

Reach Cyber Charter School SPECIAL 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, January 27, 2021 at 12:00 p.m.

Meeting Location:

750 East Park Drive, Suite 204 Harrisburg, PA 17111

-And via teleconference-1(800) 747-5150; Code 703-4511#

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

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

AGENDA

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

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

The total time for any individual to present, either in person or via telephone, on an item on the agenda shall not exceed three (3) minutes, unless the Board grants additional time.

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

- III. Routine Business D. Taylor
 - a. Approval of Agenda
- IV. Financial Report (attached) K. Yeselavage
- V. Strategic Planning
 - a. Strategic Plan Report J. Swan
 - b. Approval of STEM Gaming Microgrant Agreement (attached) J.D. Smith
 - c. Approval of MOU with Penn State University (attached) J. Swan
- VI. EXECUTIVE SESSION Mid Year School Leader Review Pursuant to 65 Pa. C.S. §§ 708(a)(1) to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee D. Taylor
- VII. Adjournment and Confirmation of Next Meeting Wednesday, February 17, 2021 at 9:00 a.m.

Reach Cyber Charter School Balance Sheet 12/31/2020

ASSETS:

Cash and Short Term Investments:		
Cash:Checking	\$	13,075,247
Cash:Money market Account	\$	20,562,005
Total Cash and Short Term Investments	\$	33,637,252
Other Current Assets:		
Local District Receivables- Prior Year	\$	2,045,555
Local District Receivables- Current Year	\$	15,172,316
State Program Receivables	\$	50,000
Allowance for Doubtful Accounts	\$	(142,341)
Grant Receivables	\$	-
Prepaid Expenses	\$	205,584
Total Other Current Assets	\$	17,331,114
Other Current Assets:		
Security Deposit	\$	8,917
Total other Assets	\$	8,917
Fixed Assets:		
Property Plant & Equipment:		
Computer Hardware	\$	498,827
Leasehold Improvements	\$	223,326
Furniture	\$	103,706
Accum Depr:Computer Hardware	\$	(65,116)
Accum Depr:Leasehold Improvements	\$	(96,417)
Accum Depr: Furniture	\$	(48,130)
Net Fixed Assets	\$	616,196
TOTAL ASSETS	\$	51,593,479
LIABILITIES:		
Current Liabilities:		
Due to (from) Connections Academy	\$	11,486,512
Accrued payroll, taxes, pension and withholdings payable	\$	631,951
Accounts Payable	\$	206,537
Due to Local Districts	\$	454,202
Total Current Liabilities	\$	12,779,202
TOTAL LIABILITIES	\$	12,779,202
	<u> </u>	12,773,202
FUND BALANCE:		
Invested in Capital	\$	616,196
Reserved Fund Balance	\$	4,552,904
Undesignated Fund Balance	\$	33,645,177
Total Fund Balance	\$	38,814,277
TOTAL LIABILITIES AND FUND BALANCE	\$	51,593,479

Reach Cyber Charter School Revenue and Expense Statement Year to date as of 12/31/2020

	Pri	or Board Rpt YTD		November- December		YTD Actual	2	Approved 0/21 Budget	Aı	Current nnual Forecast
Forecasted Enrollment										
Forecasted ADM					•		4,165		8,413	
Forecasted Total Enrollment								5,414		11,852
Forecasted Funded Enrollment								4,165		8,413
REVENUE:										
Local School District Funding:										
Regular Education	\$			15,749,817	-	43,932,559		39,426,644		79,641,457.00
Special Education	\$	7,948,978	\$	9,716,053	\$	17,665,031	\$	20,846,882	\$	42,110,510.00
Federal & Other Program Funding:					_					
Title I-IV	\$	309	\$	291,515	\$	291,824	\$	1,376,304		1,376,304
IDEA-B	\$	-	\$	-	\$	-	\$	621,613		621,613
CSI CARES	\$ \$	- 243,385	\$ \$	- 191,732	\$ \$	- 12E 117	\$ \$	75,000	\$ \$	75,000
E-Rate	\$ \$	243,363	۶ \$	191,/32	۶ \$	435,117	۶ \$	728,580 1,427		728,580 1,427
Interest Income	\$	6,446	\$	2,770	\$	9,216	\$	210,000	\$	20,000.00
Student Activities and Other Income	\$	159	\$	1,067	ب \$	1,226	\$	20,000	\$	41,000.00
TOTAL REVENUE	,	36,382,019				62,334,973		63,306,450		124,615,891
TOTAL REVENUE	3	30,362,019	Ą	25,952,954	Ą	02,334,973	Ą	63,306,430	Ą	124,015,651
PROGRAM EXPENSES:										
Compensation Expense										
Administration Staff	\$	3,515,994	- 1	2,314,555	\$	5,830,549	\$	5,731,420		13,411,973
Instructional Staff	\$	5,566,934		5,185,349		10,752,283		25,804,419	\$	28,222,635
Total Compensation Expense	\$	9,082,928	\$	7,499,904	\$	16,582,832	\$	31,535,839	\$	41,634,608
Fee Based Expenses										
Curriculum and Instructional Support Services - Upfront	\$	1,723,106		795,246	\$	2,518,352	\$	2,301,091		5,037,100
Curriculum and Instructional Support Services - Monthly	\$	447,850	-	2,222,090		2,669,940		4,872,899	\$	9,843,210
Student Connexus License	\$	241,150		1,196,510		1,437,660		2,623,868	\$	5,300,190
Student Technology Assistance Services - Upfront	\$	1,621,737		748,467	-		\$	2,165,733		4,740,800
Student Technology Assistance Services - Monthly Enrollment/Placement/Student Support Services - Upfront	\$	217,035		1,076,859			\$	2,361,482 2,842,524		4,770,171
Enrollment/Placement/Student Support Services - Opiront Enrollment/Placement/Student Support Services - Monthly	\$ \$	2,128,517 1,808,504		982,363 512,790		3,110,880 2,321,294	\$ \$	1,124,515		6,222,300 2,271,510
School Operations Support Services	\$	223,925		1,111,045	\$	1,334,970	\$	2,436,449		4,921,605
Professional Development Services	\$	•	\$	137,875	ب \$	185,250	\$	399,375	\$	664,875
School Staff Support Services	\$	151,425		303,325		454,750	•	878,625		1,462,725
Direct Course Instruction Service	\$	63,476		69,284		132,760		96,000		340,610
Short Term Sub Teaching Services	\$	47,100	- 1	16,050		63,150		140,000		111,300
Facilities Support Services		8,333		4,167		12,500	\$	25,000		25,000
Total Fee Based Expenses	\$ \$	8,729,533	_	9,176,069		17,905,602	\$	22,267,561	\$	45,711,396
Other School Expenses:										
Instructional Programs	\$	599,342	\$	2,618,718	\$	3,218,060	\$	5,938,681	\$	8,813,043
Administration and Support	\$	224,323	\$	995,924	\$	1,220,247	\$	2,386,720	\$	3,014,359
Total Other School Expenses	\$	823,665	\$	3,614,642	\$	4,438,307	\$	8,325,401	\$	11,827,402
TOTAL PROGRAM EXPENSES	\$	18,636,126	\$	20,290,615	\$	38,926,741	\$	62,128,801	\$	99,173,406
Net Increase (Decrease)	\$	17,745,893	\$	5,662,339	\$	23,408,232	\$	1,177,649	\$	25,442,485
Adjustment for capitalized assets and depreciation Beginning Fund Balance Not Invested in Capital					\$ \$	(406,512) 15,196,361	_			
Ending Fund Balance Not Invested in Capital Fund Balance Invested in Capital					\$ \$	38,198,081 616,196				
TOTAL ENDING FUND BALANCE					\$	38,814,277	•			

STEM Gaming Microgrant Awardee Agreement

This AGREEMENT is made and entered into as of this	December 2020	("Effective Date") by			
and between Immersed Games ("IG"), a corporation having its principal offices at 1160 Main Street,					
Suite #2, Buffalo, NY 14209, and Reach Cyber Charter School, a local educational agency					
("Local Educational Agency" or "LEA") having its prin	cipal offices at _750 Ea	st Park Drive, Suite 204			
Harrisburg, PA 17111 Collectively the "Parties" and each individually a "Party," whereby LEA					
agrees to subscribe to Tyto Online ("Service") in accord	lance with the terms as	stated herein.			

ARTICLE I: PURPOSE AND SCOPE

- 1. License. Subject to and in accordance with the terms and conditions of this Agreement, IG grants to the LEA, a non-exclusive, revocable, non-transferable license to utilize the Service provided that the Service usage is limited to use by LEA and its teachers and students. IG reserves the right to change any aspect or feature of Service, provided IG shall not change any feature used by the LEA without making reasonable efforts to provide similar or enhanced functionality.
- **2. License Cost.** In exchange for agreement to provide data (as outlined in Exhibit A), IG will provide LEA with **1000** free student licenses of Tyto Online, free online professional development (PD), availability of live PD sessions, coaching from an Implementation Manager, participation in a cohort of educators, and a 25% discount for the 2021-2022 school year (*should LEA wish to purchase; but LEA is under no obligation to*). There are expected to be **8** participating teachers, who will be identified in Exhibit A of this agreement.
- **3. License Term** ("Term") Is through the end of the 2020-2021 school year and summer. This includes access for students to use the Service independently over the summer, if teachers do not remove them from their accounts' authorization.
- **4. Grant Plan.** A Grant Plan with a scope of work outlining responsibilities of IG and the LEA are outlined in Exhibit A.
- **5. Termination for Breach.** Either party may terminate this Agreement: (a) if the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; (b) if the other party ceases its business operations; or (c) immediately, if the other party is in material breach of this Agreement more than twice, notwithstanding any cure of such breaches.

ARTICLE II: DATA PROVISIONS

- 1. Student Data Property of LEA. All Student Data or any other Pupil Records transmitted to IG pursuant to this Agreement is and will continue to the the property of and under the control of the LEA, or to the party who provided such data (such as the student or parent). IG further acknowledges and agrees that all copies of such Student Data or any other Pupil Records transmitted to IG, including any modifications from any source, are all subject to the provisions of this Agreement in the same manner as the original Student Data or Pupil Records. For the purposes of FERPA, IG shall be considered a School Official, under the control and direction of the LEA as it pertains to the user of student data. Student Data can be reviewed by the LEA within the teacher dashboard administration account for the Service.
- **2. Authorized Use.** Student Data shared pursuant to this Agreement shall be used for no purpose other than legitimate educational interests, for administering the Services stated in this

Agreement, answering research questions (with de-identified data), and as authorized by the LEA. This may include Support Services provided by IG employees to LEA's employees or students.

- i. To not disclose any personally identifiable information to any other party who is not an authorized representative of IG using the information to carry out IG's obligations under this Agreement, unless (1) the parent or eligible student has provided prior written consent, or (2) the disclosure is required by statute or court order, and notice of the disclosure is provided to the LEA prior to the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- **ii.** Student data received by IG or by any subcontractor or assignee of IG from the LEA shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.
- **3.** Additional Data Privacy & Security Provisions. Additional information about data privacy and security, including removal of data, employee obligations, and safeguards can be found in Exhibit B and in our Privacy Policy found at www.tytoonline.com/privacy. IG is authorized to make changes to the Privacy Policy during the Service Term, with one week notice to LEA.

ARTICLE III: MISCELLANEOUS

- 1. Intellectual Property. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, LEA owns all Intellectual Property Rights in Student Data, and IG owns all Intellectual Property Rights in the Services. LEA hereby grants to IG a non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license to use the Student Data as necessary to fulfill its obligations and exercise its rights hereunder.
 - i. Teacher Submission of Materials. Additionally, employees of the LEA may submit to IG copies of materials they have created in order to administer and support usage of the Service. By submitting these materials, employees and the LEA are granting to IG a nonexclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license to use, copy, or modify the materials. Effort will be made to credit the LEA.
- **2. Publicity**. Customer agrees that IG may include Customer's name or Brand Features in a list of organizations and people using IG's Services, online, in promotional materials, or verbally.
- 3. Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Customer acknowledges and agrees that it is solely responsible for compliance with COPPA and FERPA, including, but not limited to, by obtaining parental consent concerning collection of students' personal information used in connection with the provisioning of user accounts and use of the Services by the LEA and its students.
- **4. Disclaimers.** To the fullest extent permitted by applicable law, except as expressively provided for herein, neither Party makes any other warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use, and non infringement with respect to the Services, Confidential Information, or anything else provided in connection with this Agreement. Service is provided "as-is" with no guarantee that it is error free and IG makes no Representations about any content or information made accessible by or through the Services.

- 5. Limitation of Liability. Neither party will be liable under this agreement for any indirect, special, incidental, consequential, exemplary, or punitive damages arising out of or in any way connected with the use of the services or anything provided in connection with this Agreement, the delay or inability to use the Services or anything otherwise arising from this Agreement, including without limitation the cost of procurement of substitute goods, loss of revenue, whether based on contract, tort (including negligence), strict liability or otherwise, even if the other Party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy. The total liability of either Party will not exceed the amount paid or payable by LEA to IG under this Agreement during the twelve months period prior to the event giving rise to liability.
- **6. Governing Law and Venue.** The Agreement shall be covered by and construed in accordance with the laws of the State of New York. Any dispute, claims, demands or actions arising out of or in relationship to the Agreement shall be brought in and resolved by Erie County.
- 7. Entire Agreement. This Agreement, including all Exhibits, constitute Parties' entire agreement relating to their subject matter and may be amended only by mutual written agreement. This Agreement cancels and supersedes all other prior or contemporaneous oral or written communications between Parties relating to its subject matter, as well as any prior contractual agreements between Parties. In the event that there is a conflict between Agreement, Privacy Policy, and any other document incorporated herein either by attachment or reference, the terms of this Agreement shall govern, except if said document is a duly-executed amendment or rider to the Agreement in which case said amendment or rider shall govern.
- **8. Severability**. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.
- **9. Headings.** The headings of the paragraphs and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above. These individuals will also be used as the authorized contact for any required notices.

For: LEA	For: IG / Vendor		
Signature:	Signature:		
Print Name:	Print Name:		
Title:	Title:		
Date:	Date:		
Email:	Email:		
Address:	Address:		

EXHIBIT A Grant Plan

EXPECTED OUTCOMES FOR AWARDEES

Tyto Online's immersive games empower students to be authentic science problem solvers. Students follow NGSS-aligned storylines to, for example, solve a food shortage using genetics, or figure out that animals are sick from microplastics by examining the ecosystem and collecting data. To that end, schools should see any of the following advantages to a pilot or engagement with Tyto Online:

- Improved student engagement through immersive game play.
- More tightly NGSS-aligned instruction and enhanced mastery of Science and Engineering Practices.
- Improved student STEM mindsets, such as self-efficacy and interest in STEM.

PILOT PARTICIPANTS AND CONTACTS Participating Teachers

Please enter the name, email, grades, and number of students expected for each participating teacher.

Name	Email	Grade(s)	Number of Students
Cristin Coates	ccoates@reach.connectionsacademy.org	HS	HS – 270
Aislinn Benfield	abenfield@reach.connectionsacademy.org	HS	MS -670
Kellie Tinna	Ktinna@reach.connectionsacademy.org	MS	
Jessica Cordaro	jvernouski@reach.connectionsacademy.org	MS	
Emma Hamrick	ehamrick@reach.connectionsacademy.org	MS	
Stacy Seamon	sseamon@reach.connectionsacademy.org	MS	
Timothy LaGass	tlagass@reach.connectionsacademy.org	MS	
Martin Lebow	mlebow@reach.connectionsacademy.org	MS	

Support Staff

Please enter information for support staff we will need to work with, such as Information Technology, Technology Integrators, Science Coordinators, etc.

Name	Email	Role
JD Smith	Josmith@reach.connectionsacademy.org	Director of Career Pathways
Andy Gribbin	agribbon@reach.connectionsacademy.org	Director of STEM Education

IG AND LEA RESPONSIBILITIES

IG (Tyto Online) Responsibilities

- Work with LEA technical team to ensure Tyto Online is working on student devices, advise on setting up teacher and student accounts, and advise on any challenges encountered.
- Provide Tyto Online product (game and teacher dashboard with supplemental tools) and updates.
- Provide online on-demand professional development course and learning resources.
- Provide a reasonable number of live meetings and support as requested by educators; via live chat, phone, or video call.
- Check in with teachers around their scheduled Modules to offer support and check in on engagement.
- Oversee data collection processes, providing easy ways to teachers to hand out surveys to students, and then providing a final report to LEA with findings.

LEA Responsibilities

The primary responsibility of the grantee is to use the product as part of normal instructional practices; this is often around 1x per week during relevant units, and to utilize the professional development materials as needed. An outline of responsibilities to accomplish this include:

Technology Requirements

- All teachers and students have home and/or school access to an internet-connected Windows, Mac, or Chromebook device, with a Chrome web browser updated to the latest version.
- The school will whitelist all URLs provided by Tyto Online on all student networks and devices and work with IG to ensure the game works on student devices.

Implementation

- Teachers will utilize the provided online professional development course and attend live sessions offered by IG and the Implementation Manager, as needed.
- Teachers will set up student accounts for Tyto Online access.
- Teachers will provide IG with a schedule of when they plan to use various Tyto Online Modules.
- Teachers will make a plan and effort to utilize Tyto Online as part of their instruction in at least one Module (after which, based on success, they may modify their plan going forward).

Data Sharing

- LEA agrees to surveys/measures and data sharing in exchange for the free PD and licenses provided in this Agreement. This data will be guided by the Evaluation Plan, below.
- LEA agrees to allowing information about research results to be disseminated, which means that information about the participating teachers and aggregated, anonymized data may be shared to demonstrate product success.

EVALUATION PLAN

In exchange for access to the Tyto Online licenses and free PD outlined in this agreement, LEA agrees to participate in research. IG plans to use the data obtained from the STEM Gaming Microgrant awardees to answer research questions, such as whether Tyto Online equally supports students from various backgrounds, and if increased usage results in increased improvements in Science & Engineering Practices and/or STEM Mindsets.

IG will obtain Institutional Review Board (IRB) approval for data collection, ensuring that appropriate data safety and privacy measures are being adhered to.

IG Supported Measures

The identified measures below selected will be provided and scored by IG. IG will provide a link to Google Form or similar tool which students will use to complete the survey or assessment. IG will provide a final report to LEA after all measures are collected, but can also provide interim data on request. Pre-Tests must be done before implementation of Tyto Online begin with students, then surveys will be provided to groups of students during or after usage, and the post-tests will be done after use of Tyto Online.

The IG team will reach out to LEA teachers to coordinate assessments, so that it should be a low burden on teachers to then plan and hand-out links and ensure students will complete them.

- * [Beforehand] Parent Consent Form (Informed Consent from IRB)
- * [Pre-Test] Student Science & Engineering Practices Measure (baseline)
- * [During/Post] 1-2 Teacher Feedback Surveys
- * [During/Post] 1 Student Feedback Survey
- * [Post-Test] Student Science & Engineering Practices Measure
- * [Post-Test] STEM Mindsets (engagement, self-efficacy, STEM career interest, etc.)

School-Provided Data

IG requests that LEA provide student demographic data, which include:

- * Racial/Ethic Background;
- **★** Sex/Gender:
- * Free/reduced lunch status (as a proxy for socioeconomic status);
- ♣ English Language Learner and Special Education status.

We recognize that these are privileged pieces of student data, which would be held in an encrypted status, and completely de-identified as soon as possible. Identification could be in the form of a student ID (rather than student name) that IG will then replace in the final held data after matching pre/post assessment data with demographics.

IG will work with LEA to determine the best way to receive this data. If this data is deemed too sensitive to provide on a student level, LEA may also provide classroom or school-level data in lieu of studentlevel data (although this does not provide the same level of research potential, so is not preferred).

EXHIBIT B Data Privacy & Security

1. **Privacy Compliance.** The parties acknowledge and agree that the parties are subject to federal and local laws relating to protection of personally identifiable information ("PII") of students, including the Family Educational Rights and Privacy Act ("FERPA"), and that IG is obtaining such PII as a "school official" under section 99.31 of FERPA for the purpose of providing the Services included in this agreement.

- i. In addition to FERPA, IG shall comply with federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to IG; the services being provided by IG; IG's business, equipment, and personnel engaged in operations covered by this contract; and the protection of Pupil Records and PII, including but not limited to the Children's Online Privacy Protection Act (COPPA) and NY-2D.
- **ii.** To accomplish this, IG will follow the confidentiality provisions as set forth in this Agreement and IG's Privacy Policy, which can be found at www.tytoonline.com/privacy. IG is authorized to make changes to the Privacy Policy during the Service Term, with one week notice to LEA.
- 2. Employee Obligation. IG shall ensure all employees and agents who have access to Student Data or teacher or principal data are or will be trained to comply with federal and state laws governing confidentiality of such data, prior to receiving access. IG agrees to require and maintain a confidentiality agreement from each employee with access to Student Data.
- 3. Parent Access. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review PII on the pupil's records and correct erroneous information. PII can be viewed by the LEA within the teacher dashboard administration account for the Service. In the event that a parent or a pupil contacts IG to review any of the Student Data accessed pursuant to the Services, IG shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- **4. Removal of Data.** IG will either delete or return, within a commercially reasonable period of time but not to exceed 45 days, all personally identifiable information upon the expiration of any agreement when requested to do so by notification from the LEA. IG may offer student, parent or legal guardian of a student to choose independently to establish or maintain an electronic account with IG after the expiration of such contract for the purpose of retaining their student-generated progress and account in Service, independent of the LEA.
- **5. Data Security.** IG agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of IG are set forth below. The measures shall include, but are not limited to:
 - i. Passwords and Employee Access. IG shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data by employing security safeguards that meet industry standards and best practices, which may include encryption, multi factor authentication, and similar tools and methods. As technology changes, IG will use equivalent tools and methods to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data. IG shall only provide access to Student Data to employees or contractors that are performing the Services.
 - ii. Security Protocols. Both parties agree to maintain security protocols that meet industry best practices in the transfer and transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. IG shall maintain all data obtained or generated in a secure computer environment and not copy, reproduce, or transmit Student PII except as necessary to fulfill services and requests of the LEA.
 - **iii. Security Technology.** When the service is accessed, Secure Socket Layer ("SSL") or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption for PII.

- IG shall host data in an environment using a firewall that is periodically updated according to industry standards.
- **iv. Periodic Risk Assessment.** IG further acknowledges that agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- **v. Breach Notification Process.** IG, within one (1) business day of discovery, shall report to LEA any use or disclosure of Pupil Records not authorized by the Agreement or otherwise authorized in writing by the LEA. IG's report shall identify: (i) the nature of the unauthorized use of disclosure; (ii) the Student Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what IG has done or shall do to mitigate the effect of the unauthorized use or disclosure, and (v) what correction action IG has taken or shall take to prevent future similar unauthorized use of disclosure.

MEMORANDUM OF AGREEMENT

THE PENNSYLVANIA STATE UNIVERSITY, COLLEGE OF EDUCATION, CURRICULUM AND INSTRUCTION FIELD EXPERIENCES

AND

Reach Cyber Charter School Cooperative Pre-Service Field Students and Student Teaching Program: Elementary and Secondary Education

The Pennsylvania State University, College of Education, hereafter designated as the College, and the Reach Cyber Charter School, hereafter designated as the District, agree to operate a Cooperative Pre-Service Field Students and Student Teaching Program at the District effective January 19, 2021 through June 30, 2024. The following items represent understandings of agreement reached relative to this cooperative relationship.

- I. A. The College will arrange to place a mutually agreed upon number of field experience students at the District during each of the two academic semesters effective January 19, 2021 through June 30, 2024. These students will be individuals enrolled in the College's Department of Curriculum and Instruction who are pursuing either elementary certification (PreK-4 or 4-8) or secondary education certification programs in English/ language arts, mathematics, science, social studies/ citizenship, or world languages. These students will be individuals enrolled in either the College's pre-service field experience (CI 495A or CI 495C) or in the College's student teaching field experience (CI 495D/F or E).
 - B. Each student will be assigned to a mentor teacher, mutually agreed upon and selected by the College faculty and the District personnel. The mentor teacher, in each instance, will provide (1) guidance, assistance, and feedback for the preservice student or student teacher, and will provide opportunities for the student to practice knowledge and skills from The Pennsylvania State University coursework in the classroom setting, and (2) evaluation using The Pennsylvania State University provided evaluation form. The mentor teacher may select to host a pre-service field experience student for a period of 6 (CI 495C) or 10 weeks (CI 495A), a student teacher for 15 weeks, or a mentor may select to host a student whose pre-service and student teaching experience is "linked" across two College semesters.
 - C. The period of time during which student teachers will be on assignment at the District will parallel the period of the academic semesters at the College. Each student teacher will spend approximately 15 weeks at the District, so that the period of assignment will be similar to that of other student teachers placed at other practicum locations in the Commonwealth. The period of time during which pre-service field experience students will be on assignment at the District will be 6-10 weeks.

- D. College faculty and graduate assistants will be available to periodically supervise pre-service field experience students and student teachers. They will perform the supervisory responsibilities in harmony with the standards and practices published by the Department of Curriculum and Instruction's Office of Field Experience, which will also provide and collect the appropriate student teaching evaluation forms upon the conclusion of each semester.
- E. Financial Consideration: The College will pay a lump sum honorarium of \$300 to each teacher who mentors a student teacher (CI 495D/F or E student). The payment will be distributed directly to the mentor teacher at the end of the semester that he or she hosts a student teacher. No money will be paid to mentors who host pre-service field experience students (CI 495A or 495C).
- II. At any time a mentor teacher or a District administrator wishes assistance or support in connection with any aspect of the above program, he or she is free to contact the Coordinator of the Department of Curriculum and Instruction's Office of Field Experiences.
- III. Students selected for a placement at the District will have signed a statement indicating that they are aware of the fact they are in that location in a guest/ host relationship. Any student whose professional performance or conduct is not consistent with the educational and philosophical objectives and the overall direction of the District will be withdrawn by the District or by the College. In practice, it will be the College's responsibility to advise the student of any such action which is to be taken.
- IV. Prior to the start of the field experience, students selected for a placement at the District will have obtained background clearances: Pennsylvania Department of Education Arrest/Conviction Report & Certification (Act 24), Pennsylvania State Police Criminal Records (formerly Act 34) and Pennsylvania Child Abuse History Clearance (formerly Act 151), Federal Bureau of Investigation Criminal Clearance (Act 114) through the Pennsylvania Department of Education. The College agrees to provide Act 126 training for its students prior to placement in the program. Any student who does not obtain these items will be withdrawn from the field experience. It will be the College's responsibility to collect copies of these clearances and certificate of completion for training and, if the District wishes, share these documents with designated District administrators.
- V. The College agrees to inform its students that they must undergo a tuberculin skin test prior to placement. It will be the student's responsibility to provide the District with a form, completed and signed by the physician responsible for performance of the test that indicates either (1) a nonsignificant Mantoux test reaction using the two-step skin test procedure, or a nonsignificant multiple puncture test reaction; or (2) a significant tuberculin skin test reaction, with a negative chest x-ray for current tuberculosis disease.

- VI. In order to maximize the professional advantages of this program, not only to the student participants who come to the District, but also to the District itself and to the College, continued input from individuals at the District and at the College is essential. Changes in the program will be possible only as such feedback from the District and the College are discussed and mutually agreed upon.
- VII. The College agrees that it will inform its student to secure personal medical coverage prior to placement. Students will be required to complete an attestation form stipulating that they have personal medical coverage and that said coverage is the primary coverage if injured or becoming ill while student teaching in the Reach Cyber Charter School.
- VIII. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defenses as a result of entering into this agreement.

If either party decides to dissolve the relationship, advanced notice must be given in the interest of those students in the program. This notification period must be initiated before the beginning or on the first day of the prior semester.

The authorized signatures below confirm the above agreement:

Date

Jane Swan
CEO
Reach Cyber Charter School

Manualy Jahan
Date

Assistant Treasurer
The Pennsylvania State University