



**Reach Cyber Charter School
RESCHEDULED BOARD MEETING**

Pursuant to the Pennsylvania Open Meeting Laws, notice is hereby given to the members of the Reach Cyber Charter School Board and the general public that the Board will hold a meeting open to the public on:

Date and Time:

Monday, August 23, 2021 at 4:00 p.m.

Meeting Location:

750 East Park Drive, Suite 204
Harrisburg, PA 17111

And Via Zoom Video and Teleconference

<https://reach-connectionsacademy-org.zoom.us/j/2666552472?pwd=UDByREJIYXJJNXVkOHY4OWdwa0FWZz09>

Meeting ID: 266 655 2472

Passcode: QWMw5V

Phone +1 301 715 8592 US

Meeting ID: 266 655 2472 **Passcode:** 250287

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chair.

Reasonable efforts will be made to assist and accommodate persons with a disability. Please contact Jane Swan at (717) 704-8437.

AGENDA

- I. Call to Order and Roll Call – D. Taylor
- II. Public Comment – D. Taylor

The Board welcomes participation by the members of the public both in-person and telephonically. To address an item on the agenda, before the scheduled start of the meeting, an individual must provide their name and short description of the agenda item on which they wish to comment to the Chair, along with any materials they want to have distributed to the Board. Individuals who wish to address the Board telephonically must contact the Principal or Board President by phone or by email at least twenty four (24) hours before the scheduled start of the Board meeting. If the individual wants to provide any written materials to the Board, these should be emailed to the Principal or Board President at least twenty four (24) hours before the scheduled start of the meeting. The total time for any individual to present, either in person or via telephone, on an item on the agenda shall not exceed three (3) minutes, unless the Board grants additional time.

Individuals desiring to make a formal presentation to the Board on an item not on the agenda but desiring it be placed on the agenda must provide notice and written submissions detailing the subject of the presentation to the Principal or Board President at least fourteen (14) days prior to the meeting. Any such presentations shall not exceed fifteen (15) minutes in duration, unless otherwise permitted by the Chair.

- III. Routine Business – D. Taylor
 - a. Approval of Agenda

- IV. Oral Reports
 - a. CEO’s Report – J. Swan
 - i. Employee Handbook Highlights

- V. Consent Items (including Strategic Planning Items)
 - a. Approval of Minutes from the May 19, 2021 Board Meeting (to follow)
 - b. Approval of Minutes from the June 16, 2021 Annual Board Meeting (attached)
 - c. Approval of Minutes from the July 28, 2021 Special Board Meeting (attached)
 - d. Approval of Staffing Report (attached)
 - e. Approval of Pearson Invoice(s) for June (attached)
 - f. Approval of Employee Handbook (attached)
 - g. Approval of MOU with Steelton Entertainment Project (attached)
 - h. Approval of Renewal MOUs with local colleges/universities/institutions
 - i. Da Vinci Science Center (attached)
 - ii. Franklin Institute (attached)
 - iii. Carnegie Museums (attached)
 - iv. Carnegie Science Center (attached)
 - v. ABC 27 Weather (attached)
 - i. Approval of S.T.E.M. Kit Logistics (attached)

- VI. EXECUTIVE SESSION – Pursuant to 65 Pa. C.S. §§ 708(a)(1) – to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee – D. Taylor/ P. Hennessey

- VII. Approval of School CEO Compensation for the 2021-2022 School Year – D. Taylor

- VIII. Information Items / Oral Reports (cont.)
 - a. CEO Report (cont.) – J. Swan
 - i. Back to School Activities
 - ii. Staffing and Hiring Update
 - iii. Enrollment Update
 - b. Financial Report (attached) – K. Yeselavage
 - i. Unaudited 2020-2021 Financial Results
 - c. School Success Partner (SSP) Update – L. Johnson
 - i. Pearson Support Team Updates
 - d. Academic Success Partner (ASP) Update – M. Brown
 - i. Key School Metrics (attached)
 - e. Board Relations Update – M. Arthur
 - i. School Handbook Language re Technology (attached)
 - ii. In-Person Retreat Planning Update

- IX. Strategic Planning Updates – J. Swan

- X. Adjournment and Confirmation of Next Meeting – Wednesday, September 15, 2021 at 9:00 a.m. at Lake Raystown Resort



**Reach Cyber Charter School
BOARD MEETING**

Pursuant to the Pennsylvania Open Meeting Laws, notice is hereby given to the members of the Reach Cyber Charter School Board and the general public that the Board will hold a meeting open to the public on:

Date and Time:

Wednesday, August 18, 2021 at 9:00 a.m.

Meeting Location:

750 East Park Drive, Suite 204
Harrisburg, PA 17111

And Via Zoom Video and Teleconference

<https://reach-connectionsacademy-org.zoom.us/j/4951468613?pwd=Y3VWL2M3TTVNZnBLNldKbFljdDZWQT09>

Meeting ID: 495 146 8613

Passcode: d4rWp5

Phone US +1 614-642-8388 (PIN: 615996186)

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chair.

Reasonable efforts will be made to assist and accommodate persons with a disability. Please contact Jane Swan at (717) 704-8437.

AGENDA

- I. Call to Order and Roll Call – D. Taylor
- II. Public Comment – D. Taylor

The Board welcomes participation by the members of the public both in-person and telephonically. To address an item on the agenda, before the scheduled start of the meeting, an individual must provide their name and short description of the agenda item on which they wish to comment to the Chair, along with any materials they want to have distributed to the Board. Individuals who wish to address the Board telephonically must contact the Principal or Board President by phone or by email at least twenty four (24) hours before the scheduled start of the Board meeting. If the individual wants to provide any written materials to the

Board, these should be emailed to the Principal or Board President at least twenty four (24) hours before the scheduled start of the meeting.

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- III. Routine Business – D. Taylor
 - a. Approval of Agenda

- IV. Oral Reports
 - a. CEO's Report – J. Swan
 - i. Back to School Activities
 - ii. Staffing and Hiring Update
 - iii. Enrollment Update
 - iv. Employee Handbook Highlights – S. Emerich
 - b. Financial Report (attached) – K. Yeselavage
 - i. Unaudited 2020-2021 Financial Results

- V. Consent Items
 - a. Approval of Minutes from the May 19, 2021 Board Meeting (to follow)
 - b. Approval of Minutes from the June 16, 2021 Annual Board Meeting (attached)
 - c. Approval of Minutes from the July 28, 2021 Special Board Meeting (attached)
 - d. Approval of Staffing Report (attached)
 - e. Approval of Pearson Invoice(s) for June (attached)
 - f. Approval of Employee Handbook (attached)

- VI. Action Items
 - a. Approval of Board Training and Conference Attendance for the 2021-2022 School Year – M. Arthur

- VII. Information Items
 - a. School Success Partner (SSP) Update – L. Johnson
 - i. Pearson Support Team Updates
 - b. Academic Success Partner (ASP) Update – M. Brown
 - i. Key School Metrics (attached)
 - c. Board Relations Update – M. Arthur
 - i. School Handbook Language re Technology (attached)

- VIII. Strategic Planning
 - a. Approval of MOU with Steelton Entertainment Project (attached) – J. Swan/
J. D. Smith
 - b. Approval of Renewal MOUs with local colleges/universities/institutions – J.
Swan/ S. Stuccio
 - i. Da Vinci Science Center (attached)
 - ii. Franklin Institute (attached)
 - iii. Carnegie Museums (attached)
 - iv. Carnegie Science Center (attached)
 - v. ABC 27 Weather (attached)
 - c. Approval of S.T.E.M. Kit Logistics (attached) – A. Gribbin
 - d. In-Person Retreat Planning Update – M. Arthur

- IX. EXECUTIVE SESSION – Pursuant to 65 Pa. C.S. §§ 708(a)(1) – to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee – D. Taylor/ P. Hennessey

- X. Approval of School CEO Compensation for the 2021-2022 School Year – D. Taylor

- XI. Adjournment and Confirmation of Next Meeting – TBD

**Reach Cyber Charter School
Balance Sheet- Unaudited
6/30/2021**

ASSETS:

Cash and Short Term Investments:

Checking Account	\$ 6,101,569
Money Market Account	\$ 16,573,274
Short Term Investment Account	\$ 25,000,000
Total Cash and Short Term Investments	<u>\$ 47,674,843</u>

Other Current Assets:

Local District Receivables- Current Year	\$ 10,881,316
State Program Receivables	\$ 62,000
Allowance for Doubtful Accounts	\$ (507,378)
Grant Receivables	\$ -
Prepaid Expenses	\$ 105,116
Total Other Current Assets	<u>\$ 10,541,054</u>

Other Assets:

Security Deposit	\$ 8,917
Total other Assets	<u>\$ 8,917</u>

Fixed Assets:

Property Plant & Equipment:

Computer Hardware	\$ 454,107
Equipment	\$ 24,382
Leasehold Improvements	\$ 223,325
Furniture	\$ 103,706
Accum Depr: Computer Hardware	\$ (92,232)
Accum Depr: Leasehold Improvements	\$ (113,608)
Accum Depr: Furniture	\$ (55,538)
Net Fixed Assets	<u>\$ 544,142</u>

TOTAL ASSETS **\$ 58,768,956**

LIABILITIES:

Current Liabilities:

Due to (from) Connections Academy	\$ 5,355,547
Accrued payroll, taxes, pension and withholdings payable	\$ 569,856
Accounts Payable	\$ 144,249
Due to Local Districts	\$ 65,915
Total Current Liabilities	<u>\$ 6,135,567</u>

TOTAL LIABILITIES **\$ 6,135,567**

FUND BALANCE:

Invested in Capital	\$ 544,142
Reserved Fund Balance	\$ 16,089,429
Undesignated Fund Balance	\$ 35,999,818
Total Fund Balance	<u>\$ 52,633,389</u>

TOTAL LIABILITIES AND FUND BALANCE **\$ 58,768,956**

Reach Cyber Charter School
Revenue and Expense Statement- Unaudited
For the Period Ending 6/30/2021

	YTD through May	June 2021	YTD Actual	Original 20/21 Budget	Current Annual Forecast
Forecasted Enrollment					
Forecasted ADM				4,165	8,484
Forecasted Total Enrollment				5,414	11,034
Forecasted Funded Enrollment				4,165	8,484
REVENUE:					
Local School District Funding:					
Regular Education	\$ 80,835,863	\$ 7,142,602	\$ 87,978,465	\$ 39,426,644	\$ 87,978,465
Special Education	\$ 39,675,928	\$ 4,166,363	\$ 43,842,291	\$ 20,846,882	\$ 43,842,291
State Funding- Department of Health	\$ -	\$ 61,049	\$ 61,049	\$ -	\$ 61,049
Federal & Other Program Funding:					
Title I-IV	\$ 1,289,399	\$ 129,748	\$ 1,419,147	\$ 1,376,304	\$ 3,269,790
IDEA-B	\$ 576,891	\$ -	\$ 576,891	\$ 621,613	\$ 576,891
CSI	\$ 57,692	\$ -	\$ 57,692	\$ 75,000	\$ 75,000
CARES	\$ 703,540	\$ -	\$ 703,540	\$ 728,580	\$ 733,580
E-Rate	\$ -	\$ -	\$ -	\$ 1,427	\$ 1,427
Interest Income	\$ 19,154	\$ 1,392	\$ 20,546	\$ 210,000	\$ 20,546
Student Activities and Other Income	\$ 5,096	\$ -	\$ 5,096	\$ 20,000	\$ 5,096
TOTAL REVENUE	\$ 123,163,561	\$ 11,501,155	\$ 134,664,717	\$ 63,306,450	\$ 136,564,135
PROGRAM EXPENSES:					
Compensation Expense					
Administration Staff	\$ 11,548,940	\$ 1,163,018	\$ 12,711,958	\$ 5,731,420	\$ 13,554,751
Instructional Staff	\$ 23,842,698	\$ 2,682,200	\$ 26,524,898	\$ 25,804,419	\$ 27,789,372
Total Compensation Expense	\$ 35,391,638	\$ 3,845,218	\$ 39,236,856	\$ 31,535,839	\$ 41,344,123
Fee Based Expenses					
Curriculum and Instructional Support Services - Upfront	\$ 4,312,177	\$ 369,750	\$ 4,681,927	\$ 2,301,091	\$ 4,681,927
Curriculum and Instructional Support Services - Monthly	\$ 8,929,050	\$ 1,126,060	\$ 10,055,110	\$ 4,872,899	\$ 10,055,110
Student Connexus License	\$ 4,807,950	\$ 606,340	\$ 5,414,290	\$ 2,623,868	\$ 5,414,290
Student Technology Assistance Services - Upfront	\$ 4,073,567	\$ 348,000	\$ 4,421,567	\$ 2,165,733	\$ 4,421,567
Student Technology Assistance Services - Monthly	\$ 4,327,155	\$ 545,706	\$ 4,872,861	\$ 2,361,482	\$ 4,872,861
Enrollment/Placement/Student Support Services - Upfront	\$ 5,340,605	\$ 457,200	\$ 5,797,805	\$ 2,842,524	\$ 5,797,805
Enrollment/Placement/Student Support Services - Monthly	\$ 2,060,550	\$ 259,860	\$ 2,320,410	\$ 1,124,515	\$ 2,320,410
School Operations Support Services	\$ 4,464,525	\$ 563,030	\$ 5,027,555	\$ 2,436,449	\$ 5,027,555
Professional Development Services	\$ 569,250	\$ 75,000	\$ 644,250	\$ 399,375	\$ 644,250
School Staff Support Services	\$ 1,252,350	\$ 165,000	\$ 1,417,350	\$ 878,625	\$ 1,417,350
Direct Course Instruction Service	\$ 302,486	\$ -	\$ 302,486	\$ 96,000	\$ 302,486
Short Term Sub Teaching Services	\$ 170,748	\$ 25,200	\$ 195,948	\$ 140,000	\$ 195,948
Facilities Support Services	\$ 22,917	\$ 2,083	\$ 25,000	\$ 25,000	\$ 25,000
Total Fee Based Expenses	\$ 40,633,330	\$ 4,543,229	\$ 45,176,560	\$ 22,267,561	\$ 45,176,560
Other School Expenses:					
Instructional Programs	\$ 4,912,558	\$ 569,690	\$ 5,482,248	\$ 5,938,681	\$ 5,482,248
Administration and Support	\$ 3,858,142	\$ 1,129,284	\$ 4,987,426	\$ 2,386,720	\$ 4,987,426
Total Other School Expenses	\$ 8,770,700	\$ 1,698,974	\$ 10,469,674	\$ 8,325,401	\$ 10,469,674
TOTAL PROGRAM EXPENSES	\$ 84,795,669	\$ 10,087,421	\$ 94,883,090	\$ 62,128,801	\$ 96,990,357
Net Increase (Decrease)	\$ 38,367,893	\$ 1,413,734	\$ 39,781,627	\$ 1,177,649	\$ 39,573,778
Adjustment for capitalized assets and depreciation			\$ (334,459)		
Beginning Fund Balance Not Invested in Capital			\$ 12,642,079		
Ending Fund Balance Not Invested in Capital			\$ 52,089,247		
Fund Balance Invested in Capital			\$ 544,142		
TOTAL ENDING FUND BALANCE			\$ 52,633,389		



**Reach Cyber Charter School
MINUTES OF THE BOARD OF DIRECTORS ANNUAL MEETING**
Wednesday, June 16, 2021 at 9:00 a.m.

Meeting Location:
750 East Park Drive, Suite 204
Harrisburg, PA 17111

And Via Zoom Video and Teleconference
<https://us02web.zoom.us/j/88369378105>

+1 646 558 8656 US
Meeting ID: 883 6937 8105
Passcode: 181592

I. Call to Order and Roll Call

Mr. Taylor called the meeting to order at 9:06 a.m. when all participants were present and able to hear each other. The meeting location was open to the public to attend in person at the school, and held via teleconference.

Board Members Present: David Taylor, Joe Harford, Gail Hawkins Bush and Alex Schuh (via phone and videoconference);

Board Members Joined During Meeting: Paul Donecker and Dave Biondo (via phone and videoconference);

Guests: Jane Swan, School CEO, J.D. Smith, Karen Yeselavage, Corey Groff, Michael Hinshaw, Jamie Miedel, Rachel Daczka, Lisa Blickley, Heather Berger, Stephanie Bost, Katherine Rutkowski, Kwame Ntiamoah, Rachel Graver, Scott Stuccio, and Devin Meza-Rushanan, School Staff; Pat Hennessey, Board Counsel; Kevin Corcoran, Charter Choices, Financial Consultant; Laura Johnson, Melissa Brown, Emily Lee and Megann Arthur, Pearson Virtual Schools staff (via phone and videoconference).

II. Public Comment

There were no public comments made at this time.

III. Routine Business

a. Approval of Agenda

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

RESOLVED, that the Agenda for the June 16, 2021 Annual Meeting of the Reach Cyber Charter School Board of Directors, as presented, is hereby approved.

The motion passed unanimously.

IV. Oral Reports

a. CEO's Report

Ms. Swan highlighted specific data points within the Monthly School Report, as included in the Board meeting materials.

i. Annual Act 44 Director of Safety Report on Safety and Security at the School

Ms. Swan presented this item to the Board and discussed various initiatives implemented in the 2020-2021 school year including the creation of a Diversity and Inclusion Council and staff training for social and emotional learning.

ii. Graduation Update

Ms. Swan discussed with the Board the recent virtual graduation that took place on June 9, 2021. Ms. Swan thanked Mr. Taylor for his impactful words for the graduates.

iii. Planning for the 2021-2022 School Year

Ms. Swan advised the Board of planning efforts for the upcoming school year including a peer led conference. Ms. Swan further discussed hiring efforts underway for the upcoming school year.

[Mr. Biondo joined the meeting at 9:15 a.m.]

b. Financial Report

Ms. Yeselavage reviewed the school's financial statements with the Board. She reviewed the revenue and expense statements, and balance sheet with the Board, and advised of updated projections.

i. Budget Adjustments

Ms. Yeselavage advised the Board of updates made to the budget from the proposed budget presented at the previous Board meeting outlining specific additional expenditures.

[Mr. Donecker joined the meeting at 9:21 a.m.]

V. 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. As there was some outstanding information regarding the May 19, 2021 Board Meeting Minutes to be finalized, those were not included in the Consent Items for consideration. There being no additional changes noted, a motion was made and seconded as follows:

RESOLVED, the Consent Items:

- b. Approval of Staffing Report;
- c. Approval of Pearson Invoice(s) for May (#91000008039) ;
- d. Approval of Federal Title Funding Plan Documentation: Homeless Students Policy Updates; and
- e. Approval of Board Meetings Schedule for the 2021- 2022 School Year; are hereby approved.

The motion passed unanimously.

VI. Action Items

a. Approval of Budget for the 2021-2022 School Year

Ms. Yeselavage reminded the Board of the discussion on the budget in her financial report as previously discussed. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the budget and fee schedule from Pearson for the 2021-2022 school year and all assumptions provided therein, as presented, is hereby approved.

The motion passed unanimously.

b. Approval of CSI School Improvement Plan

Ms. Swan reviewed the draft CSI School Improvement Plan documentation included in the Board materials, including the school's areas of focus and measurable goals. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the CSI School Improvement Plan and Authorization for the School Leader to submit the Plan on behalf of the school, as discussed, is hereby approved.

The motion passed unanimously.

c. Approval of Short Term & Long Term Disability Proposals

Ms. Blickley presented this item to the Board, discussing the proposals in detail including anticipated cost savings and timeframe for the implementation of these benefits. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Short Term & Long Term Disability proposals, as presented, are hereby approved.

The motion passed unanimously.

d. Approval of Directors

At the request of Mr. Taylor, Ms. Arthur advised the Board that two (2) Board member terms were up for renewal at this meeting: Dave Biondo and Alex Schuh. Following acknowledgement of previous confirmation that Mr. Biondo and Mr. Schuh wished to continue on the Board, discussion was held on the renewal of their terms. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the appointment of Dave Biondo to the Reach Cyber Charter School Board of Directors, as a Class 1 Director, for a term of three (3) years to the 2024 Annual Meeting, as discussed, is hereby approved.

FURTHER RESOLVED, that the appointment of Alex Schuh to the Reach Cyber Charter School Board of Directors, as a Class 1 Director, for the term of three (3) years to the 2024 Annual Meeting, as discussed, is hereby approved.

The motion passed unanimously.

e. Approval of Officers for the 2021-2022 School Year

Ms. Arthur reviewed with the Board each Officer position as set out in the Board-adopted Bylaws, and advised the Board that all positions would be for a term until the Annual Meeting 2022. Nominations were opened for each position. Following the closure of nominations, and there being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the appointment of:

David Taylor, Board President;
Dave Biondo, Board Treasurer; and
Joseph Harford, Board Vice President and Board Secretary, as discussed, are hereby approved.

The motion was approved unanimously.

VII. Information Items

a. Results of the Parent Satisfaction Survey

Ms. Swan reviewed the results of the Parent Satisfaction Survey, included in the Board materials, in detail with the Board. She noted that a third party independent vendor conducted the survey. Board members had discussion on the survey results as compared to the previous year.

b. State Account Relations (STAR) Update

Ms. Johnson provided the Board with an update on recent legislative activities in the state, which may impact the school. Ms. Johnson further discussed operational updates to the student intent to return process as well as course alignment priorities. Mr. Taylor discussed activities within the state showing support of educational options.

c. Partner School Leadership Team (PSLT) Update

Ms. Brown presented to the Board on behalf of Pearson's Partner School Leadership Team. Ms. Brown expressed recognition of Ms. Swan's leadership during a challenging year. She further discussed the school's increased academic scores and the exemplary graduation rate under Ms. Swan's leadership.

VIII. Strategic Planning

a. Career Pathways

Ms. Swan introduced Mr. Smith to provide an overview of the goals and goal attainment of the Career Pathways program. Mr. Smith then introduced Ms. Daczka to discuss specific components utilized in the program including job shadow experiences, internships and pre-apprenticeships.

Mr. Smith and Ms. Daczka discussed the results of certification achievements of students taking part in the program. The Board discussed staffing needs with Ms. Smith to ensure the success of this program. The Board expressed their appreciation for this program and advised of their desire to get information on future planning for Career Pathways.

b. In-Person Retreat Planning

After confirmation from Board members present that there was strong interest, Ms. Arthur polled Board members on their desire to hold an in-person retreat in the future. Board members expressed a desire to hold their September Board meeting in-person. She advised that she would work with the Board President and School CEO to support planning for this meeting.

IX. **EXECUTIVE SESSION- Pursuant to 65 Pa. C.S. §§ 708(a)(1) – to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee**

The Board entered into an Executive Session at 10:25 a.m. upon a motion being made, seconded and confirmed via roll call vote of all Board members present. The Board cited the following for entering into the Executive Session: Pursuant to 65 Pa. C.S. §§ 708(a)(1) – to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee. Board members present were: David Taylor, Gail Hawkins Bush, Dave Biondo, Alex Schuh and Joe Harford. Guests present at the request of the Board were: Jane Swan and Pat Hennessey. All others left the meeting at this time.

The Board discussed personnel matters.

There being no further discussion and upon a motion being made, seconded and confirmed via roll call vote of all Board members present, the Board resumed Open Session at 10:45 a.m. No action was taken during Executive Session.

Upon re-entering Open Session of the meeting, Mr. Taylor reminded the Board of the discussion held in Executive Session regarding school staff. Board members briefly reviewed the proposals and staff considerations, and there being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Staff Member Promotions, as presented, are hereby approved.

The motion passed unanimously.

X. Approval of School CEO Compensation for the 2021-2022 School Year

The Board indicated their intent to consider this item at a later meeting.

XI. Adjournment and Confirmation of Next Meeting – Wednesday, August 18, 2021 at 9:00 a.m.

Mr. Taylor inquired if there was any other business or discussion. There being no further business or discussion, a motion was made and seconded as follows:

RESOLVED, that the next meeting date is August 18, 2021 at 9:00 a.m., to be held at the school location and/or via teleconference, based on state recommendations regarding public health and safety, is hereby approved; and

FURTHER RESOLVED, that the Board being at the end of its agenda, the meeting was adjourned at 10:46 a.m., is hereby approved.

The motions passed unanimously.



**Reach Cyber Charter School
MINUTES OF THE BOARD OF DIRECTORS SPECIAL MEETING**
Wednesday, July 28, 2021 at 9:00 a.m.

Meeting Location:
750 East Park Drive, Suite 204
Harrisburg, PA 17111

And Via Zoom Video and Teleconference
<https://us02web.zoom.us/j/7432261039?pwd=cFVIM0NsMFhrd1dOaXhoK2ptR3hyZz09>

**+1 646 558 8656 US
Meeting ID: 743 226 1039
Passcode: stem21**

I. Call to Order and Roll Call

Mr. Taylor called the meeting to order at 9:14 a.m. when all participants were present and able to hear each other. The meeting location was open to the public to attend in person at the school, and held via teleconference.

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

Board Members Absent: Alex Schuh and Dave Biondo;

Guests: Jane Swan, School CEO, Rachel Graver, LeeAnn Ritchie, J.D. Smith, Corey Groff, Dan Ladislaw, Greg McCurdy, Kelley McConnell, Andy Gribbin and Devin Meza-Rushanan, School Staff (in person at the school, following COVID-19 social distancing protocols); Clara Keeports and Jamie Miedel, School Staff; Melissa Brown, Emily Lee and Megann Arthur, Pearson Virtual Schools staff (via phone and videoconference).

II. Public Comment

There were no public comments made at this time.

III. Routine Business

a. Approval of Agenda

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

RESOLVED, that the Agenda for the July 28, 2021 Special Meeting of the Reach Cyber Charter School Board of Directors, as presented, is hereby approved.

The motion passed unanimously.

IV. Action Items

a. Approval of ARP ESSER Required Health and Safety Plan

Ms. Swan asked Ms. Graver to provide the Board with an overview of the plan. Ms. Graver highlighted key points of the plan with the Board. She discussed the continuity of operations plan and the school's compliance with health and safety protocols, detailing specific health and safety measures in place. Ms. Graver further advised of components of the plan for special education students. The Board discussed safety precautions for laptop cleaning and handwashing guidance and advised of their desire to have this information included in the plan. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the ARP ESSER Required Health and Safety Plan, as discussed, is hereby approved.

The motion passed unanimously.

V. Adjournment and Confirmation of Next Meeting – Wednesday, August 18, 2021 at 9:00 a.m.

Mr. Taylor inquired if there was any other business or discussion. There being no further business or discussion, a motion was made and seconded as follows:

RESOLVED, that the next meeting date is August 18, 2021 at 9:00 a.m., to be held at the school location and/or via teleconference, based on state recommendations regarding public health and safety, is hereby approved; and

FURTHER RESOLVED, that the Board being at the end of its agenda, the meeting was adjourned at 9:25 a.m., is hereby approved.

The motions passed unanimously.

REACH Staffing Report August 2021

New Hires

First Name	Last Name	Area	Compensation	Bonus Potential	Start Date
Rebecca	Ritchie	Occupational Therapist	\$65,000.00 (\$27/hour (until official FT start on 8/24)	4% as of 8/24/2021	Started PT on 7/1/2021 Begins FT on 8/24/2021
Maurine	Hockenberry	High School Assistant Principal	\$80,000.00	12%	8/17/2021
Kim	Kropf	Regional Community Coordinator	\$20.00/hr PT	0%	8/23/2021
Dana	Witengier	Regional Community Coordinator	\$20.00/hr PT	0%	8/23/2021
Nicolette	Silverman	Career Pathways Coordinator	\$65,000.00	4%	8/24/2021
Amber	Whittaker	Career Pathways Coordinator	\$63,000.00	4%	8/24/2021
Michael	Micco	Elementary Assistant Principal	\$83,000.00	12%	8/24/2021
Mallory	Truax	Elementary School Learning Support Teacher	\$54,000.00	4%	8/24/2021
Kathryn	Roth	Elementary School Teacher	\$57,500.00	4%	8/24/2021
Nicole	Hartline	Elementary School Teacher	\$51,000.00	4%	8/24/2021
Noelle	Woodward	Elementary School Teacher	\$58,500.00	4%	8/24/2021
Rebecca	Kelley	Elementary School Teacher	\$53,000.00	4%	8/24/2021
Andrea	Cramer	Elementary School Teacher	\$56,000.00	4%	8/24/2021
Christina	Ciaravino	Elementary School Teacher	\$58,500.00	4%	8/24/2021
Alison	Eberly	Elementary School Teacher	\$59,500.00	4%	8/24/2021
Gabrielle	Blockberger	Elementary School Teacher	\$52,500.00	4%	8/24/2021
Ashley	Wagner	Elementary School Teacher	\$57,500.00	4%	8/24/2021
Archana	Parida	Elementary School Teacher	\$56,000.00	4%	8/24/2021

Jason	Smith	Elementary School Teacher	\$61,000.00	4%	8/24/2021
Sydney	Mackey	Elementary School Teacher	\$53,000.00	4%	8/24/2021
Amanda	Agwuocha	Elementary School Teacher	\$55,000.00	4%	8/24/2021
Krisa	Mancuso	Elementary School Teacher	\$50,000.00	4%	8/24/2021
Elizabeth	Campbell	Elementary School Teacher	\$55,000.00	4%	8/24/2021
Andrea	Ambrose	Elementary School Teacher	\$57,500.00	4%	8/24/2021
Amber	Kaslavage	Elementary School Teacher	\$58,500.00	4%	8/24/2021
Ashley	Newcomer	Elementary School Teacher	\$57,000.00	4%	8/24/2021
Amy	Kelso	Elementary School Teacher	\$52,000.00	4%	8/24/2021
Katelyn	Hackenberry	Elementary School Teacher	\$53,500.00	4%	8/24/2021
Allyssa	Helm	Elementary School Teacher	\$54,500.00	4%	8/24/2021
Nicholas	Edgett	Elementary School Teacher	\$55,500.00	4%	8/24/2021
Kailey	Smith	Elementary School Teacher	\$50,000.00	4%	8/24/2021
Mary	Fultz	Elementary School Teacher	\$50,500.00	4%	8/24/2021
Mariyam	Chitsaz	Elementary School Teacher	\$49,000.00	4%	8/24/2021
Kaila	Grupp	Elementary School Teacher	\$53,000.00	4%	8/24/2021
Paige	Moore	Elementary School Teacher	\$53,000.00	4%	8/24/2021
Michelle	Gould	Elementary School Teacher	\$54,000.00	4%	8/24/2021
Haley	Bolland	Elementary School Teacher	\$54,000.00	4%	8/24/2021
Bryann (Bree)	Hilty	Elementary School Teacher	\$52,000.00	4%	8/24/2021
Brittany	Smith	Elementary Technology Education Teacher	\$57,000.00	4%	8/24/2021
John	Mosley	ESL Teacher	\$58,500.00	4%	8/24/2021
Melissa	Carnack	Family Consumer Science Teacher	\$55,500.00	4%	8/24/2021

Kylie	Bowman	Family Mentor	\$50,000.00	4%	8/24/2021
Wendy	Bell	Family Mentor	\$53,500.00	4%	8/24/2021
Brianna	Diggs	Family Mentor	\$52,000.00	4%	8/24/2021
Beth Anne	Sanders	Family Mentor	\$57,500.00	4%	8/24/2021
Joy	Supinski	Family Mentor	\$53,000.00	4%	8/24/2021
David	Hill	Family Mentor	\$52,500.00	4%	8/24/2021
Abbey	Bauer	Family Mentor	\$51,500.00	4%	8/24/2021
Rosalyn	Gatling	Family Mentor	\$54,500.00	4%	8/24/2021
Julia	Fitzgerald	Family Mentor	\$49,000.00	4%	8/24/2021
Daniella	Hurtado	Family Mentor	\$52,500.00	4%	8/24/2021
Jeremy	Stansbury	Family Mentor	\$49,000.00	4%	8/24/2021
Paul	Rymal	Family Mentor	\$56,000.00	4%	8/24/2021
Marajonni	Tribue	Family Mentor	\$52,000.00	4%	8/24/2021
Greta	Ledyard	Family Mentor	\$52,000.00	4%	8/24/2021
Gregory	DeLuca	Family Mentor	\$52,500.00	4%	8/24/2021
Lisa	Levanda	Family Mentor	\$54,000.00	4%	8/24/2021
Frank	McDonough	Family Mentor	\$57,500.00	4%	8/24/2021
Marissa	Gadsden	Family Mentor	\$55,500.00	4%	8/24/2021
Samuel	Geiger	Family Mentor	\$50,500.00	4%	8/24/2021
Victoria	Goodspeed	Family Mentor	\$51,000.00	4%	8/24/2021
Annie	Malkowiak	Family Mentor	\$53,500.00	4%	8/24/2021
Jennifer	Abraham	Family Mentor	\$58,500.00	4%	8/24/2021
Kelsey	Petroski	Family Mentor	\$55,500.00	4%	8/24/2021
Gabrielle	Marghella	Gifted Teacher	\$55,500.00	4%	8/24/2021
Lindsay	Maloney	High School Art Teacher	\$57,000.00	4%	8/24/2021

Aimee	Hapstack	High School Learning Support Teacher	\$60,000.00	4%	8/24/2021
Jennifer	Dibert	High School Learning Support Teacher	\$60,000.00	4%	8/24/2021
Stacey	Baker	High School Learning Support Teacher	\$61,500.00	4%	8/24/2021
Tasha	Harris	High School Teacher	\$61,500.00	4%	8/24/2021
Patricia	Naughton	High School Teacher	\$59,000.00	4%	8/24/2021
John	Beshero	High School Teacher	\$54,000.00	4%	8/24/2021
Alyssa	Smith	High School Teacher	\$53,500.00	4%	8/24/2021
Ariel	Gibbs	High School Teacher	\$54,000.00	4%	8/24/2021
Ellen	O'Connor	High School Teacher	\$52,500.00	4%	8/24/2021
Rayne	Young	High School Teacher	\$54,000.00	4%	8/24/2021
Kelsey	Meier	High School Teacher	\$52,000.00	4%	8/24/2021
Thembi	Stephenson	High school Teacher	\$59,000.00	4%	8/24/2021
Benjamin	Hartmin	High School Teacher	\$58,500.00	4%	8/24/2021
Rebekah	Ralston	High School Teacher	\$58,000.00	4%	8/24/2021
Sara	Nairn	High School Teacher	\$56,500.00	4%	8/24/2021
Timothy	Reedy	High School Teacher	\$57,500.00	4%	8/24/2021
Michelle	McHale	High School Teacher	\$54,500.00	4%	8/24/2021
Amy	Hertzog	High School Teacher	\$58,500.00	4%	8/24/2021
Lindsey	Rote	High School Teacher	\$55,500.00	4%	8/24/2021
Marissa	Collura	High School Teacher	\$54,500.00	4%	8/24/2021
Michael	LaBella	High School Teacher	\$51,500.00	4%	8/24/2021
David	Kase	High School Teacher	\$59,500.00	4%	8/24/2021
Katherine	Beatty	Learning Support Permanent Sub	\$50,000.00	0%	8/24/2021

Ellen	Kelly	Learning Support Teacher	\$55,500.00	4%	8/24/2021
Michelle	McFarland	Manager of RTI	\$85,000.00	12%	8/24/2012
Rebecca	Miller	Middle School Learning Support Teacher	\$56,500.00	4%	8/24/2021
John	Wasicko	Middle School Learning Support Teacher	\$57,500.00	4%	8/24/2021
Nicole	Farley	Middle School Learning Support Teacher	\$56,500.00	4%	8/24/2021
Allyson	Ruff	Middle School Learning Support Teacher	\$54,500.00	4%	8/24/2021
Alexis	Santello	Middle School Learning Support Teacher	\$52,000.00	4%	8/24/2021
Blakley	Bigham	Middle School Learning Support Teacher	\$55,500.00	4%	8/24/2021
Kimberly	Cooper	Middle School Learning Support Teacher	\$57,500.00	4%	8/24/2021
Raquel	Hewitt	Middle School Permanent sub	\$50,000.00	0%	8/24/2021
Erika	Von Erk	Middle School STEM Teacher	\$55,500.00	4%	8/24/2021
Brad	Luckenbill	Middle School Teacher	\$52,000.00	4%	8/24/2021
Jenna	Yeckley	Middle School Teacher	\$53,500.00	4%	8/24/2021
Shayna	Willis	Middle School Teacher	\$59,500.00	4%	8/24/2021
Jill	Talarico	Middle School Teacher	\$57,500.00	4%	8/24/2021
Derrick	Mazur	Middle School Teacher	\$51,000.00	4%	8/24/2021
Amy	Wooler	Middle School Teacher	\$52,000.00	4%	8/24/2021
Adam	Robison	Middle School Teacher	\$51,000.00	4%	8/24/2021
Melanie	Ludy	Middle School Teacher	\$53,000.00	4%	8/24/2021
Alexa	Merbler	Middle School Teacher	\$51,000.00	4%	8/24/2021
Michelle	Richar	Middle School Teacher	\$53,500.00	4%	8/24/2021

Dylan	Vamosi	Middle School Teacher	\$56,500.00	4%	8/24/2021
Megan	Jones	Middle School Teacher	\$52,000.00	4%	8/24/2021
Christina	Leo	Reading Specialist	\$58,500.00	4%	8/24/2021
Lee Anne	Barrett	School Counselor	\$58,500.00	4%	8/24/2021
Juling	Marrow	School Counselor	\$58,500.00	4%	8/24/2021
Tyler	Powers	School Counselor	\$50,500.00	4%	8/24/2021
Kathryn	Giordano	School Psychologist (10 month)	\$65,000.00	4%	8/24/2021
Samantha	Fitzpatrick	School Social Worker	\$56,500.00	4%	8/24/2021
Megan	Zacchero	SLP	\$61,000.00	4%	8/24/2021
Samantha	Watson	SLP	\$56,000.00	4%	8/24/2021
Clare	Sheedy	SLP	\$63,500.00	4%	8/24/2021
Jadie	Smith	SLP	\$56,000.00	4%	8/24/2021
Juliana	Makara	SLP	\$56,000.00	4%	8/24/2021
Krystal	Gold	Truancy Officer	\$55,000.00	4%	8/24/2021
Michael	Garman	Director of Human Resources	\$95,000.00 (\$365.38 per diem on 8/24)	15% (beginning at FT start on 9/13)	9/13/2021 (per diem day on 8/24)

Departing Employees

First Name	Last Name	Area	Last Day of Work
Leah	Brooks	Learning Support Teacher	6/17/2021 (late resignation)
Kendra	Lorson	Elementary School Teacher	6/17/2021 (late resignation)
June	McCray	Learning Support Teacher	6/17/2021 (late confirmed resignation)

Sarah	Russell-Isaula	Related Services Coordinator	8/13/2021
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Promotion / Position Changes

First Name	Last Name	Former Position	New Position	Compensation	Bonus Potential	Start Date
Lisa	Blickley	Benefits Coordinator	Benefits Specialist	\$62,000.00	5.00%	7/1 (retroactively added)
Angela	Thompson	Elective Teacher - Elementary School	Middle School Assistant Principal	\$80,000.00	12.00%	8/2/2021
Corynne	Lamison	EL Specialist	Middle School Assistant Principal	\$80,000.00	12.00%	8/2/2021
Cody	Smith	Middle School Assistant Principal	High School Principal	\$93,430.00	15.00%	8/9/2021
Katherine	Rutkowski	Elementary School Assistant Principal	Director of MTSS	\$96,000.00	15.00%	8/9/2021
Ashley	Mort	Learning Support Teacher	Related Services Coordinator	\$70,000.00	No change	8/9/2021
Elizabeth	Gazica	Family Mentor	Career Pathways Coordinator	\$65,000.00	No change	8/25/2021
April	Kretchman	High School Teacher	Curriculum Coordinator	\$68,000.00	No change	8/25/2021
Kayla	Rainier	High School Teacher	Curriculum Coordinator	\$68,000.00	No change	8/25/2021
Jessica	Baker	Elementary School Teacher	Curriculum Coordinator	\$65,000.00	No change	8/25/2021
Kari	Shaffer	Elementary School Teacher	Elementary Assistant Principal	\$81,000.00	12.00%	8/23/2021
Vickie	Vinskie	Elementary School Teacher	Elementary School Learning Support Teacher	No change	No change	8/25/2021
Brianna	Melendez	Elementary Permanent Substitute	Elementary School Teacher	\$53,000.00	4.00%	8/25/2021
Kristin	Spofford	Administrative Assistant	Family Mentor	\$51,000.00	No change	8/25/2021
Amanda	Gaughan	STEM Coach	Elementary School Teacher	career ladder pay	No change	8/25/2021

			-- lead			
Wydra	Amanda	Credit Recovery Teacher	High School Learning Support Lead	career ladder pay	No change	8/25/2021
Cristen	Coates	High School Teacher	High School Learning Support Teacher	No change	No change	8/25/2021
Amanda	Fratzola	Elementary School Teacher	Math Specialist	No change	No change	8/25/2021
Sarah	Neill	Math Specialist	Middle School Math Coach	career ladder pay	No change	8/25/2021
Luke	Koch	Middle School Permanent Substitute	Middle School Teacher	\$54,500.00	4.00%	8/25/2021
Amy	Gilga	Learning Support Teacher	Middle School Teacher	No change	No change	8/25/2021
Marlee	Flaherty	High School Permanent Substitute	Middle School Teacher	\$57,500.00	4.00%	8/25/2021
Denise	Ross	Elementary School Teacher	Reading Specialist	No change	No change	8/25/2021
Emily	Bender	Elementary School Teacher	Reading Specialist	No change	No change	8/25/2021
Christy	Purnell	Elementary School Teacher	Reading Specialist	No change	No change	8/25/2021
Colette	Verdes	Family Mentor	School Counselor	\$58,000.00	No change	8/25/2021
Courtney	Call	Family Mentor	School Counselor	\$53,000.00	No change	8/25/2021
Aislinn	Benfield	High School Teacher	STEM Coach	No change	No change	8/25/2021
Mark	Yeckley	Middle School Teacher	STEM Coach	No change	No change	8/25/2021
Krystal	Andricks	Family Mentor	Truancy Officer	No change	No change	8/25/2021
Heather	Daneker	Family Mentor	Truancy Officer	No change	No change	8/25/2021
Kathleen	Smith	High School Teacher	Veterinary Technician Program Coordinator	\$64,500.00	No change	8/25/2021



Pearson

INVOICE

Customer Bill-to:
Reach Cyber Charter School
750 East Park Drive
Suite 204
Harrisburg, PA 17111

Attention:
Accounts Payable

Customer Ship-to:
Reach Cyber Charter School
750 East Park Drive
Suite 204
Harrisburg, PA 17111

**Connections Education LLC dba
Pearson Online & Blended Learning
K-12 USA**
10960 Grantchester Way
Columbia, MD 21044
Tel: 1-800-843-0019
Email:
poblsalesops@pearson.com
Tax ID No:
68-0519943

Invoice Number : 91000008542
Date : 13-AUG-2021
Due Date :
Payment Terms :
Customer Account : 3924545
Project Number : 82043226
Currency : USD
Shipment Terms :
Purchase Order Number : REACH
Number of Pages : Page 1 of 2

Total Ordered Quantity (No. Of Items) : 2	REMITTANCE INFORMATION	
Net Amount : USD \$5,355,547.22	Make Checks Payable to:	Bank Wire to:
Tax Total : USD \$0.00	Pearson Online & Blended Learning	Bank Name : Bank of America N A
Invoice Total : USD \$5,355,547.22	32369 Collection Center Drive	Bank Address :
Amount Due : USD \$5,355,547.22	Chicago, IL 60693-0323	ABA ACH No : 071000039
		ABA Wire No : 026009593
		SWIFT Code : BOFAUS3N
		A/C No : 8188290225
		Bank Account Name : Connections Education LLC dba Pearson Online & Blended Learning K-12 USA



Pearson

Invoice Number: 91000008542							Page 2 of 2
Project Number	Project Agreement Number	Description	Quantity	List Price	Net Price	Tax	Line Total
82043226	REACH	Direct Charges	8		4,543,619.33	0.00	4,543,619.33
82043226	REACH	Pass Through	15		811,927.89	0.00	811,927.89

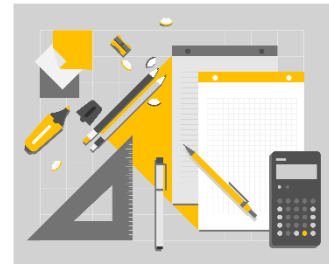
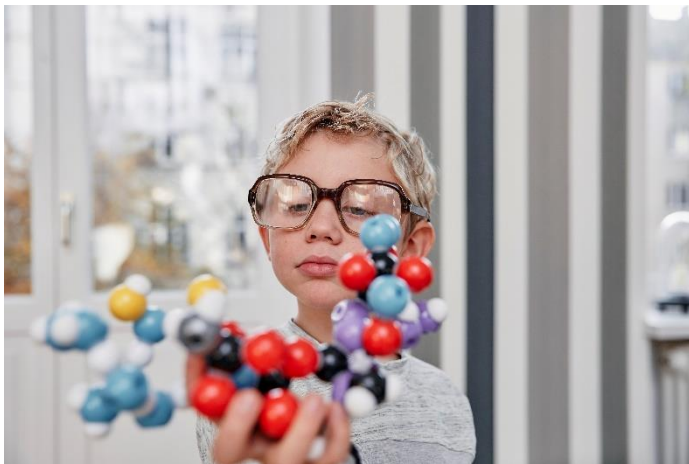
To pay your invoice online: Visit <https://ipay2.bizsys.pearson.com/register> to register.
 Already registered? Access your online account by visiting <https://ipay2.bizsys.pearson.com>

Invoice Total	Subtotal	Total Tax	Invoice Total
	USD	USD	USD
	\$5,355,547.22	\$0.00	\$5,355,547.22



**REACH CYBER
CHARTER
SCHOOL**

EMPLOYEE HANDBOOK 2021-2022



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MISSION and VISION

The mission of the Reach Cyber Charter School is to help 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.

The vision of the Reach Cyber Charter School is to inspire and nurture future success for all students!

STATEMENT FROM OUR CEO

Inspiring and nurturing future success for all, while discovering and celebrating our gifts is a true vision for our team at Reach. Serving students and families throughout the great commonwealth of Pennsylvania, gives us the excellent opportunity to reach a truly diverse population! Dedicated to diversity, equity and inclusion, Reach is proud of our culture of caring, STEM innovation and achievement! As a Reach employee, you are asked to bring your gifts and help our learners to discover theirs! Thank you for agreeing to serve our school community!

Jane Swan
CEO

INTRODUCTION

This handbook has been prepared for all full-time and part-time school employees, unless otherwise noted herein. Any references in this handbook to “we”, “our”, and “the school” are intended to mean Reach Cyber Charter School (Reach).

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 school employees in acquainting themselves with the school, and to serve as a reference manual for information about employment.

Reach has the right to add to, suspend, delete, or modify any part of the handbook, at any time and without notice. Employees will be notified of important changes. In addition, Reach reserves the right to respond to each situation in the manner determined to best serve the interests of fairness and responsibility.

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 will be available on the HR tab of the Intranet.

AT WILL EMPLOYMENT

Employment at Reach Cyber Charter School is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the CEO of Reach.

This means that either the employee or the school may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, a school representative is not authorized to modify this policy for any employee, or to enter into any agreement, oral or written, that changes the at-will relationship. Reach reserves the right to assign an employee to jobs other than an employee’s usual assignment, when necessary, provided that an employee is capable of performing the essential functions of the alternate assignment, as determined by Reach.

Any salary figures provided to an employee are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

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 organization. Employees are expected to perform additional duties in the same manner they would the duties listed in their job description.

EQUAL EMPLOYMENT OPPORTUNITY

Reach provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, religious creed, age, disability, gender identity or expression, AIDS or HIV status, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment,

including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Reach expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the CEO and/or Human Resources. Reach will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels they have been subjected to any such retaliation, they should bring it to the attention of the CEO and/or Human Resources.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process. "Adverse conduct" includes but is not limited to:

1. Shunning and avoiding an individual who reports harassment, discrimination, or retaliation; or
2. Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; or
3. Denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATION

To ensure equal employment opportunities to qualified individuals with a disability, Reach will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the school would result.

If you believe that you need an accommodation to fully execute the duties and responsibilities of your position, you are to request the accommodation from the Director of Human Resources by completing the appropriate forms and providing the necessary documentation.

COMMITMENT TO DIVERSITY

Reach is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the school and are valued for their skills, experience, and unique perspectives. This commitment is embodied in the school policy and the way we provide meaningful work experiences at Reach.

HARASSMENT AND COMPLAINT PROCEDURE

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status or other characteristic protected by state or federal law, is prohibited.

It is Reach's policy to provide a work environment free of sexual and other harassment. To that end, harassment of Reach's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of

a harassment complaint is similarly unlawful and will not be tolerated. Reach will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment. “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, comments about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one’s sexual experiences; *and*
- Discussion of one’s sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at Reach.

Complaint Procedure. Any employee who believes they have been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may file a complaint directly with the Director of Human Resources. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report such incidents to the Director of Human Resources.

No reprisal, retaliation, or other adverse action will be taken against an employee for filing a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to the Director of Human Resources.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, Reach will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

WHISTLEBLOWER AND NON-RETALIATION

A whistleblower, as defined by this policy, is an employee who reports an activity that they consider to be illegal or dishonest to the Director of Human Resources. Illegal or dishonest activities are violations of federal, state, or local laws.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact the CEO or Director of 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. Reach prohibits retaliation against a whistleblower. 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 school 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 the Director of Human Resources.

It should be noted that frivolous complaints that have no merit upon investigation or which are made in bad faith or 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 related to the employee's own documented performance issues or policy violations.

ETHICAL STANDARDS

CONFLICTS OF INTEREST

Employees are prohibited from engaging in any activities that conflict with the school's interests or have the appearance of doing so. A conflict of interest, or the appearance thereof, may occur when an interest in, association with, and/or employment by another school or educational management organization, suppliers of goods or services, etc., is such that the ability to act in the best interests of the school may be called into question.

Please discuss any questions or concerns regarding conflicts of interest with Human Resources.

Conduct that may constitute a conflict of interest includes, but is not limited to:

- Directly or indirectly borrowing from, lending to, investing in or engaging in any substantial financial transaction with an existing or potential customer/student, supplier, etc.;
- Performing outside work for another entity
- Transmitting confidential information to another individual or group who does not have authorization to receive it
- Using school facilities, equipment, labor, or supplies to conduct outside activities
- Having an intimate relationship with a parent/guardian of a student, employee under direct 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

- Disclosing Reach-confidential information on the part of an employee or their family member. Family member means:
 - Domestic partner
 - Any family member/relative by blood, adoption, or marriage
 - Any family member/relative of a domestic partner by blood, adoption, or marriage

GIFTS

Employees are to avoid any conduct that gives rise to a conflict of interest or the appearance of a conflict of interest. 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 by the school leadership. Employees are also prohibited from giving gifts to learners/families, vendors, and government officials.

Instructional employees may accept special occasion gifts (holiday, birthday, end of year, etc.) from learners that are of a de minimis value and the type of which traditional learners routinely give teachers. If an employee receives an inappropriate gift, the employee must promptly notify their immediate supervisor.

CONFIDENTIAL INFORMATION

In the course of your employment, you will be exposed to certain confidential information regarding our students and families which is not to be provided to any other person or organization not authorized to receive the information, except as permitted or required by law. Improper disclosure of such confidential and proprietary information is prohibited and may lead to disciplinary action, up to and including termination. This applies to disclosures made both during and after employment with Reach. If appropriate, the school will pursue legal action if an improper disclosure is discovered after termination of employment. The school will adhere to the provisions of state and federal law pertaining to those privacy rights, including but not limited to, the Family Educational Rights and Privacy Act of 1974 (FERPA).

The school recognizes that communication with parents regarding their child's education and care is essential. However, discussions with parents must be limited to issues directly related to their child's continued success at the school and must comply with Board policies and procedures. It is essential that conversations with parents regarding their children be conducted in a confidential manner so that other parents or employees who are not involved with the child's education do not overhear comments regarding the child in question. Refrain from discussing students in common areas. Under no circumstances are employees permitted to discuss specific issues related to a student's behavior, grades, academic progress, etc. at the school or with anyone other than the student's parents or authorized individuals.

Employees, who as part of their jobs have access to confidential information of other employees, are prohibited from disclosing such information to any other person or organization not authorized to receive the information, except as permitted or required by law.

PROFESSIONAL ETHICAL STANDARDS

Employees must maintain high standards of personal and professional conduct and behavior in all interactions and communication. Employees are to display the highest integrity at all times.

Employees are also required to use sound professional judgment when communicating with students and parents and when handling any situations requiring sensitivity.

STANDARDS OF CONDUCT

In an effort to provide employees with comfortable and safe working conditions, appropriate standards of professional behavior must be followed. 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 the school, affiliated entities or persons
- Theft, misappropriation, unauthorized possession, use of or removal of school property
- 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 supervisors, 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 the attendance policy
- Failure to properly notify about an absence
- Failure to satisfactorily perform job duties, including insubordination or refusal to comply with instructions
- Hiring a third party to perform an employee's job duties
- Intentional abuse, negligence or destruction of school property
- Violation of any safety rule, policy, practice, or procedure
- Causing injury to a person or damaging property, machinery, equipment, supplies, or negatively impacting the reputation of the school
- False, fraudulent, misleading, or harmful statements or omissions concerning another employee or students, parents, colleagues, teachers, and vendors or any statement that is harmful or disloyal to the school
- Dishonesty or providing false information to your supervisor or to other employees
- Misuse of private information and data created as a result of school operations concerning employees, students, or their families
- Conduct that, in our sole opinion, reflects adversely on you or the school
- Other acts that, in the opinion of school management and/or Human Resources, warrant disciplinary action
- Use of obscenity, profanity, sexual innuendo, coarse language, or language that could be perceived as offensive in the workplace
- Snide remarks, inappropriate jokes, direct comments and even avoidance of particular individuals

REPORTING UNETHICAL BEHAVIOR

The school's ongoing success depends on maintaining high ethical standards of conduct. Any employee who has information about possible criminal activities, ethical violations, or other work-related incidents should report this information to Human Resources.

Types of incidents that should be reported are:

- Compliance with regulations
- Conflicts of interest
- Accounting and auditing practices
- Gifts and bribes
- Disclosure of confidential information
- Misuse of resources or funds
- Intellectual property infringement
- Falsification of information
- Threats and physical violence
- Discrimination

- Privacy of student records
- Theft
- Copyright laws and software piracy
- Harassment
- Retaliation

The identity of an individual reporting unethical behavior will not be revealed without their consent. Any employee who, in good faith, raises a concern or reports misconduct will not be subject to discipline or retaliation just for reporting a concern. If the investigation of the concern reveals that the initial report was done in a malicious or intentionally improper manner, then they will be deemed to waive their right to anonymity and be subject to disciplinary action.

PRE-EMPLOYMENT, HIRING, AND TRANSFER POLICIES

REQUIRED DOCUMENTATION

Any required documentation or forms, either paper or electronic, 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 position or the state in which the employee works or lives.

PROOF OF US CITIZENSHIP AND/OR RIGHT TO WORK

Federal regulations require that within three (3) days of the first date of employment, all employees must complete and sign the I-9 Federal Employment Eligibility Verification Form and must present original documents of identity and eligibility to work in the United States.

REQUIRED EMPLOYMENT CLEARANCES

Reach strives to ensure that all employees are well-qualified and that we are maintaining a safe and productive work environment. As such, all offers of employment and continuation of employment are conditioned upon information acquired from required clearances as well as any additional background checks the school may request. Under Act 168 of 2014, Reach is required to conduct an employment history review prior to the employee's start date. Therefore, as a condition of becoming an employee, eligible candidates must complete and provide all appropriate Act 168 forms as soon as possible, but no later than upon acceptance of a job offer.

Act 153 of 2014 requires all employees of Reach have the following clearances officially updated every five (5) years and new employees have the following clearances that are no older than one (1) year from date of employment:

- Pennsylvania State Police Criminal Records Check (Act 34)
- Department of Public Welfare History Clearance (Act 151)
- Federal Criminal History Record Information

It is the employee's responsibility to provide the school with official clearances as required or requested. Failure to meet this responsibility may be grounds for revocation of an offer of employment or termination of employment.

Additionally, Reach has the right to verify educational credentials and conduct a credit check for individuals assuming a significant degree of financial responsibility.

If it is found after employment begins that any information provided on the application was false or misleading, or information that could be detrimental to the school was withheld during the interview and/or hiring process, employment may be terminated.

REPORTING ARRESTS OR CONVICTIONS WHILE EMPLOYED

School employees who are arrested for or convicted of a felony or misdemeanor offense are required to report, within 72 hours, any arrest or conviction listed in Section 111(e) by completing a PDE6004 form and submitting it to the Director of Human Resources. Reach reserves the right to evaluate any arrest or conviction of a felony or misdemeanor of an employee that may impact the employee's ability to perform their job, or that has a negative impact on the school. These arrests or convictions, as well as failure to report, may result in disciplinary action up to and including termination.

In accordance with state law, we may be required to report to the appropriate agency(ies) any arrests or convictions of certified or licensed employee.

EXPIRATION OF EDUCATION CREDENTIALS

Some employees, as a condition of employment, must maintain valid credentials. 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.

Failure to maintain and/or renew required credentials may result in disciplinary action, up to and including unpaid leave, suspension or termination. School employees should reach out to their supervisor with any questions on required credentials.

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 the Equal Opportunity Policy. Additional consideration may be granted to internal applicants dependent upon their duration of service with the organization.

The employee must inform their supervisor of their intent to apply prior to completing the internal application.

ELIGIBILITY

Employees should be in their current position for at least one (1) full school year before applying for another internal position. (Note: This requirement may be waived based on school need and with the approval of the CEO.)

In addition to the time in their current position, employees must satisfy all the minimum requirements listed on the posting and must meet current performance expectations.

The CEO, with input from the appropriate school personnel, makes all decisions regarding internal transfers.

Effective dates for transfers or promotions will coincide with the beginning of a pay period.

FAMILIAL AND PERSONAL RELATIONSHIPS BETWEEN EMPLOYEES

Any employee involved in a non-work-related personal or romantic relationship with another employee within the organization may not be the supervisor or have perceived influence or authority over the career advancement, compensation, or performance appraisal of the other. A non-work-related 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 a romantic relationship, an external business relationship, or any other relationship that could create the potential for a conflict of interest in the workplace.

Exceptions to this policy must be approved by the Director of Human Resources. If there is a question concerning if a relationship constitutes a conflict of interest, please contact Human Resources.

COMPENSATION AND BENEFITS

EMPLOYMENT CLASSIFICATION

- **Regular Full-Time:** A regular full-time employee is an employee who is regularly scheduled to work at least thirty (30) hours per week. Regular full-time employees are eligible for benefits.
 - **Administrative Employee:** A regular full-time employee who works on a twelve (12) month basis (July 1 – June 30).
 - **Non-Administrative Employee:** A regular full-time employee who works on a ten (10) month school calendar.
- **Regular Part-Time:** A regular part-time employee is an employee who is regularly scheduled to work fewer than thirty (30) hours per week. Part-time employees are eligible only for PTO time. They are not eligible for other benefits.
- **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 benefits.
- **Volunteer:** A volunteer is not an employee of Reach.
- **Exempt:** Exempt employees are not eligible for overtime pay, as defined under the Fair Labor Standards Act (FLSA) and are typically salaried.
- **Non-Exempt:** Non-exempt employees are eligible for overtime pay, as defined under FLSA. Unless otherwise required by law, 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. Employees are compensated only for hours worked.

PAYDAYS/PAYCHECKS

For payroll calculation purposes, the standard work week runs from Sunday morning through the following Saturday evening. 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. In addition, if the pay date falls on a bank holiday, then employees will be paid the day before the holiday. Advances in pay are not permitted. Employees will have their compensation payments spread over twenty-four (24) pays.

All mandatory federal, state, local and other deductions will be taken from the semi-monthly pay.

Payroll information must be submitted by the established due date on the Payroll Calendar for timely processing. 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 EMPLOYEE

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 accurately record start/end times. Timesheets must be approved by the immediate supervisor.

TEN MONTH EMPLOYEE

EXEMPT – 10-month exempt employee annual salaries will be paid over a twelve-month period. If a 10-month exempt employee does not work the entire year, their pay will be prorated to reflect the percentage of scheduled work days actually worked and normal deductions for taxes and benefits will reduce this gross amount.

NON-EXEMPT – Non-exempt 10-month employees are paid based on hours worked. Therefore, they receive pay only during the 10-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.

<u>HIRED</u>	<u>PERCENTAGE OF MERIT INCREASE POOL ELIGIBILITY</u>
July 1 – September 30	100%
October 1 – December 31	75%
January 1 – March 31	50%
April 1 or after	Not eligible

Employees who are on a leave of absence on the date merit increases are scheduled to take effect, will not receive their merit increase until they return to work.

INCENTIVE COMPENSATION PLAN

Some employees are eligible for incentive compensation, based on individual performance and school performance. All bonuses are discretionary and dependent on the financial condition of the school.

SCHOOL EMPLOYEE

For the purposes of this policy only, School Employees includes non-management administrative employees as well as School Non-Administrative employees.

Full-time school employees are typically eligible for a bonus incentive calculated as a percentage of their base annual salary, including career ladder compensation. The percentage is determined based upon years of service. Bonus percentage is based on the following schedule:

- Year 1 - 4% bonus
- Year 2 - 5% bonus
- Year 5 - 8% bonus

- Year 10 - 10% bonus

School employees 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 employees must be employed on the date in which bonuses are paid to receive the bonus incentive. School employees who are on an approved leave of absence at the time of bonus distribution will receive their bonus payment if they are in active pay status at the time, or upon return to active pay status. Employees who retire may be eligible for the entire bonus.

School 10-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.

SCHOOL ADMINISTRATIVE EMPLOYEE

Certain 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. Eligible employees must be employed on the date on which bonuses are paid to receive the bonus incentive. Employees who retire may be eligible for the entire bonus.

PROVISIONS FOR REHIRE

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 for purposes of proration. The incentive compensation for a rehired employee is dependent upon when they are rehired:

- If a ten (10) or twelve (12) month employee is rehired within one school year, prior years of service within the organization will be credited to determine their incentive percentage.
- If a ten (10) or twelve (12) month employee is rehired after the applicable timeframes identified above, they will not receive credit for prior years of service in determining their incentive percentage.

BENEFITS – HEALTH AND WELFARE

Regular Full-time employees are eligible for benefits the first of the month following thirty (30) days of employment. Benefits terminate at the end of the month in which employment ends. Please refer to the Reach Benefits Guide for a full list of benefits and the associated premiums.

TUITION REIMBURSEMENT

Reach believes in assisting employees who wish to continue their education such that it also mutually benefits our students. All employees who are regular, full-time and in active pay status, when the class begins are eligible for tuition reimbursement.

Reach reimburses an eligible employee for 100% of the tuition cost of qualifying (job-related) courses up to \$5,250 per calendar year, pending successful completion of each course with a “B” or better, or “Pass” for a pass/fail course at an accredited college/university.

Requests for course approval must be submitted in Tuition Manager at least ten (10) days prior to the start date of the course. Reimbursement documents (proof of grade, itemized invoice, etc.) must be submitted to Human Resources within eight (8) weeks of course completion to be eligible for reimbursement. All reimbursements are charged to the calendar year in which the reimbursement is paid. Reimbursement documentation must be submitted by the payroll due date for the last payroll of the year. Employer-paid tuition reimbursement is subject to IRS regulations.

Reimbursement covers course tuition and lab fees, if lab fees are defined as a required addition to the class. Fee reimbursement includes costs of regular registration, application fees, computer/technology fees or administration fees. Not all fees are eligible for reimbursement. Fee eligibility is at the discretion of Human Resources. Lab fees are reimbursed in full, other fees are reimbursed up to \$50 per semester and count towards the benefit maximum.

If an employee terminates employment, the tuition reimbursement repayment provisions are as follows:

- 100% repayment by the employee is required if the departure is within one calendar year of the course reimbursement date
- 50% repayment by the employee is required if the departure is within two calendar years of the course reimbursement date
- 0% repayment is required by the employee if the departure is after two calendar years of the course reimbursement date

For additional information, see the Tuition Reimbursement Program Guidelines under the Human Resources Tab on the Intranet.

EXPENSE REIMBURSEMENT

Employees will be reimbursed for certain travel related expenses. Supervisory approval is required prior to incurring the expense. To be reimbursed for authorized expenses, submit an approved expense report along with appropriate supporting documentation within sixty (60) days of incurring the expense to the Accounts Payable Department.

Employees must adhere to the specific policies and guidelines regarding expense reimbursements in the Travel and Expense Administration and Reimbursement policy. Information regarding expense reimbursements is available on the Business Office Intranet Tab.

NON-EXEMPT EMPLOYEE TRAVEL POLICY

Some non-exempt positions require occasional travel. 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 on any workday 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 outside of normal work hours they will be compensated at one-half their regular hourly rate for that portion of travel time. If one-half of the hourly rate is below the state minimum wage, the employee will be compensated at the minimum wage rate.

TRACKING AND REPORTING TRAVEL TIME

Employees are responsible for accurately tracking, calculating and reporting travel time.

Meal breaks 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 of transportation 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.

ATTENDANCE AND LEAVE POLICIES

WORK HOURS

Teachers work approximately ten (10) months per year as outlined in the school calendar. Newly hired teachers may be required to work additional days in order to complete new teacher training.

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 work week as the approved time away from work. The supervisor must be made aware of when this time will be made up.

Normal work hours are defined as 8 AM to 4 PM.

ATTENDANCE

Employees are responsible for being on time as defined by their supervisor and the needs of the school. 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 supervisor each day they will be absent or late and must gain supervisor approval to leave work early. Notifying colleagues is not sufficient. If you are unable to make the contact yourself because of illness, emergency, or for some other reason, someone make the contact on your behalf. This is only appropriate if you are completely unable to make the contact yourself.

If you do not follow this protocol, you will be considered absent without leave (AWOL) and subject to termination.

ABSENCE

If you are absent because of illness for up to five (5) 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. You will also be required to provide a doctor's note that you are able to resume your normal work duties prior to returning to work.

If you are absent more than five (5) days because of illness, you will be required to contact Human Resources and complete Family and Medical Leave Act (FMLA) paperwork.

Absence from work for three (3) consecutive days without notifying your supervisor or Human Resources will be considered a voluntary resignation. In general, five (5) unexcused absences in a ninety (90) day period, or a consistent pattern of absence, will be considered excessive, and subject to disciplinary action.

PUNCTUALITY

Tardiness or leaving early, without permission from your supervisor is prohibited. Three (3) such incidents in a ninety (90) day period will be considered a “tardiness pattern” and will be considered excessive, and subject to disciplinary action.

OFFICE CLOSURE

In the event that the school's office(s) must close due to an unexpected emergency (such as hazardous weather conditions) notice will be sent from the school to all families explaining the details of the office closure. The school will record a voicemail message announcing the details of the office closure.

If you have permission to work from home, you are expected to work a full day. The ability to work from home will be determined by the supervisor.

If the office is open and you decide you do not want to attempt to come to work due to inclement weather, you must contact your supervisor to discuss other arrangements OR you are expected to work from home.

During a partial-day office closure, you are expected to work from home and will receive standard compensation for the hours worked. If you do not want to work from home during that time period, you must use paid time off.

If an employee previously requested a day or partial day off from work for that day and they choose to work from home due to the closure, they may have the request cancelled at their discretion.

PAID TIME OFF (PTO)

HOLIDAYS

A listing of paid holidays for regular full-time and part-time twelve-month employees will be issued annually.

Teachers and other school employees who work 10-months follow the holidays established in the school calendar.

If an employee is required to work on a holiday:

- Exempt employees will be given a substitute holiday with the date and time to be determined between the employee and the supervisor.
- Non-exempt employees will be paid for the holiday. Additionally, they will receive time and a half for hours actually worked for the day.

In addition, the following applies to holidays:

- Paid holidays count as time worked for the calculation of overtime
- Holidays that fall during a PTO period will not be charged to PTO time
- Employees on unpaid FMLA will not receive holiday pay
- Employees terminated, voluntarily or involuntarily, on the day preceding a holiday, are not eligible for holiday pay.

PAID TIME OFF (PTO)

Paid Time Off is provided each school year to 10-month and 12-month employees based on length of service. Employees will be credited for years of service within the organization for purposes of time

calculation. Paid time off is allocated based on the number of hours in the employee's work week and is paid at the employee's base rate of pay.

Part-time employees receive days based on their regular daily work hours.

Paid Time Off for full-time employees is allocated as follows:

12-Month Employees

Year of Employment	Number of PTO Days	Potential Rollover Days	Total Days
Year 1*	15		15
Year 2	19	5	24
Years 3 - 6	23	5	28
Years 7 - 9	25	5	30
Years 10 - 14	28	5	33
Years 15+	30	5	35

*Days are prorated based on start date.

10-Month Employees

Year of Employment	PTO Days	Potential Rollover Days	Total Days
Year 1*	6		6
Year 2	7	4	11
Years 3 - 6	10	4	14
Years 7 - 9	14	4	18
Years 10 - 14	16	4	20
Years 15+	16	4	20

*Days are prorated based on start date.

Paid Time Off for part-time employees is allocated as follows:

12-Month Part-time Employees

Year of Employment	Number of PTO Days	Potential Rollover Days	Total Days
Year 1*	10		10
Year 2	12	5	17
Years 3 - 6	14	5	19
Years 7 - 9	15	5	20
Years 10 - 14	16	5	21
Years 15+	17	5	22

*Days are prorated based on start date.

10-Month Part-time Employees

Year of Employment	PTO Days	Potential Rollover Days	Total Days
Year 1*	5		5
Year 2	5	4	9
Years 3 - 6	7	4	11
Years 7 - 9	9	4	13
Years 10 - 14	10	4	14
Years 15+	10	4	14

*Days are prorated based on start date.

In addition, the following rules apply:

- Time off must be requested one week in advance (if possible), except for a day requested due to illness.
- Time off must be approved by the employee's supervisor.
- No employee will receive payment in lieu of taking the time off.
- PTO time will be prorated for employees beginning after the start of the fiscal year.

- Employees leaving the school will be paid for pro-rated unused PTO.
- Payment of PTO does not extend the employment period beyond the date of termination.
- Employees who are terminated for cause will not receive a payout for unused PTO.
- Employees who are eligible for the following types of leave will receive their full PTO accrual for the school year:
 - FMLA
 - STD
 - Workers Compensation
 - Military
- PTO is included in the hours calculated to determine overtime eligibility for non-exempt employees.
- Any accumulated days over and above the amount eligible for roll-over will be forfeited.
- PTO Blackout Dates will be sent to staff on a yearly basis.

Procedures for PTO used for illness:

- Prior to or on the day of the expected absence from work due to illness, the employee must contact their supervisor directly. The employee should contact their supervisor each day to report an absence or must inform the supervisor in advance of the nature and expected length of absence due to a medical reason that will exceed one day. The employee should only state that it is an illness and not describe the medical condition.
- Human Resources reserves the right to request medical documentation to support any PTO use for illness.
- For absences due to illness extending beyond three (3) consecutive working days, Human Resources must be contacted. After five (5) consecutive working days, the time off may transition to short-term disability (STD) paid leave.

TRANSFERS BETWEEN EMPLOYMENT STATUSES

Employees who transfer between employment statuses will be subject to the following:

- PTO will be allocated based the number of school years worked
- PTO will be prorated during the transition year and will require a calculation of any remaining PTO hours to determine the number of PTO days in the current school year.

BEREAVEMENT LEAVE

Regular Full-time employees may take up to five (5) days of paid bereavement leave to make arrangements for and attend funeral services for an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of an aunt or uncle.

The school may require verification of the need for the leave.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of 8 hours for one (1) day. Time off granted in accordance with this leave shall not be credited as time worked for the purpose of computing overtime.

JURY DUTY LEAVE

Regular Full-time 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. All employees may take unpaid leave as needed to perform jury duty.

To be eligible for paid leave, an employee must submit a copy of their jury certificate of attendance to Human Resources upon receipt and must inform their supervisor on a daily basis when they 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. Upon being excused from jury duty, employees are required to submit either the stamped jury duty summons or a certificate of attendance to Human Resources.

LEAVE FOR EMPLOYMENT RELATED LEGAL PROCEEDING

Regular Full-time employees will be granted paid leave if they are summoned to appear in a court or to appear for a judicial proceeding by subpoena or court order for a proceeding that is directly related to their employment. The employee may be reimbursed for travel expenses incurred at the standard rates.

To be eligible for paid leave, the subpoena or court order must be related to the individual's employment at Reach. In addition, the employee will not be eligible for paid leave if they are the complainant, or the party filing the action against Reach or attending a legal proceeding in any capacity not mandated by court order. The employee is required to present proof of the court order or subpoena to their supervisor. Additionally, the employee must submit a copy of their subpoena or court order to Human Resources upon receipt. The employee is required to report to work on partial or full days when court does not require the employee's presence or testimony.

All subpoenas, court orders, or any other legal communications or documents involving Reach should be directed to Human Resources.

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 staff 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 (e.g., military orders) prior to going on leave if at all possible. For further information on USERRA, please refer to the Human Resources Tab on the Reach Intranet.

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.

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 staff member is otherwise eligible. For information regarding your 403(b) plan treatment during military leave, please refer to the Summary of Plan Provisions. Upon return from military leave, an employee has the right to reinstate their benefit plans.

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 frame. A suitable job is a position the employee qualifies for through skills, performance, education, and training.

An employee must notify their supervisor (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.

COMPENSATORY TIME

Regular Full-time exempt employees who participate in school-sponsored activities outside of the normal work hours are eligible for compensatory time.

- A minimum of four (4) or more consecutive hours must be worked to earn compensatory time.
- Time in addition to the four (4) hours must be earned in two (2) hour increments.
- Employees are limited to a maximum of forty (40) hours of compensatory time per school year.
- Employees requesting to use their earned compensatory time should submit a request through UKG.
- Time off must be used in increments of two (2) hours and pre-approved.
- Time must be used within the school year it is earned.
- Time is not transferable to other employees
- Time will not be paid out in compensation.

School events authorized for compensatory time must be approved by the CEO.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Reach complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The school also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note that there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact Human Resources to discuss options for leave.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (Schools), to provide eligible employees up to twelve (12) weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered service member with a serious illness or injury. For those leaves, the leave entitlement is twenty-six (26) weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

In order to be eligible for FMLA, the following three (3) criteria must be met:

1. Have worked for the employer for at least twelve (12) months;
2. Have at least 1,250 hours of service in the twelve (12) months before taking the leave; and
3. Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

Use of PTO during FMLA does not extend the length of the FMLA leave, and PTO will run concurrently with the employee's FMLA entitlement.

An employee may receive compensation under Short Term Disability (STD) if they are eligible during a leave as a result of a disability. In the event an employee is determined eligible to receive STD benefits, the elimination period will be charged against the employee's PTO allotment. If there are no PTO days available, the elimination period is unpaid.

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. If employees are married and are both employed by Reach, they may take only a combined leave of twelve (12) weeks per year for the birth/adoption of a child.

All time used for STD or Worker's Compensation will run concurrently with FMLA.

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 school. 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, the employee may be temporarily transferred to an alternative position, with equivalent pay and benefits that better accommodates recurring periods of leave.

BASIC FMLA ENTITLEMENT

The FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- (1) for incapacity due to pregnancy, prenatal medical care, or childbirth;
- (2) to care for the employee's child after birth or placement for adoption or foster care;
- (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- (4) for a serious health condition that makes the employee unable to work.

CHILDBEARING/CHILDBEARING LEAVE

All childbearing leave will run concurrently with FMLA and be taken immediately following STD. PTO may be used for elimination periods. If PTO is not available, it will be unpaid. The employee is responsible for benefit premiums for any unpaid leave taken. In addition, all pay calculations during the time the employee is on leave do not include the Career Ladder portion of their salary.

For FMLA-eligible employees:

- Natural Birth: 12 weeks total
 - 1 week employee's PTO Time
 - 5 weeks childbearing STD (100% paid by Reach)
 - 6 weeks child-rearing leave (100% paid by Reach)
- Cesarean Section Birth: 12 weeks total
 - 1 week employee's PTO Time
 - 7 weeks childbearing STD (100% paid by Reach)
 - 4 weeks child-rearing leave (100% paid by Reach)

For employees not eligible for FMLA:

- Natural Birth: 12 weeks total
 - 1 week employee's PTO Time
 - 5 weeks childbearing STD (100% paid by Reach)
 - 6 weeks unpaid (employee still responsible to pay benefits premiums)
- Cesarean Section Birth: 12 weeks total

- 1 week employee's PTO Time
- 7 weeks childbearing STD (100% paid by Reach)
- 4 weeks unpaid (employee still responsible to pay benefits premiums)

Serious Illness Leave for dependent child under the age of eighteen (18):

- Child would have to qualify for care under FMLA
- 2 weeks 100% paid by Reach

ADOPTION LEAVE

Eligible Employees who adopt a child are eligible for four (4) weeks paid maternal leave beginning day eight (8) after the date of adoption and will run concurrently with FMLA. Supporting documentation may be requested by Human Resources. Non-FMLA Eligible Employees who adopt a child may use PTO, if no PTO is available the employee may submit a request for unpaid leave of absence.

UNPAID LEAVE OF ABSENCE

Reach expects 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 under FMLA, may be approved for an unpaid leave of absence at the sole discretion of Human Resources and the CEO.

Upon the first instance of taking an unpaid leave day without approval, the employee will receive a written warning and may be placed on probation. The second occurrence will be grounds for termination.

An approved unpaid personal leave of absence does not assure employees the right to return to work or to the job they held. Attempts will be made to place the employee in a position; however, the school is not obligated to do so. If the employee is offered a position at the end of the leave and fails to accept it, they will be considered to have voluntarily resigned without notice. Employees with less than six (6) months of continuous service are generally not eligible for an unpaid leave of absence, except for military leave.

If an employee wishes to take an unpaid leave of absence, they must have exhausted all PTO time.

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 CEO. An employee does not accrue PTO time during an unpaid leave of absence.

PERFORMANCE AND DISCIPLINARY ACTION POLICIES

PERFORMANCE REVIEWS

Employees will receive a performance review in advance of their salary review date. Performance reviews are conducted annually and mid-year, based on the school year. Employees also receive periodic feedback both formally and informally from their supervisor. This feedback may be written or verbal.

Based on these reviews and other factors, employees may be eligible for a merit bonus. All salary increases and bonuses must be reviewed and approved by the supervisor, CEO and Human Resources. Merit bonuses will be prorated based on 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 unpaid leaves of absence. Merit increases for ten-month employees are prorated based on date of hire in the first year of employment.

DISCIPLINARY PROCESS

Employees are expected to meet certain standards of work performance and conduct. These include, but are not limited to, those standards outlined in this handbook as well as in the 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 employee's conduct 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 or unacceptable performance or behavior, it will be grounds for termination.

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. If an employee is required to procure goods and services, the appropriate authorizations from the employee's supervisor must be obtained 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 the school's name.

SOLICITATION AND DISTRIBUTION

The school prohibits the solicitation by employees and the distribution of non-school related materials in the work area and during work hours. Bulletin boards, internal directories, interoffice mail, email, and other School resources are to be used only for authorized School purposes unless otherwise designated.

Employees may not solicit or distribute ANY information in Reach 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 school leadership. Requests to conduct fundraising activities must be approved in advance by the CEO.

The school reserves the right to sponsor certain nonprofit fundraising events. However, employees will not be required to participate.

APPEARANCE AND DRESS

The school strives to provide a work environment that is both professional and comfortable for employees. Employee's dress, grooming and personal hygiene should be appropriate to the school environment in accordance with guidelines set forth by the supervisor. In general, employees are expected to dress and present themselves in a manner that is acceptable in a school setting.

When meeting with families/students and/or external parties or when visitors are expected at the school, employees should dress in accordance with the expectations of those individuals. Employees who are

dressed inappropriately may be asked to select suitable attire. Any questions concerning the dress code should be directed to the employee's supervisor or to Human Resources.

ANIMALS IN THE WORKPLACE

Pets are not permitted at the school office or at school related events, unless they are an employee's registered service animal. If you have questions regarding registered service animals, please contact Human Resources for additional information and requirements.

CONDUCT WHILE DRIVING

Employees are completely responsible for any accidents, fines, or traffic violations incurred while operating personal vehicles. While driving a personal vehicle, or a rental vehicle for school business, the employee's personal automobile insurance will be considered primary and any organizational-provided coverage secondary.

Employees who are driving while on school business are expected to conduct themselves in a safe and legal manner, obeying posted speed limits and avoiding distractions while driving.

SOCIAL MEDIA POLICY

The school believes 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 professionally and responsibly. This policy is focused on social media activities inside or outside of work 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, Instagram, Twitter, TikTok, YouTube, etc.). Remember that our rules of conduct apply to all online activities.

The school discourages teachers from sharing personal information with learners and their families 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.

SUBSTANCE ABUSE

Reach is committed to maintaining a safe, healthy and efficient working environment for our employees and the families we serve. Therefore, the school requires 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 or other intoxicants in the presence of any students or families enrolled in 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 supervisor if the use of the medication might impair their ability to perform their 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. Taking over-the-counter or prescribed medication contrary to its proper use is strictly prohibited.

Employees may not use Reach property and equipment or use their own personal 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 supervisor if you are aware of illegal activity at your workplace. You are required to cooperate fully with the Human Resources Department 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.

Searches: Reach reserves 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 the main office or while carrying out any work-related event, if there is a valid reason for such a search.

Drug and Alcohol Testing: Reach may require pre-employment testing, reasonable cause testing, post-accident testing, unannounced random testing, and follow-up testing.

Employee Assistance and Rehabilitation: Reach encourages any employee with a drug, substance or alcohol abuse problem to seek treatment voluntarily. In the case of a positive drug or alcohol test result or a violation of this substance abuse policy, the school reserves 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 prior to violation of provisions of the substance abuse policy. Under an employee assistance and rehabilitation program, the employee will, among other things, be required to successfully complete and provide appropriate verification of successful completion in an alcohol/drug treatment program prior to returning to work.

Confidentiality: The results of any drug or alcohol test conducted, as well as participation and/or completion in an employee assistance and rehabilitation program will be kept confidential to the extent possible. Test results will not be disclosed to any other employees or any other persons, except to persons to whom disclosure is necessary.

TOBACCO USE

Reach prohibits smoking and vaping on all school premises to provide a safe and healthy work environment for all employees. Smoking is defined as the “act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind.” Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs and e-cigars.

This includes all school property (owned or leased, including reception areas, restrooms, common areas), including vehicles leased by Reach, as well as at any school event. This applies to employees, visitors, contractors/consultants, students, family members, etc.

EMPLOYEES WHO WORK WITH CHILDREN

It is Reach's policy to ensure the safety and well-being of all children enrolled in or participating in activities sponsored by our school, and to report suspected cases of child abuse and neglect consistent with the requirements of state law. Additionally, Reach will not knowingly place a student in contact with an employee who 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. All Reach employees should work to maintain a learning environment that is respectful of students.

Child Abuse: Educational employees are responsible for being alert to possible abuse or neglect. The school provides training to employees who interact with children which includes guidelines for identifying and procedures for reporting any suspected child abuse or neglect. Employees must comply with the established procedures and the applicable laws.

Non-Fraternization: School employees are strictly prohibited from engaging in personal relationships with students that are or appear to be outside the scope of a professional relationship. Employees who violate this rule may be subject to reporting to law enforcement authorities if the conduct is believed to constitute a crime or other prohibited activity under state or federal law. In addition, the parents/guardians of the student involved will be notified of the student's involvement and the actions taken.

Home Visits and Transportation of Students: An educator may be permitted to visit the home of a student if a parent/guardian/person responsible for the student is present. Prior to such a visit, an employee must get their supervisor's approval. Family Mentors, Psychologists, Social Workers and Counselors may be asked to make home visits as a regular responsibility of their job. Employees are strictly prohibited from providing transportation to students for any purpose, unless an exception is approved in cases involving extraordinary circumstances.

Inappropriate Physical Contact with Children: Employees may not engage in physical contact with a child that is or is perceived to be unlawful, harmful, sexual, offensive, unwelcome (by the family and/or by the learner) or in any way inappropriate. Additionally, educators must adhere to the requirements set forth in the Pennsylvania Code of Professional Practice and Conduct for Educators, as well as Pennsylvania statutes regarding offenses against the person, against property, against the family or against the public.

Any employee who interacts with students in the course of their job should be familiar with and comply with the rules contained within the School Handbook. Any violation of the above requirements, as well as any requirements promulgated by the Leadership of Reach as it pertains to treatment of students, will not be tolerated. Any employee in violation may receive disciplinary action up to and including termination of employment.

CONFIDENTIAL RECORDS – ACCESS, RETENTION, AND DISCLOSURE POLICIES

Family Educational Rights and Privacy Act (FERPA)

Reach employees are subject to the requirements of the Federal Family Educational Rights and Privacy Act (FERPA). Employees are responsible for reviewing the applicable requirements and only disclosing any student information if specifically required by regulation and when such disclosure is permitted by FERPA. Additionally, 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 supervisor. The failure to comply with these requirements may result in legal liability to Reach and in disciplinary action against the offending employee.

Protecting Technology Information

Each Reach employee has a personal and professional responsibility to protect any information which may be confidential employee (HIPAA or other) or learner (FERPA or other) information, or information that is confidential or proprietary to Reach.

Employees are prohibited from using personal email accounts, to conduct Reach business and may only use Reach email accounts and servers for Reach business. As a user of Reach technology, you must comply with the following:

- Personally identifiable information that includes social security or financial account numbers must not be stored locally on a laptop or other removable media such as USB and flash drives unless the data is encrypted and password protected.
- Laptops and other electronic devices such as smartphones that receive school emails must be password protected in case the device is lost or stolen. All electronic devices must be locked when not in physical possession or use by an employee.

Any failure to comply with the above requirements, or other requirements promulgated by the school leadership, will be considered a serious Reach of responsibility and may be subject to disciplinary action, including termination of employment.

Confidential and Proprietary Information; Intellectual Property

Employees are responsible for limiting disclosures of confidential and proprietary information solely to those individuals who need to know the information in order to perform their job responsibilities for the benefit of the school. This applies to disclosures made both during and after employment with Reach.

Confidential and proprietary information belonging to or protected by Reach includes, but is not limited to: data; know-how; contracts, trade secrets; processes and procedures; operations; business plans; marketing strategies and techniques; handbooks and manuals; research; reports of consultants; legal counsel advice and communications; privileged communications of any type; business relationships; business opportunities; employment relationships; intellectual property; vendor information and vendor trade secrets and intellectual property; finances; and other business information.

Employees must conspicuously label confidential information with the applicable classification notice (for example "Reach Cyber Charter School – Confidential"). In addition, all confidential information must be safeguarded and kept secure and disposed of in a secure manner (subject to records retention requirements).

Under Federal and State Copyright Law and Trademark Law, and under Reach policy, any copyrightable material or concepts or ideas, or material that may be otherwise protected as intellectual property, that is produced or conceived by an employee of Reach, and that relates in any way to the employee's job responsibilities, to Reach's educational or business operations or to the expected scope of employment, are the property of Reach. Such materials are considered to be "works made for hire" and any attempt to divert, utilize or exploit such materials for the benefit of the employee or any other individual or entity is strictly prohibited and may lead to disciplinary action and/or to the initiation of legal action by or on behalf of Reach.

Teachers and other personnel are encouraged to contribute instructional materials and methods that they have developed during their employment for use by the broader Reach community. Such materials may be edited or formatted by others at Reach and are considered the property of Reach, for the benefit of the Reach learning community.

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 course of their employment, such as an employee reference request, should refer such inquiry as follows:

- Media Inquiries – CEO

- Lawyers or Government Agencies – CEO
- News Report Inquiries – CEO
- Employment References or Employment Verification Requests – Human Resources

Access to Personnel Files

Employee files are maintained by the Human Resources Department and are considered confidential. Supervisors may only have access to personnel file information on a need-to-know basis.

Personnel file access by current employees upon request will generally be permitted within 3 days of the request. Employee's may request a copy of their personnel file. The request must be made in writing to Human Resources.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information. Previous employees do not have the right to inspect their personnel files.

WORK ARRANGEMENT POLICIES

WORK FROM HOME (WFH)

Employees who would normally work out of a school office may be eligible to WFH on a full-time, part-time, or occasional basis. Specific information regarding WFH arrangements offered is provided below. The decision whether to allow an employee to WFH is within the sole discretion of Reach. A supervisor can require an employee with WFH privileges to come into the office or assigned office location at any time. If an employee is requested to come into the office or assigned office location and fails to do so, disciplinary action may be taken.

This policy does not apply to employees who request to WFH as an accommodation for a disability under the Americans with Disabilities Act.

WFH CLASSIFICATIONS

Home Based Employee – Full Time:

- WFH five (5) days per week.
- Positions eligible for WFH are determined by the CEO and/or school leadership.
- Must live at least 60 miles from the school office.
- Employees who WFH are expected to work at the same level and adhere to the same standards as employees who report to the school office.
- Work location is indicated in the offer letter.
- A decision to allow WFH will be determined by the employee's supervisor and Human Resources.

Occasional WFH Days:

- WFH one (1) day per week may be granted upon request to the employee's supervisor and Human Resources.
- Employees who WFH are expected to work at the same level and adhere to the same standards as employees who report to the school office.
- These arrangements may be modified or discontinued at the discretion of school leadership.

Short-Term WFH:

- Refers to situations in which the employee is permitted to WFH for a defined period of time due to a personal need or a return from short-term disability, and the duration is less than one school year.
- This short-term WFH situation may be discontinued at any time, with or without notice, in the sole discretion of Reach. Generally, a thirty (30) day notice would be provided.

An employee's WFH schedule may be altered by school leadership at any time based on school needs.

WFH Requirements:

- **Work Environment:** Employees are required to establish an appropriate work environment within their home.
- **Work Hours:** Employees who WFH are required to work from 8 AM until 4 PM daily.
- **Calendar:** Employees who WFH are required to work on those days indicated on the school calendar.
- **Contact Information:** Employees who WFH must provide their home telephone numbers and mailing address to Human Resources. Any changes must be reported to Human Resources immediately.
- **Communication:** Employees who WFH are required to communicate with their supervisor in the manner and frequency indicated by the supervisor.
- **Accessibility:** Employees who WFH must be accessible by phone and internet within a reasonable time period during the workday. If an employee will not be available for a period of time greater than one (1) hour during their scheduled hours, the employee must notify their supervisor.
- **Phone Calls:** All work numbers should be answered professionally and by the employee only. All work numbers should have a professional voicemail message that indicates the employee's name and role.
- **Responding to Voicemails:** Employees who WFH are required to check their work voice mailboxes at least three (3) times per day and return calls from their supervisor within three (3) hours during normal work hours.
- **Responding to Instant Messages:** Employees who WFH are required to respond to Instant Messages within twenty (20) minutes during normal work hours.
- **Off-Site Responsibilities:** Employees who WFH will be given an assigned office location. This location may be the actual school office, a public meeting location where the employee will be expected to meet with their supervisor, or the employee's home address. These meetings may be scheduled on a regular and/or ad hoc basis.
- **Evaluation:** Evaluation of an employee's performance while WFH 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's main office, but with additional focus on work output and the completion of objectives, and less focus on time-based performance.
- **Confidentiality:** Employees who WFH are required to take steps to prevent proprietary and/or confidential information regarding the school, its employees, and its clients from unauthorized disclosures or unauthorized access. Employees should use locked file cabinets, and desks; practice regular password maintenance; and take other steps, as appropriate to protect proprietary and/or confidential information. Portable Media (flash drives, CDs, etc.) should not be used to store or transport proprietary and/or confidential information under any circumstances without supervisor permission. It is recommended that no proprietary and/or confidential data be printed from the employee's home. If proprietary and/or confidential data is printed, it must either be 1) returned to the school office or 2) shredded.
- **Contact with Students and Other Individuals:** Employees who are WFH are prohibited from granting access to their home work location to students, potential students, their families or caregivers.
- **Child/Dependent Care:** WFH should not be used as a means of providing and/or replacing child/dependent care. The purpose of the WFH arrangement is to provide employees with a work

environment that meets the school's operational needs. Employees working from home may ***NOT*** act as primary caregivers for dependents during working hours. Dependents may be present in the employee's home; however, the dependents must not require the employee's attention during normal work hours. Reach reserves the right to request proof of child care arrangements. Any deviation from this requirement may be subject to disciplinary action, including termination.

- Expenses:
 - Mail: Employees who WFH may request reimbursement of costs incurred in mailing bulk or expensive materials (typically quantified as greater than \$5.00). A receipt from the carrier is required for reimbursement
 - Travel: Employees may be eligible for travel reimbursement in accordance with IRS guidelines and/or state law.
 - 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 WFH arrangement is the responsibility of the employee.
- Computers:
 - Home-based Employees: Generally, home-based employees will be provided with a computer and dependent upon job duties, related equipment. Equipment is to be used for school purposes only. The equipment is the property of Reach at all times. Upon termination of employment, employees are required to return all school-owned equipment and other property.
 - Office Based Employees with WFH Privileges: Employees who WFH on a short-term or occasional basis will be provided with a computer.
 - Broadband Service: Employees who WFH are required to maintain broadband access to the internet, as well as a dedicated phone line that is available during working hours. If an unexpected technology issue occurs (e.g. Internet outage), the employee may take up to thirty (30) minutes to determine if the issue can be resolved. If it is unresolved or intermittent issues persist, the employee will need to move to an approved location with required technology to continue working. The employee will need to consult with their supervisor to determine how to make up the time spent commuting to the approved location.

REGULATORY COMPLIANCE/RISK MANAGEMENT

- On-site Inspection: Employees who WFH 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 regular workday.
- Equipment and Workspace Design: Equipment and workspace design must meet all applicable standards and requirements.
- Reporting Injuries: Injuries sustained by an employee while working at home may be covered by the workers' compensation policy. If you are injured while working at home, you must contact your supervisor and Human Resources immediately to make a report.
- Injuries to Visitors: We are not responsible or liable for any injuries sustained by visitors to an employee's home office or assigned office location.
- Tax Considerations: In accordance with the law, all mandatory federal, state, local, and other deductions will be taken from an employee's semi-monthly pay.

WORKPLACE SAFETY AND SECURITY PROTOCOLS

WORKPLACE SAFETY

All employees must practice safety awareness by reporting unsafe conditions to their supervisor immediately. If a crisis or near-crisis situation arises at any school site, employees should not attempt to handle it on their own. Immediately consult a manager and/or Human Resources.

Practice safety around the office by not using, adjusting, or repairing machines and equipment, unless 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 the school's emergency action plans and report all injuries, illnesses, and accidents that are sustained while performing school-related work or while on school property immediately, no matter how minor. If employees are in a position that requires the operation of machinery or equipment that requires specific training or certification, they must possess the appropriate certification or have completed the appropriate training.

SECURITY

Reach will not be liable for the loss, theft, or damage of any personal property brought onto our premises, or for fire, theft, damage, or personal injury involving employee automobiles, their contents, or occupants. The school reserves the right to inspect and search all areas of our 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 school visitors, as well as the security of our facilities, Reach may conduct video surveillance of any portion of our 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, electronic files, files (including file cabinets, desks, closets, storage areas), restrooms, and all other areas of the facilities and premises as well as the person, vehicles, purses, packages, parcels, and other containers of individuals entering, leaving, or located on school property. School administration may conduct these investigations, inspections, and searches to detect illegal or unauthorized drugs and drug paraphernalia, alcohol, weapons, removal of school property or for other reasons at our discretion. For these reasons, duplicates are kept of all keys issued to employees.

The school reserves the right to access and inspect any personal computer or related device if such equipment is used to conduct school business.

Employee assistance with efforts to provide for a safe working environment – including authorization to conduct security inspections or cooperation with school security inspections – is expected as a condition of your continued employment and is appreciated. Reach reserves the right to occasionally review “swipe” records where key cards/codes/fobs are used for access, as well as question an employee about office entry/exit at abnormal hours.

WORKPLACE VIOLENCE PREVENTION

Reach does not tolerate acts of workplace violence or other unlawful conduct committed by or against employees, business associates, or students and families. The school prohibits employees from making threats or engaging in violent or unlawful acts.

FIREARMS AND WEAPONS

In an effort to provide and maintain a safe work environment for all employees, Reach prohibits the possession of firearms and weapons of any kind on all school property (owned or leased, including reception areas, restrooms, common areas), including vehicles leased by Reach, as well as at any school event. This applies to employees, visitors, contractors/consultants, learners, family members, etc.

SECURITY PRACTICES

Do not hesitate to contact 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 the school vulnerable to possible lawsuits.

Always report violent, threatening, harassing or suspicious behavior, as well as any suspicious packages to your Supervisor or Human Resources.

RESPONDING TO THREATS

If you are the recipient of a threat against the school, our facilities, our students, or employees (including yourself), you are required to report such incident immediately. Please use the following guidelines for dealing with threats.

- If you receive a threatening call, report the incident to your supervisor and/or the Director of 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.
- If you receive a threatening email, immediately forward the email to your Supervisor and the Director of Human Resources.
- If a threat is received through the mail, notify your Supervisor and the Director of Human Resources immediately. Save the letter and the envelope and handle them as little as possible, 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 your supervisor.
- For any serious in person threat, please call 911 immediately.

PROPERTY/EQUIPMENT and TECHNOLOGY/COMMUNICATION SYSTEMS

PROPERTY AND EQUIPMENT

Reach's tangible and intangible property and equipment is not for personal use and may not be removed from the premises without express permission. Reach reserves the right to access and search all equipment, computer systems, electronic communication systems, and telephone which are assigned to be used for school purposes.

LOST, STOLEN, OR DAMAGED EQUIPMENT

- Lost technology equipment should immediately be reported to your supervisor.
- Any equipment deemed to be stolen must immediately be reported to the police. After contacting the police, the employee should immediately contact their supervisor with the police report number.
- Any technology equipment that is damaged due to a personal accident (fire, auto accident, etc.) should be reported to the employee's insurance company, and the claim number should be reported to your supervisor.
- Any technology that is damaged due to "normal" wear and tear should be reported to your supervisor as soon as possible. If there is excessive replacement/repair (more than two (2) in one (1) school year) the employee may be responsible for the cost of replacement/repair.

EQUIPMENT RETURN

In the event of retirement, resignation, or termination the employee should coordinate the return of Reach technology with their supervisor. Technology should not be returned prior to the last day of work.

ACCEPTABLE USE OF TECHNOLOGY

By using Reach's hardware, software, and network systems, you assume personal responsibility for their appropriate use and agree to comply with this policy and other applicable school policies, as well as federal, state and local 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.

LICENSING

Reach is 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. Reach must strictly enforce license compliance because any violation by a user may still cause the school 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.

ACCEPTABLE USE OF COMMUNICATION SYSTEMS

As a productivity enhancement tool, the school encourages the use of electronic communications (including phone, voicemail, email, webmail, message boards, instant messaging, and fax). Electronic communication systems and all messages generated on or handled by electronic communication 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.

The school's electronic communications and telecommunications systems generally must be used only for Reach activities. Incidental personal use is permissible so long as:

- It does not preempt any school activity.
- Your supervisor is aware of your intended non-business use.
- It does not consume more than a trivial amount of time and/or resources.
- 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. Employees are reminded that the use of school resources, including electronic communications and telecommunications systems, should never create either the appearance or reality of inappropriate use.

MESSAGE BOARDS

Postings by employees 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 may not be used for communication on personal matters. Webmail is for communication between and among staff, students and families and should be professional at all times.

EMAIL

Emails that are sent using the school email system are the property of the employer and may be viewed by members of administration or others with administrative rights to the system.

TELEPHONE USE

Reach phones may be monitored or recorded to ensure the quality of service.

PERSONAL ELECTRONIC DEVICE USE

Reach recognizes that mobile phones and electronic devices are now an integral part of the daily lives and culture of many of the school's employees. Reach further recognizes that electronic devices are helpful to many employees to successfully execute their job duties. If an employee's electronic device utilizes Reach's Internet connection or is connected to any Reach-owned technology resources, the Reach Acceptable Use Policy applies. There is nothing in this handbook that shall affect the ability of employees to use an electronic device because of the employee's urgent health or safety needs, or those of their family, or in the event of an emergency. However, while at work, employees are expected to exercise discretion in using personal cell phones. Personal calls/texting during the work hours, regardless of the phone used can interfere with employee productivity, safety and may be distracting to others. When at all possible, employees are encouraged to make personal calls or send texts during breaks.

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 yourself in order 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.

NO GUARANTEED MESSAGE PRIVACY

Reach 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.

INCIDENTAL DISCLOSURE

It may be necessary for Reach staff to review the content of an individual employee's communications during an investigation or problem resolution. Reach 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 authorized or appropriate for general distribution, electronic communications users should exercise caution when forwarding messages.

REMOTE ACCESS POLICY

Remote access is a generic term used to describe the accessing of our computer network by individuals not located in an office. Reach 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 office and from home. Participation as a remote access user may not be possible for every employee. Remote access is meant to be an alternative method of meeting the school needs. Reach may refuse to extend remote access privileges to any employee or terminate a remote access arrangement at any time. The school will bear no responsibility if an employee chooses to use personal equipment to perform work duties. 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 the school resources.

All computers accessing third-party provider or 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.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that:

I have been advised the Reach Cyber Charter School has an employee handbook which sets forth various procedures, rules and policies regarding my employment by the school.

I understand that I have access to and can obtain a copy of the employee handbook for review at any time online or by contacting the Reach Human Resources Department or my Supervisor.

I understand and agree that I am responsible for knowing and understanding its contents and abiding by the procedures, rules and policies set forth in the employee handbook.

I understand that the employee handbook does not create a contract of employment, either express or implied or a guarantee of any benefit, and that it contains only a summary of benefits and an overview of policies and procedures.

I understand that all employment policies, practices, wages and benefits, whether they are in the employee handbook or not, may be unilaterally changed, amended, modified, reduced, or discontinued at any time at the school's sole judgment and discretion.

I understand that any amendment of the employee handbook will always govern and supersede any prior versions.

I understand, in accordance with the employee handbook policies, that if I should have questions or concerns regarding my terms of employment or working conditions, I should contact the Reach Human Resources Department or my Supervisor.

I have read and understand this handbook and I agree to abide by all procedures, rules, and policies as well as immediately report any perceived violations to my supervisor and/or the Reach Human Resources Department.

I understand the school has the right to use disciplinary action for any violation or perceived violation contained in the employee handbook.

I understand the details of any benefits available to me as an employee and any of my dependents are contained in the Reach Benefits Guide.

I agree my employment continues to be at-will and for no definite duration, I can terminate my employment at any time, with or without cause or notice, and the employer reserves the right to do the same.

I recognize I may be required to re-acknowledge the contents of the handbook upon request by Reach.

Employee Name (Please Print): _____

Employee Signature: _____

Date: _____

4TH QUARTER OPERATIONS METRICS

Pearson Virtual Schools (PVS) works with leadership teams, teachers, and other staff members of the schools it supports to continuously improve student achievement. The Customer Success Partner (CSP) team works to support schools through School Improvement Planning, Advisory Committees, Professional Learning Communities (PLCs), and weekly communication with each school's leader to support all stakeholder working through the daily challenges of successful school operations.

Common operational trends in these school-based efforts are monitored across all schools with priorities placed on the metrics summarized below. These metrics are timely, and align with both the school year cycle, and align to the Core Standards for Facilitating Student Learning, a guide of best practices and recommendations for a Connections Academy school. The Core Standards group teacher and school operational tasks into these more broadly defined categories:

- Professional Responsibilities: Second semester core course passing rates, cohort results, and SPED document compliance (IEP required reviews).
- Instructional Expertise: Summary of Connections-offered professional learning sessions.
- Student Engagement: On time and completed Welcome Calls, student and Learning Coach contacts, completed end of year contacts, and “final” during school year withdrawals.
- Data Driven Instruction: Rtl tier status, Curriculum Based Assessment (CBA) completion, formative assessment “post-test” completion.
- School Operations: Open teaching positions filled, teacher retention, and students indicating they would return for the 20/21 school year.

Quarter 4 encompasses the time period between April 1, 2021, and June 30, 2021. The metrics shown here are compared with a group of other Connections Academy schools – aggregated to give some context without sharing every school's data. There are not truly “comparable schools”, but we have grouped them by student start date noted in the tables by “Group”, and, also by size (small 0-799, medium 800-2999, large 3000+ students). Additionally, year over year comparison data is provided where available to highlight specific trends. Many other factors contribute to and should be considered when evaluating successful school operations (age of the school, its rate of growth, its funding per pupil, enrollment caps and/or other rules affecting student demographics, etc.); that information is not provided in this report.

Professional Responsibilities

	ELA Course Pass Rates			Math Course Pass Rates		
	K-5	6-8	9-12	K-5	6-8	9-12
Reach 20-21	92%	86%	83%	90%	82%	78%
Reach 19-20	92%	89%	89%	89%	81%	84%
Large Avg.	94%	91%	89%	93%	89%	86%
Group 3 Avg.	93%	90%	85%	91%	87%	84%
Connections Avg.	94%	90%	87%	93%	86%	85%
	Science Course Pass Rates			Social Studies Course Pass Rates		
	K-5	6-8	9-12	K-5	6-8	9-12
Reach 20-21	91%	83%	88%	93%	82%	85%
Reach 19-20	88%	89%	88%	87%	85%	86%
Large Avg.	94%	91%	92%	94%	90%	92%
Group 3 Avg.	93%	90%	89%	92%	90%	88%
Connections Avg.	94%	90%	90%	93%	90%	90%

Percentage of 2nd semester “final” core courses on track for successful completion – This shows the percentage of 2nd semester core courses marked as successfully completed (those with a passing score). The “final” grades reported for the second semester reflect an increase in the average of all Connections-supported partner schools in most subject/grade levels reported above (increases range from 1-5%).

	Compliant IEP Review
Reach 20-21	99%
Reach 19-20	100%
Large Avg.	97%
Group 3 Avg.	96%
Connections Avg.	98%

Percentage of special education students with a compliant IEP review – Special education students are required to have an annual review of their Individual Education Plan (IEP) at or before their current IEP due date. Additionally, at least every three years, special education students are required to have a re-evaluation meeting that is at or before their current re-evaluation due date. This metric reports on the average of both compliant reviews and re-evaluations across schools.

Instructional Expertise

Professional Learning Sessions Offered

Connections has offered an extensive professional learning program for the last several years. This year’s overview shared with Boards demonstrated a commitment to flexibility and meeting the unique needs of individual teachers. Instead of assigned course levels and a specified learning path, the Professional Learning course features a calendar for teachers to choose sessions most relevant to their needs. Due to this flexibility, participation was not easily tracked across all schools. Reporting for Quarters 2-4 have focused on highlighting available choices rather than reporting on specific participation.

Sessions offered in April and May 2021 include: Developing Empathy in a Virtual World, Flipping the Tassel: Doing What it Takes, Making Math Stick-Brain Based Strategies for the Elementary Classroom, Student Engagement: Strategies to Excite, Engage, and Energize Your Teaching!, Putting it All Together to Grow Student Learning of Mathematics, MTSS: What's my Role for the End of the Year?, and Using Video to Engage Students.

Student Engagement

	On Time Welcome Calls	Welcome Calls Complete	Student Contacts Met	LC Contacts Met	End of Year Contact	DSY WD
Reach 20-21	81%	99%	95%	92%	92%	19%
Reach 19-20	89%	100%	91%	87%	83%	19%
Large Avg.	89%	100%	93%	84%	95%	19%
Group 3 Avg.	78%	99%	97%	79%	95%	18%
Connections Avg.	91%	100%	95%	83%	94%	20%

Percentage of students receiving a “Welcome Call” on time, and percentage of all completed Welcome Calls – Welcome Calls to students by teachers (or designated school staff members) have been shown to correlate strongly with student retention and parent satisfaction; a Welcome Call is “on time” if completed within 7 calendar days of enrollment. We continue to focus on successful Welcome Call completion throughout the year as many Connections schools do continuously enroll, even up through the last week of the school year. Schools that do not have open enrollment may see fluctuations in their reported rate due to student withdrawals. On time completion and total completions across all schools remains a focus of teachers and efforts are reflected in the high completion rates in both areas.

Student & Learning Coach Contacts Met – Although contacts happen in other ways (webmail, LiveLesson, etc.), Connections recommends a phone (or individual synchronous) contact between teachers and students every 14 days and learning coaches at least three times per year. Student and Learning Coach contacts met rates for 2020-21 outperformed end of year completion in 2019-20.

Completed End of Year Contact – As part of the school year cycle communication process at each school, teachers complete an End of Year call with all students prior to the last day of school. During this call, teachers discuss recommended placement, suggest ways to prevent summer learning loss, and attempt to help families finalize their plans for returning the next school year.

Final 20-21 “During School Year” Withdrawal Rate – The percentage of students enrolled during the 20-21 school year who engaged by completing at least 20 lessons but withdrew before the end of the school year. These withdrawal rates are typically higher than those of traditional brick and mortar schools, and differences between Connections-supported schools can be a result of state-specific regulatory issues and other factors such as continuous enrollment. Connections-supported schools continue to seek ways to increase student engagement thereby lowering withdrawal rates.

Data Driven Instruction

	Tier I	Tier II	Tier III	CBA "Met" K-8	CBA "Met" 9-12	Post-Test Participation
Reach 20-21	83%	2%	3.2%	91%	79%	NA
Reach 19-20	80%	4%	2.5%	84%	77%	NA
Large Avg.	88%	5%	1%	91%	87%	68%
Group 3 Avg.	87%	5%	1%	82%	81%	75%
Connections Avg.	87%	5%	1%	89%	87%	75%

Percentage of students identified for Response to Intervention (Rtl) tiers – Rtl is a systematic way of connecting instructional components that are already in place in a class. It integrates assessment data and resources efficiently to provide more support options for every type of learner. Based on the Rtl framework, a percentage of students (approximately) will be identified at each tier level to receive increasingly structured and frequent interventions; Tier I – 80-90%, Tier II – 5-10%, and Tier III – 1-5%. Tier III here does not include students with an active IEP in ELA or Math. We recognize that Rtl continues to be a process that varies widely by state and was developed for a brick-and-mortar setting. Connections departments dedicated to the Rtl process continue to work with school leaders, teachers and Rtl support representatives to make modifications.

Percentage of students with CBAs Met – Connections-supported schools ensure student learning is authentic partly through a minimum number of “curriculum-based assessments” (CBAs) – usually 1:1 phone calls during which a teacher probes the student’s understanding of a specific part of the curriculum. This metric is the percentage of students at the school meeting these criteria by the end of the school year.

Percentage of students assigned a “formative” Post-Test who completed it – This metric emphasizes the importance of getting test results for students so that schools can identify who may be in need of academic interventions. In 2020-21, schools were given assessment options to better meet our educator needs. Across all Connections supported schools the average participation rate for the Reading and Math assessments increased to 75% from 47% in the prior year; benchmarking will continue to be a focus across schools.

School Operations

	Teachers Hired by 6/30	Teachers Returning	Students Returning
Reach 20-21	NA*	NA*	67%
Reach 19-20	NA	100%	86%
Large Avg.	96%	99%	73%
Group 3 Avg.	95%	98%	69%
Connections Avg.	96%	98%	69%

Percentage of teaching positions filled as of 6/30 – These metrics track progress toward the overall goal of having all teachers hired and on the job by the first day, so they can participate fully in the “on-boarding” process and be ready to go when students start returning. This snapshot as of 6/30 gives an overview of spring progress in hiring. Hiring efforts continue for all unfilled vacancies. *PVS does not provide full HR services for this school.

Percentage of teachers planning to return as of 4/1 – Each spring, teachers are asked to indicate if they intend to return to their teaching position for the next school year. 98% of teachers said “Yes” across Connections-supported schools, consistent with prior year. More teachers do leave between 4/1 and the beginning of the school year, but this is a useful early indicator of teacher retention. *PVS does not provide full HR services for this school.

Percentage of students planning to return as of 6/30 – Each Spring, families are asked to indicate if they intend to return. 69% of students eligible to return (graduating seniors, for example, are not counted) replied “Yes”. This represents a decrease over prior year, possibly due to families opting to return to in-person learning as pandemic restrictions have been lifted. However, efforts continue each year to increase student retention.

2021-2022 KEY SCHOOL METRICS

Four times throughout the school year, Pearson Virtual Schools provides a summary of key metrics relevant to the school year cycle. These metrics help schools identify strengths and areas for improvement and are used to measure efficacy of our program. Schools have access to underlying data reflected on these reports and are updated weekly so that monitoring progress can be ongoing. Additionally, school leaders are provided support by Customer Success Partners with Pearson Virtual Schools to clarify data as well as drive improvement in outcomes.

Effective in the 2021-2022 school year, the reporting period (RP) will be adjusted to better align with the school year cycle and provide more timely updates on school performance. The revised reporting cycle is outlined below:

- Reporting Period 1: ends October 30, reports shared in November
- Reporting Period 2: ends January 30, reports shared in February
- Reporting Period 3: ends March 30, reports shared in April
- Reporting Period 4: end of year: reports shared in August

Further, the table below shows the name of the metric and the reporting timeframe it is expected to be finalized. These metrics align with the Core Standards for Facilitating Student Learning utilized across all schools as the driving force behind the Connections Academy mission - *To help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program.*

PROFESSIONAL RESPONSIBILITIES

Metric	Period(s) Reported
% 1 st Semester “core” courses successfully completed for IEP only and All Students, separately: K-5, 6-8, 9-12 – ELA, Math, Science & Social Studies	RP 1 - Reported as % on track for passing RP 2 - Reported as “Final” Semester 1 passing
% 2nd Semester “core” courses successfully completed for IEP only and All Students, separately: K-5, 6-8, 9-12 – ELA, Math, Science & Social Studies	RP 3 - Reported as % on track for passing RP 4 - “Final” Semester 2 passing
Cohort Summary Report – High School % On Track	RP 1 - 4 active cohorts from 19/20 (to account for credits earned during the summer) RP 2,3,4 - All active cohort years during 20/21
% Students with Compliant Individualized Education Plans (IEP)	RP 1,3 - Triennial reviews RP 1,3 - Annual reviews

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INSTRUCTIONAL EXPERTISE

Metric	Period(s) Reported
Professional Learning Sessions Offered	RP 1,2,3,4 - Highlight sessions and topic offered during each quarter.
% of teachers with Teacher Orientation course complete	RP 1 - Highlight importance of orientation sessions – note overall percentage of completed new orientation

STUDENT ENGAGEMENT

Metric	Period(s) Reported
% On-time Welcome Calls	RP 1,2,3,4 – Reported as % of welcome calls completed within 7 days of enrollment
% Completed Welcome Calls	RP 1,2,3,4 – Reported as % of welcome calls complete
% Student Contacts Met	RP 1,2,3,4 – Reported as % of students with status “contacts met” indicating a successful synchronous contact
% Learning Coach Contacts Met	RP 1,2,3,4 – Reported as % receiving at least: -1 successful call by Q1 -2 successful calls by Q2 -3 successful calls by Q4
% Completed End of Year contact	RP 4 – Reported as % of students successfully receiving an End of Year call
% During School Year Withdrawals	RP 1,2,3,4 – Reported as % of students who withdraw during the school year (after meeting “engagement” criteria)

DATA DRIVEN INSTRUCTION

Metric	Period(s) Reported
% of students assigned by RTI Tier	RP 1,3 – Reported as % assigned Tier 1, Tier 2, and Tier 3
% CBA Target Met – K-8 & 9-12	RP 1,2,3,4
% Completing Benchmark Assessment Pre, Mid, and Post Test*	RP 2 - Pre-test RP 3 - Mid-test RP 4 - Post-Test

	*Reported as average of Reading and Math tests
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SCHOOL OPERATIONS

Metric	Period(s) Reported
% of Students Enrolled on the First Day of School	RP 1 – Reported as % of students enrolled on or before the first student day of school
% of eligible “Returning” students enrolled	RP 1 – Reported as % of students eligible to return the following school year who enrolled by 9/30
% Teachers Returning	RP 4 – Reported as % of teachers not indicating they would not return via the Teacher Intent to Return process
% Eligible Students Returning	RP 4 – Reported as % of students indicating they would return via the Student Intent to Return process



To: Reach Cyber Charter School Board of Directors
From: Joan Roberts
Re: CA General Handbook

For your awareness we have made an update to the Connections Academy General Handbook. A summary of the changes is provided below.

11.2.2 Technology Provided by Connections Academy*

Access to school-provided computers is disabled immediately upon student/user withdrawal or graduation from Connections Academy. Access cannot be re-enabled under any circumstances. All student/user data must be removed from the computer prior to withdrawal or graduation.

Please see the Technology section of your school's website or your School-Specific Handbook Supplement for additional information.



Memorandum of Understanding

Steeltown Entertainment Project and REACH Cyber Charter School

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Steeltown Entertainment Project (Steeltown) and REACH Cyber Charter School (REACH) to provide access for REACH high school students to attend Steeltown Film Academy (SFA) and receive internship credit towards their REACH high school education. The purpose of this MOU is to define the roles, relationships, and obligations of both parties.

Background. Steeltown Film Academy teaches and empowers students to create digital media that matters. Industry professional Teaching Artists guide, mentor, and educate students throughout their time at Steeltown and beyond. The program teaches filmmaking skills such as lighting, camera, and sound as well as valuable life skills through the filmmaking process, including collaboration, perseverance, accountability, critical thinking, communication, creative expression and what it means to be an active and responsible citizen.

Opportunities for students to engage with other filmmakers both through lectures and in on set settings, as well as field trips to various production-related businesses, organizations, and educational institutions are consistently offered at all levels of SFA. The program is offered throughout 3 semesters per year: fall and spring semesters, 12 weeks each (3 days per week) and a summer intensive for 6 weeks (4 days per week).

Steeltown Film Academy offers three levels of out-of-school programming to high school students (defined as rising 9th graders through summer post-graduates who were enrolled in a public, private, charter or online high school):

Learning Level: Our Learning Level of SFA introduces filmmaking concepts through formalized curriculum paired with project opportunities that demonstrate these skills at an increasingly advanced level throughout the semester, culminating in a final project that students work on collaboratively, from concept through completion. The semester also concludes with basic tests in lighting, audio, and camera. Students who pass these tests are then authorized to apply for the next level of internship, as well as granting them access to Steeltown's equipment for check out outside of regular Steeltown program hours.

Intern Level: Once students complete The Learning Level, they have the option to interview to join Steeltown as an intern. At this level, students support productions and content being created for clients by our Teen Film Crew or other students' content created for our web series, The Reel Teens. They continue to enrich their education in the various aspects of filmmaking



and participate in peer learning from advanced students. Students learn beyond individual skill sets to discover pathways for future careers in the entertainment industry, how to get started as an effective production assistant (PA) on set, and how the hierarchy of the industry functions, including both union and non-union pathways. They also have the opportunity to help students in the SFA program on their productions as either crew or on-camera talent. Students need to complete 100 hours at the Intern level, participate in a Peer Mentorship Training (provided by The Mentoring Partnership), and successfully complete advanced testing in audio, camera, lighting, and editing. They can then choose to interview for a paid position with Steeltown.

Teen Film Crew Level: Teen Film Crew (TFC) is a paid job with Steeltown and is open only to students who have completed both the Learning and Intern levels. Students in our TFC program can pitch ideas for original content, and develop those ideas with our teaching artists assisting as producers. Real-world pitching scenarios are created for students to experience having their project “greenlit.” Final Reel Teen projects also have the possibility of being submitted to film festivals by Steeltown on the students’ behalf (to date Steeltown productions have received several laurels that students have been able to add to their resumes/CV’s and college applications). Students are also given the option of working on client projects where they learn professional skills such as email, phone/zoom, and in person communications, as well as budgeting, deliverables, and production scheduling. TFC level students provide mentorship to Learning and Intern level students, therefore strengthening their own skills and enriching their leadership abilities. Students may stay with Steeltown at the TFC level up to and including the summer after graduation from high school.

Terms and Details. This agreement is in effect as of the date it is signed and provides for the following.

REACH Cyber Charter School agrees to the following:

1. Pay the tuition (\$1,500 per student) for up to 3 Learning Level Steeltown students per semester. Payment must be made in full prior to the start of each semester. A deposit of \$100 per student is required upon registration to hold the student’s spot.
2. Students will create and provide a learning plan and activity log which will be provided in a timely manner to the Steeltown Program Manager for approval.
3. Provide any important information regarding the student's specific educational needs (such as an IEP or 504 Plan), or if any accommodations need to be made.
4. Ensure students return any pertinent releases and agreements to participate in the program.
5. At the completion of the program, provide the Steeltown Program Manager with necessary documents such as reflection forms, evaluation sheets, or any sort of off-boarding documents as required by REACH, in a timely manner.



Steeltown Entertainment Project agrees to provide the following:

1. Approximately 100 hours of education and training to REACH students each semester.
2. All adults will have state mandated clearances for working with high school youth and appropriate skills and experiences to execute the program. Clearances can be provided by request.
2. Any camera, lighting, or editing equipment students might need to perform the assigned tasks within the program.
3. Sign off on activity logs that students will be responsible for providing.
4. Complete and sign a reflection form and student evaluation sheets which will be provided at the completion of the program.

Fees. REACH Cyber Charter School agrees to pay Steeltown Entertainment Project \$1,500 per student as tuition for the Steeltown Film Academy program. Tuition is only required for the first semester (Learning Level) of SFA.

Duration. This MOU is at-will and may be modified by mutual consent of authorized officials from Steeltown Entertainment Project and REACH Cyber Charter School at any time.

Contact Information

Steeltown Entertainment Project
Mary Ann McBride-Tackett
Program Director

Pittsburgh, PA
412-251-0890
maryann@steeltown.org

REACH Cyber Charter School
_____ (contact name)
_____ (title)
_____ (address)
_____ (address)
_____ (phone number)
_____ (email address)

Steeltown Entertainment Project
Please Sign: _____
Mary Ann McBride-Tackett
Program Director

REACH Cyber Charter School Representative:
Please Sign: _____
Please print name: _____
Print Title: _____

Date: _____

Date: _____

STEELTOWN SERVICES MENU

Let our Teaching Artists* bring their professional backgrounds and expertise into your classroom! Steeltown Teaching Artists are all working professionals with film production backgrounds. Their real world skills and experience can enhance the education of your students by giving them an understanding of the industry as well as comprehensive film production skills.

Whether it's a one-time workshop or regular placement in the classroom, our programming will help prepare students in ways that stretch far beyond the practical skills of production and stretch into professional development that includes working cooperatively in teams, communicating professionally, working within budgets and deadlines, and much more.

Workshops & Professional Development

Workshops are available to students ranging from elementary through high school, as well as professional development for teachers and administrators.

Workshops are catered to your needs and requests - anything from basics of film production gear, to visual storytelling, to integrating available technology into your classroom, and beyond. We will work with you to make sure the curriculum is focused and specific to your goals and objectives for the session.

(All workshops include 1-2 teaching artists, based on number of attendees. Additional teaching artists available by request at the below hourly rate.)

<p>2 HOUR WORKSHOP Total Cost = \$300</p>	<p>½ DAY WORKSHOP (3-5 HOURS) Total Cost = \$550</p>
<p>FULL DAY WORKSHOP (6-8 HOURS) Total Cost = \$1,000</p>	<p>ADDITIONAL TEACHING ARTISTS \$56/HR</p>



In-School & After-School Regular Programming

Regular programming through Steeltown affords schools the opportunity to enrich the understanding and education of film production to their students on a thorough and consistent basis.

Available as frequently as needed, Steeltown Teaching Artists can offer anything from supplementing an already robust and fully-equipped program and instructor, to providing a fully functioning program: curriculum, instruction, and equipment brought into the classroom.

\$45/HR per Teaching Artist

+\$90/WK for prep for 1-2 days per week in school

+\$135/WK for prep for 3-5 days per week in school

Example: For a TA to come to your school/program 2 days a week for 3 hours each day, the cost would be: $\$45 \times 3$ (hours per day) $\times 2$ (days per week) = $\$270$ + $\$90$ (per week for prep) = $\$360/\text{wk}$

***All Teaching Artists have necessary clearances (PA Child Abuse, PA Criminal Background Check, and FBI). Clearances available upon request.**

****Steeltown is a non-profit 501c3 and eligible and open to discussing grant funding opportunities and options.**



Reach Cyber Charter School Sponsorship

\$20,000 Sponsorship

2022 WISE Forum Sponsorship - \$5,000 level (increase from \$2,500)

- Full-page ad in event program
- Recognition in event promotions and on event website
- Opportunity for 8 female STEM professionals (educators) to attend
- Scholarships for 12 REACH students to attend
- Opportunity to provide give-aways for guests at forum (assuming we meet in-person)

2021-2022 Camp Sponsor - \$12,500 value

- Sponsor recognition on marketing materials for all school's out camps and summer camps for one year.
- Co-branded T-shirts for participating students
- FOR DISCUSSION – 10% discount for all Reach students or discounted registration packages to be determined as summer camps are finalized.

In-Center Benefits - \$2,500 value

- 200 general admission tickets. Online registration using registration code REACH22 is required.
- 2 on-site facility rentals for Reach Cyber Charter School events



2021-2022 Partnership Proposal

Prepared for Reach Cyber Charter School



August 2021

The Franklin Institute Overview

In the spirit of inquiry and discovery embodied by Benjamin Franklin, the mission of The Franklin Institute is to inspire a passion for learning about science and technology.

For or nearly 200 years, The Franklin Institute has been a place for individuals to experience STEM learning. Over the past year and counting, we have learned what it means to be unwaveringly resilient and nimble. Amidst the COVID-19 health crisis, which has demonstrated the great importance of science, technology, and STEM literacy and professionals, we have creatively and confidently leaned into our mission to inspire a passion for learning about science and technology. The Institute is committed to continuing its work to make STEM learning more equitable and accessible by delivering, free quality programming to Philadelphia-area minority youth from low-income families and communities historically excluded from STEM disciplines. We aim to show our students they belong in the science and technology world and that a career in STEM is within their grasp. Each and every gift has been truly significant in helping ensure the vitality of the Institute. From the bottom of our *Giant Heart*, thank you for your past support, which enabled us to continue educating and inspiring. The Franklin Institute respectfully requests Reach Cyber Charter School renew its support of science and technology education in 2021 through a contribution of \$27,000 to be directed toward the Institute's science center and general operations.

The Franklin Institute is pleased to present Reach Cyber Charter School with a customized package to showcase its incredible work through in-depth, year-round programming aimed at engaging more students, teachers and families alike. The sponsorship opportunity is as follows:

With an investment of \$27,000, we invite Reach Cyber Charter School to commit to our educational programming and events while receiving various other benefits.

As a Corporate Partner of The Franklin Institute, the following benefits would be provided:

- Onsite activation and a sponsorship of a *Trick-or-Treat Door* for 2021 Franklin Fright weekend programming
- Onsite activation as an Event Partner at Franklin Frost event for one (1) weekend of Reach's choosing
- Ability to be onsite for one (1) additional weekend of Reach's choosing throughout the contract term, with stand-out signage at activation placement
- Two (2) professional development training workshops held virtually for Reach Cyber Charter School's teachers led by Franklin Institute science educators and industry leaders focused on STEM science communication skills (*Upon program being reinstated –Spring 2022 TBD*)
- 250 Science Museum passes (additional tickets given at the discretion of the TFI team)

- 50 complimentary parking vouchers
- One-time free event rental space (based on availability, certain restrictions may apply); option to receive a discount for additional events
- Name recognition on digital donor signage in the Benjamin Franklin National Memorial, displayed year-round
- Name recognition on various printed and digital publications, including the Donor Honor Roll Listing and other materials
- Invitations to exclusive exhibit receptions and private viewings for special attractions
- Concierge service for special attractions, tickets, memberships, etc.

Partnership Overview Summary

Philadelphia stands at the center of a vibrant and diverse region where history and innovation, science and culture combine and thrive. For 197 years, The Franklin Institute has been an anchor in this City, promoting inquiry, discovery, and learning about science and technology for kids and grownups alike. Philanthropic support is essential to The Franklin Institute's ability to continue inspiring, educating, and providing learning opportunities for as many people as possible, regardless of means.

As we seek to inspire a passion for learning about science and technology through a world-class visitor experience, leading-edge and trustworthy science communication, and impactful education programs, philanthropic support remains crucial. On behalf of all those we serve, thank you for your kind review and consideration of this request to support The Franklin Institute, its mission, exhibits, and programs.

The Franklin Institute would welcome a chance to discuss the best investment for Reach Cyber Charter School based on your interests and the ability to customize an overall partnership for the year. **While we have benefits coordinating with each program and event, The Franklin Institute is committed to creating, implementing, and stewarding a sponsorship package that meet's Reach Cyber Charter School's philanthropic and marketing goals. Should you have any questions, please contact Blythe Tarbox, corporate giving manager, at btarbox@fi.edu or by calling 215-448-1271.**

SPONSORSHIP AGREEMENT

Carnegie Institute d/b/a Carnegie Museums of Pittsburgh for its component Carnegie Museum of Natural History having an address of 4400 Forbes Avenue, Pittsburgh, PA, 15213 ("CMP" or "Museum") is very pleased to have you participate as a sponsor in the upcoming event, exhibit and/or program described below (collectively, "Sponsored Activity" or "Activity") in accordance with the terms and conditions of this Sponsorship Agreement ("Agreement"). If the terms and conditions set forth in this Agreement are acceptable, please sign the Agreement where indicated and return the Agreement to the CMP contact person identified below.

PART A: SPONSORSHIP INFORMATION

SPONSOR INFORMATION:

Name of Company, Organization or Individual: Reach Cyber Charter School ("Sponsor")

Address: 750 East Park Drive, Suite 204

City: Harrisburg State: PA Zip: 17111 Phone: 717.704.8437 ext. 8474

Contact Person: Scott Stuccio, Marketing & Social Outreach Coordinator Email: SStuccio@reach.connectionsacademy.org

MUSEUM INFORMATION:

SPONSORED ACTIVITY(IES): Discovery Basecamp exhibit (also referred to as "Exhibit")

DATE(S): September 1, 2021 – August 31, 2022

Location(s)/Component(s): Carnegie Museum of Natural History

CMP Contact Person: Daryl Cross, Assistant Director of Sponsorship, Carnegie Museums of Pittsburgh

Email: CrossD@carnegiemuseums.org

Phone: 412.622.5799

CONSIDERATION:

SPONSORSHIP FEE (TOTAL): \$ 25,000

SPONSORSHIP FEE SCHEDULE: \$ 25,000 by October 1, 2021

SPONSORSHIP ACKNOWLEDGEMENTS:

1. MEDIA/MARKETING ELEMENTS

- Sponsor is recognized with logo and link on Museum website during Term; the manner, placement, and format of link to be mutually agreed; Sponsor hereby gives Museum permission for such linking activity to Sponsor's website.
- Sponsor is recognized in one (2) social media posts during Term; with timing, channel, size, location, and wording to be determined by Museum.
- Sponsor is recognized in one (1) e-newsletter during Term; with timing, wording, and placement to be determined by Museum.

CREDIT LINE (IF ANY): Presented by Reach Cyber Charter School

2. MUSEUM RELATED ELEMENTS:

- Sponsor receives one hundred (100) Museum general admission passes valid during Term.
- Sponsor receives opportunity for up to four (4) virtual field trips (serving a maximum of up to 200 total students) during Term; timing to be mutually agreed; platform, content, duration, and format to be determined by museum.
- Sponsor receives one (1) Reach Cyber Charter School Day: on a mutually agreeable day during Term; regional Reach Cyber Charter School families receive complimentary general admission to Museum (exclusive of parking, catering, or all Museum add-ons such as special exhibitions or films), for up to 100 visitors.
- Sponsor may reserve private access to a Museum classroom facility on one (1) mutually acceptable dates and times during Term; all hard costs (except the rental fee for the space), including but not limited to custodial and security services, as well as food services costs will be the sole responsibility of Sponsor.

3. ONSITE ACTIVITIES, SIGNAGE, HANDOUTS AND/OR GIVEAWAYS BY SPONSOR:

- Sponsor is recognized with logo on main exhibition sign during Term, with size, location, and wording to be determined by Museum.

IF SPONSOR EMPLOYEE(S) OR REPRESENTATIVE(S) WILL BE ON-SITE AT MUSEUM CONDUCTING AN ACTIVITY(IES) AS PART OF THE SPONSORSHIP ACKNOWLEDGEMENTS, THEN PLEASE REFER TO THE ONSITE ACTIVITY REQUIREMENTS IN THE ATTACHED STANDARD TERMS & CONDITIONS.

4. **TERM:** This Agreement shall begin on the Effective Date and shall continue thereafter in full force and effect until midnight on August 31, 2021 ("Term"), unless sooner terminated in accordance with the terms of this Agreement.

5. **EXCLUSIVITY IN CATEGORY:** During the Term, Sponsor shall be the exclusive Sponsor of the Sponsored Activities in the category of: Cyber Education

6. **CMP MARKS (IF ANY):** To be designated by CMP, if any.

TERMS AND CONDITIONS:

By executing this Agreement, Sponsor agrees to be bound by this Agreement including the Standard Terms & Conditions set forth on the next page(s) of this Agreement and any and all attachments hereto, which are hereby fully incorporated herein. The signatories to this Agreement hereby acknowledge the sufficiency of the consideration for this Agreement and warrant that they have read and agree to all of the terms and conditions of this Agreement, and have full power and authority to sign for and legally bind themselves (if an individual) or their respective companies or organizations.

EFFECTIVE THIS ____ DAY OF _____, _____ (the "Effective Date").

REACH CYBER CHARTER SCHOOL

CARNEGIE INSTITUTE FOR
CARNEGIE MUSEUM OF NATURAL HISTORY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax ID # _____
(ss# or TIN/EIN)

CMP Staff Representative: _____
(initials)

PART B: STANDARD TERMS AND CONDITIONS

1. The Parties: CMP and Sponsor are sometimes each referred to herein as a “Party” and collectively as the “Parties”.

2. Sponsorship Acknowledgments: CMP agrees to provide the Sponsorship Acknowledgments identified in Part A of this Agreement in connection with the Sponsored Activity during the Term, unless shorter durations are indicated in Part A, in return for the timely receipt of the Sponsorship Fee/Consideration identified in Part A of this Agreement and in consideration of Sponsor’s good reputation and standing. Sponsor understands and agrees that no Sponsorship Acknowledgment shall consist of or include: (i) messages containing qualitative or comparative language, price information or other indications of savings or value; (ii) endorsements of Sponsor’s products or services; or (iii) inducements to purchase, sell or use any of Sponsor’s products or services, such as for example, savings coupons or buy one get one free promotional offers. If in the future circumstances change such that it is no longer feasible, in the opinion of the Museum, to continue to provide the Sponsorship Acknowledgments identified in Part A, or any portion(s) thereof, CMP will provide substitute acknowledgments that, in its opinion, most closely fulfill the intentions described.

3. Media/Marketing Elements: The credit line, if any, identified in Part A of this Agreement and/or Sponsor’s name and/or logo as mutually agreed by Sponsor and Museum, will be included in the Media/Marketing Elements in a manner recognizing Sponsor as a sponsor of the Sponsored Activity, in a format to be mutually agreed upon between the parties, taking into account space and other like constraints which may vary from element to element.

4. Onsite Signage, Displays, Handouts, Giveaways and Other Property of Sponsor: Sponsor shall be permitted to conduct the activities, if any, identified in Part A of this Agreement at CMP in connection with the Sponsored Activity at the dates and times identified in Part A or to be mutually agreed upon by the Parties. Any and all signage, handouts, displays, giveaways, product placements or other materials, items or other property of any kind to be displayed, used or provided by Sponsor in connection with such activities must be pre-approved by CMP. In no event shall Sponsor distribute materials of any kind to children under the age of 18 or solicit children under the age of 18 for personal information. Sponsor shall be solely responsible for any and all transportation and storage relating to any such signage, handouts, displays, giveaways, products, materials, items and other property. Notwithstanding any other provisions of this Agreement, Sponsor shall be solely responsible and liable for all property brought onto CMP premises by Sponsor, including any and all damage, theft or loss relating thereto.

5. On-Site Activity Requirements. For those Sponsorship Acknowledgments that include Sponsor employee(s) or other Sponsor representative(s) being on-site at CMP to conduct an activity(ies) as part of the Sponsorship Acknowledgments, the following requirement(s) shall apply:

(a) **CMP Staff Representative Required.** Sponsor’s main contact under this Agreement for on site activities conducted by Sponsor employee(s) or representative(s) shall be

Liz Hoyt-Brown, Assistant Director, Corporate Advancement & Stewardship, Advancement and Community Engagement, Carnegie Museums of Pittsburgh (Phone: 412.237.3353 / Email: HoytBrownE@carnegiemuseums.org) (“CMP Staff Representative”). The CMP Staff Representative will monitor Sponsor’s activities while Sponsor is on CMP’s premises, for purposes of, among other things, complying with CMP’s policies and procedures and Sponsor shall follow the CMP Staff Representative’s instructions in these regards.

(b) **Background Check Clearances Required.**

(i) Any of Sponsor’s employee(s) or representative(s), including any owner/proprietor of Sponsor, on CMP’s properties conducting an activity(ies) as part of the Sponsorship Acknowledgments must have applied for and received the background check clearances specified under Pennsylvania Act 153 of 2014, as amended (“Act 153”), 23 Pa. C. S. Section 6344(b), or satisfy the conditions for provisional employment specified in 23 Pa. C. S. Section 6344(m). It is understood and agreed that anyone who has not received clearances under Act 153 or who does not meet the conditions for provisional employment under Act 153 shall not be permitted to conduct activities on CMP’s properties as part of the Sponsorship Acknowledgments.

(ii) Sponsor is solely responsible for taking the necessary steps to ensure that Sponsor’s employees or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP’s properties as part of the Sponsorship Acknowledgments apply for and receive the requisite clearances prior to any such persons commencing any such activities on CMP’s properties. Sponsor is also solely responsible for obtaining and maintaining copies of the requisite clearances (and applications for clearances) of such persons.

(iii) **Sponsor shall provide the CMP Staff Representative with a sworn declaration** confirming that all of Sponsor’s employee(s) or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP’s properties as part of the Sponsorship Acknowledgments have received the background check clearances specified by Act 153 or are qualified provisionally under Act 153. The form of declaration is attached as **PART B: Exhibit 1**.

(iv) Sponsor hereby releases CMP and agrees to defend, indemnify and hold CMP harmless, from and against any and all injuries, losses and/or damages (including reasonable attorneys’ fees and costs) resulting from Sponsor’s failure to comply with this Section 5 or from the interactions of Sponsor’s employee(s) or representative(s) with minor children while conducting activities on CMP’s properties as part of the Sponsorship Acknowledgments. The terms of this Section 5(b)(iv) shall survive the expiration or termination of this Agreement.

6. Exclusivity in Category: If applicable, during the Term of this Agreement, Sponsor shall be the exclusive sponsor of the Sponsored Activity in the Category as specifically identified in Part A of this Agreement.

7. Consideration. In exchange for the Sponsorship Acknowledgments and other rights granted to Sponsor herein, Museum shall receive from Sponsor the Sponsorship Fee in the total amount and according to the payment schedule set forth in Part A of this Agreement together with any and all other In-Kind Consideration, if any, identified in Part A of this Agreement.

8. Sponsor Marks. Sponsor hereby grants to Museum, for the Term of this Agreement, a limited, non-exclusive license to use and/or display the corporate and trade name(s), trademark(s), service mark(s), logo(s), symbol(s), design(s), decal(s), artwork(s) and other proprietary designation(s) of Sponsor (collectively “Sponsor Marks”) for the purposes of effecting Museum’s rights and obligations under this Agreement and thereafter for historical and archival purposes in connection with the documenting of the occurrence of the Sponsored Activity. Museum shall not have the right to sublicense except that Museum may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Museum for the purpose of effecting the Museum’s rights and obligations under this Agreement.

Sponsor shall have the right to review and pre-approve of the uses of the Sponsor Marks hereunder. Any of the Sponsor Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of the Sponsor. All use of Sponsor's Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of Sponsor.

9. CMP Marks. CMP hereby grants to Sponsor, for the Term of this Agreement, a limited, non-exclusive license to use and/or display CMP's name, trademark(s), service mark(s) and/or logo(s) identified in Part A of this Agreement (collectively "CMP Marks") solely for the purpose of identifying that Sponsor is a sponsor of the Program in accordance with the terms of this Agreement provided, however, Sponsor shall have no right to create merchandise for sale or distribution or other product giveaways that incorporate or otherwise display any of the CMP Marks without the prior written explicit agreement of CMP. Sponsor shall not have the right to sublicense except that Sponsor may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Sponsor for purposes of effecting the Sponsor's rights and obligations under this Agreement. Sponsor shall not use the CMP Marks for any purpose other than as described in this Agreement. CMP shall have the right to review and pre-approve of all uses of the CMP Marks hereunder. Sponsor must provide CMP with a sample of all proposed uses of the CMP Mark and CMP shall have at least five (5) business days to review and approve or disapprove the proposed use. Sponsor shall not make any proposed use of the CMP Marks without CMP's approval. Any of the CMP Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of CMP. All use of the CMP Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of CMP.

10. Term and Termination. The Term of this Agreement is as set forth in Part A of this Agreement hereof. Either Party may terminate this Agreement in the event the other Party materially breaches this Agreement and does not cure such breach within fourteen (14) days after written notice of such breach is given by the non-breaching Party to the allegedly breaching Party. The Parties agree to engage, during such termination notice period, in a good faith effort to effect a mutually agreed upon cure. CMP shall also have the right, without liability to Sponsor, to immediately stop Sponsor's participation in the Sponsored Activity on verbal notice at the Activity in the event that Sponsor's goods/materials and/or Sponsor's actions are in material breach of this Agreement or otherwise inconsistent with the reputation, standing or mission of the CMP in its sole discretion.

11. Content and Materials Provided by Sponsor. Sponsor represents and warrants that all content, including without limitation the Sponsor Marks, products, giveaways, handouts, signage and/or any and all other items and materials provided by Sponsor for use in connection with the Sponsorship Acknowledgements, shall not contain any matter that is obscene or libelous; is unsafe; violates any applicable law, rule or regulation; and/or infringes, misappropriates or otherwise violates the copyrights, trademark rights, patent rights, rights of publicity or privacy, or other rights of any third party. The terms of this Section shall survive the expiration or termination of this Agreement.

12. Indemnification.

(a) Sponsor shall defend, indemnify and hold harmless CMP and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by Sponsor or its agents,

officers, directors, employees, representatives, or others acting on behalf of Sponsor, in connection with the Sponsorship Acknowledgements or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of Sponsor); (ii) the material breach of this Agreement by Sponsor or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of Sponsor or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (b) of this Section.

(b) CMP shall defend, indemnify and hold harmless Sponsor and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by CMP or its agents, officers, directors, employees, representatives, or others acting on behalf of CMP, in connection with the conduct of the Sponsored Activity or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of CMP); (ii) the material breach of this Agreement by CMP or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of the CMP or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (a) of this Section.

(c) Each Party shall provide the other Party with prompt written notice of any claim, demand or action for which such Party is seeking or may seek indemnification hereunder. The Parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing on the part of an indemnified party. The indemnified parties shall not make any settlement of any claims, which might give rise to liability of an indemnifying party, without the prior written consent of the indemnifying party.

(d) IN NO EVENT WHATSOEVER SHALL CMP BE LIABLE TO SPONSOR FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT CMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any claims or causes of action against CMP arising in any manner out of this Agreement must be brought within three (3) months following the expiration or termination of this Agreement.

(e) The terms of this Section shall survive the expiration or termination of this Agreement.

13. Insurance Requirements:

(a) For the Term of this Agreement, Sponsor will, at its own expense, maintain the following insurance, with a reputable insurer acceptable to Museum, in full force and effect: (i) worker's compensation coverage to the extent required by law at the statutory limits and employer's liability insurance at a minimum of \$500,000 each accident and bodily injury and \$500,000 bodily injury by disease each employee; (ii) commercial general liability insurance sufficient to cover claims for personal injury, bodily injury (including death) advertising injury and property damage with a minimum limit of \$1 million per occurrence and a \$2 million aggregate for the products/completed operations and operations exposures; and (iii) business automobile insurance for owned, hired and non-owned vehicles with a minimum limit of \$1,000,000 per occurrence on a combined single limit basis; and (iv) commercial excess/umbrella insurance with a minimum limit of \$5,000,000 per occurrence with a \$5 million aggregate. If Sponsor is providing or serving alcoholic beverages in connection with any events included as part of the

Sponsorship Acknowledgements or otherwise in connection with the Sponsorship Acknowledgements, liquor liability insurance in the amount of \$2,000,000 is required.

(b) Sponsor shall provide CMP a certificate of insurance certifying that coverage as required by this Agreement has been obtained and shall remain in force as specified by this Agreement. Sponsor must provide to CMP such proof of insurance prior to the provision of any Sponsorship Acknowledgements. Upon request, a copy of all or portions of policies will be provided to CMP.

(c) CMP shall be named as an Additional Insured on the general liability, automobile policies, umbrella liability, products liability and liquor liability policies. A copy of the additional insured endorsement providing coverage must accompany the certificate of insurance. All coverage afforded to CMP by Sponsor's required coverages shall be on a primary and non-contributory basis. A waiver of subrogation endorsement in favor of CMP shall be provided on all policies, including without limitation the worker's compensation policies.

(d) Thirty (30) days' notice shall be given to CMP if Sponsor's insurance policies are cancelled, or not-renewed, or any limits or coverages are reduced.

(e) The fulfillment or non-fulfillment of the insurance obligations hereunder shall not relieve Sponsor of any liability assumed by Sponsor hereunder or in any way modify Sponsor's obligations to indemnify CMP.

(f) The terms of this Section shall survive the expiration or termination of this Agreement for the time period stated in this Section.

14. Force Majeure. Museum shall not be responsible for events beyond its reasonable control, such as public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, casualties, government restrictions, acts of God, unforeseen commercial delays or for any reason, including but not restricted to mechanical breakdowns beyond the control and without the fault of Museum that impair or otherwise cause Museum to be unable to provide any one or more Sponsorship Acknowledgements or to provide the Sponsorship Acknowledgements at the time specified if any ("Force Majeure Occurrence"). In the event of a Force Majeure Occurrence, Museum shall not be liable to Sponsor except to the extent of allowing a pro-rated reduction of the Sponsorship Fee commensurate with the Sponsorship Acknowledgements not received by Sponsor or suitable "make goods". The terms of this Section shall survive the expiration or termination of this Agreement.

15. Applicable Law/Jurisdiction/Disputes: This Agreement shall be governed and enforced under the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach hereof, shall be submitted to arbitration in the City of Pittsburgh in accordance with the rules of the American Arbitration Association then in effect and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any decision by the arbitrator(s) in accordance with this section shall be conclusive on the issues presented for arbitration and no appeal shall be allowed therefrom. This provision shall not impair or be in lieu of the rights of either Party to seek injunctive relief in a court of competent jurisdiction. Any such legal action, suit or proceeding arising out of or relating to this Agreement or the breach hereof shall be instituted in an appropriate state or federal court located in Allegheny County, Pennsylvania and each Party hereto irrevocably consents to such jurisdiction and venue and waives all objections thereto. The terms of this Section shall survive the expiration or termination of this Agreement.

16. Relationship of Parties. This Agreement shall not be construed to create or imply any relationship between the Parties other than that of independent contractors. Each Party hereby acknowledges full responsibility for the payment of its own expenses

in connection herewith, including but not limited to any and all taxes. The Parties shall fully comply with all applicable laws, regulations and ordinances in the course of their performance of their services, commitments and obligations under this Agreement.

17. Miscellaneous: The failure of either Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right. This Agreement, together with any and all exhibits hereto, constitute the entire understanding of the Parties with respect to the subject matter hereof and may not be amended except by a written agreement executed by both Parties. This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. Notwithstanding the foregoing, neither Party shall have the right to assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. All notices hereunder shall be in writing, shall be delivered to the addresses and contact persons identified in Part A of this Agreement and shall be effective: (i) when personally delivered; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted via fax (with receipt confirmed); or (iv) three business days following deposit in the U.S. mail, postage prepaid, registered or certified, return receipt requested. The terms of this Section shall survive the expiration or termination of this Agreement.

SPONSORSHIP AGREEMENT

Carnegie Institute d/b/a Carnegie Museums of Pittsburgh for its component Carnegie Science Center having an address of One Allegheny Avenue, Pittsburgh, PA 15212 ("CMP" or "Museum") is very pleased to have you participate as a sponsor in the upcoming event, exhibit and/or program described below (collectively, "Sponsored Activity" or "Activity") in accordance with the terms and conditions of this Sponsorship Agreement ("Agreement"). If the terms and conditions set forth in this Agreement are acceptable, please sign the Agreement where indicated and return the Agreement to the CMP contact person identified below.

PART A: SPONSORSHIP INFORMATION

SPONSOR INFORMATION:

Name of Company, Organization or Individual: Reach Cyber Charter School ("Sponsor")

Address: 750 East Park Drive, Suite 204

City: Harrisburg State: PA Zip: 17111 Phone: 717.704.8437 ext. 8474

Contact Person: Scott Stuccio, Marketing & Social Outreach Coordinator Email: SStuccio@reach.connectionsacademy.org

MUSEUM INFORMATION:

SPONSORED ACTIVITY(IES): Miniature Railroad & Village® (also referred to as "Exhibit")

DATE(S): September 1, 2021 – August 31, 2022

Location(s)/Component(s): Carnegie Science Center

CMP Contact Person: Daryl Cross, Assistant Director of Sponsorship, Carnegie Museums of Pittsburgh

Email: CrossD@carnegiemuseums.org Phone: 412.622.5799

CONSIDERATION:

SPONSORSHIP FEE (TOTAL): \$ 25,000

SPONSORSHIP FEE SCHEDULE: \$ 25,000 by October 1, 2021

SPONSORSHIP ACKNOWLEDGEMENTS:

1. MEDIA/MARKETING ELEMENTS

- Sponsor is recognized with logo and link on Museum website during Term; the manner, placement, and format of link to be mutually agreed; Sponsor hereby gives Museum permission for such linking activity to Sponsor's website.
- Sponsor is recognized in one (1) press release during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized in one (1) Explore brochure during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized in in one (1) e-card during Term; with timing, wording, size, and placement to be determined by Museum.
- Sponsor is recognized in two (2) e-newsletters during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized in eight (8) social media posts during Term; with timing, size, location, channel, and wording to be determined by Museum.

CREDIT LINE (IF ANY): Miniature Railroad & Village® Presented by Reach Cyber Charter School

2. MUSEUM RELATED ELEMENTS:

- Sponsor receives one hundred (100) Museum general admission passes valid during Term.
- Sponsor may reserve private access to a Carnegie Science Center classroom facilities on two (2) mutually acceptable dates and times during Term; all hard costs (except the rental fee for the space), including but not limited to custodial and security services, as well as food services costs will be the sole responsibility of Sponsor.

- Sponsor receives one (1) Reach Cyber Charter School Day: on a mutually agreeable day during Term; regional Reach Cyber Charter School families receive complimentary general admission to Museum (exclusive of parking, catering, or all Museum add-ons such as special exhibitions or films), for up to 100 visitors.
- Sponsor receives minimum one (1) tours of the Exhibit for up to ten guests on a mutually agreeable date, during Term.
- Sponsor receives one (1) private show in Buhl Planetarium during Term; during regular visitor hours on a mutually agreeable date.

3. ONSITE ACTIVITIES, SIGNAGE, HANDOUTS AND/OR GIVEAWAYS BY SPONSOR:

- Sponsor is recognized on signage at entrance to 2nd floor Exhibit during Term; with size, location, and wording to be determined by Museum.
- Sponsor is recognized on “under construction” signage during the annual fall closure period during Term; with size, location, and wording to be determined by Museum.
- Sponsor recognized with logo on one (1) digital panel located inside the Exhibit during Term; with size, location, and wording to be determined by the Museum.
- Sponsor may be on-site at Museum on two (2) mutually acceptable date(s) during Term; to exhibit or hand out items or printed materials; table location to be determined by Museum; any materials distributed or activity done by Sponsor while on-site must be pre-approved by Museum; costs for services (except the table set-up up fee), including but not limited to linens and parking, will be the sole responsibility of Sponsor.

IF SPONSOR EMPLOYEE(S) OR REPRESENTATIVE(S) WILL BE ON-SITE AT MUSEUM CONDUCTING AN ACTIVITY(IES) AS PART OF THE SPONSORSHIP ACKNOWLEDGEMENTS, THEN PLEASE REFER TO THE ONSITE ACTIVITY REQUIREMENTS IN THE ATTACHED STANDARD TERMS & CONDITIONS.

4. **TERM:** This Agreement shall begin on the Effective Date and shall continue thereafter in full force and effect until midnight on July 30, 2022 (“Term”), unless sooner terminated in accordance with the terms of this Agreement.
5. **EXCLUSIVITY IN CATEGORY:** During the Term, Sponsor shall be the exclusive Sponsor of the Sponsored Activities in the category of: Cyber Education
6. **CMP MARKS (IF ANY):** To be designated by CMP, if any.

TERMS AND CONDITIONS:

By executing this Agreement, Sponsor agrees to be bound by this Agreement including the Standard Terms & Conditions set forth on the next page(s) of this Agreement and any and all attachments hereto, which are hereby fully incorporated herein. The signatories to this Agreement hereby acknowledge the sufficiency of the consideration for this Agreement and warrant that they have read and agree to all of the terms and conditions of this Agreement, and have full power and authority to sign for and legally bind themselves (if an individual) or their respective companies or organizations.

EFFECTIVE THIS ____ DAY OF _____, _____ (the “Effective Date”).

REACH CYBER CHARTER SCHOOL

CARNEGIE INSTITUTE FOR
CARNEGIE SCIENCE CENTER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax ID # _____

(ss# or TIN/EIN)

CMP Staff Representative: _____

(initials)

PART B: STANDARD TERMS AND CONDITIONS

1. The Parties: CMP and Sponsor are sometimes each referred to herein as a "Party" and collectively as the "Parties".

2. Sponsorship Acknowledgments: CMP agrees to provide the Sponsorship Acknowledgments identified in Part A of this Agreement in connection with the Sponsored Activity during the Term, unless shorter durations are indicated in Part A, in return for the timely receipt of the Sponsorship Fee/Consideration identified in Part A of this Agreement and in consideration of Sponsor's good reputation and standing. Sponsor understands and agrees that no Sponsorship Acknowledgment shall consist of or include: (i) messages containing qualitative or comparative language, price information or other indications of savings or value; (ii) endorsements of Sponsor's products or services; or (iii) inducements to purchase, sell or use any of Sponsor's products or services, such as for example, savings coupons or buy one get one free promotional offers. If in the future circumstances change such that it is no longer feasible, in the opinion of the Museum, to continue to provide the Sponsorship Acknowledgments identified in Part A, or any portion(s) thereof, CMP will provide substitute acknowledgments that, in its opinion, most closely fulfill the intentions described.

3. Media/Marketing Elements: The credit line, if any, identified in Part A of this Agreement and/or Sponsor's name and/or logo as mutually agreed by Sponsor and Museum, will be included in the Media/Marketing Elements in a manner recognizing Sponsor as a sponsor of the Sponsored Activity, in a format to be mutually agreed upon between the parties, taking into account space and other like constraints which may vary from element to element.

4. Onsite Signage, Displays, Handouts, Giveaways and Other Property of Sponsor: Sponsor shall be permitted to conduct the activities, if any, identified in Part A of this Agreement at CMP in connection with the Sponsored Activity at the dates and times identified in Part A or to be mutually agreed upon by the Parties. Any and all signage, handouts, displays, giveaways, product placements or other materials, items or other property of any kind to be displayed, used or provided by Sponsor in connection with such activities must be pre-approved by CMP. In no event shall Sponsor distribute materials of any kind to children under the age of 18 or solicit children under the age of 18 for personal information. Sponsor shall be solely responsible for any and all transportation and storage relating to any such signage, handouts, displays, giveaways, products, materials, items and other property. Notwithstanding any other provisions of this Agreement, Sponsor shall be solely responsible and liable for all property brought onto CMP premises by Sponsor, including any and all damage, theft or loss relating thereto.

5. On-Site Activity Requirements. For those Sponsorship Acknowledgments that include Sponsor employee(s) or other Sponsor representative(s) being on-site at CMP to conduct an activity(ies) as part of the Sponsorship Acknowledgments, the following requirement(s) shall apply:

(a) CMP Staff Representative Required. Sponsor's main contact under this Agreement for on site activities conducted by Sponsor employee(s) or representative(s) shall be Liz Hoyt-Brown, Assistant Director, Corporate Advancement & Stewardship, Advancement and Community Engagement, Carnegie Museums of Pittsburgh (Phone: 412.237.3353 / Email: HoytBrownE@carnegiemuseums.org)

Steve Kovac, Senior Director, Visitor Services and Operations, Carnegie Science Center (Phone: 412.237.1614 / Email: KovacS@CarnegieScienceCenter.org) ("CMP Staff Representative"). The CMP Staff Representative will monitor Sponsor's activities while Sponsor is on CMP's premises, for

purposes of, among other things, complying with CMP's policies and procedures and Sponsor shall follow the CMP Staff Representative's instructions in these regards.

(b) Background Check Clearances Required.

(i) Any of Sponsor's employee(s) or representative(s), including any owner/proprietor of Sponsor, on CMP's properties conducting an activity(ies) as part of the Sponsorship Acknowledgments must have applied for and received the background check clearances specified under Pennsylvania Act 153 of 2014, as amended ("Act 153"), 23 Pa. C. S. Section 6344(b), or satisfy the conditions for provisional employment specified in 23 Pa. C. S. Section 6344(m). It is understood and agreed that anyone who has not received clearances under Act 153 or who does not meet the conditions for provisional employment under Act 153 shall not be permitted to conduct activities on CMP's properties as part of the Sponsorship Acknowledgments.

(ii) Sponsor is solely responsible for taking the necessary steps to ensure that Sponsor's employees or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP's properties as part of the Sponsorship Acknowledgments apply for and receive the requisite clearances prior to any such persons commencing any such activities on CMP's properties. Sponsor is also solely responsible for obtaining and maintaining copies of the requisite clearances (and applications for clearances) of such persons.

(iii) **Sponsor shall provide the CMP Staff Representative with a sworn declaration** confirming that all of Sponsor's employee(s) or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP's properties as part of the Sponsorship Acknowledgments have received the background check clearances specified by Act 153 or are qualified provisionally under Act 153. The form of declaration is attached as **PART B: Exhibit 1**.

(iv) Sponsor hereby releases CMP and agrees to defend, indemnify and hold CMP harmless, from and against any and all injuries, losses and/or damages (including reasonable attorneys' fees and costs) resulting from Sponsor's failure to comply with this Section 5 or from the interactions of Sponsor's employee(s) or representative(s) with minor children while conducting activities on CMP's properties as part of the Sponsorship Acknowledgments. The terms of this Section 5(b)(iv) shall survive the expiration or termination of this Agreement.

6. Exclusivity in Category: If applicable, during the Term of this Agreement, Sponsor shall be the exclusive sponsor of the Sponsored Activity in the Category as specifically identified in Part A of this Agreement.

7. Consideration. In exchange for the Sponsorship Acknowledgments and other rights granted to Sponsor herein, Museum shall receive from Sponsor the Sponsorship Fee in the total amount and according to the payment schedule set forth in Part A of this Agreement together with any and all other In-Kind Consideration, if any, identified in Part A of this Agreement.

8. Sponsor Marks. Sponsor hereby grants to Museum, for the Term of this Agreement, a limited, non-exclusive license to use and/or display the corporate and trade name(s), trademark(s), service mark(s), logo(s), symbol(s), design(s), decal(s), artwork(s) and other proprietary designation(s) of Sponsor (collectively "Sponsor Marks") for the purposes of effecting Museum's rights and obligations under this Agreement and thereafter for historical and archival purposes in connection with the documenting of the occurrence of the Sponsored Activity. Museum shall not have the

right to sublicense except that Museum may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Museum for the purpose of effecting the Museum's rights and obligations under this Agreement. Sponsor shall have the right to review and pre-approve of the uses of the Sponsor Marks hereunder. Any of the Sponsor Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of the Sponsor. All use of Sponsor's Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of Sponsor.

9. CMP Marks. CMP hereby grants to Sponsor, for the Term of this Agreement, a limited, non-exclusive license to use and/or display CMP's name, trademark(s), service mark(s) and/or logo(s) identified in Part A of this Agreement (collectively "CMP Marks") solely for the purpose of identifying that Sponsor is a sponsor of the Program in accordance with the terms of this Agreement provided, however, Sponsor shall have no right to create merchandise for sale or distribution or other product giveaways that incorporate or otherwise display any of the CMP Marks without the prior written explicit agreement of CMP. Sponsor shall not have the right to sublicense except that Sponsor may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Sponsor for purposes of effecting the Sponsor's rights and obligations under this Agreement. Sponsor shall not use the CMP Marks for any purpose other than as described in this Agreement. CMP shall have the right to review and pre-approve of all uses of the CMP Marks hereunder. Sponsor must provide CMP with a sample of all proposed uses of the CMP Mark and CMP shall have at least five (5) business days to review and approve or disapprove the proposed use. Sponsor shall not make any proposed use of the CMP Marks without CMP's approval. Any of the CMP Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of CMP. All use of the CMP Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of CMP.

10. Term and Termination. The Term of this Agreement is as set forth in Part A of this Agreement hereof. Either Party may terminate this Agreement in the event the other Party materially breaches this Agreement and does not cure such breach within fourteen (14) days after written notice of such breach is given by the non-breaching Party to the allegedly breaching Party. The Parties agree to engage, during such termination notice period, in a good faith effort to effect a mutually agreed upon cure. CMP shall also have the right, without liability to Sponsor, to immediately stop Sponsor's participation in the Sponsored Activity on verbal notice at the Activity in the event that Sponsor's goods/materials and/or Sponsor's actions are in material breach of this Agreement or otherwise inconsistent with the reputation, standing or mission of the CMP in its sole discretion.

11. Content and Materials Provided by Sponsor. Sponsor represents and warrants that all content, including without limitation the Sponsor Marks, products, giveaways, handouts, signage and/or any and all other items and materials provided by Sponsor for use in connection with the Sponsorship Acknowledgements, shall not contain any matter that is obscene or libelous; is unsafe; violates any applicable law, rule or regulation; and/or infringes, misappropriates or otherwise violates the copyrights, trademark rights, patent rights, rights of publicity or privacy, or other rights of any third party. The terms of this Section shall survive the expiration or termination of this Agreement.

12. Indemnification.

(a) Sponsor shall defend, indemnify and hold harmless CMP and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other

manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by Sponsor or its agents, officers, directors, employees, representatives, or others acting on behalf of Sponsor, in connection with the Sponsorship Acknowledgements or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of Sponsor); (ii) the material breach of this Agreement by Sponsor or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of Sponsor or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (b) of this Section.

(b) CMP shall defend, indemnify and hold harmless Sponsor and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by CMP or its agents, officers, directors, employees, representatives, or others acting on behalf of CMP, in connection with the conduct of the Sponsored Activity or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of CMP); (ii) the material breach of this Agreement by CMP or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of the CMP or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (a) of this Section.

(c) Each Party shall provide the other Party with prompt written notice of any claim, demand or action for which such Party is seeking or may seek indemnification hereunder. The Parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing on the part of an indemnified party. The indemnified parties shall not make any settlement of any claims, which might give rise to liability of an indemnifying party, without the prior written consent of the indemnifying party.

(d) IN NO EVENT WHATSOEVER SHALL CMP BE LIABLE TO SPONSOR FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT CMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any claims or causes of action against CMP arising in any manner out of this Agreement must be brought within three (3) months following the expiration or termination of this Agreement.

(e) The terms of this Section shall survive the expiration or termination of this Agreement.

13. Insurance Requirements:

(a) For the Term of this Agreement, Sponsor will, at its own expense, maintain the following insurance, with a reputable insurer acceptable to Museum, in full force and effect: (i) worker's compensation coverage to the extent required by law at the statutory limits and employer's liability insurance at a minimum of \$500,000 each accident and bodily injury and \$500,000 bodily injury by disease each employee; (ii) commercial general liability insurance sufficient to cover claims for personal injury, bodily injury (including death) advertising injury and property damage with a minimum limit of \$1 million per occurrence and a \$2 million aggregate for the products/completed operations and operations exposures; and (iii) business automobile insurance for owned, hired and non-owned vehicles with a minimum limit of \$1,000,000 per occurrence on a combined single limit basis; and (iv) commercial excess/umbrella insurance with a minimum limit of \$5,000,000 per occurrence with a

\$5 million aggregate. If Sponsor is providing or serving alcoholic beverages in connection with any events included as part of the Sponsorship Acknowledgements or otherwise in connection with the Sponsorship Acknowledgements, liquor liability insurance in the amount of \$2,000,000 is required.

(b) Sponsor shall provide CMP a certificate of insurance certifying that coverage as required by this Agreement has been obtained and shall remain in force as specified by this Agreement. Sponsor must provide to CMP such proof of insurance prior to the provision of any Sponsorship Acknowledgements. Upon request, a copy of all or portions of policies will be provided to CMP.

(c) CMP shall be named as an Additional Insured on the general liability, automobile policies, umbrella liability, products liability and liquor liability policies. A copy of the additional insured endorsement providing coverage must accompany the certificate of insurance. All coverage afforded to CMP by Sponsor's required coverages shall be on a primary and non-contributory basis. A waiver of subrogation endorsement in favor of CMP shall be provided on all policies, including without limitation the worker's compensation policies.

(d) Thirty (30) days' notice shall be given to CMP if Sponsor's insurance policies are cancelled, or not-renewed, or any limits or coverages are reduced.

(e) The fulfillment or non-fulfillment of the insurance obligations hereunder shall not relieve Sponsor of any liability assumed by Sponsor hereunder or in any way modify Sponsor's obligations to indemnify CMP.

(f) The terms of this Section shall survive the expiration or termination of this Agreement for the time period stated in this Section.

14. Force Majeure. Museum shall not be responsible for events beyond its reasonable control, such as public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, casualties, government restrictions, acts of God, unforeseen commercial delays or for any reason, including but not restricted to mechanical breakdowns beyond the control and without the fault of Museum that impair or otherwise cause Museum to be unable to provide any one or more Sponsorship Acknowledgements or to provide the Sponsorship Acknowledgements at the time specified if any ("Force Majeure Occurrence"). In the event of a Force Majeure Occurrence, Museum shall not be liable to Sponsor except to the extent of allowing a pro-rated reduction of the Sponsorship Fee commensurate with the Sponsorship Acknowledgements not received by Sponsor or suitable "make goods". The terms of this Section shall survive the expiration or termination of this Agreement.

15. Applicable Law/Jurisdiction/Disputes: This Agreement shall be governed and enforced under the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach hereof, shall be submitted to arbitration in the City of Pittsburgh in accordance with the rules of the American Arbitration Association then in effect and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any decision by the arbitrator(s) in accordance with this section shall be conclusive on the issues presented for arbitration and no appeal shall be allowed therefrom. This provision shall not impair or be in lieu of the rights of either Party to seek injunctive relief in a court of competent jurisdiction. Any such legal action, suit or proceeding arising out of or relating to this Agreement or the breach hereof shall be instituted in an appropriate state or federal court located in Allegheny County, Pennsylvania and each Party hereto irrevocably consents to such jurisdiction and venue and waives all objections thereto. The terms of this Section shall survive the expiration or termination of this Agreement.

16. Relationship of Parties. This Agreement shall not be construed to create or imply any relationship between the Parties other than that of independent contractors. Each Party hereby acknowledges full

responsibility for the payment of its own expenses in connection herewith, including but not limited to any and all taxes. The Parties shall fully comply with all applicable laws, regulations and ordinances in the course of their performance of their services, commitments and obligations under this Agreement.

17. Miscellaneous: The failure of either Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right. This Agreement, together with any and all exhibits hereto, constitute the entire understanding of the Parties with respect to the subject matter hereof and may not be amended except by a written agreement executed by both Parties. This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. Notwithstanding the foregoing, neither Party shall have the right to assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. All notices hereunder shall be in writing, shall be delivered to the addresses and contact persons identified in Part A of this Agreement and shall be effective: (i) when personally delivered; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted via fax (with receipt confirmed); or (iv) three business days following deposit in the U.S. mail, postage prepaid, registered or certified, return receipt requested. The terms of this Section shall survive the expiration or termination of this Agreement.

PART B: Exhibit 1

DECLARATION

1. I, _____, am the _____ of _____ ("Sponsor").
print or type name print or type job title print or type name of Sponsor
2. I hereby certify that all employees and representatives of Sponsor, including any owners/proprietors of Sponsor, who are expected to and/or assigned to conduct activities on Carnegie Institute's properties as part of the Sponsorship Acknowledgements have received clearances under Act 153 or are qualified as a provisional employee under Act 153.
3. I have received from and am maintaining, the documentation specified under Act 153 to confirm that each Sponsor employee and representative, including any owner/proprietor of Sponsor, who is expected to and/or assigned to conduct activities on Carnegie Institute's properties as part of the Sponsorship Acknowledgements has either secured all clearances specified under Act 153 or is qualified as a provisional employee under Act 153.

I hereby swear and affirm that the information set forth above is true and correct. I understand that false statements made herein are made subject to the penalties of 18 Pa.C.S. § 4904.

Signature of Declarant

REACH CYBER CHARTER SCHOOL & ABC27 WEATHER:

COMPREHENSIVE 2021-2022
EDUCATIONAL CAMPAIGN



REACH CYBER
CHARTER
SCHOOL

REACH CYBER CHARTER SCHOOL: STEM-TASTIC!

Reach Cyber Charter School is bringing the science lab into the homes of abc27 families with 'Science with Scott' -- a fun, engaging, educational lesson or experiment each month with Scott Stuccio and Brett Thackara!

- 4x 3-4 minute segments on Good Day PA (+ digital copy).
- 4x abc27 News Facebook Posts (255,000+ followers) to follow each segment.
- Dedicated 'STEM-tastic!' webpage on GoodDayPA.com to house Reach Cyber Charter School logo, fixed display ads, and segments from the show for continued viewing by Reach Cyber students.
- STEM (or related) Contest to promote student and audience engagement. Dates TBD.



**REACH CYBER
CHARTER
SCHOOL**

ABC27 LIVE WEATHER EVENTS & CAMP VISITS: COME LEARN WITH US!

Join Dan Tomaso and Adis Juklo for a day of weather, science, and most of all— fun— as we bring the abc27 Weather Team to the students of Reach Cyber Charter School!

- Exclusive recipient of **four** live, mobile weather community engagement events.
- Events will be streamed live on abc27.com if possible.
- abc27 Weather Team to visit Reach Cyber Charter School for once per month for 9 months.

****Dates & Locations TBD – can coordinate with weather team****



**REACH CYBER
CHARTER
SCHOOL**

REACH CYBER CHARTER SCHOOL: CAMPAIGN SUMMARY

STEM-tastic Segments:

- 4x 3-4 minute segments on Good Day PA (+ digital copy).
- 4x abc27 News Facebook Posts (255,000+ followers) to follow each segment.
- Dedicated 'STEM-tastic!' webpage on GoodDayPA.com to house Reach Cyber Charter School logo, fixed display ads, and segments from the show for continued viewing by Reach Cyber students.
- STEM Contest to promote student and audience engagement.

Abc27 Live Weather Events:

- Exclusive recipient of four live, mobile weather community engagement events.
- Events will be streamed live (if possible) on abc27.com.
- Abc27 Weather Team to visit Reach Cyber Charter School for once per month.

Total Campaign Investment: \$25,500

Signature: _____

Date: _____



Information and Proposal from Logistics+ an international logistics firm

Due to AquaPhoenix being unable to fulfill their originally stated ability to source and ship our STEM Boxes this year, we needed another solution. AquaPhoenix requested Pearson ship out STEM Boxes out to students again this year. Pearson's response was that they would not be able to fulfill the shipping in the way that we had ordered and created the boxes, and all the boxes we send them would require a new fee of \$20/box. The cost of shipping and storing boxes using Pearson would be \$400,000.

While Pearson was telling me that they were unable to ship the boxes we were planning on shipping and could not help us with a solution, I called Logistics+ a logistics company based in Erie, PA. They gave the following cost analysis based on best estimates from the information we currently have with AquaPhoenix.

The subsequent email shows the breakdown that I received from the contact that I am working with at Logistics plus. In addition, Pearson was unable to give us timelines and assure their ability to get the items to the students. In talking with Danny from Logistics+, he was sure not only could they get the materials in but ready and shipping by the start of school. The cost from what I am seeing with Logistics+ is higher than what Pearson is offering, but Danny stated that he aimed high to give an idea of where they might be and he is willing to discuss options.

I am also going to approach AquaPhoenix to help defray some of these costs as they originally stated they would be able to make this happen, and we now have to pivot and come up with our solution. I believe at minimum, they should be covering the shipping costs from Hanover to the warehouse in Olean or Erie.

Hey Andy,

I made a few assumptions here... we can go through details on a zoom call if you like.

Warehousing costs:

Estimated inbound receiving: ~20 truckloads (palletized)

- We charge \$325 / trailer to unload and receive freight → **\$6,500**

Estimated pallets stored / month: ~500

- We charge ~\$15 / pallet / month → **\$7,500**

Estimated outbound order processing (warehouse fees): 20,000 cartons / year (1666 cartons / month)

- We charge ~\$6.50 to process and pack each outbound cartons → **\$10,800**

Estimated IT / software / maintenance fees

- **\$500 / month**

TOTAL ESTIMATE: ~\$19k / month

Transportation costs:

Estimated outbound transportation cost / month (1666 cartons / month)

- \$15 per previous emails → **~\$25,000**

Estimated inbound transportation cost (20 truckloads)

- From Hanover to Olean 1375/Truck



**Reach Cyber Charter School
MINUTES OF THE BOARD OF DIRECTORS MEETING**

Wednesday, May 19, 2021 at 9:00 a.m.

Meeting Location:

750 East Park Drive, Suite 204
Harrisburg, PA 17111

And Via Zoom Video and Teleconference

<https://us02web.zoom.us/j/89462929819?pwd=aWpVYzgzWE9qM3ZyVlBFcXpreEhHdz09>

+1 646 558 8656 US

Meeting ID: 894 6292 9819

Passcode: 358154

I. Call to Order and Roll Call

In the absence of quorum of Board members, Mr. Taylor advised that Oral Reports and Information Items would be presented until additional members of the Board of Directors could join the meeting.

Oral Reports

School Leader's Report

Ms. Swan highlighted specific data points within the Monthly School Report, as included in the Board meeting materials.

Enrollment and Staffing Update

Ms. Swan provided the Board with an update on enrollment and staffing levels at the school. She additionally advised the Board of the number of graduates this school year.

CSI Update

Ms. Swan provided the Board with an update on the school's CSI designation status, and associated activities. Ms. Swan reviewed the CSI plan with the Board as included in the Board meeting materials. She discussed goal progress within the plan to date and introduced Ms. Ritchie and Ms. McConnell to discuss specific details of each priority within the plan.

Information Items

State Account Relations (STAR) Update

Ms. Johnson provided the Board with an update on recent legislative activities in the state, which may impact the school. She further provided an overview of the school's recent virtual meeting with Senator Williams. The Board held discussion on the meeting and discussed the possibility for similar meetings in the future.

With a quorum of the Board of Directors present, Mr. Taylor called the meeting to order at 9:18 a.m. when all participants were present and able to hear each other. The meeting was open to the public in person at the school, and held via video and teleconference.

Board Members Present: David Taylor, Dave Biondo, Paul Donecker and Gail Hawkins Bush (via video and teleconference);

Board Members Absent: Joe Harford and Alex Schuh;

Guests: Kelly McConnell, School Staff (in person at the school, following COVID-19 social distancing protocols); Jane Swan, School Executive Director, Karen Yeselavage, Greg McCurdy, J.D. Smith, Kelly McConnell, LeeAnn Ritchie and Andy Gribbin Stephanie Bost, Rachel Parker, Scott Stuccio, Alicia Swope, Devin Meza-Rushanan, Cody Smith, Heather Berger, Erik Wiedman, Michael Hinshaw, Jamie Miedel, Kwame Ntiamoah and Dan Ladislaw, School Staff; Pat Hennessey, Board Counsel; Kevin Corcoran, Charter Choices, Financial Consultant; Laura Johnson, Emily Lee and Megann Arthur, Pearson Virtual Schools staff (via video and teleconference).

II. Public Comment

There were no public comments made at this time.

III. Audit Committee, Committee of the Entire Board

a. Approval of Audit Firm Engagement for the 2020-2021 School Year Annual Financial Audit

Ms. Yeselavage reviewed the audit firm engagement letter, as provided in the meeting materials. She highlighted key aspects of the proposal, including the scope of work and estimated charges, and indicated support of the consideration of SD Associates, P.C. as the school's audit firm for the 2020-2021 school year financial audit. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, the audit firm engagement of SD Associates, P.C. for the 2020-2021 school year annual financial audit, as presented, is hereby approved.

A roll call vote was conducted; the motion passed unanimously.

IV. Routine Business

a. Approval of Agenda

Mr. Taylor asked the Board to review the agenda distributed prior to the meeting. The Board expressed their intent to add Action Item a) Approval of Nurse Induction Program. There being no further changes noted, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the May 19, 2021 Meeting of the Reach Cyber Charter School Board of Directors, as amended, is hereby approved.

The motion passed unanimously.

V. Oral Reports

a. School Leader's Report

This item was previously discussed.

i. Enrollment and Staffing Update

This item was previously discussed.

ii. CSI Update

This item was previously discussed.

iii. Graduation Plans and End of Year Activities

Ms. Swan reminded the Board of the plans for the upcoming virtual high school graduation ceremony, planned for June 9, 2021 and encouraged Board members to attend the live stream. She further discussed virtual community activities for students and upcoming virtual professional development opportunities for staff.

b. Financial Report

Ms. Yeselavage reviewed the school's financial statements with the Board. She reviewed the revenue and expense statements, and balance sheet with the Board, and advised of updated projections. The Board had discussion with Ms. Swan regarding the current status of services received and commitments fulfilled by Pearson Virtual Schools in regards to the contractual obligations of the Statement of Agreement. Board members also discussed the timing of expected fulfillment of completed products and service requests.

i. Draft Budget for the 2021-2022 School Year

Ms. Yeselavage presented this item to the Board. Ms. Yeselavage discussed with the Board the state required posting process for the draft budget and provided an

overview of the revised format of the draft budget. Ms. Yeselavage then went over the draft budget discussing expenditures in detail. Ms. Yeselavage further advised the Board that the final budget will be brought before the Board for consideration at the upcoming June meeting.

c. Products, Services and Initiatives Update

Ms. Johnson reviewed details within the 2021-2022 Products, Services and Initiatives memo, as included in the Board meeting materials. She reviewed the upcoming programmatic focus on curriculum, learner experience, and technology, as well as specific initiatives that are high on Pearson's priority list for deployment to the school both within the next school year, and beyond. Ms. Johnson further detailed curriculum changes and alignment initiatives, including a focus on diversity and inclusion in course content. Board members expressed satisfaction with Pearson's ongoing dedication to the school's success, and thanked Ms. Johnson for the detailed update.

VI. 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 changes noted, a motion was made and seconded as follows:

RESOLVED, the Consent Items:

- a. Approval of Minutes from the April 21, 2021 Board Meeting;
- b. Approval of Staffing Report; and
- c. Approval of OBL Invoice(s) for April (# 91000007818); are hereby approved.

The motion passed unanimously.

VII. Action Items

a. Approval of Nurse Induction Program

Ms. Swan provided the Board with an overview of the program as included in the Board meeting materials. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Nurse Induction Program, as presented, is hereby approved.

The motion passed unanimously.

[Ms. Arthur left the meeting at 9:50 a.m.]

VIII. Information Items

a. State Account Relations (STAR) Update

This item was previously discussed.

b. Partner School Leadership Team (PSLT) Update

This item was not discussed at this time.

c. Board Relations Update

Ms. Lee presented this item to the Board.

i. Nondiscrimination Statement for Handbooks

Ms. Lee provided an update on the nondiscrimination statement, as included in the Board meeting materials. She advised that the statement had been included within the school handbook as part of annual measures to ensure compliance with all state and federal mandates related to nondiscrimination.

IX. Strategic Planning

a. Approval of MOUs with Local Universities

i. Rutgers University

Ms. Ritchie presented this item to the Board, advising of the MOU included in the Board meeting materials. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the MOU with Rutgers University, as presented, is hereby approved.

The motion passed unanimously.

b. Approval of Whitaker Center Proposal

Ms. Swan introduced Mr. Stuccio to present this item to the Board. Mr. Stuccio provided an overview of the proposal as included in the Board meeting materials. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Whitaker Center proposal, as presented, is hereby approved.

The motion passed unanimously.

c. Approval of Agreements for Career Partnerships

i. Maplewood Shops Proposal for Carpentry Course

Mr. Smith presented this item to the Board and discussed the proposal as well as the requested budget associated as part of the proposal. The Board discussed the potential carpentry experiences available under this program. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Maplewood Shops proposal for Carpentry Course, as presented, is hereby approved.

The motion passed unanimously.

ii. Agreement with German- American Chamber of Commerce for Pre-Apprenticeship Program

Mr. Smith discussed the career paths available to students under the proposed agreement. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the agreement with German- American Chamber of Commerce for Pre-Apprenticeship Program, as presented, is hereby approved.

The motion passed unanimously.

d. Approval of STEM Scopes Curriculum

Mr. Gribbin provided a detailed overview of the STEM Scopes curriculum as included in the Board meeting materials. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the STEM Scopes Curriculum, as presented, is hereby approved.

The motion passed unanimously.

e. Approval of Mobile Lab Proposal

Mr. Gribbin highlighted components of the mobile lab proposal, as included in the Board meeting materials. The Board held discussion on planning for potential safety requirements needed for this program. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Mobile Lab proposal, as presented, is hereby approved.

The motion passed unanimously.

X. EXECUTIVE SESSION- Pursuant to 65 Pa. C.S. §§ 708(a)(1) – to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee

The Board entered into an Executive Session at 10:19 a.m. upon a motion being made, seconded and confirmed via roll call vote of all Board members present. The Board cited the following for entering into the Executive Session: Pursuant to 65 Pa. C.S. §§ 708(a)(1) – to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee. Board members present were: David Taylor, Paul Donecker, Gail Hawkins Bush and Dave Biondo. Guests present at the request of the Board were: Jane Swan and Pat Hennessey. All others left the meeting at this time.

The Board discussed personnel matters.

There being no further discussion and upon a motion being made, seconded and confirmed via roll call vote of all Board members present, the Board resumed Open Session at 11:00 a.m. No action was taken during Executive Session.

XI. Adjournment and Confirmation of Annual Meeting – Wednesday, June 16, 2021 at 9:00 a.m.

Mr. Taylor inquired if there was any other business or discussion. There being no further business or discussion, a motion was made and seconded as follows:

RESOLVED, that the annual meeting date is June 16, 2021 at 9:00 a.m., to be held at the school location and/or via teleconference, based on state recommendations regarding public health and safety, is hereby approved; and

FURTHER RESOLVED, that the Board being at the end of its agenda, the meeting was adjourned at 11:01 a.m., is hereby approved.

The motions passed unanimously.