



**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 31, 2022 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/2666552472?pwd=UDByREJlYXJlNkVhOHY4OWdwa0FWZz09>

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. Audit Committee, Committee of the Entire Board
 - a. Review and Acceptance of the 2020-2021 School Year Annual Financial Audit Report (attached) – D. Biondo/ K. Yeselavage

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

- V. Oral Reports
 - a. CEO's Report (MSR) – J. Swan
 - i. Enrollment Update
 - ii. Back to School Activities Update
 - iii. Staffing Update – M. Garman
 - 1. Employee Handbook Highlights (attached)
 - 2. Records Management Restructure (attached)
 - b. Financial Report (to follow) – K. Yeselavage
 - i. 2021-2022 SY Unaudited Financial Statements

- VI. Consent Items
 - a. Approval of Minutes from the June 15, 2022 Annual Board Meeting (attached)
 - b. Approval of Minutes from the July 13, 2022 Special Board Meeting (attached)
 - c. Approval of Staffing Report (attached)
 - d. Approval of Pearson Invoice(s) for June (attached)
 - e. Approval of PCPCS Invoice for 2022-2023 School Year (to follow)
 - f. Approval of H.B. McClure Ductless Split System Replacement (attached)
 - g. Ratification of Employee Handbook Updates (attached)
 - h. Approval of Records Management Department Restructure Proposal (attached)

- VII. Action Items
 - a. Approval of Architecture Vendor Contract (attached) – S. Shedd
 - b. Approval of Brolly Proposal (attached) – G. McCurdy
 - c. Approval of School Goals for the 2022-2023 School Year (attached) – J. Swan/ K. McConnell

- VIII. Information Items
 - a. School Success Partner (SSP) Update – L. Johnson
 - i. Pearson Support Team Update(s)

- b. Board Training and Conference Planning for the 2022-2023 School Year – H. Woodward

IX. Strategic Planning

- a. Approval of Agreements for Student Programs

- i. MOUs with Science Centers – S. Stuccio

- 1. Carnegie Museum of Natural History (attached)
 - 2. Carnegie Science Center (attached)
 - 3. DaVinci Science Center (attached)
 - 4. Keystone Kidspace (attached)
 - 5. Reading Science Center (attached)
 - 6. The Franklin Institute (attached)
 - 7. Whitaker Center for Science and the Arts (attached)

- 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 – J. Swan/ D. Taylor

- XI. Adjournment and Confirmation of Next Meeting – Wednesday, September 21, 2022 at 9:00 a.m.



July 15, 2022

To the Board of Trustees

Reach Cyber Charter School

We have audited the financial statements of the governmental activities and the major fund of Reach Cyber Charter School for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 11, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Reach Cyber Charter School are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year ended June 30, 2021. We noted no transactions entered into by Reach Cyber Charter School during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the government wide financial statements financial statements was:

Management's estimate of depreciation and amortization is based on the estimated useful lives of the underlying assets. We evaluated the key factors and assumptions used to develop the depreciation and amortization expense in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the allowance for doubtful accounts is based on an analysis of the collectability of the local school district revenues. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July 15, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Reach Cyber Charter School's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Reach Cyber Charter School's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Governmental Fund Budgetary Comparison Schedule, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of Board of Trustees and management of Reach Cyber Charter School and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



SD Associates, P.C.

Reach Cyber Charter School
Financial Statements
And
Independent Auditor's Report
Year Ended June 30, 2021

**Reach Cyber Charter School
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Year Ended June 30, 2021**

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Independent Auditor's Report

To the Board of Trustees
Reach Cyber Charter School
Harrisburg, Pennsylvania

We have audited the accompanying financial statements of the governmental activities and the major fund of Reach Cyber Charter School (the School), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of Reach Cyber Charter School as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

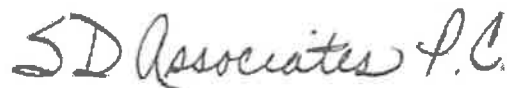
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Reach Cyber Charter School's basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated July 15, 2022, on our consideration of Reach Cyber Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Reach Cyber Charter School's internal control over financial reporting and compliance.



Certified Public Accountants
Elkins Park, Pennsylvania

July 15, 2022

Reach Cyber Charter School Management's Discussion and Analysis June 30, 2021

The Board of Trustees of Reach Cyber Charter School (the School) offers readers of the School's financial statements this narrative overview and analysis of the financial activities of the School for the fiscal year ended June 30, 2021. We encourage readers to consider the information presented here in conjunction with the School's financial statements.

Financial Highlights

- Total revenues increased by approximately \$77,500,000 due primarily to increased enrollment.
- At the close of the current fiscal year, the School reports an ending fund balance of \$44,208,588. This balance was the result of a \$31,566,509 surplus for the year ended June 30, 2021.
- The School's cash balance at June 30, 2021 was \$25,924,243 representing an increase of \$10,081,405 from June 30, 2020.

Overview of the Financial Statements

The discussion and analysis is intended to serve as an introduction to the School's basic financial statements. The School's basic financial statements as presented comprise four components: Management's Discussion and Analysis (this section), the basic financial statements, supplementary information, and single audit requirements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the School's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the School's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference between the components (assets and deferred outflows of resources, less liabilities and deferred inflows of resources) reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the School is improving or deteriorating.

The *statement of activities* presents information showing how the School's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

The government-wide financial statements report on the function of the School that is principally supported by subsidies from school districts whose constituents attend the School.

Reach Cyber Charter School

Management's Discussion and Analysis

June 30, 2021

Overview of the Financial Statements (Continued)

Fund Financial Statements

A *fund* is a group of related accounts that are used to maintain control over resources that have been segregated for specific activities or purposes. The School, like governmental type entities, utilizes fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The School has only a governmental general fund.

All of the School's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other *financial* assets that can readily be converted to cash. Such information is useful in assessing the School's financing requirements. In particular, *fund balance* may serve as a useful measure of a government's net resources available for spending for program purposes at the end of the fiscal year.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Supplementary Information

The governmental fund budgetary comparison schedule is presented for purposes of additional analysis. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Government-Wide Financial Analysis

Management has adopted Governmental Accounting Standards Board (GASB) Statement 34 which requires a comparative analysis of current and prior periods.

	2021	2020
Assets		
Current assets	\$ 57,514,603	\$ 20,746,702
Noncurrent assets	553,059	218,600
	58,067,662	20,965,302
Liabilities		
Current liabilities	13,314,932	8,113,540
Long-term liabilities	394,542	-
	13,709,474	8,113,540
Net Position	\$ 44,358,188	\$ 12,851,762

Reach Cyber Charter School Management's Discussion and Analysis June 30, 2021

Government-Wide Financial Analysis (Continued)

As noted earlier, net assets may serve over time as a useful indicator of a school's financial position. In the case of the School, assets exceeded liabilities by \$44,358,188 as of June 30, 2021.

The School's revenues are predominately from local school districts based on student enrollment. For the year ended June 30, 2021, the School's total revenues of \$132,734,834 exceeded expenditures of \$101,228,408 by \$31,506,426.

	2021	2020
Revenues		
Program revenues		
Local educational agency assistance	\$127,554,932	\$ 53,260,917
Federal sources	5,007,888	1,714,638
State sources	143,679	66,310
General revenues		
Other	28,335	211,271
Total revenues	132,734,834	55,253,136
Expenditures		
Instruction	79,624,912	38,184,003
Support services	20,456,060	13,737,431
Noninstructional services	1,003,407	153,141
Depreciation	144,029	59,224
Total expenditures	101,228,408	52,133,799
Change in net position	31,506,426	3,119,337
Net position, beginning	12,851,762	9,732,425
Net position, ending	\$ 44,358,188	\$ 12,851,762

Governmental Fund

The focus of the School's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the School's financing requirements. In particular, *fund balance* may serve as a useful measure of a government's net resources available for spending for program purposes at the end of the fiscal year.

The School's governmental fund (the General Fund) reported an ending fund balance of \$44,208,588.

Budget Variations

Actual revenues were \$69,428,384 higher than the budget due to increases as follows:

**Reach Cyber Charter School
Management's Discussion and Analysis
June 30, 2021**

Budget Variations (Continued)

Local educational agency assistance	\$ 67,261,405
Federal sources	2,206,392
State sources	142,252
Other revenues	(181,665)
	<u>\$ 69,428,384</u>

Actual expenditures were \$39,039,524 higher than the budget due to increases (decreases) as follows:

Instruction	\$ 31,923,455
Support services	6,828,698
Noninstructional services	467,903
Capital outlay	(180,532)
	<u>\$ 39,039,524</u>

Capital Asset and Debt Administration

Capital Assets

As of June 30, 2021, the School's investment in capital assets for its governmental activities totaled \$544,142 (net of accumulated depreciation). This investment in capital assets includes leasehold improvements and equipment and furniture.

Major capital asset purchases during the year included the following:

- Capital expenditures of \$478,488 for furniture and equipment

Additional information on the School's capital assets can be found in Note 5 of this report.

Long-Term Debt

The School does not have any long-term debt at this time.

Economic Factors and Next Year's Budgets and Rates

The School's primary source of revenue, the per student subsidy provided by the local school districts, will decrease by approximately \$7,150,000 for fiscal year 2021-2022 due the stabilization of enrollment after the impact of COVID-19 on the 2020-2021 year.

Reach Cyber Charter School Management's Discussion and Analysis June 30, 2021

Future Events That Will Financially Impact the School

The fiscal and operational stability of our Commonwealth's charter schools is directly linked to the state of Pennsylvania's budget. As noted in the notes to the financial statements, the COVID-19 health crisis has had an expected adverse effect on the Commonwealth's financial condition. This issue manifests itself most clearly in the way that the Commonwealth determines each charter school's per-pupil allotment which is calculated by student's school district of residence budgeted expenditures. To the extent that Commonwealth funds are reduced at the district level, this reduction will result in a reduction to charter school funding.

Contacting the School's Financial Management

The financial report is designed to provide interested parties a general overview of the School's finances. Questions regarding any of the information provided in this report should be addressed to the CEO, Reach Cyber Charter School, 750 East Park Drive, Suite 204, Harrisburg, PA 17111.

Reach Cyber Charter School
Statement of Net Position
June 30, 2021

	Governmental Activities
Assets	
Cash and cash equivalents	\$ 25,924,243
Investments	21,753,232
Receivable from school districts, net of allowance	7,336,703
Federal subsidies receivable	2,250,678
State subsidies receivable	144,631
Prepaid expenses	105,116
Property and equipment, net	544,142
Security deposit	8,917
Total assets	58,067,662
Liabilities	
Accounts payable and accrued expenses	268,416
Accrued salaries and benefits	6,396,464
Due to Connections Education, LLC	5,355,547
Due to school districts	1,294,505
Long-term liabilities	
Due after one year	
Compensated absences	394,542
Total liabilities	13,709,474
Net Position	
Invested in capital assets, net	544,142
Unrestricted	43,814,046
Total net position	\$ 44,358,188

See accompanying notes to financial statements.

Reach Cyber Charter School
Balance Sheet-Governmental Fund
June 30, 2021

	General Fund
Assets	
Cash and cash equivalents	\$ 25,924,243
Investments	21,753,232
Receivable from school districts, net of allowance	7,336,703
Federal subsidies receivable	2,250,678
State subsidies receivable	144,631
Prepaid expenses	105,116
Security deposit	8,917
Total assets	\$ 57,523,520
Liabilities	
Accounts payable and accrued expenses	\$ 268,416
Accrued salaries and benefits	6,396,464
Due to Connections Education, LLC	5,355,547
Due to school districts	1,294,505
Total liabilities	13,314,932
Fund Balances	
Nonspendable	114,033
Assigned	12,045,988
Unassigned	32,048,567
Total fund balances	44,208,588
Total liabilities and fund balances	\$ 57,523,520

See accompanying notes to financial statements.

Reach Cyber Charter School
Reconciliation of the Balance Sheet of Governmental Funds
To the Statement of Net Position
June 30, 2021

Total Fund Balance for Governmental Funds		\$ 44,208,588
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Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. These assets consist of:

Equipment and furniture	805,520	
Accumulated depreciation and amortization	<u>(261,378)</u>	
		544,142

Certain liabilities are not due and payable in the current period and, therefore, are not reported in the funds. Those liabilities consist of:

Compensated absences		<u>(394,542)</u>
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Total Net Position of Governmental Activities		<u>\$ 44,358,188</u>
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See accompanying notes to financial statements.

Reach Cyber Charter School
Statement of Revenues, Expenditures, and Changes in Fund Balance-
Governmental Fund
Year Ended June 30, 2021

	General Fund
Revenues	
Local educational agency assistance	\$ 127,554,932
Federal sources	5,007,888
State sources	143,679
Other revenues	28,335
Total revenues	132,734,834
Expenditures	
Instruction	79,230,370
Support services	20,456,060
Noninstructional services	1,003,407
Capital outlay	478,488
Total expenditures	101,168,325
Net Change In Fund Balance	31,566,509
Fund Balance - Beginning of Year	12,642,079
Fund Balance - End of Year	\$ 44,208,588

See accompanying notes to financial statements.

**Reach Cyber Charter School
 Reconciliation of the Statement of Revenues, Expenditures, and
 Changes in Fund Balances of Governmental Funds to the
 Statement of Activities
 Year Ended June 30, 2021**

Net Change in Fund Balances - Total Governmental Funds \$ 31,566,509

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation and amortization expense. This is the amount by which capital outlays exceeds depreciation in the current period.

Depreciation expense	(144,029)
Capital outlays	478,488

In the statement of activities, certain operating expenses - compensated absences (vacations and sick time) - are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used.

(394,542)

Change in Net Position of Governmental Activities

\$ 31,506,426

See accompanying notes to financial statements.

Reach Cyber Charter School

Notes to Financial Statements

June 30, 2021

Note 1 **Background and Summary of Significant Accounting Policies**

Reach Cyber Charter School (the School) is organized as a nonprofit corporation in Pennsylvania to operate a charter school in accordance with Pennsylvania Act 22 of 1997. The School was granted a charter which expired on June 30, 2019. The School is going through the charter renewal process and expects to receive a new charter agreement. The School will continue to operate through the process.

The financial statements of the School have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the School's accounting policies are described below.

Government-Wide and Fund Financial Statements

The government-wide financial statements (the statement of net position and the statement of activities) report on the School as a whole. The statement of activities demonstrates the degree to which the direct expenses of the School's function are offset by program revenues.

The fund financial statements (governmental fund balance sheet and statement of governmental fund revenues, expenditures and changes in fund balance) report on the School's general fund.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements:

The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the timing of the related cash flows. Grants and similar items are recognized as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the School considers revenues to be available if they are collected within 60 days of the end of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Reach Cyber Charter School
Notes to Financial Statements
June 30, 2021

Note 1 Background and Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

The government reports the following major governmental fund:

General Fund – The General Fund is the operating fund of the School and accounts for all revenues and expenditures of the School.

Amounts reported as program revenues include a per-student subsidy from local school districts as well as federal and state grants. Internally dedicated resources are reported as general revenues rather than as program revenues.

Method of Accounting

The School has adopted the provision of Statement No. 34 (“Statement 34”) of the Governmental Accounting Standards Board “*Basic Financial Statements – and Managements’ Discussion and Analysis – for State and Local Governments.*” Statement 34 established standards for external financial reporting for all state and local governmental entities, which includes a statement of net position and a statement of activities. It requires the classification of net position into three components – invested in capital assets, net of related debt; restricted; and unrestricted. These calculations are defined as follows:

- Invested in capital assets, net of related debt – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same net assets component as the unspent proceeds.
- Restricted – This component of net position consists of constraints placed on asset use through external constraints imposed by creditors such as through debt covenants, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted net position – This component of net position typically includes unrestricted liquid assets.

The School implemented GASB No. 54, *Fund Balance Reporting and Governmental Type Definition*. In the fund financial statements, governmental funds report the following classifications of fund balance:

Reach Cyber Charter School
Notes to Financial Statements
June 30, 2021

Note 1 Background and Summary of Significant Accounting Policies (Continued)

Method of Accounting (Continued)

- Nonspendable - includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact. The School classified prepaid expenses and security deposit as being nonspendable as these items are not expected to be converted to cash.
- Restricted - included amounts restricted by external sources, such as creditors or grantors, or by constitutional provision or enabling legislation.
- Committed - includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the Board of Trustees.
- Assigned - includes amounts that the School intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance. The School assigned \$12,045,988 of the fund balance as follows:
 - a) \$5,336,725 for salaries and benefits
 - b) \$2,995,644 for capital expenditures
 - c) \$1,252,698 for STEM enhancements and mobile lab
 - d) \$998,315 for career pathways initiatives
 - e) \$878,596 for professional development
 - f) \$500,000 for internal teacher mini-grants
 - g) \$84,010 for benevolent outreach
- Unassigned - includes all amounts that are not included in other spendable classifications.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the School considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the School considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Board of Trustees has provided otherwise in its commitment or assignment actions.

Budgets and Budgetary Accounting

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. An annual budget is adopted for the General Fund.

The Budgetary Comparison Schedule should present both the original and the final appropriated budgets for the reporting period. The School only has a general fund budget; therefore, the original budget filed and accepted by the Pennsylvania Department of Education is the final budget as well.

Reach Cyber Charter School
Notes to Financial Statements
June 30, 2021

Note 1 Background and Summary of Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk

Periodically, the School may maintain deposits in excess of the Federal Deposit Insurance Corporation's limit of \$250,000 with financial institutions.

Deposits and Investments

The School's cash and cash equivalents are considered to be cash on hand and demand deposits. The School's investments consist of obligations of the U.S. Treasury and commercial paper. Investments are reported at fair value.

Capital Assets

Capital assets, which include property, plant and equipment, are reported in the government-wide financial statements. All capital assets are capitalized at cost and updated for additions and retirements during the year. The School does not possess any infrastructure. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not. Capital assets of the School are depreciated using the straight-line method over the useful lives of the assets; furniture and fixtures (6-7 years) and equipment (3-6 years).

Compensated Absences

It is the School's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. The benefits are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the General Fund only if they have matured, for example, as a result of employee resignations or treatments.

Advertising Costs

All costs associated with advertising and promotions are recorded as expenditures in the year incurred.

Reach Cyber Charter School
Notes to Financial Statements
June 30, 2021

Note 1 Background and Summary of Significant Accounting Policies (Continued)

Income Tax Status

The School is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Service Code. The School adopted the provisions of ASC 740-10, *Accounting for Uncertainty in Income Taxes*. Management evaluated the School's tax positions and concluded that the School had taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this guidance. The School files a Return of Organizations Exempt from Income Tax annually. The School's returns for 2020, 2019 and 2018 are subject to examination by the IRS, generally for three years after they were filed.

Note 2 Cash and Cash Equivalents

The School's cash and cash equivalents balance at June 30, 2021, was \$25,924,243. The actual amount of cash on deposit in the School's bank accounts at June 30, 2021 was \$25,990,214. As of June 30, 2021, the School's bank balance was exposed to custodial credit risk as follows:

Uninsured and collateralized with securities held by the pledging bank's trust department, not in the School's name	\$ 25,740,214
Insured amount	\$ 250,000

Custodial credit risk is the risk that in the event of a bank failure, the School's uninsured deposits may not be returned. The School does not have a policy for custodial credit risk.

Note 3 Investments

At June 30, 2021, the School's investment balances were as follows:

Investment Type	Fair Value	Investment Maturities (In Years)		Rating
		Less Than 1	1 - 5	
U.S. Treasury Bonds	\$ 17,654,730	\$ 2,274,498	\$ 15,380,232	AAA
Commercial paper	4,098,502	4,098,502	-	P-1
	\$ 21,753,232	\$ 6,373,000	\$ 15,380,232	

Interest Rate Risk. The School does not have any restrictions in any of its investment policies that limit investment maturities.

Reach Cyber Charter School
Notes to Financial Statements
June 30, 2021

Note 3 Investments (Continued)

Credit Risk. The School’s investment policy is to apply the “prudent investor” standard: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” Investment ratings are listed above.

Concentration of Credit Risk. The School places no limit on the amount that may be invested in any one issuer.

Note 4 Receivables

Receivables as of June 30, 2021 consist primarily of subsidies from federal, state, and local authorities. Receivables are shown net of an allowance for uncollectible accounts of \$304,347.

Note 5 Capital Assets

Capital asset activity for the year ended June 30, 2021 was as follows:

	Balance, 7/1/2020	Additions	Deletions	Balance, 6/30/2021
Equipment and furniture	375,153	478,487	48,121	805,519
Less: accumulated depreciation	165,470	144,028	48,121	261,377
	\$ 209,683	\$ 334,459	\$ -	\$ 544,142

Depreciation expense was \$144,029 for the year ended June 30, 2021.

Note 6 Funding

The School received funding from various local school districts on a monthly basis based on enrollment. The rate of funding per student is determined on an annual basis.

Note 7 Lease Commitment

The School entered into a lease agreement to lease a facility in Harrisburg, Pennsylvania under an operating lease agreement that expires August 31, 2022, plus two three-year renewal options. In addition to the basic rentals, the School is subject to additional costs including taxes, occupancy, and maintenance. Rent expense was \$541,024 for the year ended June 30, 2021.

Future minimum lease payments are as follows as of June 30, 2021:

**Reach Cyber Charter School
Notes to Financial Statements
June 30, 2021**

Note 7 Lease Commitment (Continued)

Year ended June 30,	
2022	\$ 481,891
2023	80,707
	\$ 562,598

Note 8 Retirement Plan

The School provides pension benefits for all of its employees through the Reach Cyber Charter School 403(b) Plan. Employees are required to participate from the date of employment, with a mandatory minimum contribution of 5%. The School will match the employees' contributions dollar for dollar up to 5% of their compensation. School contributions to the plan for the year ended June 30, 2021 totaled \$1,570,513.

Note 9 Risk Management

The School is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The School carries commercial insurance for such risks.

Note 10 Grants

The School participates in numerous state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the School has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable at June 30, 2021 may be impaired. In the opinion of the School, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying financial statements for such contingencies.

Note 11 Professional Services Agreement

The School entered into an agreement with Connections Educations, LLC (CE) for curriculum, school management services, instruction, technology and other services. The agreement commenced on July 1, 2020 and expires on the earlier of five years or the expiration of the renewal charter.

Under the contract, CE will provide direct materials/services or procurement and payment of services for the following:

Reach Cyber Charter School
Notes to Financial Statements
June 30, 2021

Note 11 Professional Services Agreement (Continued)

1. Instructional materials as approved by the board
2. Administrative personnel, including health and other benefits, as approved by the Board where required
3. Educational support services for participating families
4. Training and other professional development as approved by the Board
5. Hardware and software as approved by the Board
6. Technical support for any hardware and software provided under the contract
7. Maintenance of student records
8. Services to special needs students as required by law
9. Administrative services including expenditures for a facility and capital, both of which require Board approval
10. Financial, treasury and other reporting as required by law
11. Student recruiting and community education
12. General school management

For all services, the School reimburses CE according to the terms of the contract based on documentation that is reviewed and approved by the Board. Total charges from CE amounted to \$52,112,811 for the year ended June 30, 2021.

Required Supplementary Information

**Reach Cyber Charter School
Governmental Fund Budgetary Comparison Schedule
Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		Actual	Variance With Budget
	Original	Final	Revenues/ Expenditures	
Revenues				
Local educational agency assistance	\$ 60,293,527	\$ 60,293,527	\$ 127,554,932	\$ 67,261,405
Federal sources	2,801,496	2,801,496	5,007,888	2,206,392
State sources	1,427	1,427	143,679	142,252
Other revenues	210,000	210,000	28,335	(181,665)
Total revenues	<u>63,306,450</u>	<u>63,306,450</u>	<u>132,734,834</u>	<u>69,428,384</u>
Expenditures				
Instruction	47,306,915	47,306,915	79,230,370	(31,923,455)
Support services	13,627,362	13,627,362	20,456,060	(6,828,698)
Noninstructional services	535,504	535,504	1,003,407	(467,903)
Capital outlay	659,020	659,020	478,488	180,532
Total expenditures	<u>62,128,801</u>	<u>62,128,801</u>	<u>101,168,325</u>	<u>(39,039,524)</u>
Net Change in Fund Balance	1,177,649	1,177,649	31,566,509	30,388,860
Fund Balance, Beginning	<u>12,642,079</u>	<u>12,642,079</u>	<u>12,642,079</u>	<u>-</u>
Fund Balance, Ending	<u>\$ 13,819,728</u>	<u>\$ 13,819,728</u>	<u>\$ 44,208,588</u>	<u>\$ 30,388,860</u>

See accompanying notes to financial statements.

Other Reports Required By Government Auditing Standards

**Independent Auditor's Report on Internal Control
Over Financial Reporting and on Compliance and
Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Board of Trustees
Reach Cyber Charter School
Harrisburg, Pennsylvania

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Reach Cyber Charter School (the School) as of and for the year ended June 30, 2021 and the related notes to the financial statements, which collectively comprise the School's basic financial statements and have issued our report thereon, dated July 15, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the School's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such, that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion of the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Certified Public Accountants
Elkins Park, Pennsylvania

July 15, 2022

Single Audit Requirements

**Reach Cyber Charter School
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021**

Federal Grantor/ Pass-Through Grantor	Federal Assistance Listing Number	Pass- Through Grantor's Number	Grant Period	Program or Award	Accrued (Deferred) Revenue 7/1/2020	Total Received for the Year	Revenue Recognized	Federal Expenditures	Accrued (Deferred) Revenue 6/30/2021
U.S. Department of Education									
<u>Pass-Through PA Department of Education</u>									
Title I - Improving Basic Programs	84.010	013-201150	7/1/19-9/30/20	\$ 887,058	\$ (86)	\$ -	\$ -	\$ -	\$ -
Title I - Improving Basic Programs	84.010	013-211150	7/1/20-9/30/21	2,941,880	-	1,179,333	2,941,880	2,941,880	1,762,547
Title I - Program Improvement Set Aside	84.010	042-201150	9/9/20-9/30/21	75,000	(86)	57,692	74,562	74,562	16,870
						1,236,939	3,016,442	3,016,442	1,779,417
Title II - Improving Teacher Quality									
Title II - Improving Teacher Quality	84.367	020-211150	7/1/20-9/30/21	327,910	-	117,840	327,910	327,910	210,070
Title II - Improving Teacher Quality	84.367	020-201150	7/1/19-9/30/21	123,271	-	26,857	26,857	26,857	26,857
						144,697	354,767	354,767	210,070
Title IV - Student Support and Academic Enrichment									
Title IV - Student Support and Academic Enrichment	84.424	144-211150	7/1/20-9/30/21	67,273	-	56,569	67,273	67,273	10,704
Title IV - Student Support and Academic Enrichment	84.424	144-201150	7/1/19-9/30/20	67,506	4,501	4,501	-	-	-
						61,070	67,273	67,273	10,704
COVID-19 Elementary and Secondary School Emergency Relief Fund									
COVID-19 Elementary and Secondary School Emergency Relief Fund	84.425D	200-201150	3/13/20-9/30/22	728,580	-	651,887	728,580	728,580	76,693
COVID-19 Special Education COVID-19 Impact Mitigation									
COVID-19 Special Education COVID-19 Impact Mitigation	84.027	252-201150	7/1/20-9/30/21	5,000	-	5,000	5,000	5,000	-
<u>Pass-Through Capital Area Intermediate Unit</u>									
Individuals with Disabilities Education Act Part B	84.027	N/A	7/1/20-9/30/21	742,640	-	655,980	742,640	742,640	86,660
Individuals with Disabilities Education Act Part B	84.027	N/A	7/1/19-9/30/20	579,815	84,763	-	-	-	84,763
Individuals with Disabilities Education Act Preschool	84.173	N/A	7/1/20-6/30/21	672	-	672	672	672	-
Total Special Education Cluster					84,763	661,652	748,312	748,312	171,423
Title III - Language Instruction For English Learners									
Title III - Language Instruction For English Learners	84.365	N/A	7/1/20-6/30/21	2,544	-	-	2,544	2,544	2,544
Title III - Language Instruction For English Learners	84.365	N/A	7/1/19-6/30/20	1,680	1,680	1,680	-	-	-
						1,680	2,544	2,544	2,544
Total U.S. Department of Education					90,858	2,757,925	4,917,918	4,917,918	2,250,851
U.S. Department of the Treasury									
<u>Pass-Through PA Commission on Crime and Delinquency</u>									
COVID-19 Coronavirus Relief Fund	21.019	N/A	3/1/20-10/30/20	90,000	-	90,000	90,000	90,000	-
Total U.S. Department of the Treasury					-	90,000	90,000	90,000	-
Total Federal Awards					\$ 90,858	\$ 2,847,925	\$ 5,007,918	\$ 5,007,918	\$ 2,250,851

See notes to schedule of expenditures of federal awards.

Reach Cyber Charter School
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021

Note 1 Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Reach Cyber Charter School (the School) under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the School, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the School.

Note 2 Summary of Significant Accounting Policies

(1) Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

Note 3 Indirect Cost Rate

The School has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

**Independent Auditor's Report on Compliance for
Each Major Program and on Internal Control Over
Compliance Required by the Uniform Guidance**

To the Board of Trustees
Reach Cyber Charter School
Harrisburg, Pennsylvania

Report on Compliance for Each Major Federal Program

We have audited Reach Cyber Charter School's (the School) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the School's major federal programs for the year ended June 30, 2021. The School's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the School's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we School and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the School's compliance.

Opinion on Each Major Federal Program

In our opinion, the School complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

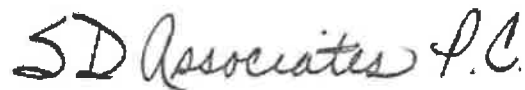
Report on Internal Control Over Compliance

Management of the School is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the School's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the School's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Certified Public Accountants
Elkins Park, Pennsylvania

July 15, 2022

**Reach Cyber Charter School
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021**

A. Summary of Audit Results

1. The Independent Auditor's Report expresses an unmodified opinion on the basic financial statements of Reach Cyber Charter School.
2. No material weaknesses or significant deficiencies relating to the audit of the financial statements are reported in the Report on Compliance and on Internal Control over Financial Reporting.
3. No instances of noncompliance material to the financial statements of Reach Cyber Charter School which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No material weaknesses or significant deficiencies relating to the audit of major federal award programs is reported in the Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance.
5. The independent auditor's report on compliance for the major federal award programs for Reach Cyber Charter School expresses an unqualified opinion.
6. There were no audit findings, which were required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs were Elementary and Secondary Education Relief Fund, Assistance Listing No.84.425, and Special Education Cluster, Assistance Listing No. 84.027/84.173.
8. The threshold for distinguishing Types A and B programs was \$750,000.
9. Reach Cyber Charter School qualified as a low-risk auditee.

B. Findings-Financial Statement Audit

None.

C. Findings and Questioned Costs-Major Federal Award Programs Audit

None.



Employee Handbook Updates / Changes

Reach Cyber Charter School's Human Resources department in collaboration with the senior leadership conducted a comprehensive review of the current Employee Handbook. A copy of the updated Employee Handbook is provided for Board approval. The following provides a summary of the major changes and updates. With Board approval the Reach will publish the Employee Handbook for employee review and acknowledgment effective August 31, 2022.

- Clarified the Reasonable Accommodations Process.
- Clarified the requirement to maintain a primary residence in Pennsylvania as a condition of employment.
- Removed the previous compensation system information and replaced it with the new compensation system, which was approved at the February 2022 board meeting.
- Expanded the provisions for rehiring staff to include guidance related to salary and PTO.
- Added provisions highlighting Long Term/Short Term Disability programs, Life and Accidental Death & Dismemberment insurance, and Workers Compensation coverage
- Added guidelines for collecting retroactive benefit premiums.
- Added guidelines for implementing wage attachments.
- Updated benefit eligibility to begin on the first day of employment, which was approved at the February 2022 board meeting.
- Updated the Attendance and Paid Time Off (PTO) sections to clarify accruals, proration, and rollover.
- Added parental leave provision to grant eligible staff two (2) weeks of paid time off for the non-birthing parent.
- Added guidelines for managing performance, completing performance reviews, and implementing performance improvement plans.
- Added guidelines to explain Reach's staff discipline policy to include levels and descriptions of the progressive discipline process.
- Updated the Employee Assistance and Rehabilitation section to include employee assistance program/BHS services, which were approved during the April 2022 board meeting.
- Updated the work arrangement policy to define work from home arrangements and guidelines when working from home and alternate locations.



**REACH CYBER
CHARTER
SCHOOL**

Records Department Reorganization Proposal

Overview

- Create three (3) Administrative Assistant Lead positions by reclassifying existing positions; no new positions required.
 - Post-Enrollment Lead
 - Incoming Records Lead
 - Outgoing Records Lead
- The Administrative Assistant Lead positions will report directly to the School Office Manager.
- Current Administrative Assistant staff from the Record Department will be eligible for selection and staff must apply to be considered.
- A proposed organizational chart is attached



Added Benefits

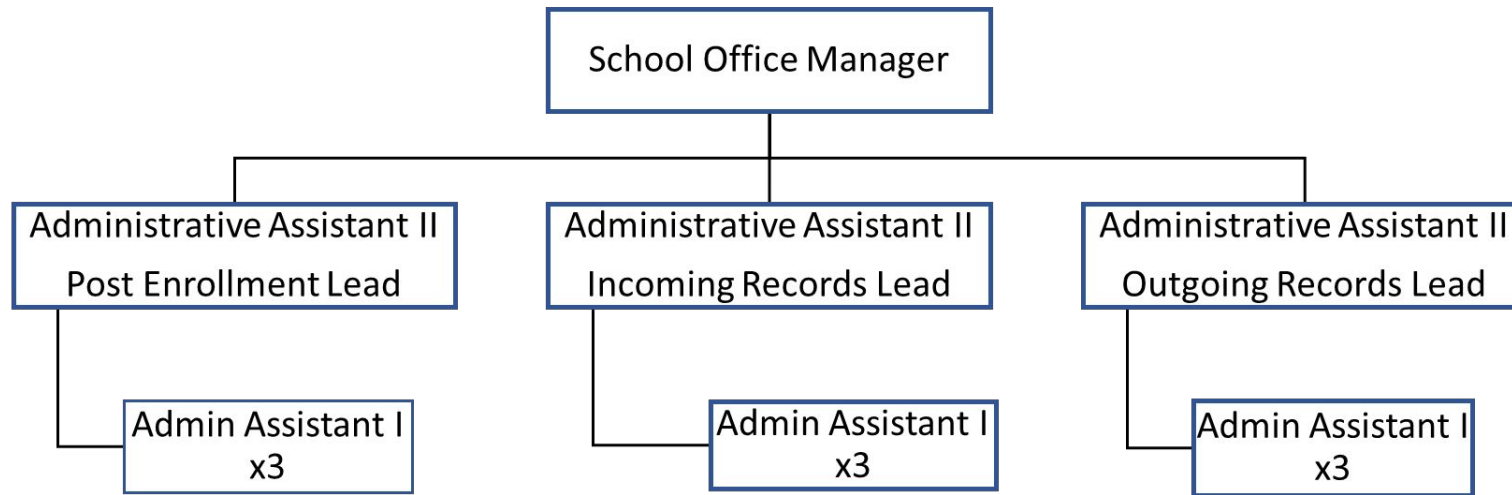
- Reduces School Office Manager's span of control and allows increased focus on other managerial duties.
- Increases office efficiency through division of labor, collaboration, and knowledge sharing.
- Maximizes internal staff knowledge and maintains continuity of operations.
- Creates advancement opportunities for existing staff; increased retention within the Records Department.
- Cultivates leadership and management skills among existing staff.

Budgetary Impact

- Approximately annual increase of \$19,000 to the budget as a result of increase in staff salaries.



Records Management Department Proposed Structure





**Reach Cyber Charter School
ANNUAL BOARD MEETING**

Date and Time:

Wednesday, June 15, 2022 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/2666552472?pwd=UDByREJlYXJlJmNkOHY4OWdwa0FWZz09>

Meeting ID: 266 655 2472

Passcode: QWMw5V

Phone +1 301 715 8592 US

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

I. Call to Order and Roll Call

Mr. Taylor called the meeting to order at 9:03 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, Gail Hawkins Bush, Dave Biondo and Paul Donecker (via phone and videoconference);

Guests: Jane Swan, School CEO; Rachel Graver, Mike Garman, Greg McCurdy, Scott Shedd, Scott Stuccio, Kati Rutkowski, Cody Smith, Kelley McConnell, Andy Gribbin, Corey Groff, Devin Meza-Rushanan and Scott Stuccio, School Staff (in person at the school); Karen Yeselavage, LeeAnn Ritchie, Michael Hinshaw, Maurine Hockenberry and J.D. Smith, School Staff; Pat Hennessey, Board Counsel; Kevin Corcoran, Charter Choices, Financial Consultant; Laura Johnson, Melissa Brown and Megann Arthur, Pearson Virtual Schools staff (via phone and videoconference).

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 2021-2022 School Year Annual Financial Audit

Mr. Biondo asked Ms. Yeselavage to review the proposed audit firm engagement letter, as provided in the Board meeting materials. Ms. Yeselavage highlighted key aspects of the proposal, including the scope of work and estimated charges for the 2021-2022 school year financial audit. She noted the additional audit requirements due to ESSER funding received. Mr. Biondo further confirmed the communications regarding the proposed audit firm, as well as expressing support of the consideration. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the engagement of S.D. Associates, P.C. for the 2021-2022 school year annual financial audit, including the single audit related to federal ESSER funding, as presented, is hereby approved.

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 indicated their intent to move the Minutes from the May 18, 2022 Board Meeting to Action Items for discussion, as well as the add a Consent Item: Approval of Exhibit A to Consent Agenda. The Board also planned to add the Approval of Vendor Contracts (2) to Action Items. There being no additional changes noted, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the June 15, 2022 Meeting of the Reach Cyber Charter School Board of Directors, as amended, is hereby approved.

The motion passed unanimously.

V. Oral Reports

a. CEO's Report

i. Enrollment Update

Ms. Swan reviewed the current enrollment numbers for the school, and discussed the opening of enrollment for the next school year.

ii. Staffing Update

Mr. Garman provided a detailed review of the school's current staffing, including key positions yet to be filled prior to next school year.

iii. Graduation Update

Ms. Swan thanked Mr. Taylor for his keynote address at the recent high school graduation ceremony, and Ms. Hawkins Bush for her participation in the day's events, as well. She provided an overview of the ceremony at Spooky Nook complex near Lancaster, relaying the overwhelming positive feedback received from families and staff. The Board applauded Ms. Alicia Swope and all staff on the success of the ceremony.

b. Financial Report

Ms. Yeselavage reviewed the school's financial statements with the Board. She reviewed the revenue and expense statements, advising on changes since the previous months' statements. Ms. Yeselavage further reviewed with the Board the school's anticipated fund balance for the

i. Audit Update

Ms. Yeselavage provided the Board with an update on the progress of the current financial audit.

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 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;
- d. Approval of ClassKick Subscription Proposal; and
- e. Approval of Board Meetings Schedule for the 2022-2023 School Year; and
- f. Approval of Exhibit A to Consent Agenda; are hereby approved.

The motion passed unanimously.

VII. Action Items

Approval of Minutes from the May 18, 2022 Board Meeting

Board members had extensive discussion regarding the language in the previous Board minutes regarding Board composition and recruitment efforts. Following discussion regarding the ongoing need for Board member candidate recruitment as well as the candidates already presented to the Board, a motion was made and seconded as follows:

RESOLVED, that the Minutes from the May 18, 2022 Board Meeting, as presented, are hereby approved.

The motion passed unanimously.

a. Approval of Draft Comprehensive Plan

Ms. Swan noted Ms. McConnell's review of the draft Plan at the last Board meeting, and that efforts were ongoing with staff to continue updates and areas for improvement. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Draft Comprehensive Plan and all further discussion, as presented, is hereby approved.

The motion passed unanimously.

b. Approval of Facility Expansion

Ms. Swan presented this item to the Board. She highlighted planned enhancements and updates to the school facility, largely due to additional staff and the growing enrollment. There being no additional discussion, a motion was made and seconded as follows:

RESOLVED, that the Approval of Facility Expansion, as presented, is hereby approved.

c. Approval of Budget for the 2022-2023 School Year

Ms. Yeselavage reviewed the proposed 2022-2023 school year budget outline with the Board, noting the thorough review of a draft completed at the last meeting, as well as the necessary posting and review process for the school's budget in PA. She further reviewed minor changes as mentioned earlier in the meeting during her Treasurer's Report. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the budget for the 2022-2023 school year and all assumptions provided therein, as presented, are hereby approved.

The motion passed unanimously.

d. Approval of Directors

Ms. Arthur advised the Board that one Board member's term was up for renewal at this meeting, Paul Donecker. She further asked Mr. Donecker if he was interested in renewing his term on the Board, which he confirmed. Brief discussion was held on the renewal of his term, and fellow Board members indicated their support and appreciation for his continued service. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the re-appointment of Paul Donecker to the Reach Cyber Charer School Board of Directors, as a Class 2 Director, for a term of three (3) years to the 2025 Annual Meeting, is hereby approved.

The motion passed unanimously.

e. Approval of Officers for the 2022-2023 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 2023. 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:

Board President – David Taylor;
Board Vice President – Gail Hawkins Bush;
Board Treasurer – Dave Biondo; and
Board Secretary – Paul Donecker, as discussed, are hereby approved.

The motion was approved unanimously.

f. Approval of Board Designee to work with School Leadership to Finalize Employee Handbook Updates

Mr. Harman reviewed the proposed Employee Handbook policy updates outline, as included in the Board materials. He advised of the development process for many of the policies, and the timing considerations to implement the policies during hiring for additional staff. Board members briefly discussed and indicated their support of the Board President as the Board Designee for this purpose. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Board President as Board Designee to work with School Leadership to Finalize Employee Handbook Updates, as discussed, is hereby approved.

The motion passed unanimously.

Approval of Vendor Contracts

Ms. Swan referred the Board to the proposed vendor contracts for Sound Masking Works and Kleppers Security Source, as provided to the Board prior to the meeting. There being no additional discussion, a motion was made and seconded as follows:

RESOLVED, that the Approval of Vendor Contracts, as presented, are hereby approved.

The motion was approved unanimously.

VIII. 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 provided highlights within the survey, noting the areas of improved ratings as well as those identified as areas for improvement.

b. School Success Partner (SSP) Update

Ms. Johnson presented on behalf of the School Success Partner (SSP) team, briefly reviewing service updates and enhancements planned from PVS.

c. Pearson Products, Services and Initiatives Update

Ms. Brown presented this item to the Board. She referred Board members to the detailed memorandum included in the meeting materials summarizing PVS planned updates and enhancements to technology and curriculum for the school and students. She noted the developments which will allow teachers to further personalize content, the additional courses being offered in the school's catalog and the course alignment initiatives with state and national standards. Ms. Brown also highlighted the enhancements to the mobile experience, as well as additional content and account security measures being put in place.

IX. Strategic Planning

a. Student Outreach Update

Mr. Stuccio presented this item to the Board. He provided a detailed overview of planned outreach activities to expand the school's presence in the state and potential student awareness of the program. Mr. Stuccio advised of the hiring of a social media expert to manage web master work and the school's online presence. Board members thanked Mr. Stuccio for the thorough presentation.

b. S.T.E.M. Mobile Lab Update

Mr. Gribbin provided an overview of the interior features of the lab, as well as the planned activities and accessibility for students.

c. Career Pathways Student Highlights

Mr. Smith provided a detailed review of the ongoing development of the Career Pathways program. He reviewed pre-apprenticeships in skilled trades, preparing students for careers in line with their individual passions and personalities. Board members expressed their support of the program, including recent developments.

d. Approval of Agreements for Student Programs

i. MOU with Sigma Resources

ii. MOU with Lancaster Science Factory

Mr. Taylor referred Board members to the proposed agreements, as included in the Board materials. There being no additional discussion, a motion was made and seconded as follows:

RESOLVED, that the Agreements for Student Programs: MOUs with Sigma Resources and Lancaster Science Factory, as presented, are hereby approved.

The motion was approved 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 10:06 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, David Biondo and Paul Donecker. Guests present at the request of the Board were: Jane Swan and Michael Garman. All others left the meeting at this time.

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 11:15 a.m. No action was taken during Executive Session.

Board members indicated their intent to consider a resolution based on the Executive Session discussion. There being no additional discussion, a motion was made and seconded as follows:

RESOLVED, that the Approval of Settlements with Former Employees A and B, as discussed in Executive Session, are hereby approved.

The motion passed unanimously.

XI. Adjournment and Confirmation of Next Meeting – Wednesday, August 17, 2022 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 17, 2022, is hereby approved; and

FURTHER RESOLVED, that the Board being at the end of its agenda, the meeting was adjourned at 11:17 a.m., is hereby approved.

The motions passed unanimously.



Reach Cyber Charter School

BOARD MEETING

Date and Time:

Wednesday, July 13, 2022 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/2666552472?pwd=UDByREJlYXJlJmNkOHY4OWdwa0FWZz09>

Meeting ID: 266 655 2472

Passcode: QWMw5V

Phone +1 301 715 8592 US

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

I. Call to Order and Roll Call

Mr. Taylor called the meeting to order at 9:00 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 by phone and video conference: David Taylor, Dave Biondo and Paul Donecker (via phone and videoconference);

Board Members Joined During Meeting: Gail Hawkins Bush (via phone);

Guests: Jane Swan, School CEO, Rachel Graver, JD Smith, Dan Ladislaw, Kelley McConnell, Cody Smith, Corey Groff, Michael Garman and Greg McCurdy (in person at the school), Karen Yeselavage, LeeAnn Ritchie, Alicia Swope, Andrew Gribbin, April Kretchman, Clara Keepports, Michael Hinshaw, Stephanie Bost, Tina Marteney, School Staff (via phone and videoconference); Patricia Hennessey, Board Counsel; Laura Johnson, Pearson Virtual Schools staff; and Chuck Pickens Focus School Software (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 13, 2022 Meeting of the Reach Cyber Charter School Board of Directors is hereby approved.

The motion passed unanimously.

IV. Consent Items

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

RESOLVED, the Consent Items:

- a. Approval of State Required Reports - Comprehensive Plan; and
- b. Approval of Facilities Expansion; are hereby approved.

The motion passed unanimously.

V. Action Items

- a. Approval of Learning Management System (LMS) vendor

Ms. Graver and Mr. Shedd presented this item to the Board. Following Board member discussion with school leadership team members, a motion was made and seconded as follows:

RESOLVED, the proposal from Instructure, Inc. for the provision of the Canvas Learning Management System, is hereby approved.

The motion passed unanimously.

- b. Approval of Student Information System (SIS) vendor

Ms. Graver and Mr. Shedd presented this item to the Board. Following Board member discussion with school leadership team members, a motion was made and seconded as follows:

RESOLVED, the proposal from Focus School Software for the provision of the Student Information System (SIS), is hereby approved.

The motion passed unanimously.

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

- c. Approval of Phone System vendor

Mr. Shedd presented this item to the Board. Following Board member discussion with school leadership team members, a motion was made and seconded as follows:

RESOLVED, the proposal from Zoom Video Communications for the provision of the phone system and is hereby approved.

The motion passed unanimously.

VI. Strategic Planning

- a. Approval of Agreements for Student Programs:

- i. Simcoach Games MOU
- ii. Metro E-sports MOU

Mr. Smith reviewed the proposed Agreements to support student programs in the upcoming school year. There being no additional discussion, a motion was made and seconded as follows:

RESOLVED, that the Approval of Agreements for Student Programs: Simcoach Games MOU and Metro E-sports MOU, as presented, are hereby approved.

The motion was approved unanimously.

VII. Adjournment and Confirmation of Next Meeting – Wednesday, August 17, 2022 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 17, 2022, is hereby approved; and

FURTHER RESOLVED, that the Board being at the end of its agenda, the meeting was adjourned at 9:23 a.m., is hereby approved.

The motions passed unanimously.

REACH Staffing Report August 2022

	Current Staff	Hires SYTD	Departures SYTD
10-month Staff	656	37	6
12-month Staff	119	11	0
Grand Total	775	48	6

Departing Employees

First Name	Last Name	Area	Last Day Worked
David	Stack	Reading Specialist	7/15/2022
Sara	Billman	Teacher - Elementary	8/9/2022
Rebecca	Murray	Teacher - Special Education	8/12/2022
Kelly	Unrath	Teacher - High School	8/14/2022
Tasha	Harris	Teacher - High School	8/15/2022
Casey	Hawke	Teacher - High School	8/15/2022

Position Changes

First Name	Last Name	Former Position	New Position	Compensation	Start Date
Maria	Deliz	Admin Asst I - Attendance	Admin Asst II - Attendance	\$50,161	7/1/2022
Amy	Turner	Speech Language Pathologist	Supervisor of Special Education	\$80,000	7/1/2022
Tiayra	Villafane	Admin Asst I - Attendance	Admin Asst II - Attendance	\$50,161	7/1/2022
Lacey	Wilson	Admin Asst I - Attendance	Admin Asst II - Attendance	\$50,161	7/1/2022
Michael	Sim	Math Specialist	Math Improvement Facilitator	\$79,700	8/16/2022
Stephanie	Lane	STEM Coach	Manager of STEM Education	\$83,223	8/16/2022

REACH Staffing Report August 2022

Kellie	Tinna	Middle School Teacher	Instructor Coach - STEM	\$68,000	8/16/2022
Jackie	Hershey	School Admin Assistant I	Admin Assistant II - Outreach	\$50,406	8/16/2022
Loren	Foster	Enrollment Specialist	Truancy Officer	\$54,000	8/16/2022
Stephanie	Falzone	Family Mentor	School Counselor	\$57,500	8/16/2022

New Hires

First Name	Last Name	Area	Compensation	Start Date
David	Burton	Webmaster	\$85,000	6/27/2022
Alex	Vidal	Desktop Technician	\$75,000	7/18/2022
John	Fawcett III	Associate Information Security Engineer (Contractor)	\$60,000	7/18/2022
Kisha	Williams-Barreto	Regional CC - Northeast	\$50,000	7/18/2022
Philip	Anzelmo	Curriculum Coordinator	\$72,500	8/1/2022
Brandy	Harmon	Regional CC - Southwest	\$50,000	8/1/2022
Morgan	Kutz	Manager of Desktop Support	\$85,000	8/2/2022
Thomas	Bachert	Application Analyst SIS	\$75,000	8/8/2022
Lauren	Ardiff	Teacher - High School	\$61,000	8/24/2022
Danielle	Botzman	Secondary Math Specialist	\$58,000	8/24/2022
Victoria	Bruce	Occupational Therapist	\$66,000	8/24/2022
Allison	Bullock	Teacher - Middle School ELA	\$63,500	8/24/2022
Jenna	Buterbaugh	Speech Language Pathologist	\$62,000	8/24/2022
Angela	Crawford	Teacher - Substitute (Elementary)	\$50,000	8/24/2022
Shalana	Coleman	Career Readiness Coordinator	\$70,000	8/24/2022
Rhiannon	Dame	School Assessment Coordinator	\$63,000	8/24/2022
Estrella	De Luz Pizarro	Intern	Intern	8/24/2022

REACH Staffing Report August 2022

Amanda	Devonshire	Paraprofessional	\$21/hr	8/24/2022
Maggie	Fitchett	Speech Language Pathologist	\$63,000	8/24/2022
Lane	Forgy	Teacher - High School (Biology)	\$57,500	8/24/2022
Sarah	Gallagher	Speech Language Pathologist	\$64,000	8/24/2022
Melissa	Greene	Family Mentor	\$60,000	8/24/2022
Gabriella	Gronczewski	Teacher - Substitute (Elementary)	\$50,000	8/24/2022
Noah	Grube	Teacher - Substitute (High School)	\$50,000	8/24/2022
Raquel	Hewitt	Teacher - Middle School	\$53,000	8/24/2022
Kayla	Heckman	Teacher - High School	\$59,000	8/24/2022
Lisa	Heffron	Teacher - Special Education	\$62,000	8/24/2022
Jenna	Izing	Teacher - Substitute (Special Ed.)	\$50,000	8/24/2022
Isaiah	Jenkins	Family Mentor	\$52,000	8/24/2022
Renee	Julius	EL Specialist	\$55,000	8/24/2022
Brandie	Karpew	Board and Legislative Liaison	\$75,000	8/24/2022
Carrie	Lowris	Family Mentor	\$60,000	8/24/2022
Pamela	Lynch	Teacher - High School (Biology)	\$54,500	8/24/2022
Matthew	Malak	Teacher - Middle School	\$56,000	8/24/2022
Mollie	Nixon	Occupational Therapist	\$65,000	8/24/2022
Andrea	O'Brien	Speech Language Pathologist	\$66,000	8/24/2022
Stacey	Resavage	Occupational Therapist	\$64,500	8/24/2022
Megan	Rosler	Family Mentor	\$52,000	8/24/2022
Lisa	Staros	Speech Language Pathologist	\$70,000	8/24/2022
Sara	Sutsko	EL Specialist	\$55,000	8/24/2022
Nate	Thompson	Teacher - Middle School ELA	\$61,500	8/24/2022
Cindy	Urich	Paraprofessional	\$21/hr	8/24/2022

REACH Staffing Report August 2022

Megan	Walker	Teacher - High School (Social Studies)	\$57,000	8/24/2022
Ellen	Min	Manager of Org Effectiveness & Belonging	\$82,500	08/25/2022
Hilliard	Steven	Server Engineer	\$85,000	8/29/2022
Jessica	Rice	Social Media Supervisor	\$71,000	9/1/2022
Kimm	Yannick	Teacher - Life Skills Support	\$61,000	9/30/2022
Karen	Nemia	Cosmetology Program Coordinator	\$65,000	10/1/2022
Lindsay	Miller-Barclay	School Psychologist	\$69,000	10/03/2022
Morgan	Myers	Teacher - Life Skills Support	\$62,500	10/17/2022



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 Virtual Schools USA**
10960 Grantchester Way
Columbia, MD 21044
Tel: 1-800-843-0019
Email:
poblsalesops@pearson.com
Tax ID No:
68-0519943

Invoice Number : 91000011116
Date : 12-AUG-2022
Due Date :
Payment Terms :
Customer Account : 3924545
Project Number : 82056698
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 \$5,141,211.29	Make Checks Payable to:	
Tax Total : USD \$0.00	Pearson Virtual Schools USA	
Invoice Total : USD \$5,141,211.29	32369 Collection Center Drive	
Amount Due : USD \$5,141,211.29	Chicago, IL 60693-0323	
	Bank Wire to:	
	Bank Name	: Bank of America N A
	Bank Address	:
	ABA ACH No	: 071000039
	ABA Wire No	: 026009593
	SWIFT Code	: BOFAUS3N
	A/C No	: 8188290225
	Bank Account Name	: Connections Education LLC dba Pearson Virtual Schools USA



Invoice Number: 91000011116							Page 2 of 2
Project Number	Project Agreement Number	Description	Quantity	List Price	Net Price	Tax	Line Total
82056698	REACH	Direct Charges	8		4,108,646.83	0.00	4,108,646.83
82056698	REACH	Pass Through	13		1,032,564.46	0.00	1,032,564.46

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
	\$5,141,211.29	\$0.00	\$5,141,211.29



Pearson

Charges for the Following Period:

June 2022

Enrollment/Unit Based Charges

Facility Support Services	2,083.33
Hardware/Software - Employees	6,000.00
Monthly Fee per School Staff Member	255,109.00
Monthly Fee per Student	2,792,042.00
Short Term Substitute Teaching Services	4,800.00
Upfront Fee per Student	1,048,612.50
	4,108,646.83

Pass Through Expenses

1,032,564.46

Total Amount Due

5,141,211.29

Reach Cyber Charter School

Ductless Split System Replacement

Proposed Project Agreement

Date:

8/8/2022

Proposal Number:

713458

Prepared for:

Reach Cyber Charter School
750 East Park Drive
Suite 204
Harrisburg, Pennsylvania 17111

Prepared by:

Kevin Dettrey

(717) 214-3184

kdetrey@hbmclure.com



PROJECT PROPOSAL

Company

HB McClure Company
 600 S 17th
 Harrisburg, Pa 17105
 Ph: (717) 214-3184

Proposal Date: 8/8/2022
 Proposal Number: 713458

Bill To Identity

Reach Cyber Charter School
 10960 Grantchester Way
 3rd Fl Accounts Payable
 Columbia, Maryland 21044

Agreement Location

Reach Cyber Charter School
 750 East Park Drive
 Suite 204
 Harrisburg, Pennsylvania 17111

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

EQUIPMENT:

Server Room

OUR PROPOSAL INCLUDES:

Installation of a new 18000 BTU Fujitsu ductless mini split system for your Server Room in replacement of your existing split system

SCOPE OF WORK:

- * Labor and materials.
- * Isolation of the current system to conduct the replacement.
- * Recover of the existing refrigerant per EPA guidelines.
- * Current TRIPLITE system will be left on site.
- * Installation of one outdoor condensing unit in the same location.
- * Installation and mounting of the indoor wall mounted evaporator unit.
- * Run line set and control wiring from the condenser to the indoor evaporator unit.
- * Make all wiring and piping connections.
- * Installation and hook up of the condensate pump.
- * Run a condensate drain line and hook up.
- * Charge system with nitrogen and leak check.
- * Pull vacuum on system.
- * Charge the system.
- * Complete start up on system.
- * Documentation of a work completed.

OUR PROPOSAL EXCLUDES:

Weekend, Afterhours, Overtime, and Holiday labor. Any unforeseen issues not described in our scope of work. Any labor and/or materials needed if: any additional troubleshooting, parts and/or materials are required outside of the proposed scope.

We hereby propose to furnish materials and labor - complete in accordance with above specifications, for the sum of.....**\$9,860.00 (Lead time is approx.. 5-7 days)**

Option for the replacement to include and indoor ceiling cassette instead of the wall mounted unit.....**\$8,917.00 (Lead time is approx.. 5-7 days)**

Option for the replacement of the current 1.5 ton split system with a new 1.5 ton York split system.....**\$9,827.00 (Lead time is approx.. 5-7 days)**

Option to duct the existing Trip Lite 1 ton units exhaust to the rooftop making a roof penetration and running the existing the venting to the rooftop.....**\$3,962.00**

Proposal pricing is valid for 15 days past "Proposal Date"

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Kevin S Dettrey

Signature (Authorized Representative)

Kevin Dettrey

Name (Print/ Type)

(717) 214-3184

Phone

8/8/2022

Date

Customer

Signature (Authorized Representative)


Name (Print/ Type)

Title

Date

PO#

Pictures

Description	Picture
Area to be installed	

PROJECT AGREEMENT TERMS AND CONDITIONS

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Upon coordination with Customer, Contractor shall have free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. **Parts Warranty:** All material or equipment furnished by us shall be warranted against defects in material as specified by the manufacturer. Manufacturers extended warranties will apply when available. Labor will be warranted against defects in workmanship for a period of ninety (90) days from completion of services or work performed. Warranty begins when the particular work, which is the subject of the warranty claim, is completed. **New Equipment Warranty:** All material, parts and labor is warranted for a period of one (1) year from completion of services or work performed. Manufacturers extended warranties will apply when available.
3. Terms are net 30 days for credit approved accounts. Amounts not paid in accordance are subject to a finance charge of 1.5% per month, 18% annually. Cost of collection, including attorney and/or filing fees will be the responsibility of the debtor. Financing options are available.
4. Contractor shall include applicable taxes in proposal.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement. Proposal pricing is valid for 15 days past "Proposal Date"
6. In no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control. Contractor will use commercially reasonable efforts and due diligence in an attempt to mitigate the impact, including delays, caused such events recognizing that time is of the essence in completing the work.
8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, to the extent that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
10. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Provided that Contractor has complied with the plans and specifications, Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided Contractor on Customer's behalf.
11. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
12. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.



Employee Handbook Updates / Changes

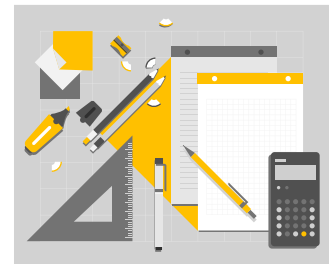
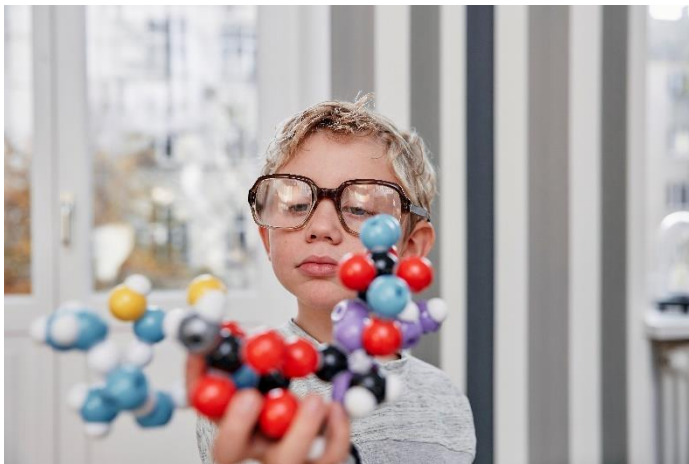
Reach Cyber Charter School's Human Resources department in collaboration with the senior leadership conducted a comprehensive review of the current Employee Handbook. A copy of the updated Employee Handbook is provided for Board approval. The following provides a summary of the major changes and updates. With Board approval the Reach will publish the Employee Handbook for employee review and acknowledgment effective August 31, 2022.

- Clarified the Reasonable Accommodations Process.
- Clarified the requirement to maintain a primary residence in Pennsylvania as a condition of employment.
- Removed the previous compensation system information and replaced it with the new compensation system, which was approved at the February 2022 board meeting.
- Expanded the provisions for rehiring staff to include guidance related to salary and PTO.
- Added provisions highlighting Long Term/Short Term Disability programs, Life and Accidental Death & Dismemberment insurance, and Workers Compensation coverage
- Added guidelines for collecting retroactive benefit premiums.
- Added guidelines for implementing wage attachments.
- Updated benefit eligibility to begin on the first day of employment, which was approved at the February 2022 board meeting.
- Updated the Attendance and Paid Time Off (PTO) sections to clarify accruals, proration, and rollover.
- Added parental leave provision to grant eligible staff two (2) weeks of paid time off for the non-birthing parent.
- Added guidelines for managing performance, completing performance reviews, and implementing performance improvement plans.
- Added guidelines to explain Reach's staff discipline policy to include levels and descriptions of the progressive discipline process.
- Updated the Employee Assistance and Rehabilitation section to include employee assistance program/BHS services, which were approved during the April 2022 board meeting.
- Updated the work arrangement policy to define work from home arrangements and guidelines when working from home and alternate locations.



**REACH CYBER
CHARTER
SCHOOL**

EMPLOYEE HANDBOOK 2022-2023



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MISSION and VISION

The mission of the Reach Cyber Charter School is to help each student maximize their 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, part-time, and temporary school employees, unless otherwise noted. 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 significant 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 is available on the [Human Resources](#) (HR) section of Reach Cyber Central.

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. 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 can perform 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.

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 Human Resources and/or their manager. 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 immediate attention of Human Resources.

Retaliation means adverse action or 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 action or 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.

Staff who believe they require an accommodation to fully execute the essential duties of their position must contact Human Resources to begin the interactive process, complete all appropriate forms, and provide the necessary documentation. The Human Resource department is responsible for participating and facilitating in the interactive process and evaluating requests for reasonable accommodations.

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 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 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 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.

Staff are encouraged to contact the Human Resource department with any questions or clarification needed regarding specific situations and their obligations to comply with the school's conflict of interest policy

Conduct that may constitute a conflict of interest includes, but are 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 is defined as:
 - 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

Staff 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 staff 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. Staff who receive an inappropriate gift must promptly notify their immediate supervisor.

SUPPLEMENTAL EMPLOYMENT

Staff should notify their supervisor prior to accepting employment outside the school. An employee's supplemental employment shall not conflict with the employee's job responsibilities to include the hours of scheduled work or affect the employee's ability to perform satisfactorily. An employee may not directly or indirectly maintain or engage in an outside business or financial interest that conflicts with the interests or principles of the school.

CONFIDENTIAL INFORMATION

In the course of employment, employees may 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 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 a high standard of personal and professional conduct and behavior in all interactions and communication. Employees are to always display the highest integrity.

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

FAMILIAL AND PERSONAL RELATIONSHIPS BETWEEN EMPLOYEES

Any employee involved in a non-work-related personal or romantic relationship with another employee within the school may not be the supervisor or have perceived influence or authority over the day-to-day activities, 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.

Questions concerning whether an existing or potential relationship constitutes a conflict of interest should be directed to Human Resources.

Exceptions to this policy must be approved by the CEO with consultation with Senior leadership and Human Resources.

STANDARDS OF CONDUCT

To provide employees with comfortable and safe working conditions, Reach requires that all staff must follow appropriate standards of professional behavior. Although there is no way to identify every 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, while conducting school business, or during live lesson
- 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, and/or confidential information and data created through the school's operations concerning employees, students, or their families
- Conduct that, in the sole opinion of school administration, reflects adversely on the employee, other staff, 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 | • Misuse of resources or funds |
| • Conflicts of interest | • Intellectual property infringement |
| • Accounting and auditing practices | • Falsification of information |
| • Gifts and bribes | • Threats and physical violence |
| • Disclosure of confidential information | • Discrimination |
| • Privacy of student records | • Harassment |
| • Theft | • Retaliation |
| • Copyright laws and software piracy | |

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.

HIRING PROCESS AND PRE-EMPLOYMENT POLICIES

HIRING PROCESS

Reach is committed to recruiting, hiring, and retaining the best qualified candidates and providing a safe, secure environment for all students and staff. Thorough and consistent implementation of effective hiring practices is critical for Reach to achieve these goals. Reach's hiring process includes all the necessary actions to recruit and select candidates to fill an opening in the school. The hiring process is managed by Human Resources and involves significant collaboration and planning with managers. Reach's hiring process involves collecting and reviewing resumes, conducting job interviews, and finally selecting and onboarding an employee. Refer to Reach Cyber Central under the Human Resources for more information on the [hiring process](#).

REQUIRED EMPLOYMENT CLEARANCES

The school will use pre-employment screening/background checks to evaluate individuals for employment. As such, all offers of employment and continuation of employment are contingent upon successful completion of required background checks and any additional background checks the school may request. Only candidates at the final stage (job offer) of the interview process will be required to submit to the following pre-employment screening/background checks:

- 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 (Act 114)
- Reach has the right to conduct employee reference checks and verify educational credentials for all staff as well as a right to conduct a credit check for individuals assuming a significant degree of fiscal responsibility.

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.

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.

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 for which the employee was hired.

PROOF OF US CITIZENSHIP AND/OR RIGHT TO WORK

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

PENNSYLVANIA RESIDENCY REQUIREMENT

Reach requires, as a term and condition of employment, that staff maintain their primary residence in Pennsylvania throughout the term of their employment. Applicants and current staff may be asked to provide proof of Pennsylvania residency.

INTERNAL APPLICATIONS, PROMOTIONS, AND TRANSFERS

INTERNAL APPLICATIONS

Reach is 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 Reach's Equal Opportunity Policy. Additional consideration may be granted to internal applicants depending on their duration of service with the organization.

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

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 coordination with Human Resources and CEO approval.)

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

The CEO, with input from Human Resources and Senior Leadership, makes all decisions regarding internal transfers. Effective dates for transfers or promotions will coincide with the beginning of a pay period.

COMPENSATION

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 PTO, the school's retirement plan, and other benefits.
- **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 for PTO, the school's retirement plan. They are not eligible for other benefits.
- **Temporary (or Term of Project)**: A temporary employee is on the payroll but is expected to be employed for a specific period. Temporary (or TOP) employees may be full-time or part-time and the specific period of employment will not exceed one (1) school year. Temporary employees are not eligible for PTO, the school's retirement plan, or other benefits.
- **Volunteer**: A volunteer is not an employee of Reach and is not eligible for benefits.

- Contractor: A contractor is not an employee of Reach and is not eligible for benefits.
- Exempt Employees: Exempt employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and therefore are not eligible for overtime pay. With some limited exceptions, exempt employees must be paid on a salary basis.
- Non-Exempt Employees: Non-exempt employees are entitled to overtime pay for all hours worked beyond forty (40) in a workweek. They are not exempt from the overtime provisions of the 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. Non-exempt employees are compensated only for hours worked.
- Ten (10) Month Employee: A regular full-time employee who works on a ten (10) month school calendar. A ten (10) month employee may be exempt or non-exempt.
 - Non-exempt ten (10) month employees are paid based on hours worked. Therefore, they receive pay only during the ten (10) month period in which they perform work.
 - Exempt ten (10) month employees are paid their annual salary over a twelve-month period that runs from August 16 to August 15.
 - If a ten (10) month exempt employee does not work the entire year, their pay will be prorated to reflect the percentage of scheduled workdays worked and normal deductions for taxes and benefits will reduce this gross amount.
- Twelve (12) Month Employee: A regular full-time employee who works on a twelve (12) month basis. A twelve (12) month employee may be exempt or non-exempt.
 - Non-exempt twelve (12) month employees are paid based on hours worked. Therefore, they receive pay only for the work they perform.
 - Exempt twelve (12) month employees are paid their annual salary over a twelve-month period that runs from July 1 to June 30.

PAYDAYS/PAYCHECKS

For payroll calculation purposes, the standard work week runs from Sunday morning through the following Saturday evening. Employees are paid semi-monthly (24 pay periods) 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.

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.

Reach complies with federal and state laws regarding payment of wages to employees and deductions from employee wages. Reach does not allow deductions from wages that would violate state or federal law. Any employee who believes that there have been improper deductions from their compensation should immediately notify the Director of Human Resources.

Reach will promptly and thoroughly investigate all complaints of improper compensation deductions and after a good faith investigation will determine if there has been an improper deduction. If it is found that an employee's compensation has been improperly reduced, the employee will be promptly compensated for the amount that was improperly deducted from their pay. If it is found that the deduction in question was properly made, that finding will be communicated to the employee.

Reach makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, Reach will promptly make any correction that is necessary. Staff are encouraged to review their pay statement each pay day to make sure it is correct. Staff that believes a mistake has occurred or have questions regarding their pay should contact Human Resource.

WAGE ATTACHMENTS

Reach, on occasion, receives legal notifications from various third parties which require a wage attachment to an employee's pay. Typical wage attachments include, but are not limited to child support, alimony, bankruptcy, and tax collection. Reach is required to comply with the legal notification and does not have the authority to postpone or stop such wage attachments. If a legal notification is received for an employee, the employee will be advised by email accordingly.

NON-EXEMPT EMPLOYEE

Non-exempt 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).

Non-exempt employees are required to accurately record start/end times. The immediate supervisor must approve timesheets.

Non-exempt employees are paid time and one-half for all hours worked over 40 hours in one work week. Because overtime compensation applies to hours worked more than 40 hours per week, non-exempt employees will not receive overtime compensation for non-workdays such as holidays, vacation days, or other paid leave time.

All overtime for non-exempt employees must be approved by their supervisor prior to working the overtime. Non-exempt employees that work overtime without authorization and prior approval may be subject to disciplinary action up to and including termination. A non-exempt employee may not be granted time off during a future work period in lieu of compensation for hours worked more than forty per week. Any time off without pay must be taken during the week it occurs.

Non-exempt employees must complete timesheets for supervisor approval at the close of the pay period according to the school's [Payroll Calendar](#).

EXEMPT EMPLOYEE

Exempt employees receive a salary which is intended to compensate for all hours worked. This salary will be established at the time of hire or when the employee is classified as an exempt employee. While it may be subject to review and modification from time to time, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed by the employee. Exempt salary employees will receive their full salary for any workweek in which work is performed. However, under federal law, an exempt employee may have their salary reduced for the following reasons in a workweek in which work was performed:

- Full day absences for sickness, disability, and personal reasons, including vacation.
- Full or partial day Family and Medical Leave (FMLA) absences
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event the employee works less than a full week.

Exempt employees are not entitled to overtime pay. Exempt employees are expected to work the hours necessary to accomplish their jobs.

SALARY STRUCTURES

Reach has assigned each job title classified all job titles into one of three (3) corresponding salary structures. Each job title in their respective salary structure is assigned to a specific salary (or pay) band within the salary structure. The three (3) salary structures are:

- Instructional Salary Structure
 - This salary structure establishes a minimum and maximum salary for each instructional job title.
 - Instructional staff are generally involved in direct instruction or instructional support and whose job requires a certification and/or license issued by the Pennsylvania Department of Education (PDE).
 - The Instructional Salary Calculator is used to set the final salary by adding additional amounts to the minimum starting salary based on the individual's qualifications and experience.
 - Salaries are stated in annual rates and in whole dollar amounts.
 - An individual's salary may be any amount within the range.
 - Visit Reach Cyber Central for a complete listing of the job titles and salary bands for the [Instructional Salary Structure](#).

- Non-instructional Salary Structure
 - This salary structure establishes minimum, midpoint, and maximum salary for Non-instructional job titles. Non-instructional staff provide operational and administrative support to the school operations.
 - This salary structure consists of six (6) salary bands with each band consisting of two (2) tiers to differentiate levels of work.
 - All Non-instructional job titles are placed into a salary band within each salary structure, job titles are grouped into specific salary bands based on job families.
 - Salaries are stated in annual rates and in whole dollar amounts.
 - An individual's salary may be any amount within the range.
 - Visit Reach Cyber Central for a complete listing of the job titles and salary bands for the [Non-instructional Salary Structure](#).

- Administrator Salary Structure
 - This salary structure establishes minimum, midpoint, and maximum salary for Administrator job titles. Administrators are staff responsible for the management and leadership of all school operations.
 - This salary structure consists of six (6) salary bands with each band consisting of two (2) tiers to differentiate levels of work.
 - All Administrator job titles are placed into a salary band based upon level of management.
 - Salaries are stated in annual rates and in whole dollar amounts.
 - An individual's salary may be any amount within the range.
 - Visit Reach Cyber Central for a complete listing of the job titles and salary bands for the [Administrator Salary Structure](#).

SALARY PLACEMENT GUIDELINES

The Salary Placement Guidelines provide a framework for setting and maintaining fair, equitable, and competitive salaries for the school's workforce. These guidelines apply to new hires, transfers, and promotions. Any exceptions to these guidelines require CEO approval.

- **Instructional Salaries**
 - Reach will use the minimum salary for the specific job title from the Instructional Salary Structure as the starting point.
 - Using the [Instructional Salary Calculator](#), Reach will evaluate the employee's experience, education, certifications, and other related job factors. The amount derived from the salary calculator determination will be added to the minimum starting salary. This total amount will establish the final salary.
 - Human Resources in coordination with the department manager has the authority set a salary equal to the amount of the minimum starting salary plus the added amount as determined by the salary calculator.
 - Salaries shall not be set below the minimum of the salary range or above the maximum of the salary range.
- **Non-instructional and Administrator Salaries**
 - Establishing a salary for Non-instructional and Administrator employees requires consideration of the employee's experience, knowledge, and skills compared the job requirements and others performing similar work.
 - Human Resources in coordination with the department manager has the authority set a salary between the minimum of the salary range up to the mid-point.
 - Requests to set a salary above the midpoint must be referred to the Director of Human Resources and requires final approval of the CEO.
 - Salaries shall not be set below the minimum of the salary range or above the maximum of the salary range.

REWARD SYSTEM

Reach's Reward System is a two-part incentive system designed specifically for Instructional and Non-Instructional Staff (Administrators are not eligible) when the school achieves at least eighty percent (80%) of the school-wide goals established by the Board of Trustees.

All staff, except Administrators, contractors, and temporary/TOP, are eligible for incentives under Reach's Reward System based on individual performance and school performance. All incentives are discretionary and dependent on the financial condition of the school and subject to the Board of Trustees approval. The two components of the Reward System are:

Flat Rate One-Time Bonus

- The amount of the flat rate bonus is based upon the number of school years the employee has worked at Reach.
- The flat rate bonus starts at \$1,500 for new hires (prorated based on month of hire). The flat rate increases with each school year completed.
- Larger increases occur at milestone years.
- The bonus is paid to staff on or about August 31 for 12-month and 10-month staff regardless of their year-end performance review rating.
- Staff must be employed on the date in which bonuses are paid to receive the bonus payment

- Staff who are on an approved leave of absence at the time of bonus payment will receive their bonus payment upon return to active pay status.
- Staff who retire may be eligible for the entire bonus.
- Ten (10) month staff who intend not to return the following school year, and who indicate their intent not to return by the deadline indicated on the annual Intent to Return Survey, are eligible to receive fifty percent (50%) of their bonus potential, provided they complete the current school year in its entirety.
- Administrators are not eligible for the Flat Rate One-time Bonus.
- Refer to Reach Cyber Charter for additional information on [Flat Rate Bonuses](#).

Effectiveness Reward

- Staff on the Instructional and Non-instructional salary structure are eligible to receive a 1% increase to their annual base salary provided the two following conditions are met:
 - The school meets or exceeds eighty (80) percent of the established school-wide goals.
 - The employee receives a rating of “*Proficient/Satisfactory*” or above on their year-end performance review for the previous year.
- Staff that receives an overall rating of “*Needs Improvement/Unsatisfactory*” on their year-end performance review for the previous year are not eligible for the Effectiveness Reward for the following year.
- Staff hired on or after April 1 will not be eligible for the effectiveness reward.
- The Effectiveness Reward is paid on July 1 for 12-month Staff and August 16 for 10-month Staff.
- Administrators are not eligible for the Effectiveness Reward.
- Refer to Reach Cyber Charter for additional information on [Effectiveness Reward](#).

ADMINISTRATOR BONUS INCENTIVE

Administrator positions on the Administrator Salary Structure may be eligible for a bonus incentive percentage as determined by their specific salary band. Each Administrator salary band contains a bonus incentive percentage specific to that salary band. The bonus incentive period for Administrators is from July 1 through June30.

Administrator bonus incentives are based on individual and school performance. Bonus payments are a lump sum amount equal to a percentage based on their salary band of all bonus eligible earnings during the school year. Administrators will receive the bonus payment no earlier than August 31. Administrators must be employed on the date on which bonuses are paid to receive the bonus incentive. Administrators who are on an approved leave of absence at the time of bonus payment will receive their bonus payment upon return to active pay status. Administrators who retire may be eligible for the entire bonus.

Refer to Reach Cyber Charter for additional information on the [Administrator bonus incentive](#).

ANNUAL COST OF LIVING ADJUSTMENT (COLA)

All staff, regardless of salary structure, are eligible to receive a base salary increase equal to the average percentage of the previous five (5) years cost of living adjustments rounded up to the nearest percent as determined by the Social Security Administration (SSA), subject to the Board of Trustees approval. Board approved COLA increases will not be less than two (2) percent.

Approved COLA increases will be added to base salary according to the following:

- 12-month staff will have the COLA increase added to their base salary on July 1.
- 10-month staff will have the COLA increase added to their base salary on August 16.

Staff with an annual salary at the maximum of their salary band will receive the COLA increase in a one-time lump sum payment in lieu of an increase to their base salary. This lump sum payment will be paid on the pay period following the effective date of the COLA increases.

Reach will evaluate all salary structure salary bands to determine if maximum salary amounts should increase equal to the annual COLA increase for that year.

PROVISIONS FOR REHIRE

If an employee is rehired within one (1) year (365 days or less) from their separation date for the same position or a comparable position to the one formerly held, the employee's compensation will be unchanged from the compensation on the separation date. If the employee is hired into a different job for which the pay level is greater or less than that of the employee's former position, the employee will receive the compensation earned by similarly situated employees in the new position. No PTO will accrue or be reinstated during the period between the employee's separation date and the rehire date. Additionally, the employee will retain their original seniority date for PTO accrual and reward system/bonus eligibility.

Any employee rehired more than one (1) year (more than 365 days) after their separation date will be treated as a new hire regarding compensation, PTO, and all other terms and conditions of employment. Additionally, the employee's seniority date will restart for PTO accrual and rewards system/bonus eligibility.

Administrators who separate from the school and are rehired within the incentive period are eligible for incentive compensation based upon their total bonus eligible earnings for that incentive period. Administrators rehired in a new bonus incentive period will earn based upon their total bonus eligible earnings for that incentive period.

CAREER DEVELOPMENT SYSTEM

Reach's Career Development System is designed to create talented, well-qualified staff with programs to enhance their career satisfaction. Additionally, the system is designed to improve the efficiency of school by striking a balance between the school's organizational workforce requirements and individual career needs.

The Career Development System consists of two components

- Professional Advancement – This component is designed to provide leadership development opportunities for staff and consists of various leadership positions throughout the school.
- Professional Enhancement – This component is designed to recognize and incentivize staff for achieving additional job-related certifications, additional education, and volunteer opportunities as club advisors and other extra duty assignments.

PROFESSIONAL ADVANCEMENT

Professional Advancement titles vary based on grade level and department and consist of two job titles.

Professional Advancement positions are offered for two (2) or three (3) years depending on the assignment allowing the selected professionals time to develop and accomplish school initiatives.

Staff serving in Professional Advancement positions are evaluated each year through a Performance Review Process based on their leadership skills, goals, and outcomes.

Staff selected for Professional Advancement positions will receive an annual stipend for the work they perform in the professional advancement role. The annual stipend payment is paid on a prorated basis each pay period.

Staff selected for Professional Advancement positions are required to work additional days beyond their 10-month work schedule over the summer period.

Professional Advancement Title	Term of Service	Stipend	Additional Days (In Person)	Additional Days (Virtual)
Captain	2 years	\$2,700	1	2
Department Chair	3 years	\$6,000	3	3

For additional information on the Professional Advancement program refer to [Reach Cyber Central](#).

PROFESSIONAL ENHANCEMENT

Professional enhancement consists of three tiers as outlined below:

Tier I - Certifications – Staff are encouraged to obtain additional certifications and licenses beyond that required of their role.

- All certifications must be submitted and pre-approved by the employee’s manager before completion to receive this benefit.
- All certification programs must be certified through PDE and/or other relevant professional organizations.
- It is the responsibility of the employee to submit proof of new certifications or licenses through their supervisor to Human Resources for consideration.
- Staff approved for this benefit will receive a stipend payment based on the specific certification and/or license
- Employees cannot receive both a Tier I and Tier II benefit at the same time. If both requests are made, Tier II supersedes Tier I.
- Administrators are not eligible for Tier I stipends.
- Fees associated (Praxis, PDE fees, etc.) with obtaining certifications are the responsibility of the employee. Reach will not reimburse these fees.
- Refer to [Reach Cyber Central](#) for specific certifications, stipend amounts, and the process for submitting for payment.

Tier II - Education - Staff are encouraged to obtain advanced degrees beyond that required of their role. Staff who earn advanced degrees will receive an increase to their base salary based upon the level of degree earned.

- All degree plans must be submitted and pre-approved by the employee’s manager before completion to receive this benefit.
- It is the responsibility of the employee to submit proof of the new degree through their supervisor to Human Resources for approval of payment.
- Staff that earn an advanced degree under this program, will have the base pay increase applied to their salary on one of two dates depending on submission date: July 1 for 12-month staff and August 16 for 10-month staff, or on January 31 for all staff.
- Staff may only receive this benefit once at each degree level.
- Staff cannot receive both a Tier I and Tier II benefit at the same time. If both requests are made, Tier II supersedes Tier I.

- Refer to [Reach Cyber Central](#) for specific degrees, payment amounts, and the process for submitting for payment.

Tier III - Extra Duty Assignments - Staff approved for qualified extra duty assignments may receive a stipend-based payment for performing an extra duty assignment. Extra duty assignments may include the following:

- Club Advisor/Liaison
- New Teacher Mentor
- Additional full caseload/class coverage

Only a certain number of budgeted clubs will be approved each year. Success of each school club will be assessed from year-to-year to determine which clubs continue long-term. Refer to [Reach Cyber Central](#) for additional details on Tier III assignments.

BENEFITS

HEALTH AND WELFARE

Unless otherwise noted, regular, full-time employees are eligible for benefits on the first day of employment. Part-time employees who become full-time, are eligible for benefits on the date they become full-time. Benefits terminate at the end of the month in which eligibility is lost. Please refer to the [Reach Benefits Guide](#) located at Reach Cyber Central for a full list of benefits and associated premiums. Temporary employees, Term of Project (TOP) employees, and contractors are not eligible for benefits to include Reach’s retirement plan.

DISABILITY INSURANCE

All regular, full-time employees are automatically enrolled in the company paid Short Term Disability (STD) and Long Term Disability (LTD) insurance with benefit coverage as shown below. Please refer to the [Reach Benefits Guide](#) located at Reach Cyber Central for a complete summary of this benefit.

Benefit	Elimination Period	7 Weeks	5 Weeks	Day 91 and beyond
STD	7 days	100% Paid	50% Paid	
LTD	90 days			50% Paid

LIFE / ACCIDENTAL DEATH & DISMEMBERMENT (LIFE/ ADD)

All regular, full-time employees are automatically enrolled in the company paid Life / ADD benefit with coverage equal to two (2) times the employee’s base annual salary. Please refer to the [Reach Benefits Guide](#) located at Reach Cyber Central for a complete summary of this benefit.

RETROACTIVE BENEFIT PREMIUM COLLECTION

Reach recognizes the timing of benefit enrollment/changes may not align with payroll, therefore; and if necessary, Reach will absorb no more than one (1) pay cycle of benefit premiums. If the benefit enrollment/change reported is greater than one (1) pay cycle of premiums Reach will collect benefit premiums accordingly and will advise the employee via email.

TUITION REIMBURSEMENT PROGRAM

Employees may be reimbursed for tuition expenses up to \$5,250 per calendar year per the IRS Guidelines. Approval is required prior via the Tuition Manager website to begin the reimbursement process. To be reimbursed for authorized expenses, employees should apply to the Tuition Manager website along with appropriate supporting documentation as defined in the Tuition Reimbursement policy.

Employees must adhere to the specific policies and guidelines outlined in the Tuition Reimbursement policy. For additional information, please refer to the [Tuition Reimbursement Program Guidelines](#) under Human Resources on Reach Cyber Central.

WORKER'S COMPENSATION

Workers' Compensation (WC) is mandatory, employer-financed, no-fault insurance which ensures that employees unable to work due to a work-related injury or disease will be compensated for lost wages and provides necessary medical treatment to return them to the workforce. If injured while working, employees must notify their supervisor and Human Resources immediately to make a report. For additional information, please refer to the [Worker's Compensation](#) section under Human Resources on Reach Cyber Central.

TRAVEL AND EXPENSE REIMBURSEMENT

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](#). The process for submitting expense reimbursements is available on the Human Resources page at Reach Cyber Central

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.

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 non-exempt employee's regular hourly rate and will be factored into overtime calculations.

Any portion of authorized travel time (except for driving time equal to the normal commute to the employee's assigned office) that takes place in addition to normal work hours is 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.

Non-exempt 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 a non-exempt 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

The school's normal work hours are 8 AM to 4 PM Monday through Friday. All staff are expected to adhere to the school's work hours unless directed otherwise.

The normal work week for twelve (12) month staff is Monday through Friday throughout the entire calendar year.

The normal work week for ten (10) month staff is Monday through Friday throughout the academic year, which is approximately ten (10) months per year as outlined in the school calendar. Newly hired ten (10) month staff may be required to work additional days outside of the ten (10) month work schedule 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 exempt 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.

Non-exempt employees must obtain approval to leave work early or to come in late and are required to accurately record their departure and arrival times on their timesheets. Non-exempt employees are prohibited from working 'off the clock' to make up for late arrivals or early departures.

ATTENDANCE

All absences or time away from work must be preapproved by the employee's supervisor.

In the event of an unplanned absence, emergency, or illness, employees are required to notify their supervisor as soon as possible when the need for absence arises. Notifying colleagues is not sufficient. If you are unable to make the contact yourself because of illness, emergency, or for some other reason, someone must make the contact on your behalf. This is only appropriate if you are completely unable to make the contact yourself.

Employees are responsible for submitting a leave request for any absence or time away from work. All leave requests must be made in increments of two (2) hours.

Employees who fail to follow these guidelines will be considered absent without leave (AWOL) and may be subject to disciplinary action, up to and including termination.

ABSENCE

Employees who are absent because of illness for three (3) or more successive days, must submit written documentation from their health care provider doctor to substantiate the absences. Additionally, an employee with an absence that is three or more successive days must provide a documentation from their health care provider that they are able to resume their normal work duties prior to returning to work. Employees who are absent more than three (3) days because of illness, are 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. Additionally, unexcused absences and/or a consistent pattern of absence will be considered excessive, and subject to disciplinary action.

PUNCTUALITY

Employees are responsible for being on time as defined by their supervisor and the needs of the school. Tardiness or leaving early, without permission is prohibited. Employees that develop a pattern of tardiness or early departures may be subject to disciplinary action.

OFFICE CLOSURE

When the school’s office(s) must close due to an emergency (such as hazardous and/or inclement weather conditions), notice will be sent to appropriate in-office staff explaining the details of the office closure.

In-office staff with the ability to work from home are expected to work when a full-day or partial day office closure is announced unless otherwise directed. In-office staff will receive standard compensation for the hours worked. In-office staff who do not work from home during an office closure must use PTO.

In-office staff who cannot report to work when there is no office closure must contact their supervisor to discuss other arrangements, which may include using PTO.

Employees that previously requested a day or partial day off from work that falls on an office closure day, may cancel their scheduled leave request and work from home due to the office closure if they choose to do so. Employees are required to inform the supervisor of their decision to do so as soon as possible

PAID TIME OFF (PTO)

PAID TIME OFF (PTO) ACCRUAL

Annual accrual of PTO is applied on July 1 of each year for all full-time and part-time employees based on length of service. Contractors and temporary/TOP employees are not eligible for PTO. Employees are credited for school years of service using their seniority date for the purpose of determining the number of PTO days. PTO accruals are allocated based on the number of hours in the employee’s work week and is paid at the employee’s base rate of pay.

PTO accrual for new hires is prorated for their first school years based on their date of hire. Reach does not allow new hires to transfer of PTO balances from previous organizations to Reach.

PTO Accrual Table - Paid Time Off for eligible employee is allocated as follows:

School Years of Service	12 Month # of Days		10 Month # of Days	
	Full-Time	Part-time	Full-Time	Part-Time
Year 1*	Prorated	Prorated	Prorated	Prorated
Year 2	19	12	7	5
Years 3-6	23	14	10	7
Years 7-9	25	15	14	9
Years 10-14	28	16	16	10
Years 15+	30	17	16	10
Potential Year End Rollover	5 days		4 days	
* Year 1 Proration is based on hire date month				
July/Aug/Sept	15	10	6	5
Oct/Nov/Dec	11.25	7.5	4.5	3.75
Jan/Feb/Mar	7.5	5	3	2.50
Apr/May/June	3.75	2.5	1.5	1.25

ADDITIONAL PTO GUIDELINES

- Time off must be approved by the employee's supervisor.
- Time off should be requested as far in advance as possible, except in the case of an emergency or illness.
- PTO is included in the hours calculated to determine overtime eligibility for non-exempt employees.
- PTO requests for two (2) consecutive weeks or greater requires specific advance approval of the employee's leadership team in consultation with Human Resources. The school has the right to approve or disapprove an extended leave based on the school's needs.
- Employees will not receive payment in lieu of taking the time off.
- PTO accruals for staff hired after the start of the school year will be prorated according to the PTO Accrual Chart.
- Employees that voluntarily separate employment with Reach during the school year will be paid for pro-rated unused PTO.
- Payment of PTO will not extend an employee's employment period beyond their separation date.
- Employees terminated for cause will not be paid for any 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
- Any unused accrued PTO days over and above the rollover amount will be forfeited.

PROCEDURES FOR ABSENCES DUE TO 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 and/or 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.

Reach 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. For absences of five (5) consecutive working days, Reach may determine to transition the absences to short-term disability (STD) paid leave.

HOLIDAYS

Reach observes eleven (11) paid holidays each year for eligible employees. The days designated as holidays are:

- New Year's Day
- MLK, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day

- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day.

Additionally, Reach provides all staff a paid winter break and spring break according to the school's academic calendar. The school year calendar can be found on Reach Cyber Central under Human Resources.

BLACKOUT DAYS

While staff may use PTO for any reason, historically the school has designated certain days throughout the school year to be more important for instructional reasons and/or events requiring staff attendance. These days are designated "Blackout Days."

Staff are not permitted to use PTO during Blackout Days. Exceptions may be considered on a case-by-case basis and must be approved by the Chief Academic Officer and Chief Operations Officer in consultation with Human Resources. Exception requests should be sent to the employee's supervisor and Human Resources.

Blackout Dates are updated annually and can be found on the [School Year Calendar](#) on Reach Cyber Central.

EMPLOYEES WORKING ON A HOLIDAY

If an employee is required to work on a holiday, the following guidelines apply:

- Exempt employees will receive a substitute holiday with the date and time to be determined between the employee and the supervisor.
- Non-exempt employees will receive holiday pay for the day. Additionally, the employee will receive a premium rate of one and one-half (1.5) times their regular straight-time rate of pay for the number of hours worked on the holiday.

The following guidelines listed below also apply to holidays:

- Paid holidays count as time worked for the calculation of overtime
- Holidays that fall while an employee is off on a scheduled PTO day, the employee will receive the holiday and will be charged a PTO day.
- Employees on an unpaid leave of absence or receiving short-term disability benefits will not receive holiday pay
- Employees that separate, voluntarily or involuntarily, on the day preceding a paid holiday will not receive holiday pay.
- Temporary employees and contractors do not receive holiday pay.

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.
- Given the variables for prorating PTO, Human Resources will calculate the prorated PTO based on the specific circumstances of the employee.

BEREAVEMENT LEAVE

Regular full-time employees are entitled up to five (5) days of paid bereavement leave to arrange 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. The school may require verification of the need for the leave.

All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of an aunt or uncle.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of eight (8) hours for one (1) day. Bereavement 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 daily 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 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 possible. For further information on [USERRA](#), please refer to the Human Resources Tab on the Reach Intranet.

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 the employer portion during any period of the leave that is unpaid. The employee will be responsible for paying the employee contributions and will be invoiced by Reach for the payments. 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.

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 timeframe. 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. School events authorized for compensatory time must be approved by the employee supervisor in coordination with Human Resources. Examples of school-sponsored activities that may be eligible for compensatory time include:

- State Testing
- Marketing Events
- Science Center Events
- Informational sessions for enrollment

Employees must work a minimum of four (4) or more consecutive hours to earn compensatory time. Time in addition to the minimum four (4) hours must be earned in two (2) hour increments. Overnight stays and travel are not eligible for compensatory time and will count towards calculating hours worked for compensatory time. Employees are limited to earning a maximum of forty (40) hours of compensatory time per school year.

Supervisors are responsible for tracking compensatory hours for their staff. Employees requesting to use their earned compensatory time must use the time in increments of two (2) hours and the time must be pre-approved by their supervisor. Human Resources will enter approved use of compensatory time.

Earned compensatory time must be used within the school year it is earned and may not be transferred to other employees. Unused compensatory time at the end of the school year will not be paid out in compensation.

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. Please visit Reach Cyber Central for specific information on [leaves of absences](#), eligibility, and entitlement amounts. Staff should also contact Human Resources for additional information.

The FMLA requires private employers with fifty (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.

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 fifty (50) employees within seventy-five (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 because 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 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.

MATERNITY LEAVE

Maternity leave is leave provided to birthing mothers after STD is exhausted. All child births, natural or cesarean, are eligible for maternity leave. All child births, natural or cesarean, are eligible for STD regardless of the time of year the child is born and is paid 100% by Reach. STD runs concurrently with FMLA. FMLA eligible employees are eligible for paid maternity leave and will run concurrently with FMLA. Non-FMLA Eligible employees are eligible for unpaid maternity leave or may use PTO. Maternity leave will run concurrently with FMLA. However, Maternity leave and FMLA are paused for 10-month staff during the summer break (between last teacher day and first teacher day) Please reference the chart below for eligible time.

Birth Type	Total Leave	STD Elimination Period	STD Benefit	Maternity Leave
Natural	12 Weeks	1 Week – PTO^	5 Weeks – 100% Paid	FMLA: 6 Weeks – 100% Paid Non-FMLA: 6 Weeks – PTO^ or Unpaid
Cesarean Section	12 Weeks	1 Week – PTO^	7 Weeks – 100% Paid	FMLA: 4 Weeks – 100% Paid Non-FMLA: 4 Weeks – PTO^ or Unpaid

^ If PTO is not available, it will be unpaid. The employee is responsible for benefit premiums for any unpaid leave taken

All pay calculations during the time the employee is on leave do not include the Professional Advancement stipend payments, nor do they count towards bonus eligible earnings.

PARENTAL LEAVE

Parental leave is leave provided to a non-birthing parent who needs time off work to care for a newborn or recently adopted or fostered child. FMLA eligible employees are eligible for two (2) weeks paid parental leave and will run concurrently with FMLA. Human Resources may request supporting documentation. Non-FMLA Eligible employees are not eligible for parental leave but may use PTO. If no PTO is available, the employee may submit a request for unpaid leave of absence.

All pay calculations during the time the employee is on leave do not include the Professional Advancement stipend payments, nor do they count towards Bonus Eligible Earnings.

SERIOUS ILLNESS LEAVE

FMLA eligible employees are eligible for two (2) weeks paid serious illness leave and will run concurrently with FMLA. Human Resources may request supporting documentation. Non-FMLA Eligible employees are not eligible for serious illness leave but may use PTO. If no PTO is available, the employee may submit a request for unpaid leave of absence and is responsible for benefit premiums for any unpaid leave taken.

Serious Illness Leave is used for the care of:

- Employees Child
- Employees Spouse, Domestic Partner, or Fiancé
- Employees Parent

UNPAID LEAVE OF ABSENCE

Reach expects all employees to plan the use of their PTO 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 the CEO in coordination with Human Resources and Senior Leadership.

When an unpaid leave of absence is in the best interest of the employee and the school, the absence, with the length of the leave to be determined by the school, may be granted. All PTO must be exhausted before taking unpaid leave of absence.

Requests for an unpaid leave of absence, outlining the reason for and duration of the leave, should be submitted in writing to the employee's supervisor. The appropriate senior leader, in consultation with Director of Human Resources and the CEO, will review the request and decide. Whether such leave is approved is within the sole discretion of the school. If applicable, the leave will run concurrently with any FMLA or other qualifying leave.

Employees that are approved for an unpaid leave of absence of more than thirty (30) days that do not qualify under FMLA are not guaranteed a 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 unpaid leave of absence 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 not eligible for an unpaid leave of absence, except for military leave. Exceptions to granting unpaid leave of absences to employees with less than six (6) months of service requires CEO approval.

While on unpaid leave of absence, the employee does not accrue PTO and the employee remains responsible for paying their employee contributions for the cost of their health insurance premiums. Human Resources will create and send the employee an invoice for these costs detailing the payment due dates.

Staff that demonstrate a pattern of frequent and/or excessive unpaid leave of absences may be subject to disciplinary actions up to and including termination.

GENERAL EMPLOYMENT POLICIES

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 general, employees are expected to dress and present themselves in a manner that is acceptable in a school setting. It is acceptable for staff to wear Reach-labeled clothing when conducting official school business consistent with the activity and/or work-related duties.

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:

- Abide by all laws
- Use seatbelts
- Follow safe driving practices
- Conduct themselves in a safe and legal manner,
- Obey posted speed limits
- Avoid distractions while driving.

Employees may not operate their personal vehicle, or a rental vehicle, for school business while unfit for duty and/or under the influence of illegal drugs, intoxicants, inhalants, or quantities of alcohol above legal limits.

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 know 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.

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 seventy-two (72) hours, any arrest or conviction listed in Section 111(e) by completing and submitting a [PDE6004 form](#) to the Director of Human Resources. The PDE6004 form can be found at Reach Cyber Central under 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, Reach may be required to report to the appropriate agency(ies) any arrests or convictions of certified or licensed employees.

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. Staff should contact their supervisor with any questions on required credentials.

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.

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 and the activity to distribute the information is not disruptive to the workplace. The decision for what activities to permit will be determined by school leadership.

Requests to conduct fundraising activities must be approved in advance. All requests must be sent to the Director of Human Resources to start the approval process and the CEO is the final approving authority.

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

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 and will comply with the Drug-Free Workplace Act of 1988. Employees are prohibited from abusing or 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 prohibited.

Employees who are determined to be unfit for duty or being under the influence of alcohol, illegal substances, or other medication may be subject to disciplinary action up to and including termination.

Employees may not use Reach property and equipment or use their own personal vehicle in the performance of their job responsibilities while unfit for duty and/or under the influence of illegal drugs, intoxicants, inhalants, or quantities of alcohol above legal limits.

Employees are required to notify their supervisor if they become aware of illegal activity at the school. Employees will cooperate fully with the Human Resources Department if they are involved in substance abuse investigations. Employees referred for treatment that do not remain drug/alcohol free, and/or perform unsatisfactorily on the job, may be subject to disciplinary action up to and including termination.

Searches: Reach reserves the right to conduct 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 conducting 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/owned by Reach, as well as at any school event. This applies to employees, visitors, contractors/consultants, students, family members, etc.

PERFORMANCE MANAGEMENT AND DISCIPLINARY ACTION POLICIES

JOB DESCRIPTIONS

Reach requires each employee to have a current job description. The job description summarizes the purpose of a job, its primary responsibilities and the minimum qualifications needed to perform the job in terms of educational background, experience, knowledge, skills, and abilities. Supervisors will ensure that each employee has a current, accurate job description.

The duties listed in a job description are not all-inclusive but list the major responsibilities. Supervisors may assign additional duties not noted in the job description. It is important that job descriptions remain current, and supervisors are encouraged to notify Human Resources when updates are needed. Additionally, each year during the annual performance review process, supervisors have an opportunity to update job descriptions for their employees.

Reach job descriptions are maintained on [Reach Cyber Central](#).

PERFORMANCE REVIEWS

Reach’s performance review rating period is from July 1 through June 30 of each school year. All staff will receive a written performance evaluation from their immediate supervisor at mid-year and at the end of the rating period. Typically, these reviews are conducted in January (mid-year) and May (year-end). The annual performance review shall be completed and discussed with the employee within thirty (30) days before or after of the cycle end date

Final performance reviews will be maintained in the employee’s official personnel file.

In addition to the formal performance review process, employees may also receive periodic feedback both formally and informally from their supervisor. This feedback may be written or verbal.

PERFORMANCE IMPROVEMENT PROCESS

The Performance Improvement Process is the action taken by a supervisor to improve an employee’s unsatisfactory performance and/or behavior.

The purpose of the Performance Improvement Plan (PIP) is to help supervisors and staff address and resolve performance issues. Supervisors must work directly with Human Resource when designing and

implementing a PIP. In general, the implementation of a Performance Improvement Plan is designed to meet the following goals:

- Improve and sustain the desired behavior and performance results of each staff member.
- Address performance discrepancies identified through the performance management process.
- Provide adequate descriptions of required performance improvement and expectations.
- Identify training and other resources available.
- Provide a timetable outlining the dates by which improvement is required.
- Provide a statement of the consequences should improvement not occur.
- Require regular meetings and ongoing communication between the supervisor and employee.

It is not a guarantee of continued employment when an employee is placed on an improvement plan as part of the performance management process. Employees are expected to meet their performance expectations daily. Failure to demonstrate satisfactory progress and/or meet the goals outlined in a PIP may result in disciplinary action up to and including termination.

The CEO and Senior Leadership must be informed of any implementation of a PIP.

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 the specific duties and responsibilities contained in the employee's job description. Employees who do not meet these standards and expectations may be given the opportunity to improve performance and/or conduct through the performance management and if necessary, the disciplinary process. The approach taken by leadership will depend upon the employee's performance, conduct and the relevant circumstances.

Reach's disciplinary process is designed to provide a structured corrective action to improve and prevent a recurrence of undesirable employee behavior and performance issues. This process is consistent with Reach's values, human resource best practices and employment laws.

Outlined below are the steps of Reach's progressive disciplinary process. Reach reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. The level of disciplinary action may also vary. Factors considered in the process include whether the behavior, conduct and/or performance is repeated despite coaching, counseling, or training, the employee's work record, and the impact the conduct and performance issues have on the school.

Counseling – Counseling is not discipline. It is a formal conversation between a supervisor and an employee to inform the employee an issue exists with the employee's performance and/or behavior. Typically, this is the first action taken in the Performance Improvement Process.

Verbal Warning –The verbal warning creates an opportunity for the immediate supervisor to formally document the employee's unsatisfactory work performance and/or behavior. The supervisor should discuss with the employee the unsatisfactory performance and/or behavior and clearly describe the expectations and steps the employee must take to improve their performance and/or behavior. A verbal warning is formal discipline and documentation of the verbal warning will be retained in the employee's official personnel file. The supervisor should consult with Human Resources before issuing a verbal warning.

Written Warning - Although Reach hopes the employee corrects any performance or behavior issues addressed by a verbal warning, it may be necessary to issue a written warning should the employee not

improve as expected. A written warning is formal discipline, and the document will be retained in the employee's official personnel file. It is possible that certain circumstances involving serious policy violations or unsatisfactory performance may require the school to issue a final warning informing the employee that if there are any further violations or unacceptable performance or behavior, it will result in termination. The supervisor should consult with Human Resources before issuing a written warning.

Suspension - There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the employee may be suspended from the workplace pending the results of an investigation. A suspension may be with or without pay at the sole discretion of the school. The supervisor must consult with Human Resources regarding any suspension of staff and must be approved by the CEO.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state, and local wage-and-hour employment laws. Non-exempt employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of exempt employees is reserved for serious workplace safety or conduct issues. Human Resources will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Termination - The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Reach will exercise a progressive nature of discipline by first providing warnings, a final warning, or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Reach reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action. Any recommendation for termination must be supported by Human Resources with the CEO having final approval.

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 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 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 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 "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 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 Verification Requests or References

Reach receives many requests (e.g., banks, credit unions, indirect lending institutions, federal or state agencies, potential employers) to verify the employment status and income verification of staff employed or who have been employed with Reach.

Reach uses an automated employment verification service, The Work Number, allowing current and former staff to have employment and salary information easily verified by third parties. The Work Number is a fast, secure service used for a variety of organizations and services that requires proof of employment.

Staff are encouraged to provide those requesting employment or salary verification to access The Work Number online at <https://www.theworknumber.com/verifiers/> using Reach's employer code: 4186612.

To ensure consistency and reliability of data, requests for employment and/or income verification that are not performed by The Work Number shall be completed by Human Resources.

Access to Personnel Files

Reach protects the confidentiality of all current and former employees and releases information only under limited circumstances. All requests for information are answered from employee records. Information will not be released to any third party without an employee's written approval, or in response to a court order or subpoena. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Human Resources maintains an official personnel file for all employees. Reach considers these files confidential and only authorized persons may have access. Supervisors may only have access to personnel file information on a need-to-know basis.

Employees may view and/or request a copy of their official personnel file upon request. The request must be made in writing to Human Resources. Human Resources will respond to the request within three (3) days. Former employees do not have the right to inspect their personnel files.

WORK ARRANGEMENT POLICIES

WORK FROM HOME (WFH)

Reach's work from home policy is designed to ensure working from home is beneficial to our staff and the school. Reach considers working from home a viable alternative work arrangement and provides all employees with the opportunity to work from home commensurate with their job responsibilities.

Employees are eligible to WFH on a full-time, part-time, or occasional basis depending on job responsibilities and supervisor discretion. The decision whether to allow an employee to WFH is within the sole discretion of Reach.

Regardless of an employee's work from home arrangement, Reach requires all staff to attend in-person events such as beginning and end of year professional development day, state testing, or as directed by their supervisor. Supervisors 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.

Specific information regarding WFH arrangements and general guidelines are provided below.

WFH ARRANGEMENTS

Four (4) employee work arrangements exist. All employees are assigned to one of these arrangements. The four (4) work arrangements are:

In-Office – This arrangement establishes the employee's primary work location as the Reach office and is typically assigned to staff who live within sixty (60) miles of the Reach office. This arrangement requires the employee to work in the office three (3) days per week and they are permitted to work from home two (2) days per week.

- WFH days are designated by the employee's supervisor.

- 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 arrangement is identified in the employee's job description.

Full-Time WFH – This arrangement requires the employee to work from home on a full-time basis with occasional days when required to report to a location designated by Reach for meetings, training, or other on-site duties, as directed by school administration. Work from home schedule is five (5) days per week.

- Positions eligible for WFH are determined by the CEO and/or school leadership.
- Must live at least sixty miles from the school office. At the sole discretion of Reach, this arrangement may be assigned to staff who live within sixty (60) miles of the Reach office depending on the employee's job duties.
- Employees who WFH are expected to adhere to the same standards as employees who report to the school office.
- Work arrangement is identified in the employee's job description.

Hybrid – An arrangement where an employee works a mix of WFH days and on-site workdays each week as determined by their supervisor. In this arrangement, the employee's primary work location is designated by Reach, such as the Reach office. This arrangement is typically assigned to staff who live within sixty (60) miles of the Reach office. At the sole discretion of Reach, employees who live within sixty (60) miles of the Reach office may be assigned this work arrangement.

- Positions eligible for Hybrid are determined by the CEO and/or school leadership.
- Hybrid staff are expected to adhere to the same standards as employees who report to the school office.
- Work arrangement is identified in the employee's job description.

Short-Term WFH:

- Refers to situations in which the employee is permitted to WFH for a defined period due to a personal need or a return from short-term disability, and the duration is less than one school year.
- Supervisors and employees should coordinate with Human Resources when a short-term WFH arrangement is needed.
- This short-term WFH situation may be discontinued at any time, with or without notice, in the sole discretion of Reach. 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.

DESIGNATED WFH WORK LOCATION

Reach requires all staff to maintain their residence in Pennsylvania throughout their employment. When working remotely, the employee's Pennsylvania residence is their designated work location. Permanent and long term out of state remote work is prohibited. On a case-by-case basis, employees may request an exception to work at a remote location other than their residence, to include an out of state location. Employee's must request and obtain approval prior to performing remote work at a location other than their residence.

Depending on the length of time of the employee's request, the employee must obtain approval using one of the three approval processes listed below.

- Supervisors are the approving authority of employee requests for time periods less than two (2) days, to include emergency requests due to power outages, internet issues, etc. Employees must submit a formal request via email to their supervisor.
- The Chief Operations Officer is the approval authority for employee requests for time periods of two (2) to (5) five days. Employees must submit a formal request via email through their supervisor to the Chief Operations Officer.
- The Chief Executive Officer is the approval authority for employee requests for time periods greater than five (5) days. Employees must submit a formal request via email through their supervisor to the Chief Executive Officer.

Approved exceptions to work at a remote work location other than the employee's residence will not exceed thirty (30) days.

WFH WORK REQUIREMENTS

All WFH arrangements must meet the school's operational needs. To maintain appropriate productivity and performance, remote employees are required to have a work environment that is free from distractions, has a reliable internet connection, and supports the employee's ability to dedicate their full attention to their job duties during work hours. This section outlines the expectations for employees when working at a remote location and is designed to ensure both remote employees and supervisors understand the guidelines and conditions of remote work. All staff are expected to abide by these guidelines.

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. Internet fees, utility costs and homeowner's/renter's insurance are also the responsibility of the employee.
- Employees who work remotely are responsible for paying ongoing operating costs associated with their remote work locations, costs associated with non-company issued phone services.
- Remote work is not to be used as a substitute for dependent /childcare. Employees must have appropriate dependent/childcare plans in place whether working on-site or working remotely. Employees working from home may not serve 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 dependent/childcare arrangements. Any deviation from this requirement may be subject to disciplinary action.

Performance

- Employees who WFH are required to work from 8 AM until 4 PM Monday - Friday
- Employees who WFH must ensure their home telephone number(s) and their home address is accurate in UKG. Any changes must be reported to Human Resources immediately through UKG.
- Employees who WFH are required to communicate with their supervisor in the manner and frequency indicated by the supervisor.
- Employees who WFH must be accessible by phone and internet within a reasonable time during the workday. Employees are required to notify their supervisor if they will not be available at any time during their scheduled workday.

- 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.
- The employee will remain accessible and productive during scheduled work hours.
- Hourly employees are not permitted to work more than forty (40) hours per week while WFH.
- Employees are required to check their work voice mailboxes throughout their workday and be available and responsive to their supervisor and leadership team throughout their scheduled workday whether through telephone, chat, email, etc.
- Regardless of an employee's work from home arrangement, all staff are required to attend in-person events when directed by school administration such as beginning and end of year professional development days
- Evaluation of an employee's performance while WFH may include daily interaction by phone, email, or chat. 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/Security

- While working remotely, employees who WFH are required to take steps to prevent unauthorized disclosures or access to proprietary and/or confidential information regarding the school, its employees, students, and families.
- Employees should use locked file cabinets, and desks, practice regular password maintenance.
- Employees must 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 returned to the school office or shredded.
- Employees who are WFH are prohibited from granting access to their work from home location to students, potential students, their families, or caregivers.

Equipment

- Reach will provide remote employees with the appropriate equipment and technology (including hardware and software) to effectively complete their duties. The equipment provided will be based on each employee's individual role and responsibilities. Remote employees are to use this equipment for business purposes only and are expected to take appropriate steps to keep this equipment safe.
- Employees will maintain high speed Internet service at their WFH location at their own expense.
- 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
- All tools and resources provided by Reach remains the property of the school. Staff are required to protect school property and equipment from theft or damage and to report theft or damage to their manager immediately.
- Upon termination of employment, employees are required to return all school-owned equipment and other property.
- Staff 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.

Safety and Compliance

- Employees will always maintain a safe and secure work environment.
- Employees will report work-related injuries to their manager as soon as practicable.
- Injuries sustained by an employee while working at home may be covered by workers' compensation. If injured while working at home, employees must notify their supervisor and Human Resources immediately to make a report.
- Reach is not responsible or liable for any injuries sustained by visitors to an employee's home office or assigned office location.
- Employees are required to permit an on-site review of their home office/workspace during the employee's regular workday upon request, whether it is a scheduled or unscheduled visit.
- Reach will deduct all mandatory federal, state, local, and other deductions from WFH employees semi-monthly pay according to all applicable laws.

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.

COVID POLICY

Reach is committed to following public health practices to avoid negative impacts and adapt to the changing nature of the pandemic to protect our staff. Reach's [COVID Workplace Guidelines](#) can be found at Reach Cyber Central and will remain in place until further notice. Employees are expected to adhere to these guidelines.

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, 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

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/owned 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 potentially vulnerable to 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 will receive communication via email from Human Resources. The communication will include how to return equipment along with instructions on how to obtain return shipping labels. Equipment should not be returned until advised by Human Resources.

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 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 must be used only for Reach activities; however, incidental personal use is permissible provided:

- 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 always professional.

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 the school's employees. Reach further recognizes that electronic devices are helpful to 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 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 schoolwork.

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 at Reach Cyber Central under [Human Resources](#).

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

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

Employee Name (Please Print): _____

Employee Signature: _____

Date: _____

Records Management Department - Restructure Proposal

Reach Cyber Charter School's Office Administration is seeking Board of Trustee approval for an organizational structure change. This is an action item for the Board. The Human Resources department in collaboration with the School Office Manager conducted an evaluation of the current structure and job duties of the Records Management Department which resulted in a recommendation to create three (3) Administrative Assistant Lead positions to create efficiency, increase oversight of the department's work flow, and decrease the span of control. The following summary provides an overview of the recommendation, advantages to the structural change, budgetary impact.

Overview

- Create three (3) Administrative Assistant Lead positions by reclassifying existing positions; no new positions required.
 - Post-Enrollment Lead
 - Incoming Records Lead
 - Outgoing Records Lead
- The Administrative Assistant Lead positions will report directly to the School Office Manager.
- Only current Administrative Assistant staff from the Records Department will be eligible for selection and staff must apply to be considered.
- A proposed organizational chart is attached

Advantages:

- Reduces School Office Manager's span of control and allows increased focus on other managerial duties.
- Increases office efficiency through division of labor, collaboration, and knowledge sharing.
- Maximizes internal staff knowledge and maintains continuity of operations.
- Creates advancement opportunities for existing staff; increased retention within the department.
- Cultivates leadership and management skills among existing staff.

Budgetary Impact:

- If approved, this structural change will result in approximately \$19,000 increase to the annual budget as a result of increased salaries.

June 30, 2022

Jane Swan, CEO
Reach Cyber Charter School
750 East Park Drive, Suite 204
Harrisburg, PA. 17111
jswan@reachcyber.org



Jane Swan,

Global Data Consultants, LLC (GDC) would like to thank you for the opportunity to prepare for Reach Cyber Charter School (Reach) this response to your Environment Architecture Deployment and Support RFP.

For nearly 30 years, GDC has been providing Pennsylvania School Districts with IT Support including IT Architecture/Engineering, Managed IT Services, Managed Desktop Services, Hosting Solutions, 24/7/365 Help Desk Services, Unified Communication Systems, Hardware Deployments, Application Development, and IT Staffing. Through ongoing projects and solution support, we strive to earn your business and become a trusted advisor for all IT needs. Our professional team will work closely with Reach to ensure we exceed all expectations.

GDC prides itself on helping schools design, develop, and deploy technology to make the student, teacher, and administration experience positive and provide a more impactful learning environment. We bring best practices from our breadth of experience inside the K-12 space and help to continue and build the Reach Cyber Charter School brand for excellence.

Thank you for reviewing our response and we look forward to earning your business.

Sincerely,

A handwritten signature in blue ink that reads 'Brett Miller'. The signature is written in a cursive, flowing style.

Brett Miller
Business Development Manager
(717) 737-7020 Ext. 449 office
(717) 491-3821 mobile
BrettMiller@gdcit.com

Cost Summary Matrix

Services	Subtotals
Network Equipment	\$72,330.00
Rack Equipment	\$8,312.00
Servers	\$20,415.00
Mobile Classroom Environments	\$4,531.00
Disaster Recover	\$5,969.00
IT Infrastructure / Engineering Services	\$115,500.00
Total Cost Estimate	\$227,057.00

Services Order Form and Agreement

Customer: Reach Cyber Charter School	Contact(s): Gregory McCurdy								
Address: 750 E Park Dr #204 Harrisburg, PA 17111	Phone: (717) 704-8437								
Services:	Email: grmccurdy@reach.connectionsacademy.org								
Product Tier <input type="checkbox"/> STANDARD <input checked="" type="checkbox"/> PLUS <input type="checkbox"/> PREMIUM <input type="checkbox"/> CUSTOM With additional details/description and scope information available at https://broollyed.com/pricing/ and hereby incorporated herein (collectively the "Service(s)").	Scope: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Sites</td> <td style="padding: 2px;">NA</td> </tr> <tr> <td style="padding: 2px;">Data System</td> <td style="padding: 2px;">PSSP</td> </tr> <tr> <td style="padding: 2px;"># of Users</td> <td style="padding: 2px;">100</td> </tr> <tr> <td style="padding: 2px;"># of Students</td> <td style="padding: 2px;">1650</td> </tr> </table>	Sites	NA	Data System	PSSP	# of Users	100	# of Students	1650
Sites	NA								
Data System	PSSP								
# of Users	100								
# of Students	1650								
Annual Fee: \$ <u>30,700</u> in initial service term Annual Fee: \$ <u>30,700</u> in renewal service terms Annual fee is subject to adjustment in accordance with additional pricing terms available at https://broollyed.com/pricing-terms/									
Initial Service Term: <u>July 1, 2022</u> ("Effective Date") through June 30, 20 <u>23</u> . Service will auto-renew in accordance with Paragraph 5.1 of the Terms and Conditions , unless terminated within thirty (30) days prior to the expiration of the current term.									
Implementation Fees: Company will use commercially reasonable efforts to provide Customer the services described in herein and any additional services as may be further described in an attached as Exhibit A hereto (if any), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. Any additional fees required for services contained in an Exhibit A are noted therein. Implementation Fee (Year 1) \$ <u>2,275</u> Fees for Additional Services (if any) \$ <u>NA</u>									
Total Price for Year 1 \$ <u>32,975</u> Total Price for Year 2+ \$ <u>30,700</u> Total Price for Year 3+ (if different from year 2) \$ <u>NA</u>									
Notes Implementation fee is discounted 30%.									

SaaS Services Agreement

This Customer Agreement (“Agreement”) between ESE Solutions, LLC (Brolly) and its successors, assigns, affiliates and parent entities, an Idaho limited liability company (“Company”), and the Customer listed above (“Customer”).

This Agreement includes and incorporates the above Order Form, as well as the Terms and Conditions which can be found at <https://brollyed.com/service-terms/> and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Purchase orders can be submitted at po@brollyed.com

ESE Solutions, LLC (Brolly)

Customer: Reach Cyber Charter School

Signature:

Signature:

Name:

Name:

Title:

Title:

Exhibit A

Additional Services

NA

Fees for Additional Services (if any): \$ NA

School Goals

2022-2023 School Year

Reach's school goals establish a priority focus on initiatives and programming that will lead to academic success for all students. When the school achieves at least 80% of the school-wide goals, Reach staff (excluding administration) are eligible for a Flat Rate Bonus and an Effectiveness Award.

Curriculum & Instruction

MTSS



Reach has identified six school goals which fall under two priority statements of Curriculum/Instruction and MTSS.

PRIORITY STATEMENTS



If teachers design and implement instruction that provides multiple means of engagement, representation, and action and expression to provide instruction that gives all students an equitable opportunity access content, engage with it, and be successful, then students will develop as expert learners who are purposeful and motivated, resourceful and knowledgeable, and strategic and goal-directed.



If educators collect and analyze data based on students' individual needs and align effective strategies to identified needs, then students will develop as expert learners who are purposeful and motivated, resourceful and knowledgeable, and strategic and goal-directed.

Vision: To inspire and nurture all students for future success.

School Goals

2022-2023 School Year



85% of students in grades 5, 8, and 11 will demonstrate meaningful collection of career artifacts

Career Readiness



Students will meet or exceed 40.5% PSSA/Keystone ELA proficiency

ELA Growth



Students will meet or exceed 17.9% PSSA/Keystone Math proficiency

Math Growth



At least 80% of students will meet T1 targets for on-grade level standards

Tiered Instruction



Full academic year students will meet behavior and participation goals

Student Engagement



100% of students will have STEM opportunities and 50% of secondary students will participate in advanced STEM courses

STEM Infusion

Reach Cyber Charter School
School Goals 2022-2023

Goal Name	Detailed Goal	Value
STEM	100% of students will have STEM opportunities and 50% of secondary students will participate in advanced STEM courses.	15%
Career Exploration	85% of Reach students will demonstrate, through the collection of artifacts in grades 5, 8, and 11, meaningful engagement in career exploration and preparation aligned to the Career Education and Work (CEW) standards	15%
ELA Growth	Students will meet or exceed 40.5% PSSA/Keystone ELA as determined by Exit Criteria Aggregate Gains, or a yearlong average of 10% growth on internal authentic assessments.	15%
Math Growth	Students will meet or exceed 17.9% PSSA/Keystone Math as determined by Exit Criteria Aggregate Gains, or a yearlong average of 10% growth on internal authentic assessments.	15%
Tier 1 Instruction	At least 80% of students are meeting Tier 1 targets for curriculum and assessments.	15%
Student Engagement	<p>Full academic year students will meet behavior and participation goals as measured by:</p> <ul style="list-style-type: none"> • 85% of CBAs complete (5%) • 70% benchmark completion rate (5%) • 80% lesson completion (5%) • 85% of students with regular attendance (5%) • Reach will meet or exceed a school wide pass rate of 85% (5%) 	25%

Total Value: 100%

Value Needed to Achieve Goal Status: 80%

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 (also referred to as "Exhibit")

DATE(S): September 1, 2022 – August 31, 2023

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

CMP Contact Person: Daryl Cross **Email:** CrossD@CarnegieMuseums.Org **Phone:** 412.622.5788

CONSIDERATION:

SPONSORSHIP FEE (TOTAL): \$ 25,000

SPONSORSHIP FEE SCHEDULE: \$ 25,000 by October 1, 2022

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 with logo in one (1) e-mail during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized in two (2) social media posts during Term; with timing, size, location, channel, and wording to be determined by Museum.

CREDIT LINE (IF ANY): Discovery Basecamp 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 two (2) virtual field trips (serving a maximum of 100 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 Carnegie Museum of Natural History classroom space rental facility on two (2) mutually acceptable dates and times (not to exceed three hours, each) during Term; all hard costs (except the rental fee for the space), including but not limited to parking, custodial, security, 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 Exhibit wall text during Term; with size, location, and wording to be determined by Museum.
- Sponsor may be on-site at Museum on two (2) mutually acceptable dates 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 31, 2023 ("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: K-12 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, Carnegie Museums of Pittsburgh (hoytbrowne@carnegiemuseums.org), and

Jason Segreti, Director, Visitor Services and Museum Services (SegretiJ@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.

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

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 and Village® (also referred to as "Exhibit")

DATE(S): September 1, 2022 – August 31, 2023

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

CMP Contact Person: Daryl Cross **Email:** CrossD@CarnegieMuseums.Org **Phone:** 412.622.5788

CONSIDERATION:

SPONSORSHIP FEE (TOTAL): \$ 25,000

SPONSORSHIP FEE SCHEDULE: \$ 25,000 by October 1, 2022

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) Explore brochure during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized with logo in three (3) e-mails 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 and 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 Carnegie Science Center classroom space rental facility on two (2) mutually acceptable dates and times (not to exceed three hours, each) during Term; all hard costs (except the rental fee for the space), including but not limited to parking, custodial, security, 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 one (1) tour of Exhibit for up to ten (10) 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 Exhibit during Term; with size, location, and wording to be determined by Museum.
- Sponsor is recognized on Exhibit “under construction” signage during the annual closure period during Term; with size, location, and wording to be determined by Museum.
- Sponsor is recognized with logo on one (1) digital panel located inside Exhibit during Term; with size, location, and wording to be determined by Museum.
- Sponsor may be on-site at Museum on two (2) mutually acceptable dates 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 31, 2023 (“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: K-12 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, Carnegie Museums of Pittsburgh (hoytbrowne@carnegiemuseums.org), and

Steve Kovac, Senior Director, Visitor Services and Operations (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



PLEDGE AGREEMENT

This Pledge Agreement is entered into the 1 day of September 2022, between **Reach Cyber Charter School** (“Reach”) and the Da Vinci Discover Center of Science and Technology, Inc. (“Da Vinci”).

Reach desire/s to make a gift commitment to Da Vinci in the amount of \$15,000 (fifteen thousand dollars), as described more fully below, in accordance with the terms and conditions of this Commitment. Da Vinci desires to accept the gift subject to such terms and conditions set forth in this Agreement.

In consideration of the mutual promises herein contained, the parties to this Agreement agree as follows:

1. Reach agree/s to pay this pledge according to the following schedule.
 - \$15,000 to be invoiced on September 1, 2022.
2. The purpose of this gift is to support unrestricted operations of the Da Vinci Science Center.
3. In recognition of the charter school’s generosity, Da Vinci will provide the following sponsorship benefits through June 30, 2023:
 - 100 free admissions for Reach families.
 - A 15% discount on memberships for Reach families.
 - One facility rental to accommodate a back-to-school celebration including complimentary admission for Reach families and the use of a classroom during normal operating hours. Date and time to be coordinated with the Science Center. Any decorations or catering would be at Reach’s expense.
 - Six individual classroom rentals during the agreement period.
 - Recognition as the sponsor of the schools out camp program and summer camp program during the agreement period.
 - 10 Summer camp registrations for Reach students.
 - A 10% discount for additional Reach students to attend camps.
4. Da Vinci is recognized by the United States Internal Revenue Service as a 501(c)(3) tax exempt organization. Donors are responsible for seeking the advice of their tax advisor to determine whether their charitable contributions are tax deductible.
5. The terms and conditions of this Commitment may not be orally amended, modified, or altered, but may be amended, modified, or altered only in writing signed by the Donor(s) and Da Vinci. This

Commitment shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

Acknowledged by:

Reach Cyber Charter School Date

MaryEllen Dickey Date
Chief Philanthropy Officer
Da Vinci Science Center

Memorandum of Understanding

Memorandum of Understanding for the partnership between Reach Cyber Charter School and Keystone Kidspace.

Effective start date: July 1, 2022

Lead Organization:
Reach Cyber Charter School
750 East Park Drive, Suite 204
Harrisburg, PA. 17111

Partnering Organization:
Keystone Kidspace
10 East Hamilton Avenue
York, PA 17401

This Memorandum of Understanding (MOU) is made and entered into by Reach Cyber Charter School (Reach Cyber) and Keystone Kidspace. The entities listed above may collectively be referred to as the parties to this MOU.

I. PURPOSE:

The purpose of this MOU is to partner Keystone Kidspace, whose primary mission is to offer space for the combination of freedom to play with a focus on STEAM, with Reach Cyber. Reach Cyber families may access Keystone Kidspace during mutually agreed-upon times over the course of this partnership.

The start date for the term of this agreement will be July 1, 2022, and the end date will be June 30, 2023. Both parties agree to meet at least one month prior to the term's expiration to discuss extension or termination.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The parties agree that it is to their mutual benefit and interest to work cooperatively in providing Reach Cyber students an opportunity to utilize STEM makerspace for the purpose of expanding their learning.

The parties to this MOU have individual responsibilities regarding the partnership.

Reach Cyber and Keystone Kidspace will both be active partners in communicating about events being held at the facility.

KEYSTONE KIDSPACE WILL PROVIDE:

- Two usages of the facility per month of the agreement for the purpose of in-person STEM camps, carpentry programs, metal-working demonstrations, in-person staff professional development, and other educational programming offered by Reach Cyber – not to exceed four hours per program. Usage includes the Mess Hall and Digital Lab. Any request involving assistance from Keystone Kidspace staff or usage of consumable materials will be paid separately on a case-by-case basis.
- 300 general admissions to the facility to be distributed to Reach Cyber families for use during the term of the agreement.
- 100 snack/beverage vouchers to be distributed and used on site by Reach families.

REACH CYBER CHARTER SCHOOL WILL PROVIDE:

- A fee of \$7,000 for the term of this agreement, payable in full on or before the start date listed above.
- Satellite weather sensors, to be installed by Reach Cyber staff, for the purpose of recording and monitoring live weather information jointly using Reach Cyber's WeatherSTEM system. Keystone Kidspace may provide this data to its transient visitors and members.
- Electronic Keystone Kidspace waivers to all students and program participants to be completed prior to their first visit.
- School logo and mission/vision information.

III. INSURANCE

At all times during the term of this MOU, Keystone Kidspace will maintain at its own expense liability insurance in an amount adequate to protect against any liability arising from the services to be provided by Keystone Kidspace under this MOU. The liability insurance shall be of the type customarily obtained in Keystone Kidspace's field.

Keystone Kidspace is not liable for any or all claims, actions, liabilities, losses, expenses, damages, and costs including, but not limited to attorney fees, settlement expenses, that may at any time be incurred by reason of any claim, suit, action, or other proceeding that is based on, or arises from, the partner/memorandum of agreement.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

This MOU is executed as of the effective start date listed above and is in effect until either party, in writing, with a 30-day notice decides to terminate this agreement.

By:
Jane Swan
Chief Executive Officer
Reach Cyber Charter School

By:
Jessica Brubaker
Co-Founder and Executive Director
Keystone Kidspace

Signed: _____

Signed:  _____

On this date: _____

On this date: 03/22/22

Memorandum of Understanding

[Memorandum of Understanding](#) for the partnership between Reach Cyber Charter School and Reading Science Center.

Effective start date: September 1, 2022

Lead Organization:

Reach Cyber Charter School
750 East Park Drive, Suite 204
Harrisburg, PA. 17111

Partnering Organization:

Reading Science Center
645 Penn Street Lower Level
Reading, PA 19601

This Memorandum of Understanding (MOU) is made and entered into by Reach Cyber Charter School (Reach Cyber) and Reading Science Center (RSC). The entities listed above may collectively be referred to as the parties to this MOU.

I. PURPOSE:

The purpose of this MOU is to partner Reading Science Center, whose primary mission is to foster a love of science through exciting and experiential STEM education for the Greater Reading community, with Reach Cyber Charter School. Reach Cyber families may access RSC during mutually agreed-upon times over the course of this partnership.

The start date for the term of this agreement will be September 1, 2022, and the end date will be August 31, 2023. Both parties agree to meet at least one month prior to the term's expiration to discuss extension or termination.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The parties agree that it is to their mutual benefit and interest to work cooperatively in providing Reach Cyber students an opportunity to utilize the RSC facility for the purpose of expanding their learning.

The parties to this MOU have individual responsibilities regarding the partnership.

Reach Cyber and RSC will both be active partners in communicating about events being held at the facility.

READING SCIENCE CENTER WILL PROVIDE:

- 12 total usages of the RSC spaces for the purpose of in-person programming led by Reach Cyber.
 - Each program is not to exceed three hours in length.
 - Programs must be held during RSC's normal operating hours.
 - RSC spaces shall be reserved at least two months in advance. Every effort will be made to schedule the full year in advance or schedule each semester (fall/spring/summer) well in advance to ensure RSC spaces are available and reserved for Reach Cyber.

- o Reach Cyber will assign one Point of Contact who is responsible for all reservations. RSC will assign one Point of Contact to schedule and confirm these bookings.
- o At the time of booking, Reach Cyber will provide each program's date and time, an approximate headcount (number of students, teachers, and chaperones), identify the RSC space requested, and specify the type of program (professional development, classroom program, exhibit exploration, etc).
- o Reach Cyber will cooperate with RSC's capacity limits in each space.
- o Any request involving assistance from RSC staff or usage of consumable materials will be paid separately on a case-by-case basis and specified when scheduling to ensure staff and material availability.
- 300 general admissions to the facility to be distributed to Reach Cyber families for use during the term of the agreement.

REACH CYBER CHARTER SCHOOL WILL PROVIDE:

- A fee of \$12,000 for the term of this agreement, payable in full on or before the start date listed above.
- Confirmation letters assuring all necessary employee clearances.
- Certificate of insurance.
- School logo and mission/vision information.

III. INSURANCE

At all times during the term of this MOU, Reading Science Center will maintain at its own expense liability insurance in an amount adequate to protect against any liability arising from the services to be provided by RSC under this MOU. The liability insurance shall be of the type customarily obtained in RSC's field.

RSC is not liable for any or all claims, actions, liabilities, losses, expenses, damages, and costs including, but not limited to attorney fees, settlement expenses, that may at any time be incurred by reason of any claim, suit, action, or other proceeding that is based on, or arises from, the partner/memorandum of agreement.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

This MOU is executed as of the effective start date listed above and is in effect until either party, in writing, with a 30-day notice decides to terminate this agreement.

By:
Jane Swan
Chief Executive Officer
Reach Cyber Charter School

By:
Lisa Meredith-Unrath
Executive Director
Reading Science Center

Signed: _____

Signed: *Lisa AM Meredith-Unrath*

On this date: _____

On this date: 7/19/2022



INSPIRING A PASSION FOR LEARNING ABOUT SCIENCE AND TECHNOLOGY

A Proposal Prepared for Reach Cyber Charter School

JULY 2022





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 nearly 200 years, The Franklin Institute has played a central and constantly evolving role in meeting the educational needs of our community and being *the* place for individuals from the region to experience STEM learning. The great importance of science, technology, and STEM literacy and professionals has been demonstrated on a global scale and, we continue to uphold the Institute’s legacy by delivering educational content for students, families, educators, and adults alike.

This is an incredible moment for science, and our goal is to inspire more and more young people to explore science and technology as a means to positively change their educational horizons and economic futures. Our visitors are the next generation of scientists, engineers, thought leaders, and problem solvers, and we hope you will join us in delivering our mission to inspire and educate. **Each and every gift is critical to ensuring the vitality of our science center and the continuation of our programs, and we respectfully request Reach Cyber Charter School support The Franklin Institute’s mission, science center, and science and technology programming in 2022.**

The Franklin Institute’s Science Center | The Franklin Institute is the most visited museum in the Commonwealth of Pennsylvania and has been infusing the Philadelphia region with dynamic educational and cultural opportunities for 198 years as we advance our *mission to inspire a passion for learning about science and technology*. The Institute achieves this goal through a range of exhibits, educational programs, outreach efforts, and its dedication to making learning around science, technology, engineering, and mathematics (STEM) more accessible.

The Institute’s 12 core exhibitions are the backbone of our mission and programs, and through which we educate and inspire. It is within these exhibit spaces that visitors of all ages experience STEM learning in very tangible and memorable ways – in ways that excite; inform; encourage questions, creativity, and problem solving; and foster a personal connection to STEM.

During a typical year pre-pandemic we would welcome more than 800,000 visitors, with 200,000 students and teachers visiting on deeply discounted or free admissions. School groups have yet to return in the numbers to which we are accustomed, but signs are positive for steady growth as the year progresses.

2022 Corporate Partner Benefits:

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 2022 Franklin Fright weekend programming
- Onsite activation as an Event Partner at Franklin Frost event for one (1) weekend of Reach's choosing
- Two (2) professional development training workshops held onsite (for up to 30; includes catering) or virtually (for up to 100) for Reach Cyber Charter School's teachers led by Franklin Institute science educators and industry leaders focused on STEM science communication skills (Deep discount provided should additional teachers like to be added to the training).
- 250 Science Museum passes
- 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
- Invitations to exclusive exhibit receptions and private viewings for special attractions
- Concierge service for special attractions, tickets, memberships, etc.



Museum Programming and Reach:

In-person programming and experiences | Exhibits are activated and supplemented by live science shows, dissections and demonstrations, and special events and celebrations. Through Black History Month, Women in STEM Day, Asian American and Pacific Islander Heritage Month, Día Del Niño, and Family Pride Day, we show our visitors that – no matter their background, race, or gender – science can be for them, they belong in the science and technology world, and a career in STEM is within their grasp.

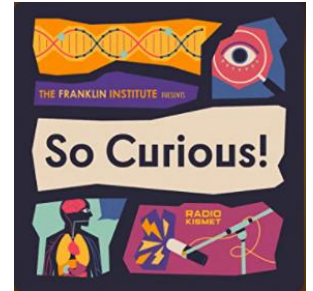
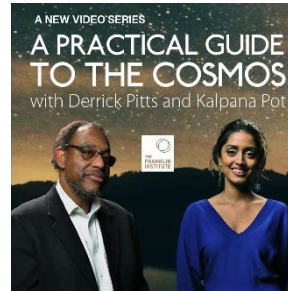
Free and Discounted Admission | Working to be a place where education, experiences, and engagement opportunities around STEM are more equitable and accessible, we provide free and deeply discounted admission for students and teachers from Title 1 schools and youth and families from under-resourced communities through our Access programs.



In 2021, by participating in Pennsylvania’s Access Card Program, the Institute was able to provide \$2 tickets for 16,300 individuals. This amounts to 7% of the Institute’s visitors, which is 3% more than the percentage of discounted tickets provided in 2019. We are proud to be a resource for families in this challenging time.

Digital programming | On a regular basis, our staff scientists can be found on our Facebook Live and You Tube channels. Chief Bioscientist Jayatri Das provides COVID-19 updates, while Chief Astronomer Derrick Pitts hosts Night Skies @ Home, Senior Vice President of Science and Education Dr. Darryl Williams leads discussions on “engineering for good,” and all three scientists can be found discussing current science topics and issues during Ben’s Roundtable.

In 2022, the Institute is growing its digital programming. We are thrilled to have piloted the video series *A Practical Guide to the Cosmos* and podcast *So Curious!* Our goal is for the video series and podcast to build upon the curiosity that is sparked while visitors experience The Franklin Institute, or – for those not inclined or able to visit a science center, but with a keen curiosity about the universe – provide an opportunity for individuals to access the wonders of science digitally.



Summary

Philadelphia stands at the center of a vibrant and diverse region where history and innovation, science and culture combine and thrive. For 198 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. If you have any questions or require additional information, please do not hesitate to reach out to:

Casey Anne Satell

Director of Institutional Giving

215.448.2378 / csatell@fi.edu





Whitaker Center for Science and the Arts
 Administrative Offices
 222 Market Street
 Harrisburg PA 17101-2205
 whitakercenter.org

**Whitaker Center and Reach Cyber Charter School Partnership Agreement
 July 1, 2022- June 30, 2023**

Whitaker Center will provide the following to Reach Cyber Charter School and their educational community:

50 Admission and Cinema Combo passes
September 2022- Back to School Bash (max of 250 participants)
October 2022- 2 Event Field Trip (max 100 participants)
November 2022 - 2 Event Field Trip (max 100 participants)
December 2022- 2 Event Field Trip (max 100 participants)
January 2023- 2 Event Field Trip (max 100 participants)
February 2023- 2 Event Field Trip (max 100 participants)
March 2023- 2 Event Field Trip (max 100 participants)
End of April/ early May 2023- End of School Bash (max of 250 participants)
June 2023- 2 Event Field Trip (max 100 participants)
STEM Design Studio Room Rental- 32 hours of rental time

Total value: \$15,000

The two event field trips would include:

- Exclusive access to the Science Center from 10:00-2:00, one Monday a month from July- March. *Please note, July and August will have Whitaker Center campers in the building in addition to Reach Charter families.
- Rotating documentaries in the Digital Cinema at 11:00, 12:00, and 1:00.
- Drop in STEM Labs will be open with hands-on, interactive activities facilitated by a Whitaker Center Educator throughout the duration of the visit.
- Space available for bagged lunches brought by families or easy access to offsite downtown lunch options.

Back/ End of School Bash would include:

- 4 hour event held at Whitaker Center- one in September and one in late April/ early May.
- Use of the Science Center for exploration and learning
- Drop in STEM Labs will be open with hands-on, interactive activities facilitated by a Whitaker Center Educator
- Use of the Lobby Spaces for tables, displays, meet and greet with teachers/ support/ tech
- Three rotating documentaries in the Digital Cinema throughout the event

STEM Design Studio Room Rental would include:

- Use of the 1,100 square foot STEM Design Studios for a total of 32 hours.
- Use of the space includes access to the kitchen, refrigerator, microwave, sink, and dishwasher.
- The rooms are equipped with projectors, dry erase boards, wifi, and a speaker system.

Thank you for your interest in partnering with Whitaker Center for Science and the Arts. I am happy to discuss further details to make this partnership successful for both parties.

Meghan Clark

COO/CFO

mclark@whitakercenter.org

The official registration and financial information of Whitaker Center for Science and the Arts may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement. Your gift is tax deductible to the extent allowed under the law.