



# Reach Cyber Charter School

## Reach Cyber Charter School

### Board Meeting

Published on February 9, 2023 at 5:11 PM EST  
Amended on February 10, 2023 at 11:59 AM EST

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#### Date and Time

Wednesday February 15, 2023 at 9:00 AM EST

#### Location

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

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>9:00 AM</b>
<b>A.</b> Roll Call			
<b>B.</b> Call the Meeting to Order		David Taylor	

#### II. Public Comment

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

Purpose	Presenter	Time
<p>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.</p>		

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**

- |                       |              |
|-----------------------|--------------|
| A. Approval of Agenda | David Taylor |
|-----------------------|--------------|

**IV. Oral Reports**

- |                 |           |
|-----------------|-----------|
| A. CEO's Report | Jane Swan |
|-----------------|-----------|

1. Enrollment Update
2. Student Update -- David Balogun graduates at 9!

- |                    |                |
|--------------------|----------------|
| B. Staffing Update | Michael Garman |
|--------------------|----------------|

- |                     |                  |
|---------------------|------------------|
| C. Financial Report | Karen Yeselavage |
|---------------------|------------------|

**V. Consent Items**

- A. Approval of Minutes from the January 18, 2022 Board Meeting
- B. Approval of Staffing Report
- C. Approval of Pearson Invoice(s) for January

**VI. Action Items**

- A. Election for the Treasurer position for the Board of Trustees
- B.

	Purpose	Presenter	Time
Approval of Compliance Policies			
<b>C.</b> Approval of Updates to Tuition Reimbursement Policy		Michael Garman	
<b>D.</b> Approval of Agreement with GDC IT for in office equipment		Scott Shedd	
<b>E.</b> Approval of Contract with Staffing Firms		Michael Garman	
1. GHR Education			
2. Aspire Educational Services			
3. Soliant			
<b>F.</b> Approval of Spring Grocery Certificates for families		Rachel Graver	
<b>G.</b> Approval of Agreement with Devine Partners		Scott Stucio	
<b>H.</b> Approval of additional funding for High School Prom		Scott Stuccio	
<b>I.</b> Approval of Qualtrics Proposal		Rachel Graver	
<b>VII. Information Items</b>			
<b>A.</b> School Success Partner (SSP) Update		Laura Johnson	
<b>B.</b> Introduction to Board on Track		Board on Track Team	
<b>C.</b> Update from Special Education		Gregory McCurdy	
PASA 1.0 Percent Participation Threshold Justification			
<b>VIII. Strategic Planning</b>			
<b>A.</b> First Semester Academic Update		Staff	
<b>B.</b> Outreach Update		Scott Stuccio	
<b>C.</b> National School Choice Week Update		Brandie Karpew	
<b>D.</b> Approval of MOU with York Culinary Arts		JD Smith	
<b>E.</b> Approval of MOU with Weary Arts Group		JD Smith	

	Purpose	Presenter	Time
<b>F.</b>	Approval of MOU with Jason Phillips Realty team	JD Smith	
<b>G.</b>	Approval of MOU with Walden University	Lee Ann Ritchie	
<b>H.</b>	Approval of MOU with Mercyhurst University	JD Smith	
<b>I.</b>	Approval of Cost Proposals for 23-24 kits (STEM, Math, OT)	Andy Gribbon	

**IX. Executive Session**

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

**X. Closing Items**

**A. Adjourn Meeting**

Adjournment and Confirmation of Next Meeting – Wednesday, March 15, 2023 at 9:00 a.m.

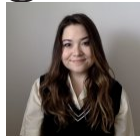
# Coversheet

## CEO's Report

**Section:** IV. Oral Reports  
**Item:** A. CEO's Report  
**Purpose:**  
**Submitted by:**  
**Related Material:** David Balogun 3.docx  
David Balogun 1.docx  
David Balogun 2.docx

AdChoices  
TRENDING

# Real-life Doogie Howser: Boy, 9, becomes one of the youngest-ever high school graduates



By **Sarah Do Couto** Global News

Posted February 6, 2023 1:09 pm

Updated February 6, 2023 4:30 pm

**WATCH:** A nine-year-old boy made history this month for graduating from high school in Pennsylvania — the youngest in the world. As David Balogun's parents say, they're already looking into universities.

Nine-year-old David Balogun is a certified class act.

Balogun, who lives with his family in **Pennsylvania**, became one of the **youngest-ever** high school graduates — and he's already finished a semester of community college.

The nine-year-old **began high school** just before the **COVID-19** pandemic in 2020. He attended Reach Cyber Charter School and graduated with an over 4.0 GPA before 2022 came to a close.

Balogun's mother, Ronya Balogun, told the outlet that he was tested for giftedness in Grade 1. He skipped several grades in elementary school and has a particular interest in science and computer programming.

His parents, both of whom have advanced degrees, said it can be challenging to raise a child with such advanced intellect. Though Balogun is like any other nine-year-old — he plays sports and the piano and is working on his martial arts black belt — his parents had to think “outside of the box” in terms of his education.

“He's a nine-year-old with the brain that has the capacity to understand and comprehend a lot of **concepts beyond his years** and sometimes beyond my understanding,” Ronya told the local news outlet WGAL.

Balogun, who is already a member of Mensa, the largest high-IQ society in the world, said he wants to be an astrophysicist who studies black holes and supernovas in the future.

One of Balogun's science teachers, Cody Derr, said he is the type of student "who changes the way you think about teaching."

Balogun currently attends Bucks County Community College, where he has obtained a few credits already. His family is currently searching for other colleges or universities that may be a good fit for the nine-year-old.

Harvard University, however, may not be in the cards for Balogun — or at least not yet.

"Am I going to throw my nine-year-old into Harvard while I'm living in Pennsylvania?" asked Balogun's father Henry. "No."

There is only one known person to ever finish high school before the age of nine. Michael Kearney holds the Guinness World Record for being the **youngest person** to complete secondary education at the age of six. In his teens and 20s, after graduating from the University of South Alabama at 10, Kearney won US\$1 million on the game show *Gold Rush*.



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# Who Wants to Be an Astrophysicist Graduates from High School: 'Inspirational Kid'

Pennsylvania boy David Balogun recently graduated high school and is now considering top universities to pursue his dream of becoming an astrophysicist

By [Rebecca Aizin](#)

Published on February 6, 2023 12:16 PM

While most 9-year-old students are eagerly anticipating graduating from elementary school, this Pennsylvania boy just got his high school diploma.

David Balogun, 9, recently [received a diploma from Reach Cyber Charter School](#), which is based in Harrisburg, after taking online classes, according to NBC affiliate WGAL.

This achievement makes David one of the youngest people to graduate from high school, reported [The Guardian](#).

David [started high school right before COVID-19](#) closed school doors in early 2020, and continued his studies virtually ever since, according to Insider. Per the outlet, he ended up graduating in three years with a 4.0 GPA.

"David was an inspirational kid, definitely one who changes the way you think about teaching," science teacher Cody Derr told WGAL.

Alongside hobbies that include playing the piano and martial arts, the child prodigy is passionate about science and computer programming, and already has career aspirations to become an astrophysicist, he told the local station.

"I want to be an astrophysicist, and I want to study black holes and supernovas," he said.



To help him pursue his passions, Davis has already completed a semester at Bucks County Community College, and his parents are currently weighing options for college, per WGAL.

However, as he is still a child, they're hesitant to send him somewhere too far from home.

["We're still kind of grappling with all these things](#), if that makes any sense, to figure out what is the right fit," mom Ronya Balogun told Insider.

"You can imagine a 9-year-old running around a campus by himself," added his dad, Henry Balogun. "It's difficult for him to focus on what adults usually like to focus on. And they might see him as 'OK, where is the parent? Where is your dad?' Or 'where is your mom?'"

So far, the family told the outlet that they're still considering Ivy League institutions such as Harvard University, Princeton University and the University of Pennsylvania.





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## 9-year-old boy graduates from Harrisburg-based high school

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Updated: 6:52 PM EST Feb 3, 2023

## **Barbara Barr**

High school graduation is always a special time in a student's life.

But for a Bucks County boy, his graduation is making history – he's just 9 years old.

David Balogun received a diploma from Reach Cyber Charter School, which is based in Harrisburg.

"They didn't bog me down. They also advocated for me, saying, 'He can do this. He can do that,'" Balogun said.

He took classes remotely from his home in Bensalem. He loves science and computer programming.

"I want to be an astrophysicist, and I want to study black holes and supernovas," he said.

Balogun's parents have advanced degrees but raising a young son with extraordinary intellectual gifts is challenging.

"I had to get outside of the box. Playing pillow fights when you're not supposed to, throwing the balls in the house. He's a 9-year-old with the brain that has the capacity to understand and comprehend a lot of concepts beyond his years and sometimes beyond my understanding," Balogun's mother, Ronya, said.

A member of Mensa, Balogun credits a number of favorite teachers.

He taught them a thing or two in just the few years it took him to get through the 12th grade.

"David was an inspirational kid, definitely one who changes the way you think about teaching," science teacher Cody Derr said.

After completing a semester at Bucks County Community College, Balogun's family is looking at colleges and universities to try to find the right fit.

"Am I going to throw my 9-year-old into Harvard while I'm living in PA? No," Balogun's father, Henry, said.

Balogun's favorite thing is learning, but he also plays sports and the piano. He's working on his black belt in the martial arts.

# Coversheet

## Staffing Update

**Section:** IV. Oral Reports  
**Item:** B. Staffing Update  
**Purpose:**  
**Submitted by:**  
**Related Material:** Board Staffing Report-February\_2023.pdf

## REACH Staffing Report February 2023

	Current Staff	Hires SYTD	Departures SYTD
<b>10-month Staff</b>	673	74	32
<b>12-month Staff</b>	122	19	5
<b>Grand Total</b>	<b>795</b>	<b>93</b>	<b>37</b>

### New Hires

First Name	Last Name	Job Title	Compensation	Start Date
John	Fawcett	Associate Information Security Engineer	\$62,500	1/23/2023
Hallie	Duffy	Family Mentor	\$51,000	1/31/2023
Shakera	Holmes	Family Mentor	\$60,000	1/31/2023
Lillian	Gardner	Administrative Assistant I	\$44,720	2/7/2023
Laurie	Super	Teacher - Special Education	\$61,500	2/7/2023
Abigail	Smith	Administrative Assistant I	\$45,760	2/7/2023
Danni	Warren	Enrollment Specialist	\$44,500	2/21/2023
Jessica	Martin	School Social Worker	\$59,000	2/21/2023
Melinda	Daley	Teacher - Middle School	\$53,000	2/28/2023
Laura	Nolan	Teacher-Middle School	\$65,500	3/14/2023
Kristin	Barnett	School Nurse	\$62,500	3/28/2023
Steve	Swann	Teacher - Middle School	\$53,500	4/4/2023
Michelle	Bower	Teacher - Special Education	\$62,500	4/4/2023



## REACH Staffing Report February 2023

### Position Changes

First Name	Last Name	Former Position	New Position	Compensation	Start Date
Jennifer	Izing	Substitute Teacher	Teacher - Special Education	\$59,000	1/16/2023
Meaghan	Mace	Teacher - Middle School (Grade 8)	Teacher - Middle School (Algebra)	\$54,795	1/31/2023
Mariyam	Chitsaz	Electives Teacher - Elementary	Electives Teacher - High School	\$52,470	1/31/2023
Bryann	Hilty	Electives Teacher - Elementary	Electives Teacher - High School	\$55,560	1/31/2023
Laura	Jecker	Teacher - Elementary	Electives Teacher - Middle School	\$59,819	1/31/2023
Stacey	Baker	Teacher - Special Education	Supervisor of Special Education	\$80,000	2/1/2023
Jim	Pierce	Teacher - Elementary	Math Improvement Facilitator	\$79,700	2/1/2023
Christin	Sankey	Lead Community Coordinator	Manager of School Community Outreach	\$75,845	2/1/2023
Erik	Wiedman	Manager of Counseling Services	Director of Counseling	\$99,015	2/1/2023

### Departing Employees

First Name	Last Name	Job Title	Last Day Worked
Toshia	Snead	Teacher - Special Education	1/18/2023
Shayna	Willis	Teacher - Middle School	1/20/2023
Bryan	Khl	Math Specialist	1/30/2023
Kayla	Mills	Teacher - Special Education	1/31/2023
Rachel	Parker	Director of Counseling	2/1/2023
Daniel	Ladislaw	Middle School Principal	2/3/2023
Maggie	Fitchett	Speech Language Pathologist	2/24/2023
Kisha	Williams-Baretto	Regional Community Coordinator	3/17/2023

# Coversheet

## Financial Report

**Section:** IV. Oral Reports  
**Item:** C. Financial Report  
**Purpose:**  
**Submitted by:**  
**Related Material:** Treasurers Report Feb2023.pdf

**Reach Cyber Charter School**  
**Balance Sheet**  
**1/31/23**

**ASSETS:****Cash and Short Term Investments:**

PNC Checking	\$ 5,352,515
PNC Money market Account	\$ 13,469,399
PNC Investment Account	\$ 42,755,959
<b>Total Cash and Short Term Investments</b>	<b><u>\$ 61,577,873</u></b>

**Other Current Assets:**

Local District Receivables- Prior Year	\$ 310,790
Local District Receivables- Current Year	\$ 7,730,417
Federal and State Program Receivables	\$ 12,641
Allowance for Doubtful Accounts	\$ (304,347)
Prepaid Expenses	\$ 683,099
<b>Total Other Current Assets</b>	<b><u>\$ 8,432,600</u></b>

**Other Current Assets:**

Security Deposit	\$ 8,917
Deposits on Equipment	\$ 78,966
Other Receivables	\$ 4,121
<b>Total other Assets</b>	<b><u>\$ 92,004</u></b>

**Fixed Assets:**

Computer Hardware	\$ 1,763,171
Equipment	\$ 512,318
Leasehold Improvements	\$ 178,090
Furniture	\$ 105,434
Accum Depr:Computer Hardware	\$ (366,044)
Accum Depr:Equipment	\$ (76,622)
Accum Depr:Leasehold Improvements	\$ (58,526)
Accum Depr: Furniture	\$ (79,016)
<b>Net Fixed Assets</b>	<b><u>\$ 1,978,805</u></b>

**TOTAL ASSETS** **\$ 72,081,282**

**LIABILITIES:****Current Liabilities:**

Due to Connections Academy	\$ 3,742,683
Accrued payroll, taxes, pension and withholdings payable	\$ 81,397
Accounts Payable	\$ 1,279,431
Due to Local Districts	\$ 455,700
Unearned Revenue	\$ 1,635,372
<b>Total Current Liabilities</b>	<b><u>\$ 7,194,583</u></b>

**TOTAL LIABILITIES** **\$ 7,194,583**

**FUND BALANCE:**

Invested in Capital	\$ 1,978,805
Reserved Fund Balance	\$ 32,325,490
Undesignated Fund Balance	\$ 30,582,404
<b>Total Fund Balance</b>	<b><u>\$ 64,886,699</u></b>

**TOTAL LIABILITIES AND FUND BALANCE** **\$ 72,081,282**

**REACH CYBER CHARTER SCHOOL  
REVENUE AND EXPENSE STATEMENT- BUDGET TO ACTUAL  
2022-2023 YEAR TO DATE AS OF 1/31/23**

	<u>January 2023</u>	<u>YTD Through 1/31/2023</u>	<u>2022/2023 Approved Budget</u>
<b>Revenues:</b>			
Function 6000- Local Sources	\$ 10,638,941	\$ 67,919,770	\$ 124,013,036
Function 7000- State Sources	\$ -	\$ 5,668	\$ 147,500
Function 8000- Federal Sources	\$ 921,940	\$ 5,423,286	\$ 16,813,652
<b>TOTAL REVENUES</b>	<b><u>\$ 11,560,881</u></b>	<b><u>\$ 73,348,724</u></b>	<b><u>\$ 140,974,188</u></b>
<b>Expenditures:</b>			
Function 1000- Regular Instructional Programs			
100- Salaries	\$ 3,858,582	\$ 15,392,537	\$ 33,856,094
200- Employee Benefits	\$ 790,782	\$ 4,470,515	\$ 10,038,332
300- Purchased Professional and Tech Svcs (Note 1)	\$ 3,172,734	\$ 17,996,976	\$ 37,741,275
400- Purchased Property Services	\$ 4,930	\$ 59,118	\$ 250,000
500- Other Purchased Services	\$ 15,224	\$ 740,246	\$ 3,250,000
600- Supplies	\$ 564,805	\$ 2,437,111	\$ 11,492,000
700- Property	\$ -	\$ 254,394	\$ 9,489,150
800- Dues, Fees and Other	\$ -	\$ 2,021	\$ 25,000
Subtotal 1000- Regular Instructional Programs	<u>\$ 8,407,056</u>	<u>\$ 41,352,919</u>	<u>\$ 106,141,851</u>
Function 2000- Support Services			
100- Salaries	\$ 2,176,751	\$ 9,979,884	\$ 20,834,549
200- Employee Benefits	\$ 560,631	\$ 3,144,631	\$ 6,177,444
300- Purchased Professional and Tech Svcs	\$ 356,965	\$ 2,238,162	\$ 12,327,586
400- Purchased Property Services (Note 2)	\$ 41,780	\$ 566,219	\$ 636,000
500- Other Purchased Services	\$ 56,848	\$ 448,874	\$ 4,345,000
600- Supplies	\$ 57,905	\$ 886,800	\$ 390,000
700- Property	\$ 31,732	\$ 10,341,404	\$ 2,436,730
800- Dues, Fees and Other	\$ 23,067	\$ 112,434	\$ 175,000
Subtotal 2000- Support Services	<u>\$ 3,305,679</u>	<u>\$ 27,718,407</u>	<u>\$ 47,322,308</u>
Function 3000- Noninstructional Student/Community Svcs			
300- Purchased Professional and Tech Svcs	\$ 86	\$ 15,519	\$ 36,000
400- Purchased Property Services	\$ 2,462	\$ 13,175	\$ 35,000
500- Other Purchased Services	\$ 1,676	\$ 15,731	\$ 222,000
600- Supplies	\$ 11,260	\$ 1,237,664	\$ 4,010,000
800- Dues, Fees and Other	\$ 628	\$ 81,502	\$ 120,000
Subtotal 3000- Noninstructional Services	<u>\$ 16,111</u>	<u>\$ 1,363,592</u>	<u>\$ 4,423,000</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 11,728,847</u></b>	<b><u>\$ 70,434,917</u></b>	<b><u>\$ 157,887,159</u></b>
<b>NET INCREASE/ (DECREASE)</b>	<b><u>\$ (167,966)</u></b>	<b><u>\$ 2,913,807</u></b>	<b><u>\$ (16,912,971)</u></b>
Adjustment for capitalized assets and depreciation		\$ (1,151,385)	
Beginning Fund Balance not invested in capital		\$ 61,145,472	
Ending Fund Balance Not Invested in Capital		\$ 62,907,894	
Fund Balance Invested in Capital		<u>\$ 1,978,805</u>	
<b>TOTAL ENDING FUND BALANCE</b>		<b><u>\$ 64,886,699</u></b>	

(Note 1) Includes monthly Pearson fees charged per student; See page 3 of Treasurer's Report for detail

(Note 2) Includes \$2083.33 of monthly Pearson facilities support services fee

**REACH CYBER CHARTER SCHOOL  
PEARSON FEES  
2022-2023 YEAR TO DATE AS OF 1/31/23**

Description	Rate	Months	Enrollment/Unit	Budgeted 22-23 (1)	January	YTD Through 1/31/23	Projected 22-23 (2)
Curriculum and Instructional Support Services - Upfront	\$425		Total Enrollment	4,364,750	\$ 263,606	\$ 2,244,310	\$ 4,766,362
Curriculum and Instructional Support Services - Monthly	\$130	9	Current Enrollment	9,243,000	\$ 934,830	\$ 3,711,760	\$ 10,093,473
Student Connexus License	\$70	9	Current Enrollment	4,977,000	\$ 503,370	\$ 1,998,640	\$ 5,434,947
Student Technology Assistance Services - Upfront	\$400		Total Enrollment	4,108,000	\$ 248,100	\$ 2,112,296	\$ 4,485,988
Student Technology Assistance Services - Monthly	\$63	9	Current Enrollment	4,479,300	\$ 453,033	\$ 1,798,776	\$ 4,891,452
Enrollment/Placement/Student Support Services - Upfront	\$525		Total Enrollment	5,391,750	\$ 325,631	\$ 2,772,404	\$ 5,887,859
Enrollment/Placement/Student Support Services - Monthly	\$30	9	Current Enrollment	2,133,000	\$ 215,730	\$ 856,560	\$ 2,329,263
School Operations Support Services	\$65	9	Current Enrollment	4,621,500	\$ 467,415	\$ 1,855,880	\$ 5,046,737
Professional Development Services	\$125	9	Current Staff	905,625	\$ 97,750	\$ 389,500	\$ 921,375
School Staff Support Services	\$212	9	Current Staff	1,535,940	\$ 165,784	\$ 660,592	\$ 1,562,652
Direct Course Instruction Service	\$2.75		0	270,575	\$ 20,012	\$ 98,988	\$ 270,575
Short Term Sub Teaching Services	\$300		0	29,400	\$ -	\$ -	\$ 29,400
Facilities Support Services	\$25,000		1	25,000	\$ 2,083	\$ 14,582	\$ 25,000
<b>Total Connections Products and Services</b>				<b>42,084,840</b>	<b>3,697,345</b>	<b>\$ 18,514,288</b>	<b>\$ 45,745,083</b>

2022-2023 Enrollment:		
	(1)	(2)
	Annual Budget	Annual Forecast
Forecasted Staff FTE's	805	819
Forecasted Funded Enrollment	7,900	8,627
Forecasted Total Enrollment	10,270	11,215

# Coversheet

## Approval of Minutes from the January 18, 2022 Board Meeting

**Section:** V. Consent Items  
**Item:** A. Approval of Minutes from the January 18, 2022 Board Meeting  
**Purpose:**  
**Submitted by:**  
**Related Material:** 2023\_01\_18\_board\_meeting\_minutes (1).pdf

DRAFT



# Reach Cyber Charter School

## Minutes

Reach Cyber Charter School

Board Meeting

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### Date and Time

Wednesday January 18, 2023 at 9:00 AM

### Location

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

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Date and Time : Wednesday January 18, 2023 at 9:00 AM EST

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?](https://reach-connectionsacademy-org.zoom.us/j/2666552472?pwd=UDByREJIYXJJNXVkoHY4OWdwa0FWZz09)

pwd=UDByREJIYXJJNXVkoHY4OWdwa0FWZz09

Meeting ID: 266 655 2472

Passcode: QWMw5V

Phone +1 301 715 8592 US

Meeting ID: 266 655 2472 Passcode:250287

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### Trustees Present

David Taylor (remote), Gail Hawkins Bush (remote), Marcella Arline (remote), Paul Donecker (remote)

### Trustees Absent

Anthony Alexander, Dave Biondo

### Guests Present

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Alicia Swope (remote), Andy Gribbin, April Kretchman (remote), Brandie Karpew, Christopher Barrett (remote), Clara Keeports (remote), Cody Smith, Corey Groff, Daniel Ladislav, Devin Meza-Rushanan, Gregory McCurdy, JD Smith, Jane Swan, Karen Yeselavage, Katherine Rutkowski, Kelly McConnell, Laura Johnson (remote), LeeAnn Ritchie, Lisa Blickley (remote), Maurine Hockenberry (remote), Michael Garman, Mike Hinshaw (remote), Patricia Hennessy (remote), Rachel Graver, Scott Shedd, Stephanie Bost (remote), Tina Marteney (remote)

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## I. Opening Items

### A. Roll Call

### B. Call the Meeting to Order

David Taylor called a meeting of the board of trustees of Reach Cyber Charter School to order on Wednesday Jan 18, 2023 at 9:07 AM.

## II. Routine Business

### A. Approval of Agenda

David Taylor asked the Board to review the agenda distributed prior to the meeting. The following changes/additions were made to the agenda:

- Add the resignation of David Biondo from the Board of Trustees to Consent Items
- Add the Transition Bonus Proposal to Action Items
- Add review of contract with Vocovision to Action Items
- Postpone Outreach Update under Information Items to next month

Marcella Arline made a motion to approve the agenda as amended.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

## III. Oral Reports

### A. CEO's Report

Enrollment Update: Jane Swan, CEO, reviewed the current enrollment numbers for the school, noting trends in enrollment.

### B. Staffing Update

1. Staffing Update: Michael Garman, Director of Human Resources, reviewed current staffing levels with the Board highlighting the 793 current staff members and 84% of staff who are 10-month staff. Since the beginning of the school year, 72 employees have been hired and 28 have departed creating a turnover rate of 3 1/2 percent SYTD.

2. Final Benefit costs for 2022 self funded: Lisa Blickley, Manager of Employee Benefits, shared information from the 2023 Benefit Open Enrollment Summary which notes the cost differences between 2022 and 2023.



3. Summary of the tuition reimbursement for the 2021 and 2022 calendar year: Michael Garman and Karen Yeselavage, Director of Finance, shared a summary of the number of staff that took advantage of the Tuition Reimbursement program and the total amount of reimbursements provided to those staff during calendar years 2021 and 2022.

Within this program, eligible staff receive reimbursement for one hundred percent (100%) of tuition costs for up to a maximum of \$5,250 per calendar year for qualified educational expenses and successful completion of eligible undergraduate, graduate, and post-graduate courses in accredited colleges or universities.

4. Summary of the Tier I and Tier II incentive payment: Michael Garman shared information related to the Professional Enhancement program which will incentivize staff to obtain job-related certifications, Instructional II certifications and advanced degrees.

### **C. Financial Report**

Karen Yeselavage, Director of Finance, 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 balance sheet and current forecast.

### **D. Professional Development Reimbursement Program Update**

Michael Garman outlined the professional development reimbursement guidelines for Reach staff. Reimbursements for professional development activities are an allowable expense that may be paid from funds budgeted by the school specifically for professional development activities. Seminars, webinars, workshops, conferences, in-person training events, training and education courses, and participation in professional associations are the most common activities that incur costs.

## **IV. Consent Items**

### **A. Approval of Items from November and December**

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. No changes were noted.

- Approval of Minutes from the November 16, 2022 Board Meeting
- Approval of Staffing Report
- Approval of Pearson Invoice(s) for November and December 2022
- Approval of MOU with the Foundation for Free Enterprise Education (PFEW)
- Approval of MOU with the Center for Aquatic Sciences
- Approval of MOU with Pennsylvania College of Technology
- Approval of State Testing Giveaway Items
- Approval of Proposal from R.L. Snyder Electrical Inc
- Approval of Proposal with HB McClure

Marcella Arline made a motion to approve Consent Items and to approve the minutes from Reach Cyber Charter School on 11-16-22.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

## **V. Action Items**

### **A. Approval of Updates to the Reach Health and Safety Plan**

Rachel Graver, COO, presented on updates made to the Reach Health and Safety Plan.

Marcella Arline made a motion to approve the updates to the Reach Health and Safety Plan.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

### **B. Approval of Benevolent Giving Program for Reach Staff**

LeeAnn Ritchie, CAO, presented on the request for a Benevolent Giving Program for Reach Staff.

Marcella Arline made a motion to approve a Benevolent Giving Program for reach Staff.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

### **C. Approval of Proposal with Mastery Connect and Elevate**

Dr. Kelly McConnell, Director of of Data & Student Assessment, presented a proposal to contract with Mastery Connect and Elevate.

Marcella Arline made a motion to approve the proposal with Mastery Connect and Elevate.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

### **D. Approval of Physical Security Contract with PremiSys**

Scott Shedd, Director of Technology, presented a proposal to supply and install PremiSys access control equipment to secure two IT room doors.

Marcella Arline made a motion to approve the proposal.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

### **E. Approval of Contract with LinkedIn for Talent Solution**

Mr. Garman presented a proposal to contract with LinkedIn Corporation to purchase talent acquisition products known as LinkedIn Recruiter.

Marcella Arline made a motion to approve the proposal.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

### **F. Approval of Updates to the Professional Development Reimbursement Program.**

Marcella Arline made a motion to approve the updates to the Professional Development Reimbursement Program.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

## VI. Information Items

### A. School Success Partner (SSP) Update

Laura Johnson of Pearson Virtual Schools presented on behalf of the School Success Partner (SSP) team. Ms. Johnson updated the Board regarding recent legislative activities in Pennsylvania.

## VII. Strategic Planning

### A. Approval of MOUs

JD Smith, Director of Career Readiness, reviewed the following MOUs included in the Board materials with the Board.

- Approval of MOU with HACC to provide EMT training
- Approval of Agreement with Metro E-Sports Entertainment Group LLC
- Approval of MOU with Young Artist Workshop at Moore College of Art and Design

Marcella Arline made a motion to approve the MOUs and Agreement found in the Board materials.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

## VIII. Executive Session

### A. 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 upon a motion being made, seconded and confirmed via roll call vote of all Board members present. Board members present were: David Taylor, Gail Hawkins Bush, Marcella Arline and Paul Donecker.

Gail Hawkins Bush made a motion to Approve a settlement agreement.

Paul Donecker seconded the motion.

The board **VOTED** to approve the motion.

## IX. Closing Items

### A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:45 AM.

Respectfully Submitted,  
Brandie Karpew

# Coversheet

## Approval of Pearson Invoice(s) for January

**Section:** V. Consent Items  
**Item:** C. Approval of Pearson Invoice(s) for January  
**Purpose:**  
**Submitted by:**  
**Related Material:** Reach January 2023 Invoice Support (1).pdf  
Reach January 2023 Invoice.PDF



# Pearson

**Charges for the Following Period:**

**January 2023**

**Compensation Expenses**

**Enrollment/Unit Based Charges**

Direct Course Instruction Support	20,011.75
Facility Support Services	2,083.33
Monthly Fee per School Staff Member	263,534.00
Monthly Fee per Student	2,574,378.00
Upfront Fee per Student	837,337.50
	3,697,344.58

**Pass Through Expenses**

Internet Subsidy Payment	938.00
Miscellaneous	44,400.54
	45,338.54

***Total Amount Due***

**3,742,683.12**



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**  
 509 S Exeter Street, Suite 202  
 Baltimore, MD 21202  
**Tel:** 1-800-843-0019  
**Email:** poblsalesops@pearson.com  
**Tax ID No:**  
 68-0519943

**Invoice Number :** 91000012497  
**Date :** 08-FEB-2023  
**Due Date :**  
**Payment Terms :**  
**Customer Account :** 3924545  
**Project Number :** 82067707  
**Currency :** USD  
**Shipment Terms :**  
**Purchase Order Number :** REACH  
**Number of Pages :** Page 1 of 2

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>Total Ordered Quantity (No. Of Items)</b></td> <td style="width: 5%;">:</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">2</td> </tr> <tr> <td><b>Net Amount</b></td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$3,742,683.12</td> <td></td> </tr> <tr> <td><b>Tax Total</b></td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td><b>Invoice Total</b></td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$3,742,683.12</td> <td></td> </tr> <tr> <td><b>Amount Due</b></td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$3,742,683.12</td> <td></td> </tr> </table>	<b>Total Ordered Quantity (No. Of Items)</b>	:				2	<b>Net Amount</b>	:	USD		\$3,742,683.12		<b>Tax Total</b>	:	USD		\$0.00		<b>Invoice Total</b>	:	USD		\$3,742,683.12		<b>Amount Due</b>	:	USD		\$3,742,683.12		<p style="text-align: center;"><b>REMITTANCE INFORMATION</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>Make Checks Payable to:</b></td> <td style="width: 40%;"><b>Bank Wire to:</b></td> </tr> <tr> <td>Pearson Virtual Schools USA</td> <td><b>Bank Name</b> : Bank of America N A</td> </tr> <tr> <td>32369 Collection Center Drive</td> <td><b>Bank Address</b> :</td> </tr> <tr> <td>Chicago, IL 60693-0323</td> <td><b>ABA ACH No</b> : 071000039</td> </tr> <tr> <td></td> <td><b>ABA Wire No</b> : 026009593</td> </tr> <tr> <td></td> <td><b>SWIFT Code</b> : BOFAUS3N</td> </tr> <tr> <td></td> <td><b>A/C No</b> : 8188290225</td> </tr> <tr> <td></td> <td><b>Bank Account Name</b> : Connections Education LLC dba Pearson Virtual Schools USA</td> </tr> </table>	<b>Make Checks Payable to:</b>	<b>Bank Wire to:</b>	Pearson Virtual Schools USA	<b>Bank Name</b> : Bank of America N A	32369 Collection Center Drive	<b>Bank Address</b> :	Chicago, IL 60693-0323	<b>ABA ACH No</b> : 071000039		<b>ABA Wire No</b> : 026009593		<b>SWIFT Code</b> : BOFAUS3N		<b>A/C No</b> : 8188290225		<b>Bank Account Name</b> : Connections Education LLC dba Pearson Virtual Schools USA
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<b>Invoice Number:</b> 91000012497							Page 2 of 2
Project Number	Project Agreement Number	Description	Quantity	List Price	Net Price	Tax	Line Total
82067707	REACH	Direct Charges	5		3,697,344.58	0.00	3,697,344.58
82067707	REACH	Pass Through	8		45,338.54	0.00	45,338.54

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	Total Quantity	Subtotal	CGST	SGST	IGST	Total Tax	Invoice Total
		USD	USD	USD	USD	USD	USD
	13	\$3,742,683.12	\$	\$	\$	\$0.00	\$3,742,683.12

Invoice Total	Subtotal	Total Tax	Invoice Total
	USD	USD	USD
	\$3,742,683.12	\$0.00	\$3,742,683.12

# Coversheet

## Approval of Compliance Policies

**Section:** VI. Action Items  
**Item:** B. Approval of Compliance Policies

**Purpose:**  
**Submitted by:**

**Related Material:**

WELLNESS POLICY ON PHYSICAL ACTIVITY AND NUTRITION (R1768989x7ADD1)[11].pdf

ADMINISTRATIVE SEARCH AND SEIZURE POLICY (R1768992x7ADD1)[17].pdf

Corporal Punishment Policy (R1769482x7ADD1)[30].pdf



## **REACH CYBER CHARTER SCHOOL**

### **Board of Trustees**

#### **WELLNESS POLICY ON PHYSICAL ACTIVITY AND NUTRITION**

The Board of Trustees of the Reach Cyber Charter School, in combination with students, parents, administrators, faculty, and staff, is committed to providing a school environment that promotes and protects children's health, well-being, and ability to learn by supporting healthy eating habits and physical activity. As a means to fostering such a school environment, the Board of Trustees of Reach Cyber Charter School sets forth the following goals and adopts the following Wellness Policy on Physical Activity and Nutrition.

#### **School Health Council**

- The Charter School shall create a School Health Council consisting of individuals representing the community, including, but not limited to, parents, students, administrators, members of the Board of Trustees, representatives of the school food authority, and other members of the public. The School Health Council will be charged with assisting in the development, implementation, monitoring, and reviewing of nutrition and physical activity goals for the school community.
- The School Health Council will assist in evaluating the implementation of the Wellness Policy on Physical Activity and Nutrition as measured and informed by data collection and analysis. This evaluation will be conducted, at minimum, biennially.

#### **No School Meals**

- Cyber charter schools are not permitted to participate in the National School Lunch Program pursuant to U.S. Department of Agriculture regulations, and as such, students attending Reach Cyber Charter School are not eligible to participate in the National School Lunch Program.

#### **Nutrition Education**

- Nutrition education will be integrated into other areas of the curriculum, such as math, science, language arts, and social studies at all grade levels.
- Nutrition education will be developmentally appropriate, interactive, and will teach skills needed to adopt healthy eating behaviors.
- Nutrition education materials will be reviewed by a qualified and credentialed nutrition professional, including, but not limited to, a School Food Nutrition Specialist or Registered Dietitian.
- Faculty and staff that teach nutrition education will have appropriate training.

- Informational materials will be provided to students and families to encourage sharing of health and nutrition information and to encourage healthy eating in the home.
- Any marketing of foods and/or beverages undertaken by Reach Cyber Charter School will be consistent with established guidelines and/or standards.

### **Physical Activity**

- Physical activity will be integrated across curricula with activities that are safe, enjoyable, and developmentally appropriate for all students in all grades.
- Faculty and staff will be appropriately trained in integrating physical activity into the various curricular areas.
- Students will be encouraged to participate in physical activity outside of the school environment, in both competitive and non-competitive environments.
- Physical activity will not be used or withheld as punishment.

**TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL.**

DATE ADOPTED:

## **REACH CYBER CHARTER SCHOOL**

### **Board of Trustees**

#### **ADMINISTRATIVE SEARCH AND SEIZURE POLICY**

The Board acknowledges the need to ensure the safety of students, teachers, and staff. As a cyber charter school, Reach Cyber Charter School does not have daily, physical interactions with students, teachers, and staff and their personal belongings. Reach students are not present in a physical educational environment as the education program is delivered through virtual means. As such, there are no desks or lockers related to Reach's students.

Reach Cyber Charter School is committed to maintaining a safe and educational environment for its students and employees. To that end, school employees may, in the appropriate circumstances, and when applicable should a physical presence of the student present itself, legally search a student, a student's personal belongings, a student's automobile parked on school property or at a school sponsored event, and/or a student's school issued computer or a student's personal computer when using Reach Cyber Charter School's network.

Reach Cyber Charter School is authorized to monitor and search a student's internet use, electronic communications, and student webpage content, consistent with the REACH School Handbook. A student's internet use on school issued computers or using Reach Cyber Charter School's network is not considered confidential, and authorized school personnel may monitor a student's computer usage with or without cause.

Searches of students and their personal belongings, except for computer and internet usage as detailed above, must be justified at their inception by reasonable suspicion that policy or law has been violated or is being violated and that evidence of the violation will be disclosed by the search. The search actually conducted must be reasonably related in scope to the circumstances which justified the search at its inception based on the nature of the suspected infraction. The learning coach for each student is also expected to ensure that the student is in compliance since learning coaches are required to attend school-sponsored events or school-sponsored in-person events.

The CEO, the Principal and the vice-principal are authorized, under circumstances justifying such a search as described above, to require students to submit to a search of their general belongings, including but not limited to: clothing, handbags, wallets, and computers. Such searches shall be conducted with an appropriate witness, who may be the parent, learning coach or staff member, and must not be conducted without reasonable suspicion. Clothing searches will be made by persons who are the same gender as the student who is being searched. Except in an emergency, other employees of the School shall not conduct student searches.

Students who do not cooperate with an employee who is conducting a search in accordance with these guidelines and applicable laws and regulations shall be subject to disciplinary action up to

and including expulsion from the School.

Anything found in the course of a search, which is evidence of a violation of the REACH School Handbook or any policies applicable to students, including any acceptable internet/computer use policies, may be:

1. Seized and admitted as evidence in any suspension or expulsion proceeding;
2. Destroyed if it has no significant value;
3. Turned over to the parent of the student from whom it was seized; or
4. Turned over to a law enforcement officer.

Reach Cyber Charter School will notify local law enforcement of the results of any search when required to do so by law, including, but not limited to, the discovery of a weapon or firearm, evidence of any cyber or internet criminal activity, or evidence that puts the safety and health of any students or staff in jeopardy.

**TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL.**

DATE ADOPTED:

## **REACH CYBER CHARTER SCHOOL**

### **Board of Trustees**

#### **Corporal Punishment Policy**

No student, teacher, staff member, or member of the school administration shall use physical force in any manner to cause or to attempt to cause intentional physical injury to a student, teacher, staff member, or member of the school administration.

No teacher, staff member, or member of the school administration shall use physical force in any manner for purposes of student discipline or imposing punishment. Corporal punishment in any form is expressly forbidden.

**TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL.**

DATE ADOPTED:

# Coversheet

## Approval of Updates to Tuition Reimbursement Policy

**Section:** VI. Action Items  
**Item:** C. Approval of Updates to Tuition Reimbursement Policy  
**Purpose:**  
**Submitted by:**  
**Related Material:** Tuition Reimbursement Policy-Final02032023.pdf



## Tuition Reimbursement Policy & Procedure

### Objective

The purpose of this policy is to outline the tuition reimbursement guidelines for all Reach staff. Reach is committed to providing tuition reimbursement for staff who desire to continue their education for their professional and personal development. The following policy establishes reimbursement for qualified educational expenses and successful completion of eligible undergraduate, graduate, and post-graduate courses in accredited colleges or universities.

### Eligibility

Full-time, permanent staff are eligible for tuition reimbursement. Staff must be active when the eligible course begins, at course end, and when reimbursement is requested and paid. Employees on a leave of absence will not be eligible for this benefit until they return to active status. Contractors, Term of Project (TOP), temporary, and part-time staff are not eligible for this benefit.

### Eligible Programs and Courses

The following outlines the program requirements and identifies the eligible courses that qualify for tuition reimbursement:

- Undergraduate degree program and courses that are job-related
- Masters degree programs and courses that are job-related
- Doctoral degree programs and courses that are job-related
- All courses and/or programs must be taken at an accredited institution, college, university, IU, and/or appear on the Federal School Code List
- Approved Intermediate Unit (IU) courses that are job-related and qualify for transferable college credit
- All courses must relate to the employee's present position or future career path with the school

### Program Guidelines

Reach will reimburse eligible staff for one hundred percent (100%) of tuition costs for eligible courses up to a maximum of \$5,250 per calendar year. In addition to tuition, the following fees are eligible for reimbursement up to a maximum of fifty dollars (\$50.00) per semester and count towards the maximum yearly benefit.



## Tuition Reimbursement Policy & Procedure

- Registration fees
- Application fees
- Computer/technology fees
- Administration fees
- Lab fee, if required for the course

For a course to qualify for reimbursement, staff must complete each eligible course with a grade of “C” or higher or “Pass” for a pass/fail course.

Reach provides tuition reimbursement payments on pay dates according to the payroll calendar. Tuition reimbursement payments may take up to two pay periods to appear and the payments show as a separate line item on the pay statement.

All tuition reimbursement payments count towards the maximum tuition benefit for the calendar year in which the tuition reimbursement payments are made.

All tuition reimbursement payments are subject to IRS taxes and regulations.

### Tuition Reimbursement Procedure

Reach utilizes Tuition Manager as the school’s tuition reimbursement request system. Staff should refer to the Tuition Manager Guide for account set-up and access.

Staff must submit all tuition reimbursement requests using Tuition Manager in accordance with the following guidelines:

#### Prior to Course Start

- Submit all requests via Tuition Manager at least ten (10) days prior to course start date.
- Submit all requests prior to starting any course work related to the requested reimbursement.
- Provide the following information for all requests:
  - Title of Course
  - Course description
  - Dates of the course





## Tuition Reimbursement Policy & Procedure

- Staff may be required to pay all tuition and fees prior to being reimbursed at the discretion of the institution they are attending.

### Upon Completion of Course/Program

- Submit the following reimbursement documents to HR through Tuition Manager no later than eight (8) weeks after the course completion date:
  - Proof of final grade (Cumulative course grade reports are not sufficient)
  - Itemize invoice
  - Course/program completion certificate
- To ensure tuition reimbursement payment requests submitted at the end of the calendar year are made from eligible remaining calendar year reimbursement funds, staff must submit requests prior to the last pay date before the holiday break. HR publishes this date via Tuition Manager and Reach Cyber Central. Typically, this date is on or about December 16.
- Staff must be employed by Reach to receive tuition reimbursement payment.

### Denied Requests - Requests may be denied for the following reasons:

- Failure to submit paperwork timely
- Eligibility requirements have not been met
- Incomplete paperwork
- Necessary approvals were not obtained prior to the course beginning
- Course/program is not job-related
- Received the maximum amount of the calendar year tuition reimbursement

### **Tuition Reimbursement Deferral Forms**

Many colleges and universities allow students to defer tuition payments until completion of the course by submitting a tuition reimbursement deferral form. Staff are responsible for coordinating this process with their institution and should coordinate with Human Resources to have the employer portion of the deferral completed by contacting HR at [Reach-HR@reach.connectionsacademy.org](mailto:Reach-HR@reach.connectionsacademy.org)

### **Tuition Reimbursement Repayment Provisions**

Staff who separate from the school within two (2) years after receiving tuition reimbursement payment(s) will be required to pay back a percentage of the tuition reimbursement payment(s) according to the following schedule:



## Tuition Reimbursement Policy & Procedure

- Staff are responsible for one hundred percent (100%) repayment if the employee separates within one (1) calendar year of the course reimbursement date.
- Staff are responsible for fifty percent (50%) repayment if the employee separates within two (2) calendar years of the course reimbursement date.
- Staff who separate more than two (2) years after the course reimbursement date will not be responsible for any repayment.

### Repayment Options

Human Resources will coordinate directly with staff who have an obligation to repay tuition reimbursement at the time of their separation to determine the most appropriate repayment option available to the employee. Human Resources will work with the Director of Finance to recover funds. Repayment options available to staff include:

- Deduct the debt from the employee's final paycheck(s).
- Pay the school directly by personal check, cashier's check, or money order.
- Enter a Tuition Reimbursement Program Debt Repayment Agreement. Reach has sole discretion to offer a repayment agreement through successive payments to satisfy the debt within the following guidelines:
  - The length of the agreement shall not exceed (twelve)12 months
  - The number and amount of successive payments will be mutually determined by the employee and the school
- Any combination of the above repayment options.

Failure to satisfy a tuition reimbursement repayment debt will cause the School to pursue other collection methods and the employee will be responsible for all costs of collection including reasonable attorneys' fees.

### Exceptions:

Any exception to this policy requires the review and approval of the Chief Executive Officer.

# Coversheet

## Approval of Agreement with GDC IT for in office equipment

**Section:** VI. Action Items  
**Item:** D. Approval of Agreement with GDC IT for in office equipment  
**Purpose:**  
**Submitted by:**  
**Related Material:** Global\_Data\_Consultants\_LLC.020835.v1.3 (1).pdf



## **ViewSonic Monitor/ Dell Docks / Logitech combo**

Quote # 020835

Version 1

Prepared for:

### **Reach Cyber Charter School**

Scott Sheed

[ssheed@reachcyber.org](mailto:ssheed@reachcyber.org)

750 East Park Dr suite 204



Harrisburg, PA 17111



Global Data Consultants LLC  
 4530 Lena Drive  
 Mechanicsburg, PA 17055  
 717-262-2080

COSTARS : 199069  
 HW: 003-E22-596  
 SW: 006-E22-234  
 ITQ: 77952

### Hardware

Selected	Description	Price	Qty	Ext. Price
<input checked="" type="checkbox"/>	ViewSonic 24" 1080p 1ms 75Hz FreeSync Monitor with HDMI, DP, and VGA - 24" Monitor - MVA technology - 1920 x 1080p Resolution - 16.7 Million Colors - FreeSync - 250 Nit - 1ms - 75Hz Refresh Rate - HDMI - VGA - DisplayPort 	\$142.07	180	\$25,572.60
<input checked="" type="checkbox"/>	Dell Docking Station - 90 W 	\$218.18	90	\$19,636.20
<input checked="" type="checkbox"/>	Logitech MK270 Wrls Combo	\$20.33	175	\$3,557.75

**Subtotal: \$48,766.55**



Global Data Consultants LLC  
4530 Lena Drive  
Mechanicsburg, PA 17055  
717-262-2080

## ViewSonic Monitor/ Dell Docks / Logitech combo

### Prepared by:

**MEC - Lena Drive**

Brett Miller  
Ph (717) 737-7020  
Fax 717-262-2082  
brettmiller@gdcit.com

### Prepared for:

**Reach Cyber Charter School**

Scott Sheed  
Ph  
ssheed@reachcyber.org

### Quote Information:

**Quote #: 020835**

Version: 1

Delivery Date: 01/20/2023

Expiration Date: 02/17/2023

## Quote Summary

Description	Amount
Hardware	\$48,766.55

**Total: \$48,766.55**

## Payment Options

Selected	Description	Periods	Payments	Amount	
<b>Term Options</b>					
<input checked="" type="checkbox"/>	Hardware Terms	One-Time Payments	One-Time	1	\$48,766.55

## Summary of Selected Payment Options

Description	Amount
<b>Term Options: Hardware Terms</b>	
<b>Total of One-Time Payments</b>	<b>\$48,766.55</b>

Applicable sales tax and shipping & handling charges are not included with this quote unless otherwise noted. However, PEPPM and COSTARS orders do include shipping & handling in the sell price. We reserve the right to cancel orders arising from pricing or other errors or due to drastic market pricing fluctuations.

This quote is valid for 30 days barring changes in pricing and/or availability of products from our vendors. In the case of vendor pricing/availability changes, we will provide a new quote for your approval. Components and products will carry a manufacturer's warranty, direct with the stated manufacturer.

Payments may be sent to GDC IT Solutions, 1144 Kennebec Dr, Chambersburg, PA 17201.

Signature

Date

# Coversheet

## Approval of Contract with Staffing Firms

**Section:** VI. Action Items

**Item:** E. Approval of Contract with Staffing Firms

**Purpose:**

**Submitted by:**

**Related Material:**

Reach Cyber Charter School - Connections Academy - GHR Education Direct Placement Contract.pdf

Reach Cyber Charter School Agreement for Staffing Services.pdf

Reach Cyber Charter School 2023-02-07.pdf

Voco\_-\_Client\_Confirmation\_Addendums\_A\_B\_C\_and\_D\_-\_Soliant.doc.pdf



## **DIRECT PLACEMENT AGREEMENT**

This Healthcare Staffing Agreement (hereinafter "Agreement") is entered into between **Reach Cyber Charter School - Connections Academy** (hereinafter "CLIENT") and **General Healthcare Resources, LLC d/b/a GHR Education** (hereinafter "GHR").

### **DEFINITIONS**

"Candidate" shall be defined as any person directly or indirectly referred to the CLIENT through GHR.

"Referred or Referral," shall be defined as the disclosure of any candidate's identity, presented to the CLIENT, either orally or written for the purpose of employment consideration.

### **GHR**

1. Agrees to provide Personnel who are recruited by GHR to the CLIENT for Direct and or Transitional employment at any of the CLIENT's Facilities.
2. Provide the CLIENT with background information on promoted personnel prior to the interview process.
3. Assign a GHR representative to be available for consultation as needed.
4. Agrees not to directly recruit personnel from CLIENT's current staff.
5. Agrees that any personnel hired by CLIENT solely for direct placement through a GHR referral shall be guaranteed for a period of thirty (30) days from their start date. Should any GHR referred personnel terminate employment for "just cause" or become terminated for "just cause" within the thirty (30) days, GHR will replace the personnel free of charge within sixty (60) days or refund 100% of the placement fee. As it relates to this section and this entire contingency Agreement; both the CLIENT and GHR agree, "just cause" shall not include downsizing, layoff, reorganization, restructuring, or include any forceful changes made to any GHR referred candidate's employment Agreement, just prior to, or just after their start date of employment with the CLIENT.
6. Agrees that all recruitment and candidate sourcing will be conducted on the basis of each candidate's qualifications. It is GHR's company policy to offer equal employment opportunity to all persons without regard to race, color, religion, age, sex, sexual preference, marital status, national origin, political belief, or the presence of a non-job-related medical condition or handicap. All employment advertisements shall identify our company as an "Equal Opportunity Employer, M/F".



**CLIENT**

1. Agrees to accept personnel under the terms and conditions as stated throughout this entire Agreement.
2. Agrees to provide GHR with full disclosure of any open positions that the CLIENT requests to fulfill through GHR’s recruitment department. Full disclosure shall include: all current pay rates and or complete compensation details, all pertinent information pertaining to the CLIENT’s benefits and healthcare plans, detailed position descriptions, and any other pertinent information that will serve to support a successful placement or placements during this Agreement period.
3. Agrees that any candidate presented to the CLIENT by GHR is a valid referral and subject to all terms under this Agreement. CLIENT’s acceptance of any GHR referral shall be considered indisputable and serve as acknowledgment of all terms and conditions and acceptance of GHR’s fee schedule, unless mutually agreed to any modifications in writing.
4. Agrees that GHR’s service fees are on a contingency basis and are payable only if a candidate accepts and enters into employment with the CLIENT or any of the CLIENT’s affiliates within 12-months from GHR’s latest referral date. It is understood that any candidate presented to the CLIENT by GHR cannot be hired directly by the CLIENT for a period of twelve months from the latest referral date, unless otherwise agreed upon by both parties.

If CLIENT hires a GHR referred candidate within twelve months from their latest referral date from GHR; CLIENT must pay GHR the entire placement fee, unless otherwise agreed upon by both parties in writing previous to employment offering or there is proof of candidate’s communication with the client prior to execution of this agreement.

5. Issue payment to GHR within thirty (30) days of the start date of any direct or transitional placement. Any late payments will cause the guarantee period to be null and void. After forty five (45) days, a finance charge may be added to the balance of the invoice at a maximum rate of interest permitted by State Law. Should the account remain outstanding past sixty (60) days, GHR shall have the option to terminate this Agreement and pursue all overdue invoices. Upon collecting any unpaid debt owed to GHR by the CLIENT, GHR shall have the right to charge the CLIENT for any incurred legal costs or excessive administrative costs associated with attempting to receive any unpaid debt owed to GHR by the CLIENT. CLIENT is responsible for all applicable sales taxes, unless the CLIENT is tax exempt and can provide a valid sales tax exemption certificate prior to any placement.
6. Agrees to pay GHR the following fees for all Direct Placements:

**All Level Positions**

CLIENT agrees to pay 20% of the total annual compensation for all Staff Level Positions filled by any GHR referred candidate.

This Agreement shall be in effect from the date of its execution for a minimum period of one (1) year or until it has been terminated by either party giving written notice of such termination to the other party.

In consideration of the mutual promises set forth herein, both parties do adopt this Agreement upon mutual signature.

**Reach Cyber Charter School – Connections Academy  
750 East Park Drive Suite 204  
Harrisburg, PA 17111**

**General Healthcare Resources, LLC  
d/b/a GHR Education  
2250 Hickory Road, Suite 240  
Plymouth Meeting, PA 19462**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

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**Title**

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**Date**

\_\_\_\_\_  
**Date**

## AGREEMENT FOR STAFFING SERVICES

AGREEMENT made this 26<sup>th</sup> day of January 2023 and between Aspire Educational Services, Inc ("Aspire") and Reach Cyber Charter School ("Client") with an address of 750 East Park Drive, Harrisburg, PA 17111 and WITNESSETH:

WHEREAS, Aspire is engaged in the business of supplying highly skilled Independent Contractors to Clients in need of such Independent Contractor services on a limited basis; and

WHEREAS, Client desires to engage Aspire to assist Client with its staffing needs for one or multiple locations as required to satisfy overall staffing needs;

NOW, THEREFORE, in consideration of the promises set forth above, and the mutual covenants and undertakings herein contained, and intending to be legally bound hereby, IT IS AGREED:

### TERMS

1. Engagement. Client engages Aspire to provide contracted staffing services to Client on an "as needed" basis throughout the duration of this Agreement as required by Client. Unless otherwise specified and agreed to, Aspire will not require Client to provide a guaranteed number of fixed hours for Independent Contractor services.

2. Duration. The respective duties and obligations of the parties shall be effective beginning on the date in which this Agreement was executed by the Client. Either party may terminate this Agreement by giving sixty (60) days written notice to the other party prior thereto. In the absence of such notice, this agreement shall continue from year to year upon the same terms and conditions.

3. Qualifications/Hiring/Supervision. Aspire will only refer to Client qualified Independent Contractors who possess the requisite skills within the guidelines of their respective governing body and who fulfill professional standards necessary for Client to meet the standards of the Department of Education and any other applicable accrediting agency. It shall be the responsibility of Aspire to initially screen all Independent Contractors to ensure that any referral meets the foregoing requirements. It is the decision of Client, not Aspire, whether to hire the Independent Contractor. Aspire shall not be responsible for, control, or supervise the rendition of services by Independent Contractor to Client.

4. Client Policies and Procedures. Client will provide to Independent Contractor all pertinent information concerning Client's policies and procedures, including but not limited to, Client's policies in the Independent Contractor's specified department and other clinical areas, general information necessary for Independent Contractor to render services to Client, and all emergency procedures.

5. Proof of Qualifications. Aspire shall require Independent Contractor to produce a proof of license or license eligibility, CPR certification (when required), child abuse clearance, FBI and state background checks, Act 24, Act 168 and any other certification required by the

state accreditation body. Aspire agrees to provide said information to Client within 24 hours from the time of request. If an Independent Contractor subcontracts all or part of the services provided to Client, the Independent Contractor will require all subcontractors to provide the information under paragraph 5 to Aspire.

6. Compensation. Client shall receive invoices from Aspire on a weekly basis, and Client agrees to pay such invoices within fifteen (15) days of receipt of invoice. Nonpayment or delinquent payment could result in an interest charge of 1.5% monthly to Client and or the right of Aspire to discontinue providing referrals under the Agreement until payment is received. The rates to be charged Client for referrals are set forth in Exhibit A and Aspire agrees to maintain these rates for the duration of the Term of service, after which they may be modified at Aspire' discretion upon thirty (30) days' notice. Said rates include the compensation to be paid Independent Contractor for their provision of services to Client. In the event that Aspire uses legal counsel to collect any amount owed under the terms of this Agreement, Client agrees to pay all of Aspire' costs and expenses in connection therewith, including attorneys' fees and costs.

7. Independent Contractor Relationship.

A) Aspire and Client hereby agree that the relationship of Aspire to Client is at all times that of an independent contractor and not that of an employee, partner, agent or joint-venturer of or with Client. Aspire and Client further acknowledge and agree that the relationship between any Independent Contractor and Aspire and any Independent Contractor engaged by Client is at all times that of an independent contractor and not that of an employee, partner, agent or joint-venturer of or with either Aspire or Client.

B) At no time shall any Independent Contractor possess the authority to charge items or incur debts or other financial obligations on behalf of Aspire or bind Aspire to any contracts, agreements, covenants or obligations of any kind whatsoever.

C) Each Independent Contractor referred by Aspire shall perform the duties required by Client consistent with their professional obligations. To the extent that any direction or supervision is required, such direction or supervision shall be provided by Client and not Aspire.

D) In recognition of each Independent Contractor's independent contractor status, Client acknowledges that each Independent Contractor is not prohibited from providing his or her services to others or from engaging in other business(es) during the term of this Agreement, so long as such other activities do not unreasonably interfere with the Independent Contractor's obligations to Client.

E) Neither Aspire nor Client assume any liability or responsibility for any liability incurred by or judgments entered against Independent Contractor for their provision of professional services on behalf of Client. Aspire and Client agree to hold each other harmless for any personal injury or property damage directly or indirectly arising out of or relating to the professional services rendered by Independent Contractor to Client.

8. Aspire Insurance. Aspire agrees that during the term of this Agreement, it shall maintain, at its sole cost and expense, liability insurance with minimum limits of \$1 million/\$3 million. The Certificate of Insurance is available for inspection upon request.

9. Impossibility of Performance. This Agreement is subject to force majeure, and is contingent upon strikes, accidents, acts of God, weather conditions, regulations or restrictions

imposed by any government or governmental agency, or other impediments beyond the control of the parties. If performance hereunder is prevented by any cause of force majeure, then performance of this Agreement shall be excused without penalty to either party for the performance not rendered.

10. No Conflicting Agreements. Client warrants and represents that the execution and performance of this Agreement does not and will not violate or conflict with any contracts, agreements or restrictions to which Client may be a party, or by which Client may be bound and that Client will indemnify, save, defend and hold Aspire harmless for any liability related to a breach of this warranty.

11. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if hand-delivered, or if mailed, postage pre-paid, by certified mail, return receipt requested, to such party, or to such other address as such party shall designate by notice provided herein:

If to Aspire:  
Aspire Educational Services Inc  
1800 Byberry Road, Suite 1404  
Huntingdon Valley, Pa 19006  
Attn: Corporate Counsel

If to Client:  
Reach Cyber Charter School  
750 E Park Ave  
Harrisburg, PA 17111

12. Governing Law. This Agreement shall be governed in all respects, including without limitation, validity, interpretation, effect, performance and enforcement, by the laws of the Commonwealth of Pennsylvania (without application of any principles of conflicts or choice of law that may otherwise be applicable).

13. Non-solicitation/non-circumvention. Client recognizes that Aspire has devoted considerable time, effort and great expense in establishing independent contract relationships with the Referred Professionals it refers to Client and that Aspire can recoup that effort and expense only through making repeated referrals of such Referred Professionals to Client and/or other clients of Aspire. In the event that Client, directly or indirectly does anything to cause a Referred Professional of Aspire to cease or reduce accepting assignments from Aspire to Client or to other clients of Aspire, Client shall pay to Aspire an “interference fee” of one hundred percent (100%) of the Referred Professional’s annual employment compensation including, without limitation, annual base compensation any bonus, and benefits equal to thirty percent (30%) of base compensation. Such fee shall be due and paid within thirty (30) days after Aspire notifies Client that an independent contractor has modified or ceased its relationship with Aspire, which notice shall state the basis for asserting that an act of Client was the cause of such cessation or modification.

14. Confidentiality. Client shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but in no event less than reasonable care, to keep confidential the confidential information of Aspire. Client may disclose Confidential Information or Materials, as defined below, only to its employees on a need-to-know-basis. For purposes of this Agreement, "Confidential Information or Materials" means information designated as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure. Confidential Information or Materials includes, without limiting the generality of the foregoing, information: (1) relating to Aspire' methodologies, techniques, tools, or know how; (2) relating to Aspire' business, marketing, and sales and corporate policies, strategies, operations, finances, plans, or opportunities including the identity of, or particulars about, Aspire' clients or suppliers; and (3) marked or otherwise identified as confidential, restricted, secret, or proprietary including, without limiting the generality of the foregoing, information acquired by inspection or oral or visual disclosure. The parties shall execute and comply with the terms of the Business Associate Agreement as set forth in Exhibit B attached hereto.

15. Hold Harmless/Indemnification. Client and Aspire shall indemnify, defend, and hold harmless the other against any claims by any Independent Contractor based on the alleged existence of an employment, contractual, or agency relationship with the other, including claims for Worker's Compensation and Unemployment Insurance. Client shall promptly notify Aspire in writing of any claim, loss, or damage to which this indemnity provision may apply.

16. Warranties. ASPIRE WARRANTS THAT THE SERVICES RENDERED BY THE INDEPENDENT CONTRACTOR WILL BE PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED PROFESSIONAL STANDARDS AND PRACTICES FOR SERVICES OF A SIMILAR NATURE. EXCEPT AS SPECIFICALLY STATED HEREIN, ASPIRE MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation of Liability. ASPIRE'S LIABILITY WITH RESPECT TO ANY CLAIM OF A BREACH OF WARRANTY, BREACH OF CONTRACT, OR FOR INDEMNIFICATION UNDER SECTION 15 HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF THE SPECIFIC REMEDY STIPULATED IN THIS AGREEMENT, WHERE APPLICABLE, BUT IN NO EVENT SHALL EXCEED THE SERVICE FEES ACTUALLY PAID UNDER THIS AGREEMENT FOR THE MOST RECENT TWELVE-MONTH PERIOD. IN NO EVENT SHALL ASPIRE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED OR ARISING, INCURRED BY CLIENT OR ANY OTHER PERSON EVEN IF ASPIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

18. Integration. This Agreement contains and represents the entire understanding and agreement of Aspire and Client with respect to its subject matter, superseding, canceling and voiding all prior agreements, understandings, negotiations, warranties, commitments, and representations in such regard.

19. Severance. In the event that a specific provision of this Agreement, or any portion thereof, is determined to be invalid by statute or administrative or judicial decision — provided the time for appeal of such decision has expired with no appeal having been made —the parties shall conform their conduct to satisfy the requirements of such statute or administrative or judicial decision. The remainder of the Agreement shall not be affected by any such determination and shall continue in full force and effect as provided herein.

20. Modification. This Agreement may be modified or amended only in a writing executed by both Aspire and Client.

21. Binding Effect and Assignability. The rights and obligations of both parties under this Agreement shall insure to the benefit of and shall be binding upon their respective successors, assign, heirs, legal representatives and devisees, but shall not be assigned without the written consent of both parties.

EXHIBIT A  
2022-2023 REFERRAL RATES

Aspire Educational Services Inc shall receive payment based upon the following schedule which is valid for 12 months, in accordance to the terms of the Agreement for Staffing Services:

Contracted Services	Cost
<b>CERTIFIED SCHOOL PSYCHOLOGIST</b>	
<b>Psycho-Educational Evaluations (Initial)</b> (cognitive, achievement, case record review, rating scales within 45/60 days)	\$1,250.00
<b>Psycho-Educational Re-evaluations (Re-evaluation)</b> (cognitive, achievement, case record review, rating scales within 45/60 days)	
<b>Independent educational evaluation (IEE)</b> comprehensive evaluations	\$4,000.00
<b>Expedited Evaluation</b> , add on fee (turn around 5 to 15 school days)	\$250.00
<b>Risk Assessment</b>	\$600.00
<b>Classroom Observation / Case Consultation / IEP Meetings / Hourly Rate (No Call/No Show)</b>	\$175.00 per hour
<b>Court Proceedings</b>	\$400.00 per hour
<b>BEHAVIORAL HEALTH SERVICES</b>	
<b>Functional Behavior Assessment (FBA) &amp; Positive Behavior Support Plans – Board Certified Behavioral Analysts / Licensed Behavior Specialists</b>	\$1,050.00
<b>Case Consultation / IEP Meetings</b>	\$150.00 per hour
<b>SPECIALISTS</b>	
<b>Speech Pathologist</b>	\$85.00 per hour
<b>Occupational Therapist</b>	\$80.00 per hour
<b>Physical Therapist</b>	\$80.00 per hour
<b>School Nurse</b>	\$65.00 per hour
<b>School Counselor / Mental Health Counselor</b>	\$60.00 per hour
<b>Special Education Teacher</b>	\$47.00 per hour
<b>General Education Teacher</b>	\$45.00 per hour
<b>Long Term Substitute</b>	\$37.00 per hour
<b>PCA/1-1</b> (Min of High School Diploma)	\$26.00 per hour
<b>PCA/RBT with 40-hour training</b>	\$29.00 per hour
<b>Paraprofessional</b> (Min of Associates Degree or 60 credits)	\$30.00 per hour

Rates are calculated in increments of quarter hours and rounded up to the nearest quarter hour. Services include, but not limited to, evaluation, report writing, therapy services, documentation, progress notes, meetings, conferences, billing, breaks and travel time between facilities when necessary.

Client agrees to be billed for one (1) hour of service or travel time (whichever is longer) if scheduled therapy session(s) were cancelled or Client would be closed and the assigned Therapist was not notified, via mail, telephone, form notice or electronic mail, 4 hours in advance. This cancellation policy does not apply to publicized weather-related cancellations.



## EXHIBIT B

### **HIPAA Business Associate Agreement**

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is by and between Aspire Educational Services, Inc. (“Covered Entity”), with corporate headquarters located at 1800 Byberry Road, Suite 1404, Huntingdon Valley, PA 19006, and Reach Cyber Charter School (“Business Associate”), with an address at 750 E Park Dr, Harrisburg, PA 17111 (hereinafter, Covered Entity and Business Associate are, at times, referred to individually each as a “Party” and together as “the Parties”).

#### **RECITALS:**

WHEREAS, Covered Entity has engaged Business Associate for the purpose of performing certain functions and engaging in certain activities *for and on behalf of* Covered Entity (the “BA Services”), as set forth in the underlying Services Agreement between the Parties (hereinafter, the “Services Agreement”);

WHEREAS, in connection with such BA Services, it may become necessary for Covered Entity to disclose information to Business Associate, some of which may constitute protected health information (“PHI”), including electronic protected health information (“e-PHI”). (PHI and e-PHI are, collectively, referred to hereinafter as “Covered Entity’s PHI”) as defined below;

WHEREAS, the Parties intend to protect the privacy and security of Covered Entity’s PHI disclosed to Business Associate in connection with the BA Services, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (the “HIPAA Statute”), its related “Privacy Rule” (45 CFR Part 164 Subpart E) and “Security Rule” (45 CFR Part 164 Subpart C) (collectively, the Privacy Rule, Security Rule and HIPAA Statute are, hereinafter, referred to as “**HIPAA**”), all as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Statute”) and any regulations promulgated thereunder (collectively, the “HITECH Rules,” and together with the HITECH Statute, referred to hereinafter simply as “**HITECH**”), as well other applicable federal or state laws concerning the privacy and security of health information;

WHEREAS, the Parties agree that this Agreement sets forth the terms and conditions under which Business Associate shall protect the privacy and security of Covered Entity’s PHI and under which Business Associate may use and disclose Covered Entity’s PHI during the Term of the underlying Services Agreement and after its termination.

**NOW THEREFORE**, in consideration of the foregoing, the mutual representations, covenants, promises and Services Agreements set forth below and in the underlying Services Agreement, and for other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

## **TERMS:**

1. **Definitions.** Any terms not otherwise specifically defined in this Agreement shall have the meanings ascribed to them in HIPAA and HITECH.

(a) “Business Associate” (45 C.F.R. §160.103) means a person or entity who, on behalf of a Covered Entity, creates, receives, maintains or transmits PHI for a function, activity or service regulated by HIPAA, and which includes a Subcontractor that creates, receives, maintains or transmits PHI on behalf of a Business Associate.

(b) “Designated Record Set” (45 C.F.R. § 164.501) means a group of records maintained by or for a covered entity that is (i) the medical records and billing records about individuals maintained by or for a covered health care provider; or (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for a covered entity to make decisions about individuals.

(c) “Electronic Protected Health Information” or “EPHI” (45 C.F.R. § 160.103) means individually identifiable health information transmitted by Electronic Media or maintained in Electronic Media.

(d) “Electronic Media” (45 C.F.R. § 160.103) means (1) electronic storage material on which data is or may be recorded electronically, including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as a magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

(e) “Individual” (45 C.F.R. § 160.103) means the person who is the subject of Protected Health Information.

(f) “Individually Identifiable Health Information” (45 C.F.R. § 160.103) means information, including demographic information, collected from an individual and (i) is created or received by a healthcare provider, health plan, employer or healthcare clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(g) “Protected Health Information” (“PHI”) (45 C.F.R. § 160.103) means Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.

(h) “Security Breach” has such specific definition as set forth under HITECH, including certain exceptions, and *generally* means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.

(i) “Security Incident” (45 C.F.R. § 164.304) means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

(j) “Subcontractor” (45 C.F.R. §160.103) means a person to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such Business Associate.

2. Compliance with HIPAA and HITECH. Business Associate shall at all times comply with all requirements applicable to Business Associates under HIPAA and HITECH, including but not limited to the requirements of the Security Rule and Privacy Rule, which requirements are incorporated by reference as though fully set forth in this Agreement. Any subsequent amendments of HIPAA or HITECH that impact business associates or their obligations shall automatically be incorporated herein and apply to Business Associate. To the extent that HIPAA or HITECH imposes a requirement different than one set forth in this Agreement, then HIPAA or HITECH shall control unless the specific HIPAA or HITECH requirement is specifically identified and waived/modified in this Agreement.

3. Security Requirements. Without in any way limiting section 2, Business Associate shall at all times comply with all applicable provisions of the HIPAA Security Rule. As of the Effective Date of this Services Agreement and continuing thereafter, Business Associate shall have in place reasonable and appropriate administrative, technical and physical safeguards to provide for the security, confidentiality, integrity and availability of Covered Entity’s PHI. Business Associate represents to Covered Entity that as of the Effective Date and during the term of this Agreement, it has performed and/or completed the actions required by the HIPAA Security Rule, including but not limited to the assessments, implementations, evaluations, reviews, documentations, and development of policies and procedures, as more fully set forth therein.

4. Uses and Disclosures of Covered Entity’s PHI.

(a) General. Business Associate shall at all times use and disclose Covered Entity’s PHI only as permitted by this Agreement and applicable federal and state law. Business Associate shall comply with the HIPAA Security Rule, and as applicable, the HIPAA Privacy Rule, at all times when using and disclosing Covered Entity’s PHI to perform the BA Services.

(b) Permitted Uses and Disclosures. Business Associate may use and/or disclose Covered Entity’s PHI as follows:

(i) Business Associate may use and disclose Covered Entity’s PHI to furnish or perform the BA Services set forth in the underlying Services Agreement, as permitted by and in accordance with HIPAA, HITECH and other applicable federal or state laws. Business Associate shall not use or disclose Covered Entity’s PHI in any manner that would constitute a violation of this Agreement, the underlying Services Agreement, HIPAA, HITECH or other

applicable law, or use or disclose Covered Entity’s PHI in any manner that would violate HIPAA if done by Covered Entity;

(ii) Business Associate may use Covered Entity’s PHI for internal management and administration purposes of Business Associate only if the use is necessary for Business Associate to perform internal management and administration functions, or to carry out its own internal legal responsibilities;

(iii) Business Associate may disclose Covered Entity’s PHI for internal management and administration purposes of Business Associate only if: (1) the disclosure is required by law (as described by 45 C.F.R. § 164.103), or (2) Business Associate obtains from the third party recipient to which Covered Entity’s PHI would be disclosed reasonable assurances, in writing: (a) that such recipient will hold Covered Entity’s PHI confidential and (b) that such recipient will notify the Business Associate, without unreasonable delay, of any instances of which such recipient becomes aware of a Breach or other incident that compromises the confidentiality of Covered Entity’s PHI;

(iv) Business Associate may use and disclose Covered Entity’s PHI to perform data aggregation services to Covered Entity as permitted by HIPAA and the Services Agreement.

(v) In the performance of the BA Services, Business Associate must request, use and disclose only the minimum amount of Covered Entity’s PHI necessary to perform the BA Services.

(vi) To the extent Business Associate is to carry out a function or obligation of Covered Entity with respect to the Privacy Rule, comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.

(c) HIPAA Authorization. Business Associate agrees that it shall not use in any other manner or disclose to any other person or entity Covered Entity’s PHI, except as otherwise provided by this Agreement, without first obtaining a HIPAA-compliant authorization (“HIPAA Authorization”) from the Individual about whom the information pertains, including, but not limited to, whenever Covered Entity would be required to do so in accordance with federal or state laws and regulations.

(d) “Sale of PHI” and Marketing. Business Associate shall not directly or indirectly accept remuneration or other consideration in exchange for using or disclosing any of Covered Entity’s PHI, except as permitted by HIPAA, including in exchange for services or functions performed pursuant to the Services Agreement. Business Associate shall not use or disclose Covered Entity’s PHI for marketing except for or on behalf of Covered Entity with Covered Entity express written consent and the Individual’s Authorization.

(i) Business Associate shall report to Covered Entity any unauthorized use or disclosure of PHI not permitted by this Agreement, including any Security Incident or Breach affecting Covered Entity’s PHI of which Business Associate becomes aware in accordance with Section 4 of this Agreement.

5. Obligation to Provide Notice of Unauthorized Use or Disclosure, Security Incident and Security Breach.

(a) Business Associate shall comply with the standards and requirements under the Breach Notification Laws, which for purposes of this Agreement include, collectively, the provisions relating to breach as set forth in the HITECH Statute and its related Interim Final Rule for Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164), as may be amended, and any other applicable state laws and regulations;

(b) Business Associate shall report to Covered Entity any unauthorized use or disclosure of Covered Entity's PHI, including a Security Incident, as soon as practicable and in no case later than five (5) business days from the date of discovery by Business Associate. Business Associate shall report to Covered Entity any Breach of Covered Entity's PHI as soon as practicable and in no case later than seventy-two (72) hours from the date of discovery of such Breach. For purposes of this Agreement, a Breach or Security Incident shall be deemed "discovered" by Business Associate as of the first day on which such Breach or Security Incident is actually known to any person, other than the individual committing the Breach/Incident, that is an employee, officer, or other agent of Business Associate. Business Associate shall provide Covered Entity with all information as required by 45 CFR Part 164 Subpart D and any other applicable state laws and regulations.

(c) In accordance with § 164.402, any acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule is presumed to be a Breach unless Business Associate or Covered Entity can demonstrate that a low probability exists that the PHI has been compromised. Business Associate shall conduct and document any risk assessments required by the Breach Notification Laws in order to determine whether a Breach has occurred.

6. Request for Restrictions. Business Associate shall implement any restrictions on use or disclosure of Covered Entity's PHI as agreed to and directed by Covered Entity in accordance with § 164.522 of the Privacy Rule, as modified by HITECH and its implementing rules and regulations.

7. Subcontractors. In the event Business Associate desires to use a Subcontractor to perform any part of the BA Services, then Business Associate must, prior to disclosing Covered Entity's PHI to said Subcontractor, (a) secure Covered Entity's approval of the use of a Subcontractor, and (b) secure an executed Business Associate Agreement from Subcontractor (Subcontractor Agreement) in a form acceptable to Covered Entity. Said Subcontractor Agreement shall at minimum require Subcontractor to comply with and perform the terms of this Agreement as though Subcontractor was a Business Associate of Covered Entity.

8. Access Rights of Individual. To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make Covered Entity's PHI available to Covered Entity as required by § 164.524 of the Privacy Rule, as amended by HITECH, to provide an individual with access or a copy of such individual's PHI including electronic copies where such is maintained in an electronic Designated Record Set.

9. Amendment of PHI. Business Associate shall make Covered Entity’s PHI available to Covered Entity as required under §164.526 of the Privacy Rule relating to an Individual’s request for amendment of his or her Protected Health Information, as applicable. Business Associate agrees to incorporate any amendments, as agreed to and directed by Covered Entity, into copies of Covered Entity’s PHI maintained by Business Associate.

10. Accounting of Disclosures. Business Associate shall maintain and provide such information and documentation as required under § 164.528 of the Privacy Rule, as modified by HITECH and its implementing rules and regulations, to allow Covered Entity to respond to an Individual’s request for an accounting of disclosures (AOD) by Business Associate.

11. Internal Practices. Except for information that is considered legally protected as privileged or otherwise, each Party agrees to make its internal practices, books and records relating to the use and disclosure of Covered Entity’s PHI available to the Secretary of HHS if access to such information is necessary for HHS to determine either Party’s compliance with HIPAA and HITECH.

12. Termination.

(a) Noncompliance. If Covered Entity notifies Business Associate regarding an activity or practice that constitutes a material breach or violation of an obligation under this Agreement, HIPAA or HITECH, and Business Associate does not take reasonable steps to or otherwise does not successfully cure the breach or end the violation, as applicable, within thirty (30) days of notice to Business Associate of such breach or violation, Covered Entity may terminate this Agreement and Business Associate’s authority to access, use and/or maintain possession of Covered Entity’s PHI.

(b) Judicial or Administrative Proceedings. Covered Entity may terminate this Agreement immediately if: i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or HITECH, or other criminal law or, ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, HITECH or other law is made in any administrative or civil proceeding in which Business Associate has been joined.

(c) Return of Covered Entity’s PHI. Upon termination of the underlying Services Agreement or this Agreement, Business Associate shall return to Covered Entity and/or destroy Covered Entity’s entire PHI that Business Associate still maintains in any form. If return or destruction is not feasible, Business Associate agrees to continue to extend the protections of this Agreement to such information, and limit further use of Covered Entity’s PHI to those purposes that make the return or destruction of such PHI infeasible.

13. Assistance in Litigation or Administrative Proceedings. Each Party agrees to reasonably assist the other in the performance of its obligations under this Agreement including, if necessary, to testify as witnesses in the event that any litigation or administrative proceedings are commenced against a Party based upon a claimed violation of HIPAA, HITECH, except where the other Party, or its subcontractor, employee or agent may be named as an adverse Party.

14. Indemnification.

(a) Business Associate agrees to and shall indemnify and hold harmless Covered Entity from and against any and all losses, damages, liabilities and claims of any nature whatsoever, including reasonable legal fees and costs (collectively, “Losses”) arising out of, based upon, resulting from or in any way relating to any act or omission of Business Associate (to include Business Associate and its principals, officers, directors, employees, agents, independent contractors and Subcontractors) in violation of this Agreement or that in any way that otherwise constitutes or directly or indirectly causes or results in any use or disclosure not permitted by this Agreement, any Security Incident and any Breach of Unsecured PHI. Business Associate agrees to and shall reimburse Covered Entity for any and all Losses immediately upon demand by Covered Entity.

(b) Without limiting subsection (a), immediately above, Business Associate agrees that, in the event of a Breach or suspected Breach of Unsecured PHI caused by Business Associate (to include Business Associate and its principals, officers, directors, employees, agents, independent contractors and Subcontractors), Business Associate shall, in addition to any other obligations hereunder or under the HIPAA Standards, provide reasonable assistance to Covered Entity in any investigation undertaken by Covered Entity related to such Breach. In addition, if Covered Entity determines that notification must be made to individuals and/or the media as required under 45 C.F.R. §§ 164.404 and 164.406, Business Associate shall provide reasonable assistance to Covered Entity in notifying individuals and the media, including, if requested by Business Associate, (i) preparing or assisting in the preparation of notification letters for review and approval by Covered Entity, (ii) preparing or assisting in the preparation of media notices for review and approval by Covered Entity, (iii) printing and mailing approved notification letters to affected individuals, and (iv) coordinating and making (or assisting Covered Entity in coordinating and making) approved media notifications, all at the expense of Business Associate. Business Associate shall, within ten (10) business days of receipt of a written request from Covered Entity, reimburse Covered Entity for (A) costs and expenses incurred by Covered Entity not already paid by Business Associate related to Covered Entity's investigation of the Breach and the notifications described in (i), (ii), (iii) and (iv) of this paragraph, and (B) any and all legal fees and costs incurred by Covered Entity as a result of the Breach.

15. Insurance. Business Associate agrees to purchase and maintain throughout the term of this Agreement an insurance policy or policies that provide(s) protection to Business Associate and to Covered Entity on the terms set forth herein:

(a) Covered Persons. The policy shall cover Business Associate, its members, and managers (Covered Business Associate Persons), and shall name Covered Entity as an Additional Insured (together the Insured Persons). Policy limits shall be separately applied to Covered Business Associate Persons and Covered Entity.

(b) Definitions. For purposes of this section:

(i) Data Laws shall mean any federal, state, or foreign laws, regulations, or rules—now existing or hereinafter constituted or amended—that impose data security and/or privacy protection standards and/or breach notification obligations, including but not limited to HIPAA and HITECH, as well as any federal or state laws (including common laws)

through which an actor may be held civilly liable for data breaches and/or invasions of privacy, such as breach of contract, negligence and privacy torts.

(ii) Protected Data shall mean at minimum (a) any individual's data protected by any federal, state, or foreign laws, regulations, or rules, including but not limited to personally identifiable information, protected health information (including but not limited to Covered Entity PHI), biometric data, and/or financial information such as account identifiers, healthcare coverage identifiers, and credit card data; (b) passwords or other information or data used to authenticate authorized users of systems and data; and (c) Covered Entity's financial information such as account identifiers and its confidential business information transmitted to Business Associate in connection with performing the services.

(iii) Unauthorized Activity(ies) shall at minimum include the following, whether done by an unknown actor, third party, Covered Business Associate Person, or agent or employee of a Covered Business Associate Person, irrespective of the means used to accomplish it:

- a. Any unauthorized access to any networks, electronic devices, or other places where any Covered Business Associate Person stores or maintains Protected Data, even if it is unclear that the actor actually engaged in the activities described in (b) below (hereafter Data Breach);
- b. Any unauthorized: access, viewing, copying, use, disclosure, taking, theft, destruction, corruption, sale, ransom, transmission, transfer, seizure, and/or encryption of, and/or denial of access to, Protected Data.
- c. Any fraud, manipulation, deceit or other means (including without limitation phishing, spear phishing, social engineering, telecommunications fraud) that victimizes an Insured Person by causing them to download malware, to unknowingly provide access to the actor that results in a Data Breach, to unknowingly engage in the activities described in (b) above, and/or to unknowingly transfer funds to another person;
- d. Any infringement of a right of privacy;
- e. Any identity theft;
- f. Any transmission of a computer virus or other type of malicious code;
- g. Any participation in a denial of service attack on third party computer systems;
- h. Any loss or denial of service;
- i. Any ransomware; and
- j. Any acts of cyber terrorism.



- (c) The policy must insure against losses arising from:
  - (i) Alleged/actual violations of Data Laws;
  - (ii) Alleged/actual errors, omissions, and/or negligence in establishing, implementing, maintaining, performing, or monitoring Business Associate's data security and privacy protection obligations or measures;
  - (iii) Alleged/actual Unauthorized Activities;
  - (iv) Business Associate's indemnity obligations owed to Covered Entity under this Agreement;
- (d) The policy shall have a minimum limit of \$1,000,000 for each and every claim and \$2,000,000 in the aggregate.
- (e) The policy shall provide indemnity for:
  - (i) the cost of defense of any civil action or government enforcement action based in whole or in part on any Data Laws;
  - (ii) liability arising from any civil action or government enforcement action, including but not limited to damages, fines, and/or penalties;
  - (iii) payment of costs or penalties imposed by any financial institution or credit card issuer in connection with account closures or reissuance of credit cards;
  - (iv) Data Breach response costs (including without limitation, attorneys' fees, notification costs, forensic examinations, data recovery services, credit protection services, call center services, website creation/management; identity theft detection or protection services, crisis management/public relations services, ransom payments (if insurable);
  - (v) Losses arising from a business interruption caused by any Unauthorized Activities, including but not limited to a Data Breach;
  - (vi) Losses arising under Business Associate's indemnity obligations to Covered Entity under this Agreement.
- (f) Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.
- (g) The Policy shall be primary and not excess.
- (h) Business Associate must at least annually provide a certificate of insurance demonstrating that Covered Entity is an Additional Insured under the policy.
- (i) Business Associate must notify Covered Entity if the policy is in danger of lapse, termination, or cancelation. Without in any way limiting the foregoing, Business Associate must promptly forward to Covered Entity any insurer-issued or broker-issued notice that states that the policy will lapse, be terminated, or be canceled for any reason.

16. Amendment. Upon either Party's request, the Parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA and HITECH or other applicable laws. Either Party may terminate this Agreement and Business Associate's right to continued access to or possession of the PHI upon 30 days written notice in the event that either Party, or any of its agents and subcontractors: (i) does not promptly enter into negotiations to amend this Agreement when requested pursuant to this paragraph or (ii) does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI sufficient to satisfy the standards and requirements of HIPAA and HITECH. This Agreement may be amended, superseded, terminated or extended, and the terms hereof may be waived, only by a writing signed by the Parties.

17. Independent Contractor. Nothing in the Agreement is intended as, or shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer and employee, principal and agent, partners, joint ventures, or any similar relationship. Covered Entity and Business Associate acknowledge and agree that Business Associate is an independent contractor, and not an agent of Covered Entity, under federal agency law or otherwise.

18. No Waiver. Neither the failure or any delay on the part of a Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, except to the extent that HIPAA or HITECH is at issue, in which case federal law will apply.

20. Notices. All notices to be made under this Agreement shall be given in writing and shall be deemed to have been duly given if personally delivered or sent by confirmed facsimile transmission, e-mail, certified or registered mail, return receipt requested, to the other Party at the address set forth in the underlying Services Agreement.

21. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severed from this Agreement, and the remainder of the provisions will remain in full force and effect.

22. Interpretation. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and HITECH. If any provision of this Agreement conflicts with a provision in the underlying Services Agreement, the terms of this Agreement will control. The use of headings in this Agreement are for convenience only and shall not affect the interpretation hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the 26<sup>th</sup> day of January 2023 (the “Effective Date”):

**Aspire Educational Services Inc.**

**Reach Cyber Charter School**

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

## CLIENT SERVICES AGREEMENT



**Soliant Health, LLC** (hereafter referred to as “Soliant”), and **Reach Cyber CS** whose primary location is 750 East Park Drive, Harrisburg, PA 17111 hereafter referred to as “Client”) enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees (“Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

### 3. Telepractice Services.

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

### 4. Insurance.

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

### 5. Competency and Licensing.

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

### 6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

### 7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral,

## CLIENT SERVICES AGREEMENT



placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$21,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

### 8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

### 9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Soliant's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Soliant will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify Soliant of any errors, including billed hours or improper rates, within thirty (30) days of the date of invoice. Soliant shall resolve any error and provide corrected invoice mutually acceptable to both parties within a reasonable period. In the event client fails to dispute or report any errors within thirty (30) days, errors shall not be accepted as a disputed charge and invoices will be due and payable in full.

### 10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. Soliant pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Soliant will bill Client at one and on-half times the regular bill rate for all hours Soliant is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

### 11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

### 12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

### 13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

### 14. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

### 15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-

## CLIENT SERVICES AGREEMENT



place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

### 16. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

### 17. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

### 18. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

### 19. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

### 20. Unscheduled Facility Closure Policy.

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

### 21. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the current acceptable IRS reimbursement rate.

### 22. Issue Resolution.

## CLIENT SERVICES AGREEMENT



In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

### 23. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

### 24. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, shall be the only exceptions permitted under this Agreement.

Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

### 25. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

### 26. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

### 27. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

### 28. Survival.

# CLIENT SERVICES AGREEMENT



The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**29. Governing Law.**

This Agreement shall be governed by the laws of the state of Delaware.

**30. Notices.**

All notices required to be given in writing will be sent to the names/addresses listed below.

<b>Soliant Health LLC</b> Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractDepartment@soliant.com
--

<b>To Client</b> Attention: Reach Cyber CS  Address: 750 East Park Drive, Harrisburg, PA 17111
---

**31. Modification of Agreement.**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

**32. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. **(Please return all pages of this Client Services Agreement)**

CLIENT ID – CLIENT NAME

**274980 - Reach Cyber CS**

**Soliant Health, LLC**

\_\_\_\_\_  
Client Representative Signature                      Date

\_\_\_\_\_  
Client Representative Signature                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title









**DDENDUM C  
Duties and Responsibilities**

**Duties and Responsibilities**

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students’ communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

**SOLIANT HEALTH, LLC**

_____	_____	_____	_____
Client Representative Signature	Date	Soliant Health Signature	Date
_____	_____	_____	_____
Print Name		Print Name	
_____	_____	_____	_____
Title		Title	



## ADDENDUM D VocoVision Equipment Policies

### VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

**Please initial**

### Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

**Please initial**

# Coversheet

## Approval of Agreement with Devine Partners

**Section:** VI. Action Items  
**Item:** G. Approval of Agreement with Devine Partners  
**Purpose:**  
**Submitted by:**  
**Related Material:** Reach Cyber LOA (Feb-Apr 2023).pdf



### LETTER OF AGREEMENT

DATE: February 6, 2023  
 FROM: Christine Reimert  
 CLIENT: Reach Cyber Charter School  
 DESCRIPTION: Public Relations Professional Services for February – April 2023

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#### Overview

Devine + Partners will continue to support Reach Cyber Charter School with media relations outreach through its transition period from Connections Academy. This Letter of Agreement is for the months February – April 2023. If Pearson should determine that it will not fund public relations support for graduation work in May and June, this agreement can be amended to cover those months as well. (Note: As of June 2023, Devine + Partners and Reach Cyber will put into place a new annual contract based on Reach’s needs in the areas of media relations, social media, and advertising.)

#### Account Team

Reach Cyber Charter School will be supported by the following D+P team: Christine Reimert, Executive Vice President; Alyssa Zinar, Account Supervisor; and Mylin Batipps Jr., Senior Account Executive.

#### Investment

Based on our experience and the precedent of working with Reach since 2016, D+P estimates a retainer fee of \$6,000/month for February 2023 through April 2023, to prepare, manage and execute media relations for Reach Cyber. This fee covers our professional time. Out-of-pockets expenses are additional and billed directly to the client.

Approved by:

#### **Devine + Partners**

2/6/23

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Christine Reimert  
 Executive Vice President

---

Date

#### **Reach Cyber Charter School**

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Jane Swan  
 Reach Cyber Charter School CEO

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Date

# Coversheet

## Approval of Qualtrics Proposal

**Section:** VI. Action Items  
**Item:** I. Approval of Qualtrics Proposal  
**Purpose:**  
**Submitted by:**  
**Related Material:** Reach Cyber Qualtrics Quote.pdf



# Qualtrics Proposal

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Amanda Ketay  
K-12 Regional Director

479-283-9302  
Aketa@qualtrics.com



## DesignXM(Student, alumni, family, community, faculty) :

- 10,000 survey responses
- 3 users
- Unlimited phone & email support
- Custom branded theme
- Advanced Question types (includes all types including signature and file upload)
- Access to online tutorials/webinars
- 24/7 access to call center support
- [TextiQ](#), [StatsiQ](#)
- XM Directory- State of the Art
- Expert Review
- \*SMS messaging
- FERPA Compliant
- Dashboards (role based)
- Qualitative video feedback
- Advanced quota management
- Advanced survey logic + Custom Javascript
- Advanced Stats iQ & Advanced Text iQ
- Unlimited branded themes + Vanity URL
- Expert Review - methodology, compliance & advanced response quality checking
- Crosstabs
- Conjoint (including MaxDiff)
- Dashboards
- **Digital Feedback** (see below for details)
- Automated XM solutions (20)
- Full collaboration tools
- Custom XM solution authoring2

**\$10,500**

---

### Services Pricing: (one time fee paid directly to Cesa 6)

Scoping call will determine hrs needed: \$200/hr

**Additional Users: \$500/user**

\*\*Digital Feedback:

- Always-on Feedback button
  - Basic creatives (Feedback button, Responsive dialog, Guided only)
  - Basic targeting logic (Page URL, IP Address, Cookie, Device Type, Javascript Expression, Page count)
  - Limited Intercepts
- Net 30 billing Terms

Pricing Valid Until 3..31.23

**DEFINITION OF CX LINE ITEMS**

- **Survey Responses:** A survey response is any survey that is filled out and submitted, a partially submitted response can be collected and counts. The unlimited license has no cap, the other option has a cap of 40,000 responses.
- **Users:** You will have a few “brand administrator users” who will be the ones to make, create and deploy surveys. Districts also give user access to administrators, teachers, board members who need to access internal dashboards. **The unlimited license comes with unlimited users.** The limited license comes with 10 users with the option to add more for an additional cost of \$500/user. .
- [Unlimited phone & email support](#)- Qualtrics has live chat, phone or email support.
- [Custom branded theme](#) -You can brand the theme with your district logo and colors.
- [50,000 SMS credits](#)- Your package comes with a bucket of 50,000 SMS credits you can use to deploy surveys via text messaging.
- [Expert review](#) - Expert review measures the quality of your survey, recommends areas for improvement and predicts the quality of data collected.
- Access to online tutorials/webinars - There is TONS of great on demand content.
- [Advanced Question Types \(file upload, signature\)](#)
- [Text iQ](#) & [Stats iQ](#) (see next page for more information)
- [XM Directory- State of the Art](#)- You can store operational and experience data here. Think of this like a phone book with information on students, parents, community members and alumni. This database can be leveraged to survey the community about referendums for example or message alumni about employment, volunteer and/or mentorship opportunities.
- API Access (Integration with PowerSchool)
- **Unlimited Role Based Dashboards (not public facing)**
- **Public facing dashboard:** [Menlo Park](#) [Oklahoma City](#) [Ft. Worth](#) [Duval](#)
- **Ticketing Closed-Loop Module**- This can be used for bullying system, maintenance or IT ticketing system (see page 7)
- **Website Site Intercept Feedback** - This can route responses to the appropriate team or department in your district for you to close the loop.

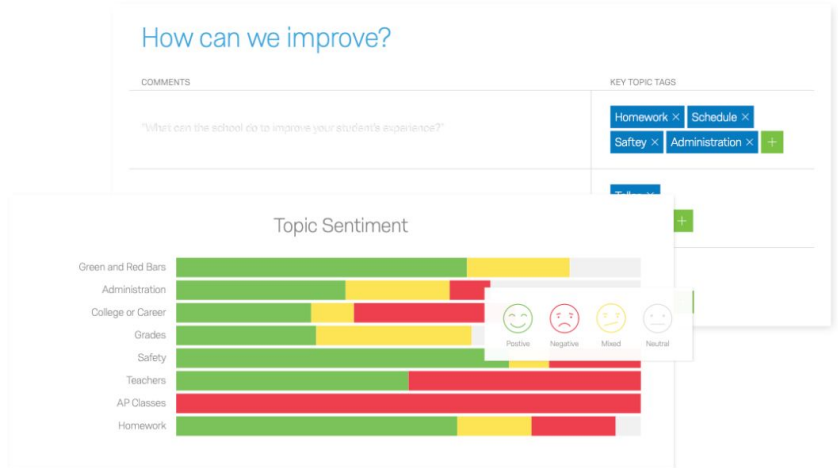
[Mequon Theinsville \(Ask MTSD Tab\)](#) [Alvin ISD \(Let's Chat tab\)](#)

[Home Depot](#) (Powered by BoardOnTrack)

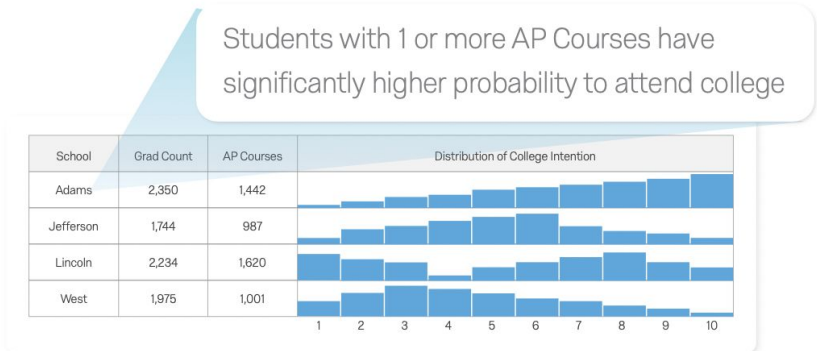
## Description of Terms:



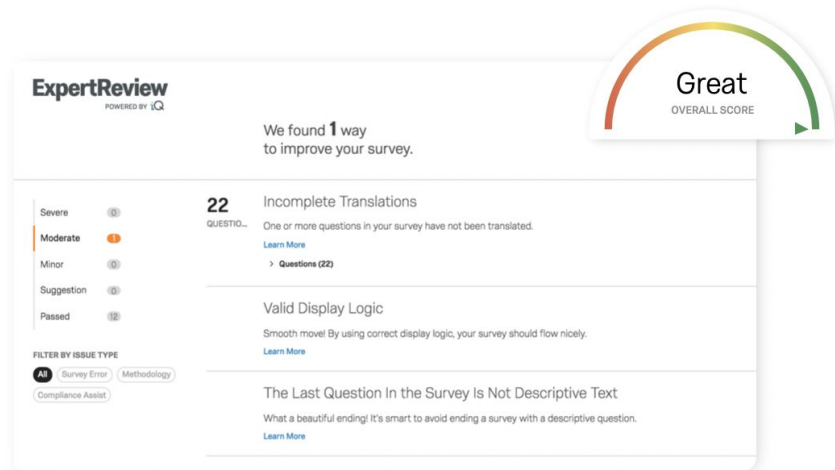
Qualtrics Text iQ scours all your open-ended responses and sorts them according to topics and overall sentiment in seconds. Understand what matters most to parents, students and employees—all in their own words.



Stats iQ puts advanced analysis into your district, no statistician required. Create predictive models and uncover hidden trends, all in a few clicks and without leaving the platform.



ExpertReview gives you confidence to design and launch world-class surveys with built-in Ph.D. recommendations. Get real-time recommendations about your overall survey quality and individual questions.



## DEFINITION OF EX ITEMS (see attached PDF with more information)

- **Engagement Survey**- This survey is research backed and built around K-12 drivers to keep staff engaged, retained and happy. Survey results roll in to a real time dashboard. This is usually given a few times a year.

## EX for K-12 Methodology

Qualtrics **EXM** methodology™



## Employee Engagement

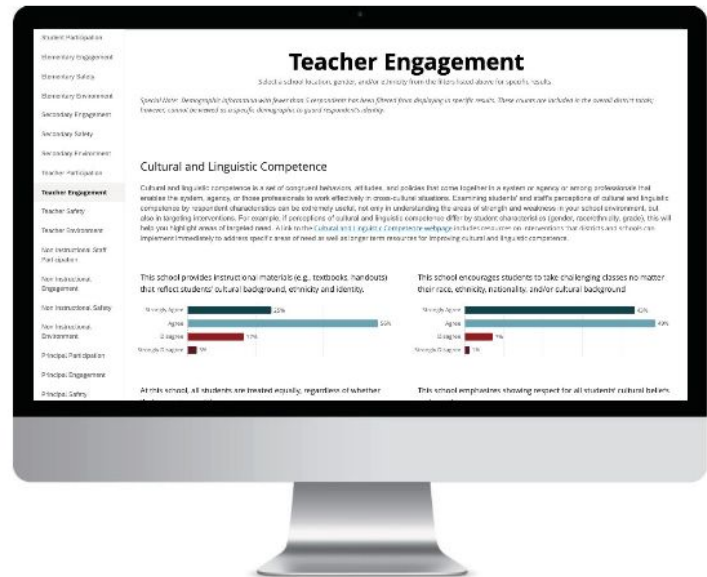
Qualtrics offers a proven, science-backed approach to help you plan, execute, and scale your staff experience program and drive measurable results.

Measure and understand key metrics to recruit and retain top talent and take targeted action to improve performance throughout the school year.

Features include:

- + Engagement survey
- + Action planning
- + Benchmarking
- + Hierarchical dashboards
- + Text analytics (Text iQ)
- + Advanced security management

- + XM Solutions (expert content and pre-configured questions & reporting for Engagement)
- + SFTP + API integrations
- + ExpertReview methodology checks
- + Omnichannel distribution
- + Single sign-on



1

Measure the employee experience with a validated framework (EX25) to make more

2

Collect employee feedback and insights to pinpoint key drivers of engagement and productivity

3

Drive strategic and everyday action that results in improvements across school

4

Ensure a more engaged, committed workforce by identifying ways to attract, develop, and retain talent

5

Identify at-risk employee populations with low engagement and attrition issues in a single glance

# Coversheet

## Update from Special Education

**Section:** VII. Information Items  
**Item:** C. Update from Special Education  
**Purpose:**  
**Submitted by:**  
**Related Material:** PASA Website.docx

The Every Student Succeeds Act (ESSA) requires Pennsylvania to ensure that the total number of students assessed in each subject using the Pennsylvania Alternative System of Assessment (PASA) does not exceed one percent of the total number of all students in the state assessed on the statewide assessments in grades 3- 8 and 11. Each local educational agency (LEA) must complete and submit the PASA 1.0 Percent Participation Threshold Justification form to the Bureau of Special Education if it anticipates that more than 1.0 % of its students enrolled in these grades will be assessed using the PASA. A list of LEAs who anticipate exceeding the threshold will be made publicly available on the Pennsylvania Department of Education website, in accordance with 34 CFR 200.6 (c)(3) regulations. LEAs must also make the document publicly available upon request, removing any personally identifiable information. Reach Cyber Charter School anticipates exceeding the 1.0 percent threshold for PASA participation for the 2022-23 testing cycle. The necessary justification information has been submitted to the Bureau of Special Education. Questions regarding the participation rates for Reach Cyber Charter School should be submitted to the Director of Special Education whose contact information is listed below.

Mr. Gregory C. McCurdy, Director of Special Education  
[grmccurdy@reach.connectionsacademy.org](mailto:grmccurdy@reach.connectionsacademy.org)  
717-704-8437

# Coversheet

## First Semester Academic Update

**Section:** VIII. Strategic Planning  
**Item:** A. First Semester Academic Update  
**Purpose:**  
**Submitted by:**  
**Related Material:** Academic Highlights 2023.pdf

## Academic Highlights: Mid-Year 2022-2023

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

**7,357**

**Enrolled Students**  
↑ 4% from last year

**950**

**12th Grade Seniors**  
↑ 27% from last year

**786**

**Total Staff**  
↑ 5% from last year

### School Wide Celebrations

3,816 students with perfect attendance at mid-year

939 Student Support Team Meetings held to date this year

Proudly serving students in every county in Pennsylvania

Reach student chosen as Pennsylvania Gifted student of the year for two years running

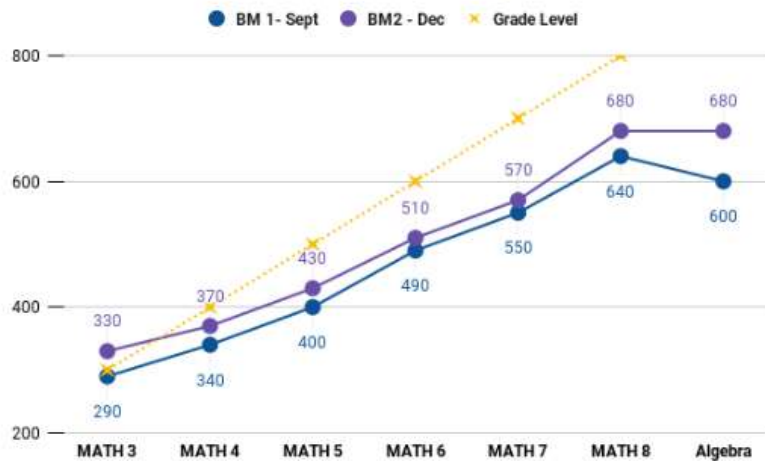
512 high school credits recouped through our Credit Recovery program

Nine students participating in dual enrollment

66% of current students are returning from last year or prior

273,000 one-on-one live lessons held so far this year

### Benchmark Growth and Progress



### Hands-On Learning

- Early Literacy and Math Kits
- Music Kits
- STEM Boxes
- Career Exploration Kits for Elementary Students
- Computing Kits through STEM
- PSSA Prep workbooks

### Flexible and Accelerated Learning

- 243 High School students enrolled in accelerated pacing
- 608 students using year-round pacing
- Reach celebrates 9 year-old high school graduate David Balogun and his many accomplishments at Reach and beyond!

### Math Initiative

- 4.3 million math questions practiced in IXL
- 8 months of growth in math skills for Algebra students
- Over 220,000 skills proficient or mastered
- 35 questions per week average in IXL Math
- Significant student growth across the school in the area of "Numbers and Operations"

### Career Readiness

Reach students are engaged in broad career experience opportunities including:

- Hospitality and Culinary Bootcamp
- Penn Academy of Fine Arts
- WQED Film Program
- Fabric and Fashion Design

Reach is proud to have the first virtual carpentry program in Pennsylvania

New program offering: OSHA 30 Certification

76 Industry Based Learning Experiences completed so far this year

Students active in Veterinary Science and Cosmetology Programs

40 students with IEPs are engaged in work experience programs

### STEM Opportunities

- All Middle School Students are assigned a STEM Elective course in Canvas
- Largest response for the Winter STEM Challenge in Reach history!
- Gifted STEM opportunities are expanding including new offerings in coding and programming
- School-wide week of STEM coming at the end of February
- Pi-Day events scheduled throughout the commonwealth
- Connecting more students with STEM than ever before!

### Literacy Gains

- Average growth of 4% from beginning of the year to mid-year on internal benchmarks
- Weekly book club held for middle schoolers
- Over 20,000 reading minutes logged for elementary school students
- 8,094 books checked out in our Sora virtual library



# Coversheet

## Approval of MOU with York Culinary Arts

**Section:** VIII. Strategic Planning  
**Item:** D. Approval of MOU with York Culinary Arts  
**Purpose:**  
**Submitted by:**  
**Related Material:** A\_Sweet\_Treats\_Experience\_\_1\_(1).pdf

## **A Sweet Treats Experience MOU – Spring 2023**

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Between Russy's Sweet Treats, LLC and Reach Cyber Charter School

This Memorandum of Understanding sets for the terms and understanding between Russy's Sweet Treats, LLC and Reach Cyber Charter School to enroll students in "A Sweet Treats Experience" virtual baking program.

Russy's Sweet Treats, LLC is one of the leading gourmet style, treat and fresh fruit smoothie eateries, based in York, Pennsylvania. We believe that the earlier someone learns about the finer points of baking, the richer and more nutritional lives they will lead. We are committed to not only providing quality products and services but going above and beyond by working to bring culinary and entrepreneurial skills to youth from all backgrounds.

### **Purpose**

Through virtual workshops taught by Ms. Russy, the students will learn basic and intermediate level baking skills. The age requirement to be enrolled is 13 - 18 years old.

### **Goals**

**Goal 1:** Students will develop a clear understanding of rudiments, measuring, portioning control, and presentation skills.

**Goal 2:** Students will learn nutritional value.

**Goal 3:** Students will learn professionalism, enrichment value, and develop confidence in themselves, all while learning skills to create delectable treats.

**Goal 4:** Students will learn what it takes to build a career in the food industry

### **Course Overview**

**Week 1:** Introduction To Ingredients / \*Mise en place = Putting in place  
(Students will learn how to gather proper materials/ingredients)

**Week 2:** Measuring & Portioning / Knife Skills

(Students will learn dry vs liquid measuring, the proper way to hold a knife, & using the correct knife for specific task)

**Week 3:** Frosting Technique & Piping Skills

(Students will learn 3 basic frostings: Buttercream, Whipped, Traditional Icing)

**Week 4:** Cupcake Baking / Decorating

(Students will learn cupcake decorating techniques)

**Week 5:** Baked Doughnuts

(Students will receive silicone molds to bake their doughnuts and will use the icing skills from week 3 to complete their doughnuts)

**Week 6:** Tempering Chocolate & Ganache

(Students will learn the art of melting chocolate for dipping vs using chocolate to cover a cake)

**Week 7:** Dipped Apples & Pineapple

(Extension from week 6; students will also learn the proper way to wash & prep fruit)

**Week 8:** The Art of Making Candy

(Students will learn the proper temperatures to make different types of candy)

**Week 9:** Candied Fruit, Grapes & Apples

(Students will learn different flavorings)

**Week 10:** Cheesecakes Baked vs No Bake

(Students will learn the difference between a baked cheesecake rather than using a cheesecake as a filling for fruit)

**Week 11:** Chocolate Dipped Cheesecake Stuffed Apples

(Students will learn dipping techniques)

**Week 12:** Students will creatively demonstrate the skills they've obtain

**Materials Needed** (not required to participate)

**Week 2:** measuring cups, measuring spoons, rubber spatula, candy thermometer, silicone sphere molds, silicone doughnut molds, whisk, apron, metal mixing bowl

**Week 3:** piping bags, set of piping tips, scissors

\***Butter Cream:** butter, vanilla extract, powdered sugar

\***Cream Cheese Frosting:** cream cheese, powdered sugar, vanilla extract

\***Whipped Frosting:** heavy whipping cream, vanilla extract, powdered sugar

**Week 4:** cake flour, eggs, baking powder, vanilla extract, salt, oil, sugar

**Week 6:** milk chocolate melting wafers

**Attendance, Credit, Fees & Schedule**

- Attendance and participation will be monitored and documented by Russy’s Sweet Treats, LLC and shared with Reach Cyber Charter School
- Students can miss up to 4 sessions and earn full credit
- The course will run for 12 consecutive weeks, meeting weekly, on Wednesday’s, from 5PM – 6:30 PM, beginning Wednesday, March 8, 2023
- The fee will be \$500 per session, totaling \$6,000 for 12 sessions
- There is no cap on the number of students; students will need to obtain baking supplies
- This MOU is at-will and may be modified by mutual consent of authorized officials from Russy’s Sweet Treats, LLC or Reach Cyber Charter School

## **Insurance**

- At all times during the term of this MOU, Russy’s Sweet Treats, LLC will maintain, at its own expense, liability insurance in an amount adequate to protect against any liability arising from the services to be provided. The liability insurance shall be of the type customarily obtained in this field.
- Russy’s Sweet Treats, LLC is not liable for any or all claims, actions, liabilities, losses, expenses, damages, and cost including, but not limited to attorney fees, settlement expenses that may at any time be incurred by reason of any claim or suit.

## **Contact Information**

Russalina Nolden  
34 W. Philadelphia St.  
York, PA 17401  
Russyssweettreats01@gmail.com  
(717) 758-7565

## **Signatures**

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.

---

(Partner Organization) Name/Title Date

12/21/2022

---

Russalina Nolden, Owner Date  
Russy's Sweet Treats, LLC

# Coversheet

## Approval of MOU with Weary Arts Group

**Section:** VIII. Strategic Planning  
**Item:** E. Approval of MOU with Weary Arts Group  
**Purpose:**  
**Submitted by:**  
**Related Material:** MOU WAG.Revised 6.pdf

**Memorandum of Understanding  
for the partnership with  
Weary Arts Group LLC  
Located in York, PA,  
Serving South Central PA,  
National, and International markets**

Effective start date: April 2, 2023

**Partnering Organization: Lead Organization:** Reach Cyber Charter School  
Weary Arts Group LLC (WAG) 750 East Park Drive, Suite 204 2420 S. Queen St.  
Harrisburg, Pa 17111 York, Pa 17042

This Memorandum of Understanding (MOU) is made and entered into by Weary Arts Group (WAG) and Reach Cyber Charter School. 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 with WAG which instructs youth throughout South Central PA and abroad. Students in grades 9-12, from Reach Cyber Charter School, will be able to apply for WAG's Virtual Studio Program, where they may participate in work focused on Acting, Dance, Music, and Creative Self-Discovery.

The start date for the internship will take place no earlier than April 2, 2023 and will take place virtually through Zoom. In-person components may be added upon request. These are 8-week courses and meet once a week with advancement assignments built into the lessons. A student may sign up for more than one course but no more than two at a time are recommended.

Reach Cyber Charter School will assist with the marketing distribution of the program.

Reach Cyber Charter School will identify students for the program and will provide a list of students and parents' names, addresses, and phone numbers who will participate in the program.

**II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:**

The parties agree that it is to their mutual benefit and interest to work cooperatively to provide youth the WAG's Virtual Studio Program courses.

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

Reach Cyber Charter School and WAG will be active partners in communicating about this career mentorship, with WAG being the lead organization, and Reach Cyber Charter School being the partnering organization.

For the Virtual Studio Program, for students in grades 9-12, WAG will provide:

- A virtual meeting space with the option for in-person opportunities
- Qualified staff to instruct students for the duration of the program and maintain their student records.

- Attendance and participation records to Reach Cyber Charter School
- Personalize mentoring throughout the duration of the program
- Marketing materials

For the Virtual Studio Program, for students in grades 9-12, Reach Cyber Charter School will provide:

- Assisting in the marketing distribution to the Reach Cyber Charter School students/families to allow enrollments
- Appropriate contact information for enrolled students
- Assisting in case of student disciplinary issues

### **III. COURSES**

#### **Improv Acting**

This course introduces and develops students' principles and techniques of creating believable

characters through action, improvisation, analysis, movement, physicalization, vocal control, and interpretation. Improv means to act from the top of your head without a script! Learn how to create characters and scenes without any preparation. Training in this course will establish skills for careers in acting, litigation, politics and teaching.

#### **Musical Theatre**

This course incorporates a variety of different skills from the arts. Students will learn how to act, move, and sing all in one scene. They will also learn how to break down a song and truly

understand what they are performing. Training in this course will establish skills for careers in acting, singing, and stage work.

#### **Audition Workshop**

This workshop is designed for actors who are actively auditioning or want to begin auditioning

and are in need of audition materials. Students will learn how to find appropriate material



that is well-suited to their personal uniqueness and casting type while receiving a directorial approach to effectively mount and execute a monologue to best demonstrate their skills. Training in this course will establish skills theatre and film. As an added bonus these classes will help with interviews and promotions.

### **QuickStart Vocal Class**

The Ultimate Beginner Vocal Program, QuickStart Vocal is the perfect introduction to both

Singing and speaking styles for video and social media. Designed to take the beginner from complete inexperience to a higher degree of vocal confidence. Training in this course will establish skills for careers in acting, litigation, politics and teaching and social media applications.

### **Influencer Movement & Dance+**

Learn the newest dances step by step and with direct professional assistance. Learn basics of choreography and street dance styles, primarily performed to hip hop music which is very rhythmic and involves a lot of footwork and radial movement of the hips. Training in this course will establish skills for careers in dance, fitness, athletics, and social media influencing.

## **IV. TUITION, ABSENTEEISM, and CREDITS**

- 5 courses, each running 8 weeks, each meeting once per week
- Flat rate of \$12,000
- Students may miss up to two classes and still successfully graduate. WAG contacts students immediately when they do not show up for a virtual class.
- If students miss more than two classes for an acceptable reason, they may be given the opportunity to make up those hours.

## **V. INSURANCE**

At all times during the term of this MOU, WAG 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 WAG under this MOU. The liability insurance shall be of the type customarily obtained in WAG's field.

WAG 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.

## **VI. 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.

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*(Partner Organization) Name/Title Date*

12.10.22

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*Oliver Weary, CEO Date  
Weary Arts Group LLC*

*Cal*

# Coversheet

## Approval of MOU with Jason Phillips Realty team

**Section:** VIII. Strategic Planning  
**Item:** F. Approval of MOU with Jason Phillips Realty team  
**Purpose:**  
**Submitted by:**  
**Related Material:** Real Estate 101 (version 2).pdf

The Jason Phillips Team, LLC is a company incorporated/established under the laws of the US having its registered office in Pennsylvania

and

Reach Cyber Charter School, an organization incorporated/established under the laws of the US having its registered office in Pennsylvania.

Individually referred to as "Party" and collectively as "Parties".

This MOU constitutes and expresses the entire MOU and understanding between the Parties in reference to all matters herein referred to, all previous discussions, promises, representations, and understandings relative thereto, if any, had between the parties hereto, being herein merged.

## I. Purpose & Objective

1. In furtherance of public interest and with the aim of improving the knowledge of a professional career in Real Estate, The Jason Phillips Team, which is a professional real estate company, will develop, implement, and may appoint other licensed real estate agents, to facilitate sessions for high school students at Reach Cyber Charter School.
2. The purpose of this program is to increase high school knowledge of real estate in the current market.
3. Reach Cyber Charter School will assist with the marketing distribution of the program, will identify students for the program, and will provide a list of students, parents' names, addresses, and phone numbers of all students enrolled in the program.
4. The start date for the internship will take place March 8, 2023, and it will take place virtually via Zoom.
5. In-person session dates will be near/at the closure of the program, specific dates are to be determined.
6. This is an 8-week program and meets bi-weekly on Wednesdays

## II. Program Overview: Real Estate 101

1. Real Estate 101 is an after-school program geared toward educating students about a career in the Real Estate industry as a realtor. Students will gain information about the responsibilities of a real estate agent during a transaction, such as buying and selling a home for the clients they represent. Students will be given basic information that will ultimately assist them in deciding if a career as a real estate agent is for them.
2. Career projection: Overall employment of real estate brokers and sales agents is projected to grow 5 percent from 2022 to 2031, about as fast as the average for all occupations.
3. About 54,800 openings for real estate brokers and sales agents are projected each year, on average, over the decade. Many of those openings are expected

1. Review and Approve the minutes of the previous meeting.

2. Review and Approve the minutes of the previous meeting.

3. Review and Approve the minutes of the previous meeting.

4. Review and Approve the minutes of the previous meeting.

5. Review and Approve the minutes of the previous meeting.

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11. Review and Approve the minutes of the previous meeting.

12. Review and Approve the minutes of the previous meeting.

13. Review and Approve the minutes of the previous meeting.

14. Review and Approve the minutes of the previous meeting.

15. Review and Approve the minutes of the previous meeting.

### III. Program Goals

1. Learn about the educational requirements
2. The financial requirements
3. Role of a Broker ex. Coldwell Banker/ Berkshire Hathaway etc...
4. Understanding different market trends
5. Developing clients
6. Defining career goals
7. What it means to be self-employed
8. Expectations of a Realtor

### IV Session Overview

1. Week One) Intro- Explanation of the real estate industry, legal obligations, educational requirements, licensing cost, and time.
2. Week Two) Understanding Brokers- Fees, commission splits, fees, education, and training
3. Week Three) Markets- Who would the agent like to focus on serving? Buyers, sellers, investors
4. Week Four) Market selection- How to research the requirements and demographics of the market chosen to serve.
5. Week Five) Teams vs Individuals- Which approach is the best match with the agent's goals and personality
6. Week Six) Defining career goals- What is the goal of the agent ex. Income, schedule flexibility?
7. Week Seven) Understand being self-employed- Taxes, insurance, expenses, retirement etc...
8. Week Eight) Emotional/physical expectations- Building your support system ex. Parents, partner, spouse, children.

### V Term & Structure

1. The program will offer 8 (1 hour) virtual sessions and 2 (3-hour) in-person sessions.
2. Virtual structure: Each student will log in via the zoom link provided and prepare to listen, dialogue, and engage. The Jason Phillips Team will share informative slides, and short videos and potentially other speakers will participate. Students will take notes, ask questions, and engage.
3. Virtual sessions will begin on 3/8/2023 and run bi-weekly on Wednesdays.
4. The in-person sessions will be located in York, PA., and Philadelphia, PA. There is an option to provide an additional in-person session in Pittsburgh, PA, for an additional fee.

### VI. TUITION, ABSENTEEISM, AND CREDITS

1. 8 virtual sessions, meeting bi-weekly



to result from the need to replace workers who transfer to different occupations or exit the labor force, such as retiring.

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-  
*Jason Phillips, CEO*  
*The Jason Phillips Team, LLC*

*Date*



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- 2. 2 in-person sessions, (with an option for a 3rd in Pittsburg, PA for an additional \$2000), dates to be determined, near the end/close of the program
- 3. Flat rate of \$12,000
- 4. Students may miss up to two classes and still successfully graduate. We will contacts students immediately when they do not show up for a virtual class.
- 5. If students miss more than two classes for an acceptable reason, they may be given the opportunity to make up those hours.

VII. INSURANCE

- 1. At all times during the term of this MOU, The Jason Phillips Team 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, The Jason Phillips Team under this MOU.
- 2. The Jason Phillips Team is not liable for any or all claims, actions, liabilities, losses, expenses, damages, and costs including, but not limited to attorney fees, and settlement expenses, that may at any time be incurred by reason of any claim, suit, action or other proceedings that are based on, or arising from, the partner/memorandum of agreement.

VIII. 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.

(Partner Organization) Name/Title

Date

<p><i>Jason Phillips</i> dotloop verified</p> <p>12/02/22 11:19 AM EST ARP1-FXPE-UYZT-26IV</p>
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# Coversheet

## Approval of MOU with Walden University

**Section:** VIII. Strategic Planning  
**Item:** G. Approval of MOU with Walden University  
**Purpose:**  
**Submitted by:**  
**Related Material:** US\_Universal\_Affiliation\_Agreement\_082521.pdf

# WALDEN UNIVERSITY

The following *Field Site Affiliation Agreement* is a legal contract between Walden University and a field site that addresses the responsibilities of each party with regard to field experience placements. A current *Field Site Affiliation Agreement* must be on file for any student to begin a field experience.

The *Field Site Affiliation Agreement* only needs to be signed and submitted once per site. Once a student submits their Field Education application, our coordinators will review if an agreement is on file between Walden University and the Field Site. If determined there is not, our coordinators will reach out to the site directly with this *Field Site Affiliation Agreement* for review.

The *Field Site Affiliation Agreement* must be signed by the appropriate signatory as determined by the field site (for example, the site supervisor or agency director). A fully signed agreement will be returned to the site supervisor once the agreement has been signed on Walden's end.

Any revisions to this standard template need to be approved by Walden's legal counsel through the Office of Applied Learning Agreements. If revisions are made to the contract, or if a field site requests to use an alternative contract, this must be reviewed and approved by the Office of Applied Learning Agreements. A copy of either the edited Walden agreement or the field site's alternative contract should be provided to the Walden coordinator who sent this document to the field site.

**An editable Word version of this template can be provided by the Walden coordinator or the Office of Applied Learning Agreements upon request.**

**Digital Signature:** Please fill in the fields on pages 1, 6, and 7 and click the Field Site Signature field to complete a valid digital signature; return the completed and signed agreement to the Walden coordinator.

# WALDEN UNIVERSITY

## U.S. FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 1210, Minneapolis, MN 55401 (“Walden”) and  
located at (“Field Site”).

### RECITALS

WHEREAS, Walden offers undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies (the “Programs”) and seeks to partner with field sites for educational field experiences for Walden students (the “Students”);

WHEREAS, field experiences shall include the Field Site’s student education program conducted at the Field Site (“Field Experience Program”);

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

### I. TERM AND TERMINATION

This Agreement shall commence on (the “Effective Date”) and shall continue for a period of five (5) years (the “Initial Term”). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1) year periods (each a “Renewal Term”). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days’ prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

### II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

## WALDEN UNIVERSITY

B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program with the Field Site. The Walden Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding each Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide an instructor (the "Walden Supervisor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Walden Supervisor will have responsibilities including, but not limited to:

(1) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;

(2) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

Notwithstanding the foregoing, the parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises.

D. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. Walden maintains student professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such general liability insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

### III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Coordinator"). The Field Site Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Students and Walden;

(2) Serving as a liaison between the Field Site and Walden; and

## WALDEN UNIVERSITY

(3) Developing and administering an orientation program for Student which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor or supervisor (the "Field Site Supervisor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Site Supervisor. The Program requires supervision specifically by the Field Site Supervisor, and such supervision may not be delegated. Field Site Supervisors are responsible for providing, as applicable to the Program, role modeling, direct patient or client supervision, and professional interactions, and sharing expertise and experience. Field Site Supervisors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Field Site Supervisors shall provide instruction and services in accordance with applicable laws and shall educate Students as to the requirements of the applicable laws. The Field Site Supervisor shall work with the Walden Supervisor to review and evaluate the Students in the Field Experience Program.

C. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Where applicable, the Field Site shall provide the Students with an orientation familiarizing students with all applicable State and Federal laws and regulations as they pertain to practice at the Field Site, which may include those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. The Field Site shall ensure that the Students practice within the guidelines of any applicable professional ethics codes. The Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

F. The Field Site Supervisor shall complete, with the Walden Supervisor and Student, all written evaluations of the Students' performance according to the timeline established by Walden. Evaluations will be submitted to the Walden Coordinator.

G. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Coordinator or assigned Field Site Supervisor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

# WALDEN UNIVERSITY

H. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

I. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

J. In the event that Field Site allows students to participate in activities that are conducted virtually outside of the Field Site's facilities, such as allowing virtual visits, telehealth services, or other activities that do not involve in-person interaction, Field Site acknowledges that Walden does not control the performance, reliability, or security of the devices or networks used by students for these activities and Field Site shall be responsible for ensuring that such devices or networks meet Field Site's requirements.

K. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then the foregoing paragraph shall not apply.

## IV. STUDENT RESPONSIBILITIES

Walden shall inform Students that they are responsible for the following:

A. Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to the Students by the Field Site during their orientation at the Field Site and shall abide by the requirements of all applicable laws.

C. Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of



# WALDEN UNIVERSITY

certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate. Students shall provide the Field Site with proof of coverage upon request.

## V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. HIPAA. The parties agree that, if the Field Site is a covered entity under HIPAA:

(1) to the extent that a Student is participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not otherwise be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to HIPAA; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Field Experience Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(2) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(3) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Field Experience Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

## WALDEN UNIVERSITY

D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student's participation in the Field Experience Program and shall not as a result of Student's participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for gender identity, race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at <https://www.waldenu.edu/legal/student-safety-title-ix> with regard to Walden's Students.

G. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

H. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

I. This Agreement shall be governed by the laws of the State of Minnesota.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 1210; Minneapolis, MN 55401; with a copy to: Walden University, LLC; Attention: Legal Department; 7065 Samuel Morse Drive; Columbia, MD 21046. Notices to Field Site shall be sent to

K. Each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery

# WALDEN UNIVERSITY

of an executed counterpart signature hereof by facsimile transmission, or in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

M. Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

N. This Agreement will be binding upon and inure to the benefit of each of the parties, their successors, and assigns. Neither party may assign this Agreement or assign its rights or delegate its duties hereunder without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party’s assets, or other form of corporate reorganization of that party) and any purported assignment in violation of this Section will be without force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC

FIELD SITE

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(Print name)

Name: \_\_\_\_\_  
(Print name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# Coversheet

## Approval of MOU with Mercyhurst University

**Section:** VIII. Strategic Planning  
**Item:** H. Approval of MOU with Mercyhurst University  
**Purpose:**  
**Submitted by:**  
**Related Material:** 2023\_02\_15\_board\_meeting\_agenda\_draft.pdf



# Reach Cyber Charter School

## Reach Cyber Charter School

### Board Meeting

#### Date and Time

Wednesday February 15, 2023 at 9:00 AM EST

#### Location

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

#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>9:00 AM</b>
A. Roll Call			
B. Call the Meeting to Order		David Taylor	

#### II. Public Comment

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

Purpose    Presenter    Time

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**

- A. Approval of Agenda David Taylor

**IV. Oral Reports**

- A. CEO's Report Jane Swan
  - 1. Enrollment Update
- B. Staffing Update Michael Garman
- C. Financial Report Karen Yeselavage

**V. Consent Items**

- A. Approval of Minutes from the January 18, 2022 Board Meeting
- B. Approval of Staffing Report
- C. Approval of Pearson Invoice(s) for January

**VI. Action Items**

- A. Approval of Standard Subscription Learning Stream Scott Schedd
- B. Approval of additional funding for High School Prom Scott Stuccio

Purpose      Presenter      Time

**VII. Information Items**

- A. School Success Partner (SSP) Update      Laura Johnson

**VIII. Strategic Planning**

- A. Outreach Update      Scott Stuccio
- B. Approval of MOU with York Culinary Arts      JD Smith
- C. Approval of MOU with Weary Arts Group      JD Smith
- D. Approval of MOU with Jason Phillips Realty team      JD Smith
- E. Approval of MOU with Walden University      Lee Ann Ritchie

**IX. Executive Session**

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

**X. Closing Items**

- A. Adjourn Meeting

Adjournment and Confirmation of Next Meeting – Wednesday, February 15, 2023 at 9:00 a.m.

# Coversheet

## Approval of Cost Proposals for 23-24 kits (STEM, Math, OT)

**Section:** VIII. Strategic Planning  
**Item:** I. Approval of Cost Proposals for 23-24 kits (STEM, Math, OT)  
**Purpose:**  
**Submitted by:**  
**Related Material:** Logistics.docx



## Logistics + Proposed Invoice Fees for 23-24 Kitting

<b>Content Area</b>	<b>Cost</b>
STEM	\$820,000
MTSS	250,000
OT Kits	7,000
Physical Computing	20,000
<b>Other Associated Fees</b>	
Corrugated Shipping Boxes	17,000
Mailers	4,000
Checklists for kits	28,000