



Reach Cyber Charter School

Reach Cyber Charter School

Board Meeting

Published on May 11, 2023 at 10:36 AM EDT

Amended on May 15, 2023 at 4:05 PM EDT

Date and Time

Wednesday May 17, 2023 at 9:00 AM EDT

Location

Meeting Location:

Harrisburg Hilton
One North Second Street
Harrisburg, Pennsylvania, 17101-1601, USA

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:00 AM
A. Roll Call			
B. Call the Meeting to Order		David Taylor	
II. Public Comment			

Purpose Presenter Time

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

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

III. Routine Business

A. Approval of Agenda David Taylor

IV. Oral Reports

A. CEO's Report Jane Swan

- 1. Enrollment Update
- 2. Charter Renewal Update

B. Staffing Update Michael Garman

C. Financial Report Karen Yeselavage

V. Consent Items

A. Approval of Minutes from the April 19, 2023 Board Meeting

B. Approval of Staffing Report

C. Approval of Pearson Invoice(s) for April 2023

	Purpose	Presenter	Time
D.	Approval of Renewal of Youth Artist Workshop Summer 2023 MOU		
E.	Approval of Renewal of agreement with Vector Solutions		
F.	Approval of Renewal of agreement with Lexia		
G.	Approval of Renewal agreement with Certiport		
H.	Approval of Renewal of agreement with Code HS		
I.	Approval of Renewal of contract with BoardOn Track		
J.	Approval of Renewal of Security Services Agreement with Reclamere		
K.	Approval of 2021 Tax Return		
VI. Action Items			
A.	Approval of Audit and Tax Services Proposal	Karen Yeselavage	
B.	Approval of Draft Budget for 2023-2024 (to follow)	Karen Yeselavage	
C.	Approval of Updates to Board Policies	Brandie Karpew	
D.	Approval of Summer Work Hourly Rate Increase	Michael Garman	
E.	Approval of Class Service Agreement	Corey Groff	
F.	Approval of agreement with Improv Learning	Corey Groff	
G.	Approval of agreement with Accelerate Ed	Corey Groff	
H.	Approval of agreement with Flexpoint	Corey Groff	
I.	Approval of GoSignMeUp Canvas Integration Proposal	Scott Stuccio	
J.	Approval of Invoice for WeatherSTEM Pollinator Camera	Scott Stuccio	
K.	Approval of Amendment to Lease Agreement	Scott Stuccio	
L.	Approval of Employee Handbook Updates	Michael Garman	

	Purpose	Presenter	Time
M.	Approval of PA-REAP Job Posting Service	Michael Garman	
N.	Approval of changes to the Dual Enrollment Policy	Cody Smith	
O.	Approval of agreement with Improv Learning	Corey Groff	
VII. Information Items			
A.	Legislative Update	Brandie Karpew	
B.	School Success Partner (SSP) Update	Laura Johnson	
C.	State Testing Update	Kelly McConnell	
VIII. Executive Session			
A.	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		
IX. Closing Items			
A.	Adjourn Meeting		
	Adjournment and Confirmation of Next Meeting – Wednesday, June 21, 2023 at 9:00 a.m.		

Coversheet

Staffing Update

Section: IV. Oral Reports
Item: B. Staffing Update
Purpose:
Submitted by:
Related Material: Board Staffing Report-May 2023.pdf

REACH Staffing Report May 2023

	Current Staff	Hires SYTD	Departures SYTD
10-month Staff	670	77	38
12-month Staff	131	31	10
Grand Total	801	108	48

New Hires

First Name	Last Name	Job Title	Compensation	Start Date
Rebecca	Swan	Clerical Assistant (Part Time)	\$15.00/hour	5/1/2023
Eric	Lynch	School Administrative Assistant I	\$44,700	5/2/2023
Aimee	Kline	STEM Teacher	\$55,500	5/22/2023
Jonathan	Roberts	Manager of Desktop Support	\$92,500	5/23/2023
Douglas	Miedel	Manager of External Outreach	\$88,000	5/22/2023

Departing Employees

First Name	Last Name	Job Title	Last Day Worked
Leah	Balch	Term of Project Substitute Teacher	5/12/2023

Coversheet

Financial Report

Section: IV. Oral Reports
Item: C. Financial Report
Purpose:
Submitted by:
Related Material: Treasurer's Report 4.30.23.pdf

Reach Cyber Charter School

Balance Sheet

April 30, 2023

ASSETS**Cash and Short Term Investments:**

PNC Checking	\$	6,252,631
PNC Money market Account	\$	5,020,885
PNC Investment Account	\$	53,321,459
Total Cash and Short Term Investments	\$	64,594,975

Other Current Assets:

Local District Receivables	\$	8,322,906
Allowance for Doubtful Accounts	\$	(199,856)
Prepaid Expenses	\$	486,145
Total Other Current Assets	\$	8,609,195

Other Non-current Assets:

Security Deposit	\$	8,917
Deposit on Equipment	\$	78,967
Other Receivables	\$	2,845
Total Other Non-current Assets	\$	90,729

Fixed Assets:

Furniture	\$	105,434
Computer Hardware	\$	12,102,154
Leasehold Improvements	\$	178,090
Equipment	\$	512,318
Right to Use- Building Lease	\$	549,076
Accum Depr: Furniture	\$	(82,781)
Accum Depr: Computer Hardware	\$	(1,367,796)
Accum Depr: Leasehold Improvements	\$	(65,236)
Accum Depr: Equipment	\$	(107,078)
Accum Depr: Right to Use Building	\$	(470,637)
Net Fixed Assets	\$	11,353,544

Total Assets**\$ 84,648,443****LIABILITIES****Current Liabilities:**

Due to Connections Academy	\$	3,965,130
Accounts Payable	\$	757,310
Accrued Payroll, Taxes, Pension, Withholdings	\$	296,379
Due to Local Districts	\$	125,255
Operating Lease Liability- Short Term	\$	79,922
Other Current Liabilities	\$	1,594
Unearned Revenue	\$	1,635,372
Total Current Liabilities	\$	6,860,962

Non-Current Liabilities:

Other Non-Current Liabilities	\$	156,963
Total Liabilities	\$	7,017,925

FUND BALANCE

Invested in Capital	\$	11,353,544
Reserved Fund Balance	\$	28,609,235
Undesignated Fund Balance	\$	37,667,739
Ending Fund Balance	\$	77,630,518

Total Liabilities and Fund Balance**\$ 84,648,443**

Reach Cyber Charter School
Revenue and Expense Statement- Budget to Actual
2022-2023 Year to Date as of 4/30/23

	April 2023	YTD through 4/30/23	2022/2023 Approved Budget
Revenues:			
Function 6000- Local Sources	\$ 10,873,093	\$ 100,574,135	\$ 124,013,036
Function 7000- State Sources	\$ -	\$ 5,668	\$ 147,500
Function 8000- Federal Sources	\$ 669,301	\$ 9,657,500	\$ 16,813,652
TOTAL REVENUES	\$ 11,542,395	\$ 110,237,303	\$ 140,974,188
Expenditures:			
Function 1000- Instructional Programs			
100- Salaries	\$ 2,621,844	\$ 23,189,531	\$ 33,856,094
200- Employee Benefits	\$ 731,242	\$ 6,629,804	\$ 10,038,332
300- Purchased Professional and Tech Svcs (Note 1)	\$ 3,443,093	\$ 28,559,599	\$ 37,741,275
400- Purchased Property Services	\$ 15,040	\$ 107,280	\$ 250,000
500- Other Purchased Services	\$ 69,850	\$ 2,001,355	\$ 3,250,000
600- Supplies	\$ 528,429	\$ 5,143,226	\$ 11,492,000
700- Property	\$ -	\$ 254,394	\$ 9,489,150
800- Dues, Fees, Other	\$ -	\$ 2,021	\$ 25,000
Subtotal 1000- Instructional Programs	\$ 7,409,498	\$ 65,887,210	\$ 106,141,851
Function 2000- Support Services			
100- Salaries	\$ 1,586,458	\$ 14,814,004	\$ 20,834,549
200- Employee Benefits	\$ 480,797	\$ 4,546,196	\$ 6,177,444
300- Purchased Professional and Tech Svcs (Note)	\$ 473,313	\$ 3,683,596	\$ 12,327,586
400- Purchased Property Services (Note)	\$ 32,424	\$ 667,009	\$ 636,000
500- Other Purchased Services	\$ 73,251	\$ 628,335	\$ 4,345,000
600- Supplies	\$ 55,098	\$ 880,798	\$ 390,000
700- Property	\$ 348,464	\$ 1,295,116	\$ 2,436,730
800- Dues, Fees, Other	\$ 20,948	\$ 150,203	\$ 175,000
Subtotal 2000- Support Services	\$ 3,070,753	\$ 26,665,256	\$ 47,322,309
Function 3000- Non Instructional/ Community Services			
300- Purchased Professional and Tech Svcs (Note)	\$ 360	\$ 9,923	\$ 36,000
400- Purchased Property Services	\$ 4,140	\$ 35,145	\$ 35,000
500- Other Purchased Services	\$ 11,037	\$ 46,427	\$ 222,000
600- Supplies	\$ 603	\$ 2,400,347	\$ 4,010,000
800- Dues, Fees, Other	\$ 1,952	\$ 113,516	\$ 120,000
Subtotal 3000- Non Instructional/ Community Services	\$ 18,092	\$ 2,605,358	\$ 4,423,000
TOTAL EXPENDITURES	\$ 10,498,343	\$ 95,157,824	\$ 157,887,160
NET INCREASE/ (DECREASE)	\$ 1,044,052	\$ 15,079,479	\$ (16,912,972)
Beginning Fund Balance		\$ 62,551,039	
ENDING FUND BALANCE		\$ 77,630,518	

(Note) Summary amounts Include monthly and up-front Pearson fees charged per schedule on following page of Treasurer's Report

**Reach Cyber Charter School
Pearson Fees
2022-2023 Year to Date as of 4/30/23**

Description	Rate	Months	Enrollment/Unit	Budgeted 22/23	April	YTD through	Projected 22-23
				(1)		4/30/23	(2)
Curriculum and Instructional Support Svcs - Upfront	\$ 425		Total Enrollment	\$ 4,364,750	\$ 308,550	\$ 3,404,242	\$ 4,264,306
Curriculum and Instructional Support Svcs - Monthly	\$ 130	9	Current Enrollment	\$ 9,243,000	\$ 961,610	\$ 6,551,741	\$ 9,030,294
Student Connexus License	\$ 70	9	Current Enrollment	\$ 4,977,000	\$ 517,790	\$ 3,527,860	\$ 4,862,466
Student Technology Assistance Services - Upfront	\$ 400		Total Enrollment	\$ 4,108,000	\$ 290,400	\$ 3,203,996	\$ 4,013,464
Student Technology Assistance Services - Monthly	\$ 63	9	Current Enrollment	\$ 4,479,300	\$ 466,011	\$ 3,175,074	\$ 4,376,219
Enrollment/Placement/Student Support Svcs - Upfront	\$ 525		Total Enrollment	\$ 5,391,750	\$ 381,150	\$ 4,205,260	\$ 5,267,672
Enrollment/Placement/Student Support Svcs - Monthly	\$ 30	9	Current Enrollment	\$ 2,133,000	\$ 221,910	\$ 1,511,940	\$ 2,083,914
School Operations Support Services	\$ 65	9	Current Enrollment	\$ 4,621,500	\$ 480,805	\$ 3,275,870	\$ 4,515,147
Professional Development Services	\$ 125	9	Current Staff	\$ 905,625	\$ 102,000	\$ 690,875	\$ 925,875
School Staff Support Services	\$ 212	9	Current Staff	\$ 1,535,940	\$ 172,992	\$ 1,171,724	\$ 1,570,284
Direct Course Instruction Service	\$ 275			\$ 270,575	\$ 15,147	\$ 158,049	\$ 210,732
Short Term Sub Teaching Services	\$ 300			\$ 29,400	\$ 5,700	\$ 10,500	\$ 14,000
Facilities Support Services	\$ 25,000			\$ 25,000	\$ 2,083	\$ 20,831	\$ 25,000
Total Connections Products and Services				\$ 42,084,840	\$ 3,926,148	\$ 30,907,962	\$ 41,159,372

2022-2023 Enrollment:	(1)	(2)
	Annual Budget	Annual Forecast
Forecasted Staff FTE's	805	823
Forecasted Funded Enrollment	7,900	7,718
Forecasted Total Enrollment	10,270	10,034

Coversheet

Approval of Minutes from the April 19, 2023 Board Meeting

Section: V. Consent Items
Item: A. Approval of Minutes from the April 19, 2023 Board Meeting
Purpose:
Submitted by:
Related Material: 2023_04_19_board_meeting_minutes.pdf

DRAFT



Reach Cyber Charter School

Minutes

Reach Cyber Charter School

Board Meeting

Date and Time

Wednesday April 19, 2023 at 9:00 AM

Location

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

Trustees Present

Anthony Alexander (remote), David Taylor (remote), Gail Hawkins Bush (remote), Leigh Kraemer-Naser (remote), Marcella Arline (remote), Matthew Ryan (remote), Paul Donecker (remote)

Trustees Absent

None

Guests Present

Andy Gribbin, April Kretchman (remote), Brandie Karpew, Cody Smith, Corey Groff, Danielle Mariscano (remote), Devin Meza-Rushanan, Erica Carroll (remote), Gregory McCurdy, JD Smith, Jane Swan, Karen Yeselavage, Katherine Rutkowski, Kelly McConnell, Laura Johnson (remote), Lisa Blickley (remote), Maurine Hockenberry (remote), Michael Garman, Michael Hinshaw (remote), Patricia Hennessy (remote), Scott Shedd, Scott Stuccio, Stephanie Bost (remote), Tina Martinez (remote)

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 Apr 19, 2023 at 9:00 AM.

II. Public Comment

A. Comments from the Public

There was no public comment at this time.

III. Draft Audit Report

A. Review draft audit for year ending June 30, 2022

Karen Yeselavage, Director of Finance, reviewed the draft audit report and opened the floor for questions about the auditors' findings.

B. Assignment of Board Designee for approval of final audit

Mrs. Yeselavage shared that a Board Designee would need to be assigned to sign the final audit report and asked for a volunteer. Marcella Arline, Board Treasurer, volunteered to be the designee.

IV. Routine Business

A. Approval of Agenda

David Taylor asked the board to review the agenda distributed prior to the meeting. Jane Swan, CEO, expressed intent to add the following additions to the agenda under Action Items:

- Approval of agreement with Crane Communications
- Approval of Search Engine Optimization agreement

Marcella Arline made a motion to approve the agenda for April 19, 2023 as amended. Matthew Ryan seconded the motion. The board **VOTED** to approve the motion.

V. Oral Reports

A. CEO's Report

Mrs. Swan reviewed the current enrollment numbers for the school noting trends in enrollment.

Mrs. Swan further shared that the senior leadership team along with the Board President and Solicitor had met with the Pennsylvania Department of Education regarding charter renewal on April 4, 2023. Further details of that meeting would be shared in Executive Session.

B. Staffing Update

Michael Garman, Director of Human Resources, reviewed current staffing levels with the Board highlighting the 798 current staff members and 84% of staff who are 10-month staff.

C.

Financial Report

Mrs. Yeselavage provided an update on the school's financial statements with the Board. She reviewed the revenue and expense statements, advising on changes since the previous month's statements. Mrs. Yeselavage further reviewed the school's balance sheet and current forecast.

VI. Consent Items

A. Approval of Consent Items for April 2023

Mr. Taylor asked if there were any items from the Consent Items that should be moved to Action Items for discussion, or tabled. No changes were noted.

- Approval of minutes from February 15, 2023 Board Meeting
- Approval of Pearson Invoice(s) for March 2023
- Approval of Invoice from Signs by Tomorrow
- Approval of MOU to continue partnership with WQED film academy
- Approval of MOU for continued partnership with PA Free Enterprise Week

Marcella Arline made a motion to approve the consent items and approve the minutes from Reach Cyber Charter School on 03-15-23.

Gail Hawkins Bush seconded the motion.

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

VII. Action Items

A. Approval of Agreement with Slippery Rock University

Mrs. Swan shared details of an affiliation agreement with Slippery Rock University to participate in the experiential learning activity (ELA), including but not limited to field experiences, practicums, student teaching, and internships with qualified students from the university.

Gail Hawkins Bush made a motion to approve the agreement with Slippery Rock University.

Leigh Kraemer-Naser seconded the motion.

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

B. Approval of Seed Money for School Clubs

Cody Smith, High School Principal, shared a proposal requesting approval for \$1,000 to be reserved for each student club to be used for specific initiatives for the club. These initiatives may include funding service-learning projects, items needed for the club, club events, etc. Total funding requested: \$23,000.

Marcella Arline made a motion to approve the proposal.

Leigh Kraemer-Naser seconded the motion.

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

C. Approval of Agreement with Crane Communications

Scott Stuccio, Director of Outreach, shared details of an agreement with Crane Communications, Inc to develop and execute Marketing and Advertising services including but not limited to media procurement and creative development and production.

Matthew Ryan made a motion to approve the agreement with Crane Communications.

Gail Hawkins Bush seconded the motion.

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

D.

Approval of Service Engine Optimization Agreement

Mr. Stuccio shared details of an agreement to for search engine optimization in order to build traffic to the new Reach Cyber Charter School website.

Gail Hawkins Bush made a motion to approve the agreement for search engine optimization. Paul Donecker seconded the motion.

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

VIII. Information Items

A. Legislative Update

Brandie Karpew, Board and Legislative Liaison, shared an update on recent government affairs. She specifically highlighted the recent budget hearings with the Pennsylvania Department of Education.

B. School Success Partner (SSP) Update

Laura Johnson presented on behalf of the School Success Partner team. She reviewed PVS' support of transition efforts and enrollment.

C. State Testing Update

Dr. Kelly McConnell shared that state testing for students is scheduled to begin next Monday, April 24, 2023. Reach will be testing at 40 locations across Pennsylvania to ensure that all students have a location within an hour of driving time from their homes.

IX. Executive Session

A. Executive Session (A)

The Board entered into an Executive Session upon a motion being made, seconded and confirmed via roll call vote of all Board members present. The Board cited the following for entering into the Executive Session: Pursuant to 65 Pa. C.S. §§ 708(a) (1) – to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee and 65 Pa. C.S. §§ 708(a)(5) – To review and discuss agency business which, if conducted in public, would violate a lawful privilege or lead to the disclosure of information or confidentiality protected by law.

All members of the Board were present except for Leigh Anne Naser.

A settlement agreement was reached.

B. Executive Session (B)

Pursuant to 65 Pa. C.S. §§ 708(a)(5) – to review and conduct agency business which, if conducted in public, would violate a lawful privilege or lead to the disclosure of information or confidentiality protected by law, including matters related to the initiation and conduct of investigations of possible or certain violations of the law and quasi-judicial deliberations.

The Board discussed the agreed it was necessary to ask the following questions to the Pennsylvania Department of Education before agreeing to an enrollment parameter for the renewal of the charter:

- How will Reach handle students identified as McKinney Vento if the parameter is met?
- How will Reach handle students identified as in need of Special Education if the parameter is met?
- How will Reach identify who is put on a waitlist when we are a statewide school and pull from over 500 districts?

Executive session ended at 10:32 at which time the Board returned to the public session. Marcella Arline made a motion to approve the settlement agreement and to present the questions to the PA Department of Education related to enrollment parameters. Paul Donecker seconded the motion. The board **VOTED** to approve the motion.

A motion was made by Gail to close the meeting and seconded by Cedric at 10:40.

X. 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 10:40 AM.

Respectfully Submitted,
Brandie Karpew

Coversheet

Approval of Pearson Invoice(s) for April 2023

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



Pearson

Charges for the Following Period:

April 2023

Enrollment/Unit Based Charges

Direct Course Instruction Support	15,147.00
Facility Support Services	2,083.33
Monthly Fee per School Staff Member	274,992.00
Monthly Fee per Student	2,648,126.00
Short Term Substitute Teaching Services	5,700.00
Upfront Fee per Student	980,100.00

3,926,148.33

Pass Through Expenses

Internet Subsidy Payment	116.50
Miscellaneous	38,865.40

38,981.90

Total Amount Due

3,965,130.23



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: pobsalesops@pearson.com
Tax ID No:
 68-0519943

Invoice Number : 91000013239
Date : 10-APR-2022
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> <tr> <td>Total Ordered Quantity (No. Of Items) :</td> <td></td> <td></td> <td style="text-align: right;">2</td> </tr> <tr> <td>Net Amount :</td> <td>USD</td> <td style="text-align: right;">\$3,965,130.23</td> <td></td> </tr> <tr> <td>Tax Total :</td> <td>USD</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>Invoice Total :</td> <td>USD</td> <td style="text-align: right;">\$3,965,130.23</td> <td></td> </tr> <tr> <td>Amount Due :</td> <td>USD</td> <td style="text-align: right;">\$3,965,130.23</td> <td></td> </tr> </table>	Total Ordered Quantity (No. Of Items) :			2	Net Amount :	USD	\$3,965,130.23		Tax Total :	USD	\$0.00		Invoice Total :	USD	\$3,965,130.23		Amount Due :	USD	\$3,965,130.23		<table border="1"> <thead> <tr> <th colspan="2" style="text-align: center;">REMITTANCE INFORMATION</th> </tr> </thead> <tbody> <tr> <td style="border: none;">Make Checks Payable to:</td> <td style="border: none;">Bank Wire to:</td> </tr> <tr> <td style="border: none;">Pearson Virtual Schools USA 32369 Collection Center Drive Chicago, IL 60693-0323</td> <td style="border: none;">Bank Name : Bank of America N A</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">Bank Address :</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">ABA ACH No : 071000039</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">ABA Wire No : 026009593</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">SWIFT Code : BOFAUS3N</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">A/C No : 8188290225</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA</td> </tr> </tbody> </table>	REMITTANCE INFORMATION		Make Checks Payable to:	Bank Wire to:	Pearson Virtual Schools USA 32369 Collection Center Drive Chicago, IL 60693-0323	Bank Name : Bank of America N A		Bank Address :		ABA ACH No : 071000039		ABA Wire No : 026009593		SWIFT Code : BOFAUS3N		A/C No : 8188290225		Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA
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	A/C No : 8188290225																																						
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Invoice Number: 91000013239							Page 2 of 2
Project Number	Project Agreement Number	Description	Quantity	List Price	Net Price	Tax	Line Total
82067707	REACH	Direct Charges	6		3,926,148.33	0.00	3,926,148.33
82067707	REACH	Pass Through	7		38,981.90	0.00	38,981.90

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	\$3,965,130.23	\$	\$	\$	\$0.00	\$3,965,130.23

Invoice Total	Subtotal	Total Tax	Invoice Total
	USD	USD	USD
	\$3,965,130.23	\$0.00	\$3,965,130.23

Coversheet

Approval of Renewal of Youth Artist Workshop Summer 2023 MOU

Section: V. Consent Items
Item: D. Approval of Renewal of Youth Artist Workshop Summer 2023 MOU
Purpose:
Submitted by:
Related Material: YAW Summer 2023 MOU for Reach Cyber Charter School.pdf



Young Artists Workshop (YAW) Summer 2023 Course Menu/MOU

This Memorandum of Understanding is between the Young Artists Workshop (YAW) at Moore College of Art & Design and the Reach Cyber Charter School.

The Summer session of YAW will run from July 10 – August 11, 2023. Courses run on a weekly basis; each course runs for a duration of 5 consecutive days (Monday-Friday) from 9 am – 4 pm. Each week-long course costs \$620. Reach Cyber Charter School will cover course tuition for a maximum of two (2) courses per student. Students will receive an hour-long break for lunch each day from 12 pm – 1 pm. Students may bring their own lunch, or purchase lunch in the school cafeteria. Please note that lunch is not included in the course cost.

Students are expected to provide their own art supplies, with itemized supply lists distributed closer to the first day of class. Reach will be responsible for any students who may need to purchase course-related materials, and this process will be facilitated through Reach staff members.

Courses are arranged based on students' grade level, with offerings for grades 3-5, 6-8, and 9-12. The following information can also be referenced on the upcoming courses page of our website, <https://moore.edu/academics/youth-education/young-artists-workshop/summer-youth-courses/>.

For questions, please contact the Continuing Education (CE) team via email at ce@moore.edu, or call (215) 965-4030. Thank you.

1-Week Courses for Students in Grades 9-12

Character Design: July 10 - July 14, in-person

Find your unique place in the universe of your favorite anime, manga, movie or book series! In one of our most popular classes, learn how to bring a cast of your own original characters (OCs) to life for a variety of digital media, including film, animation, comics and games. Discover the process of character development and secrets to bringing a character to life. This course covers foundational skills such as staging, silhouette, posture, costume, color and shapes to create characters with human traits and emotions.

Drawing Foundation: July 10 - July 14, in person

Have you ever marveled at a famous art piece and wondered how they did it? Drawing Foundation has the answer! In this class, you'll explore your voice as an artist while experimenting with light and shadow, abstract composition, still-life drawing, life drawing, portraiture and landscape drawing. You will come away from this class with a body of work that shows key skill development, an enhanced awareness of art history, and inspiration



drawn from the contemporary art world. Whether you are a returning student or just beginning your artistic journey, practicing foundational skills will grow your skills and voice as an artist for years to come!

Anatomy for Artists: July 17 - July 21, in-person

Understanding human anatomy is an essential part of learning how to draw accurate body proportions. If you love drawing human bodies and forms realistically and want to further develop your skills, this is the class for you! You will learn how to draw the human form through structures of skeletons, muscles and varying body types to create detailed masterpieces. This anatomy course will provide you with the foundational knowledge to take your artistic talent to the next level.

Ceramics & Wheelthrowing: July 17 - July 21, in person

Craving some hands-on creativity? Working with clay is a mesmerizing, meditative and challenging form of self-expression. This course introduces students to the basics of throwing clay on the potter's wheel to create vessels like vases, bowls, plates and more! Create a mix of elegant and interesting works of your own while learning technique, trimming and glazing application using resources available in Moore's industry-standard clay studio and kiln room—located in our brand-new VAULT!

Graphic Design: July 17 - July 21, in-person

Graphic Designers are the architects of visual communication. With their unique combination of art and technology, they craft beautiful pieces that tell powerful stories. If you're an excellent visual communicator who loves using problem-solving, color, and design to create messages with big impact; you might be a Graphic Designer in the making! In this class, you'll learn how to harness design basics, such as imagery, color, type, and composition to express messages with unique style and a personalized tone. By the conclusion of this course, you will have created a portfolio of impressive designs for your favorite real-world fashion brands, stores, movies, TV shows, influencers and more.

Illustration: Astrology & Mythology: July 17 - July 21, in-person

What's your sign? If astrology, tarot and mythology are your thing, then this class is for you! Learn to illustrate using themes and esoteric symbols from your favorite zodiac signs and mythological stories to create mystical artworks you'll want to hang in your dorm room! Plus—you'll get to spend all week talking to your new friends about their birth charts!

Character Design (Online): July 17 - July 21, **online**

Find your unique place in the universe of your favorite anime, manga, movie or book series! In one of our most popular classes, learn how to bring a cast of your own original characters (OCs) to life for a variety of digital media, including film, animation, comics and games. Discover the process of character development and secrets to bringing a character to life.



This course covers foundational skills such as staging, silhouette, posture, costume, color and shapes to create characters with human traits and emotions.

Acrylic Painting: July 24 - July 28, in-person

Did you know that acrylic paint is one of the most accessible mediums for developing artists to learn the core concepts of painting? In Acrylic Painting Studio, you will create expressive artworks that harness the versatility of this convenient and colorful medium. You will explore your artistic voice while learning how to depict and organize forms, colors, and textures of both observed subjects and ideas from your imagination. Projects will delve into the formal elements of art, such as line, space, scale, color and texture. Beginners, intermediate, and advanced painters welcome; no previous experience required!

Fashion I: Illustration & Simple Sewing: July 24 - July 28, in-person

Are you devoted to your outfit of the day? Do you find yourself styling your friends and introducing them to new trends? Aspiring fashion designers, look no further because this is the place for you! In this course, you will learn how to stay on top of the most exciting fashion trends while exploring how designers set the tone for the world with contemporary fashion. After learning fashion essentials, students will envision upcoming trends through versatile "street style" assignments. Find inspiration daily in our professional fashion studio equipped with all the tools and textures you need to "make it work"!

Filmmaking 101: July 24 - July 28, in-person

Go beyond TikTok and learn to share your story as the world's next big filmmaker! The moving image is a part of everyday life. Film, video, and other forms of media are consumed on televisions, computers, tablets, phones, billboards, and in cinemas. This course will introduce students to the anatomy and complexity of the imagery and sound they are ingesting and give them the tools to start dissecting it while creating their own stories.

Game Design: July 24 - July 28, in person

In one of Moore's most popular courses, you're invited to explore digital and analog game making as an artist, storyteller and creator of fun. Through designing and building original games, you will gain an understanding of game structure, play experience, and the community aspect of gaming culture. Inventiveness is key as you develop skills that can be applied in all types of creative projects.

Advanced Drawing: July 31 - August 4, in-person

Explore your voice as an artist while experimenting with light and shadow, abstract composition, still-life drawing, life drawing, portraiture and landscape drawing. You will come away from this class with a body of work that shows key skill development, an enhanced awareness of art history and inspiration drawn from the contemporary art world. Using both wet and dry media and a variety of approaches, this course will encourage you to



discover your personal style. Whether you are a returning student or just beginning your artistic journey, practicing foundational skills will enhance your voice as an artist for years to come!

Animation Bootcamp: July 31 - August 4, in-person

Transition from traditional hand-drawn character design techniques to industry-standard digital programs! A continued emphasis on concept and character development will strengthen your skills as you build your creative visions. In-person participants will have the unique opportunity to utilize Moore's Cintiq Labs to create animations with ease using approachable state-of-the-art tools.

Architecture & Interior Design: July 31 - August 4, in-person

Do you dream of designing buildings and interior spaces that are both unique and functional? Do you love decorating your personal space to evoke a certain vibe? Dip your toes into the fascinating fields of architecture and interior design in this fun, exploration-based mixed media course. Through the key principles of architectural design such as geometry, structure and function, you will learn how to translate your ideas into three-dimensional forms. You will also learn about the importance of sustainable materials, all while designing interior spaces that are distinctively your own.

Photography: Darkroom to Digital: July 31 - August 4, in-person

Explore endless artistic possibilities through the historic lens of photography! Start your creative timeline with old-world photography methods like tintypes, cyanotypes, pinhole prints and film photography, before delving into digital photography and photo editing. Increase your understanding of how to compose compelling images through the camera's lens and gain skills in aesthetics, camera functions, film development, darkroom printing and Photoshop basics. PLUS we will provide you with a 35mm film camera for the session!

Storyboarding for Anime: July 31 - August 4, in-person

This course is highly recommended for any student interested in the Illustration or Animation & Game Arts undergraduate programs at Moore! We'll explore the fundamentals of telling a story through movement and narrative visuals. Tell the stories of all of your favorite characters while learning the basics of timing, point of view and designing a sequence that can be translated into motion or graphic storytelling. Participants will have the unique opportunity to utilize Moore's Cintiq labs to create animations with ease using approachable state-of-the-art tools.

Watercolor Painting Techniques: July 31 - August 4, in person

Watercolor is a powerful tool used by artists to express themselves and spark emotion in their audiences. Explore your creative voice while making expressive artworks that harness the versatility of this convenient and colorful medium. We'll cover the fundamentals of 2D



design, helping you understand and depict forms, colors and textures of both observed subjects and ideas from your imagination! At the end of this class, you'll take home frame-able painted landscapes, still lifes, figures, abstracts and cityscapes!

Career Lab: Animation & Illustration: August 7 - August 11, in-person

Deepen your understanding of the professional field of animation and game arts in our capstone Animation & Game Arts course for youth. This course is focused on concept, character development, storyboards and strengthening college application portfolio submissions. If you are interested in applying for Moore's Animation & Game Arts BFA program, this course will prepare you and your portfolio for application season. This course is also a great fit for those of you looking to take the next step in building your animation, illustration and game design skills. In-person participants will have the unique opportunity have the unique opportunity to utilize Moore's Cintiq Labs to create animations with ease using approachable state-of-the-art tools.

College Portfolio: Drawing & Painting: August 7 - August 11, in-person

If you're ready to wow colleges with your portfolio, this is the class for you! This class focuses on what colleges are looking for: 2D foundations, portfolio readiness and personal presentation. Flesh out your creative passion with concrete skill-building, exercises in still life, landscape and the human figure. This class is the perfect fit for all you future art students looking to develop a personal vision as you embark on your college experience. PLUS as a part of this course you will have the exclusive opportunity to participate in a mock interview with Moore's Admissions team!

Fashion II: Sewing & Construction: August 7 - August 11, in person

Ready to take your fashion design skills to the next level? In this class you will develop advanced construction skills while creating your unique projects with an emphasis on garment draping and embellishment. Show your finished garments on the runway! Class size is limited. Prerequisites: Fashion I: Illustration & Simple Sewing (Basic Sewing) or equivalent knowledge.



1-Week Courses for Students in Grades 6-8

Drawing & Painting Studio: July 10 - July 14, in-person

Discover your creativity as you learn the fundamental skills of drawing and painting in Moore's spacious and well-lit studios! Get ready to experiment with pencils, charcoal, watercolor and more as you take ideas from inside your head to paper and canvas. Over the course of the week, you will advance from sketches to formal drawings and paintings!

Illustrator's Studio: July 10 - July 14, in-person

Do you spend all day doodling your own majestic and magnificent characters? Inspired by one of our most popular high school classes, this course is a perfect introduction for aspiring Illustrators, Animators, Cartoonists, Game Designers, and more! Explore creating your own cast of characters and worlds in this fun and engaging course.

Character Design: July 17 - July 21, in-person

Dragons? Check. Unicorns? Check. Mermaids? Check. Into designing your own magical majestic magnificent beasts? We've got you. Inspired by one of our most popular high school classes, this course is a perfect introduction for aspiring animators, game designers, digital artists and illustrators! You will explore traditional methods and industry-standard programs to create exciting new characters.

Watercolor Landscapes & Nature: July 17 - July 21, in-person

Watercolor is a powerful tool used by artists to express themselves and spark emotion in their audiences. Explore your creative voice while making expressive artworks that harness the versatility of this convenient and colorful medium. We'll cover the fundamentals of 2D design, helping you understand and depict forms, colors and textures of both observed subjects and ideas from your imagination!

Animator's Studio: July 24 - July 28, in-person

Do you love Disney? Can't get enough anime? Learn what it takes to create your very own animated characters and bring them to life! You will explore traditional methods and industry-standard programs to create a story in an animated sequence. This course is a perfect introduction for all you aspiring animators, game designers, digital artists, and illustrators!

Dynamic Figure Drawing: July 24 - July 28, in-person

Explore dynamic poses with attention to proportion, form, composition and value while developing your observational drawing skills. If you are interested in pursuing fashion, fine arts, illustration, sculpture and other art fields, this is an essential course. You will draw from a live clothed model and experiment with different materials such as graphite, charcoal and Conte crayons.



Illustration: Sci-Fi & Fantasy: July 31 - August 4, in-person

Aliens! Vampires! Goblins! Oh my! Learn the foundational skills you need to bring your sci-fi and fantasy creatures and characters to life! Discover the wizardry that professional artists use to create illustrations of a mythical nature. Using traditional and digital tools, transform your fantastical characters and ideas to tell your story!

Architecture & Interior Design: July 31 - August 4, in-person

Calling all aspiring space makers: if you reorganized your bedroom more than once during quarantine, this class is for you! Dip your toes into the fascinating fields of architecture and interior design in this fun exploration-based mixed media course. Through the key principles of architectural design such as geometry, structure and function, you will learn how to translate your ideas into three-dimensional forms. You will also learn about the importance of unique and sustainable materials, all while designing interior spaces that are distinctively your own.

Game Design: August 7 - August 11, in person

Explore digital and analog game-making as an inventive artist, storyteller and creator of fun. By designing and building original games, you will gain a thorough understanding of game structure, play experience and community gaming culture. In this class, you will explore various game genres, perspectives, characters, movements and tactics using the Gamedesigner engine to create simple game prototypes that illustrate a range of topics. Projects will be designed to encourage creative visual problem solving by allowing you the opportunity to experiment with a variety of media.

Fashion Design: August 7 - August 11, in person

This class is perfect for beginners looking to build their fashion portfolio. You will have fun exploring different approaches to fashion design along with developing skills in styling, fabric selection, inspiration boards and draping techniques. You will learn how garments communicate ideas and concepts, and you'll gain an understanding of style, color, form and proportion in contemporary fashion.



1-Week Courses for Students in Grades 3-5

Art Outside: Drawing in Nature: July 24 - July 28, in-person

A fun, hands-on exploration of the intersecting worlds of art and nature. Study the outdoor world in search of birds, bugs, plants and more to discover inspiration for your artwork! A variety of creative projects in the studio develop art and science awareness while building basic art and design skills in a variety of media. When weather permits, this class may take place outside and includes short walks to nearby parks.

Hands-on Art & Creative Building: July 31 - August 4, in person

Art comes in all shapes, sizes and forms! In this exciting, multi-sensory experience, you will explore a variety of media and materials designed to bring your ideas to life. You'll learn the basics of sculpture and hand-building with different materials in creative ways to help develop confidence in your own voices and abilities. This class is perfect for those of you who are interested in art but don't know where to start!

Drawing & Painting Studio: August 7 - August 11, in-person

Do you love to draw and experiment with paints? In this class, young artists translate real-life objects onto paper using a wide range of media. You are encouraged to explore your ideas through personal expression, creative problem solving and inventive use of color, tools and materials. Projects will delve into the basic elements of art such as line, space, scale and texture to help develop the foundational skills necessary to build your voice as an artist.



Signatures

Rob Handerhan

Rob Handerhan, Continuing Education Program Coordinator, Moore College of Art & Design

Reach Cyber Charter School Partner

Coversheet

Approval of Renewal of agreement with Vector Solutions

Section: V. Consent Items
Item: E. Approval of Renewal of agreement with Vector Solutions
Purpose:
Submitted by:
Related Material: Vector Solutions.pdf



Renewal Notice

This is not an Invoice

Date 05-02-2023

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
Reach Cyber Charter School	Dana Brewer	Annual	07-01-2023

Quantity	Product Code	Product Name	Former Product Name	Description	Unit Price	Total
833	SLSST	Vector Training, Employee Safety and Compliance Library	Formerly SafeSchools Training	Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription	\$11.33	\$9,437.89
500	SLEEB	Special Education Course Library - Educator Essentials Bundle	Formerly Educator Essentials Bundle	Vector Training, K-12 Edition - Special Education Course Library - Educator Essentials - Annual Subscription	\$10.30	\$5,150.00

Grand Total: \$14,587.89

Vector Solutions is improving our customer experience by unifying all of our brands under the Vector Solutions name. [Click here](#) for more information. Please contact your Renewal Manager with any questions you may have.

Upon expiration of the Initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

Coversheet

Approval of Renewal of agreement with Lexia

Section: V. Consent Items
Item: F. Approval of Renewal of agreement with Lexia
Purpose:
Submitted by:
Related Material: Lexia Quote and Terms.pdf

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
 Concord, MA 01742 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

Quote #: Q-518746-1
Created Date: 4/30/2023

Prepared By: Beth Fayyad
Email: beth.fayyad@lexialearning.com

Quote To:
 Katlyn Cibello
 Reach Cyber Charter School
 750 East Park Dr
 Suite 204
 Harrisburg, PA 17111 US

Bill To:
 Jane Swan
 Reach Cyber Charter School
 Karen Yeselavage, Business Manager
 750 East Park Dr, Suite 204
 Harrisburg, PA 17111 US

3-Year Renewal: Savings of \$450.00 **OPTION 1**

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
8/1/2023	7/31/2026	50	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	\$123.00	\$6,150.00
3-Year Renewal: Savings of \$450.00 Total Price:					\$6,150.00

2-Year Renewal: Savings of \$200.00 **OPTION 2**

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
8/1/2023	7/31/2025	50	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	\$84.00	\$4,200.00
2-Year Renewal: Savings of \$200.00 Total Price:					\$4,200.00

1-Year Renewal **OPTION 3**

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
8/1/2023	7/31/2024	50	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	\$44.00	\$2,200.00
1-Year Renewal Total Price:					\$2,200.00

Fax or email Purchase Orders with quote number Q-518746-1 AND Option Number to the following:
 Attn: Beth Fayyad

Email: beth.fayyad@lexialearning.com

Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Coversheet

Approval of Renewal agreement with Certiport

Section: V. Consent Items
Item: G. Approval of Renewal agreement with Certiport
Purpose:
Submitted by:
Related Material: Certiport 1.pdf
Certiport 2.pdf



A PEARSON VUE BUSINESS

Email christopher.francom@pearson.com
 Created Date 4/21/2023
 Expiration This quote is valid until 09/29/2023
 Quote Number 00128260
 Certiport ID 90082159

*** This is not an Invoice. Please do not send payment from this quote. ***

Mailing Address

Certiport, a business of NCS Pearson, Inc.
 1633 W. Innovation Way, 5th Floor
 Lehi, UT 84043
 USA

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

christopher.francom@pearson.com

Bill To Name Reach Cyber Charter School
 Bill To 745 E. Park Drive
 Harrisburg, PA 17111
 USA

Ship To Name Reach Cyber Charter School
 Ship To 745 E. Park Drive
 Harrisburg, PA 17111
 USA

Prepared For

Patricia Klinger pklinger@reach.connectionsacademy.org

Product ID	Product	Quantity	Sales Price	Total Price
1106808	(CertPREP) CSB Practice Test Site License K12/WFD (GMetrix Platform)	1.00	\$1,035.00	\$1,035.00
1105110	(CertPREP) ESB Practice Test Site License K12/WFD (GMetrix platform)	1.00	\$1,035.00	\$1,035.00
1106849	(LearnKey) CSB ecourse Site License K12/WFD (GMetrix platform)	1.00	\$1,800.00	\$1,800.00
1105286	(LearnKey) ESB and D4D Courseware, 500 user K12/WFD (GMetrix platform)	1.00	\$1,800.00	\$1,800.00

** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Grand Total \$5,670.00

Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.



A PEARSON VUE BUSINESS

Email christopher.francom@pearson.com
 Created Date 4/21/2023
 Expiration This quote is valid until 09/29/2023
 Quote Number 00128260
 Certiport ID 90082159

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any Powered by BoardOnTrack



A PEARSON VUE BUSINESS

Prepared By Chris Francom
Email christopher.francom@pearson.com
Created Date 4/21/2023
Expiration This quote is valid until 09/29/2023
Quote Number 00128260
Certiport ID 90082159

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Email christopher.francom@pearson.com
 Created Date 4/21/2023
 Expiration This quote is valid until 09/29/2023
 Quote Number 00128261
 Certiport ID 90082159

*** This is not an Invoice. Please do not send payment from this quote. ***

Mailing Address

Certiport, a business of NCS Pearson, Inc.
 1633 W. Innovation Way, 5th Floor
 Lehi, UT 84043
 USA

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

christopher.francom@pearson.com

Bill To Name Reach Cyber Charter School
 Bill To 745 E. Park Drive
 Harrisburg, PA 17111
 USA

Ship To Name Reach Cyber Charter School
 Ship To 745 E. Park Drive
 Harrisburg, PA 17111
 USA

Prepared For

Patricia Klinger

pklinger@reach.connectionsacademy.org

Product ID	Product	Quantity	Sales Price	Total Price
1102735	(CertPREP) MOS Practice Test Site License (Full Suite) - K12/WFD (GMetrix Platform)	1.00	\$2,236.00	\$2,236.00
1104540	(LearnKey) MOS Site License - 500 User K12/WFD (GMetrix Platform)	1.00	\$2,250.00	\$2,250.00

**** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$4,486.00

Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.



A PEARSON VUE BUSINESS

Email christopher.francom@pearson.com
Created Date 4/21/2023
Expiration This quote is valid until 09/29/2023
Quote Number 00128261
Certiport ID 90082159

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 3 (Powered by BoardOnTrack and Standards Regulation". Seller's relationship to Buyer is that of an



A PEARSON VUE BUSINESS

Prepared By Chris Francom
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independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

Coversheet

Approval of Renewal of agreement with Code HS

Section: V. Consent Items
Item: H. Approval of Renewal of agreement with Code HS
Purpose:
Submitted by:
Related Material: Code HS 23-24 Renewal.pdf



CodeHS

CodeHS Proposal

Prepared for Reach Cyber Charter School

Proposal Option 1 - 1 year term

Order form option 1 for Reach Cyber Charter School. Option 1 is a 1 year agreement for an Unlimited Site License and 100 certification vouchers.

Items	Start Date	End Date	Quantity	List Price	Discount	Sales Price	Total Price
Unlimited Site License	7/1/2023	6/30/2024	1	\$15,500	0%	\$15,500	\$15,500
Certifications	7/1/2023	6/30/2024	100	\$50	0%	\$50	\$5,000
Total Price (2023-2024 School Year)							\$20,500

Total Contract Price	\$20,500
Total Contract Savings	\$0

Description of License:

Unlimited Site License: This license provides Pro access to 5+ teachers and all of their sections and students. Does not include Elementary Curriculum.

Description of Certification Voucher:

Each voucher will allow 1 student to take the exam 1 time. If a student does not pass the exam, they need an additional voucher to retake the exam.



CodeHS

CodeHS Proposal

Prepared for Reach Cyber Charter School

Proposal Option 2 - 2 year term

Order form option 2 for Reach Cyber Charter School. Option 2 is a 2 year agreement for an Unlimited Site License and 100 certification vouchers.

Items	Start Date	End Date	Quantity	List Price	Discount	Sales Price	Total Price
Unlimited Site License	7/1/2023	6/30/2024	1	\$15,500	6%	\$14,500	\$14,500
Certifications	7/1/2023	6/30/2024	100	\$50	10%	\$45	\$4,500
Total Price (2023-2024 School Year)							\$19,000
Unlimited Site License	7/1/2024	6/30/2025	1	\$15,500	6%	\$14,500	\$14,500
Certifications	7/1/2024	6/30/2025	100	\$50	10%	\$45	\$4,500
Total Price (2024-2025 School Year)							\$19,000

Total Contract Price	\$38,000
Annual Savings	\$1,500
Total Contract Savings	\$4,500

Description of License:

Unlimited Site License: This license provides Pro access to 5+ teachers and all of their sections and students. Does not include Elementary Curriculum.

Description of Certification Voucher:

Each voucher will allow 1 student to take the exam 1 time. If a student does not pass the exam, they need an additional voucher to retake the exam.



CodeHS

CodeHS Proposal

Prepared for Reach Cyber Charter School

Proposal Option 3 - 3 year term

Order form option 3 for Reach Cyber Charter School. Option 3 is a 3 year agreement for an Unlimited Site License and 100 certification vouchers.

Items	Start Date	End Date	Quantity	List Price	Discount	Sales Price	Total Price
Unlimited Site License	7/1/2023	6/30/2024	1	\$15,500	13%	\$13,500	\$13,500
Certifications	7/1/2023	6/30/2024	100	\$50	20%	\$40	\$4,000
Total Price (2023-2024 School Year)							\$17,500
Unlimited Site License	7/1/2024	6/30/2025	1	\$15,500	13%	\$13,500	\$13,500
Certifications	7/1/2024	6/30/2025	100	\$50	20%	\$40	\$4,000
Total Price (2024-2025 School Year)							\$17,500
Unlimited Site License	7/1/2025	6/30/2026	1	\$15,500	13%	\$13,500	\$13,500
Certifications	7/1/2025	6/30/2026	100	\$50	20%	\$40	\$4,000
Total Price (2025-2026 School Year)							\$17,500

Total Contract Price	\$52,500
Annual Savings	\$3,000
Total Contract Savings	\$9,000

Description of License:

Unlimited Site License: This license provides Pro access to 5+ teachers and all of their sections and students. Does not include Elementary Curriculum.

Description of Certification Voucher:

Each voucher will allow 1 student to take the exam 1 time. If a student does not pass the exam, they need an additional voucher to retake the exam.

Coversheet

Approval of Renewal of contract with BoardOn Track

Section: V. Consent Items
Item: I. Approval of Renewal of contract with BoardOn Track
Purpose:
Submitted by:
Related Material: BoardOnTrack - REACH Cyber Charter School - Renewal 2023-2024.pdf



Renewal Membership Agreement: 2023-2024

Term and Fee

The agreement below outlines the term and fee associated with your BoardOnTrack membership renewal. Your membership fee is due 30 days prior to the Renewal Start Date.

After you electronically sign this contract, we will send an invoice to the invoice email address listed below. Please let us know if any billing information is incorrect. It is okay to sign the contract and then let us know via email of any changes to billing information.

Member Billing Information

Member	REACH Cyber Charter School
Billing Address	750 E Park Dr #204 Harrisburg, PA 17111
Billing Contact Name	Brandie Karpew
Billing Contact Role	Board and Legislative Liaison
Billing Contact Email Address	bkarpew@reach.connectionsacademy.org
Billing Contact Phone Number	(717) 704-8437

Invoice Will Be Sent To:	bkarpew@reach.connectionsacademy.org
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Membership Terms

Renewal Start Date	10 / 27 / 2023
Membership Package	Acceleration
Membership Term	1 year
Membership Fee	\$12,995.00

By signing this agreement, REACH Cyber Charter School agrees to the terms described above.

Authorized Signature

Accepted By (Member) _____

Printed Name: _____ Date of Member Acceptance: _____

I read, understand, and accept the BoardOnTrack Terms and Conditions available [here](#). I certify that I am authorized to sign and enter into an agreement for the organization purchasing the BoardOnTrack Membership. Note: You can find BoardOnTrack's W-9 form [here](#).

Coversheet

Approval of Renewal of Security Services Agreement with Reclamere

Section: V. Consent Items
Item: J. Approval of Renewal of Security Services Agreement with Reclamere
Purpose:
Submitted by:
Related Material: Reach Cyber Charter School CSO360.2023.pdf



RECLAMERE
THE CYBER SECURITY EXPERTS



**REACH CYBER
CHARTER
SCHOOL**

Reach Cyber Charter School Security Services Agreement – CSO360

**Scope of Work
Pricing
Terms and Conditions**

Date Submitted: 5/10/2023

Prepared By: Joseph Harford and Randy Sciarrillo

Valid Through: 6/10/2023

This proposal contains proprietary and confidential information of Reclamere, Inc. and shall not be used, disclosed, or reproduced, in whole or in part, for any purpose other than to evaluate this proposal, without the prior written consent of Reclamere, Inc.



PROJECT STATEMENT OF WORK (PSOW) For Reclamere Project Requests for Services

Project Title: Reach Cyber Charter School – CS0360	
PSOW #: RS05102023.001	Requestor: Scott Shedd – Director of Technology
Requestor’s Email Address: SShedd@ReachCyber.org	Requestor’s Telephone: 717.745.7571

1. Background

Reclamere has provided CS0360 services to Reach Cyber Charter School since May of 2022. This SOW represents a continuation of those services.

2. Goals & Objectives

This Project Statement of Work No. RS05102023.001 (“PSOW”) describes the security services and project management services (the “Project Services”) that will be provided by Reclamere.

2.1 Project Scope – CS0360

CS0360 is a program that is designed with flexibility in mind to allow Reclamere to support Reach Cyber Charter with its security program during the transition to in-house IT operations and ongoing cyber resilience efforts. Services provided by Reclamere are based on the goals and objectives of the client. These services are customized to the needs of Reach Cyber Charter and will evolve throughout the engagement.

Identified focus areas to be included are:

- Attend (virtually) weekly technology staff meetings - for the purposes of IT budgeting, project planning, and IT compliance for the duration of this agreement
- Attend (live) Quarterly round meetings that are presented to the SLT and leadership
- Assist with the recommendations, selection, and implementation of the network architecture
- Develop, deliver, and interpret routine security reports
- Provide recommendations for mitigation strategies
- Assist with the development of a Disaster Recovery Plan
- Assist with the development, review, and tabletop testing of an Incident Response Plan

2.2 Change Control Procedures

Reclamere will utilize the following change control throughout the engagement:

- Project Timeline – will be created that will identify the key deliverables as agreed upon by Reach Cyber Charter and Reclamere with the associated due dates
- All due dates will be agreed upon by Reach Cyber Charter and Reclamere and will be confirmed via email
- Any changes regarding due dates, or changes that will impact due dates, will be communicated, agreed upon, and captured on the Project Timeline
- Changes in due dates by either party will be requested via email and will only take effect once there has been an agreement between all parties



PROJECT STATEMENT OF WORK (PSOW) For Reclamere Project Requests for Services

2.3 Period of Performance

This engagement will begin the first day of the month following the date of acceptance of this agreement and will continue for the term of one calendar year. A timeline will be created at the beginning of the engagement and will record due dates for the items listed in section 2.1 of this document.

2.4 Location

Reclamere will provide these services remotely and onsite. Reclamere will provide an online meeting and conferencing service [E.g. Microsoft Teams, Google Meet, etc.] whenever necessary. These dates will be mutually agreed upon by Reclamere and Reach Cyber Charter.

2.5 Roles & Responsibilities

(P - Primary, A - Assist):	Responsibility:	
	Reclamere	Reach Cyber Charter
Technology staff meetings	A	P
Quarterly round meetings	A	P
Recommendations, selection, and implementation of the network architecture	P	A
Security Reports	P	A
Mitigation Strategies	P	A
Disaster Recovery Plan	P	A
Incident Response Plan	P	A

3. Pricing

3.1 Fees

The Reach Cyber Charter CSO360 Agreement is a Managed Security Services engagement. Time and Materials Services for this engagement do not include software licensing costs or any other applications determined to be necessary for the completion of agreed-upon deliverables.

Costs will be invoiced in equal amounts monthly. Invoicing will begin on the first day of the month following the date that this agreement is signed. Invoice payment terms are net 30 days.

Table 3.1 – Reclamere Project Services Fees for this CSO360 engagement

Description/Role:	Unit:	Quantity:	Unit Price
CSO360 Monthly Fee	Monthly	12	\$2,430.00



PROJECT STATEMENT OF WORK (PSOW) For Reclamere Project Requests for Services

4. Assumptions / Risks & Constraints

- 4.1 Services performed outside of the SOW are excluded and will be charged as Time & Materials.
- 4.2 A project timeline will be utilized to manage the schedule of work and identify due dates for key deliverables for both Reclamere and Reach Cyber Charter.
- 4.3 Any changes or substitutions to the SOW or timeline must be mutually agreed upon by both parties.
- 4.4 The level of effort for this engagement will be reviewed with the Account Executive on a quarterly basis. Modifications to the engagement, if necessary, will be made at that time. The timeline will be updated each quarter to accommodate such modifications to ensure that essential deliverables are completed within the terms of this engagement.

5. Deliverables and Acceptance Criteria

The following Deliverables will be provided under this PSOW:

Item Number:	Deliverables:
1	Disaster Recovery Plan
2	Incident Response Plan + Tabletop + Flowchart

The Parties will follow the below acceptance process for the PSOW Deliverables described above:

1. Customer shall verify all deliverables meet the specified criteria.
2. Deliverables will be provided electronically via Microsoft Teams and Hosted FTP.
3. Any changes to the deliverable package that impacts the level of effort included in this agreement will require an amendment to this document.

The rest of this page has been left blank intentionally.



PROJECT STATEMENT OF WORK (PSOW) For Reclamere Project Requests for Services

Terms and Conditions

1. Service Agreement Terms

This Agreement between Reach Cyber Charter School, herein referred to as Client, and Reclamere, Inc., located at 905 Pennsylvania Avenue, Tyrone, Pennsylvania, herein referred to as Provider, is effective upon the date signed and shall remain in force for the length of the project as outlined on the project timeline or for a period of one year, whichever comes first. Should adjustments or modifications be required that affect the total professional service fees paid for the Services rendered under this Agreement, these will be negotiated by Client and the Provider in advance and be approved in writing.

- a. This Agreement may be terminated by the Client with thirty (30) days written notice if the Provider:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
 - III. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.
 - IV. Client agrees that termination of this Agreement without cause will result in all remaining fees being due and payable within 30 days of notice of termination.
- b. If either party terminates this Agreement, the Provider will assist Client in the orderly termination of Services, including timely transfer of the Services to another designated provider. Client agrees to pay the Provider the actual costs of rendering such assistance. Actual costs could include but are not limited to training, data transfer, license transfers, or equipment de-installation.
- c. Client agrees to allow the Provider to assign, delegate, and subcontract Services to third party competent contractors approved by the Provider. Provider is solely responsible for the performance of any third parties under this Agreement.
- d. Client agrees that the Provider reserves the right to cancel this Agreement at any time, with thirty (30) days written notification.
- e. Provider agrees to follow Client's environmental, health, and safety policies and procedures together with its insurance requirements.

2. PAYMENT SCHEDULE

Fees will be charged as detailed Table 3.1 of this document, plus applicable taxes, invoiced to Client, and payments will be due upon receipt of invoices. It is understood that any Services requested by Client that fall outside of the terms of this Agreement will be considered Projects and will be quoted, signed by both parties, and billed as separate, individual Services. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for Services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to the Project for the state of use.



PROJECT STATEMENT OF WORK (PSOW) For Reclamere Project Requests for Services

3. INDEMNIFICATION

3.1 Provider will indemnify Client from and against all third-party claims to the extent a Provider Service or Deliverable infringes or misappropriates a third-party intellectual property right. If any Service or Deliverable is found to infringe or misappropriate an intellectual property right of a third party, then Provider shall procure the right for Client to continue to use the results of the Service or Deliverable or re-perform the Service or replace the Deliverable so that it is non-infringing. If the preceding remedies are not available, then Provider may terminate the Service Order and will refund the price paid for the infringing portion of the Services or the Deliverables. The foregoing is the sole and exclusive remedy of Client and states the entire liability of Provider with respect to infringement or misappropriation of any proprietary rights by the Services or Deliverables.

3.2 Client will indemnify Provider from and against all third-party claims to the extent attributable to Client's having furnished any Deliverable or portion thereof to a third party in violation of this Agreement, any third-party reliance on a Deliverable, or any third-party claim arising as a result of Provider's use and/or reliance on information or data provided to it by Client.

4. ACKNOWLEDGMENTS; WARRANTIES

4.1 Provider represents that the Service will be performed in a workmanlike and professional manner by individuals who have skill and experience commensurate with the requirements of the Services.

4.2 Client agrees that Provider will not be responsible for nonconformities or any errors in work papers or Deliverables resulting from Provider's reliance on inaccurate, inauthentic, or incomplete data or information provided by Client. Client will cooperate with Provider and take all actions reasonably necessary to enable Provider to perform the Services. To that end, Client will provide, on a timely basis, all information, as well as access to systems, locations, and personnel, reasonably requested by Provider to enable Provider to provide the Services. Client agrees that failure to do so may result in: 1) immediate termination of Service, and 2) a charge to Client equal to the amount of any lost hours at the hourly rate specified in the Service Order, and if no hourly rate is specified, \$300.00 per hour. If Provider is required to reschedule the delivery of Service due to the foregoing, then Client understands that such rescheduling will be dependent upon Provider's resource availability and may

result in additional charges. Client further acknowledges and agrees that (a) any outcome of the Services involving security assessment is limited to a point-in-time examination consistent with the PSOW set forth in the Service Order, (b) the outcome of any audits, assessments, or testing by, and the opinions, advice, recommendations and/or certification of, Provider does not constitute any form of representation, warranty or guarantee that Client's systems are secure from every form of attack, even if fully implemented, (c) in examining

Client's compliance or non-compliance status, Provider relies upon accurate, authentic and complete information provided by Client as well as the use of certain sampling techniques, and (d) Client's management is solely responsible for the scope, goals and overall direction of the Services, as well as the implementation of any course of action based on such Services.

4.3 Other than those expressly contained in this Section, neither Party makes any other representations or warranties, implied, statutory or otherwise, with respect to the Services or Deliverables. Provider EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



PROJECT STATEMENT OF WORK (PSOW)

For Reclamere Project Requests for Services

5. LIMITATIONS ON LIABILITY

Neither Client nor its employees, officers, and directors, on the one hand, nor Provider and its employees, officers and directors and licensors, on the other hand, will be liable to the other Party under this Agreement for commercial loss and lost profits or any consequential, incidental, indirect, punitive or special damages, or any other similar damages under any theory of liability whether in contract, tort or strict liability, however, caused and regardless of legal theory or foreseeability, directly or indirectly, arising under this Agreement. In no event shall the liability of Provider exceed those fees payable to Provider by Client under the Service Order.

6. DISPUTE RESOLUTION

No action arising out of this Agreement, regardless of the form, may be brought by either Party more than twelve (12) months after the cause of action has accrued, except for actions with respect to non-payment. This Agreement will be interpreted and construed in accordance with the substantive laws of the State of Pennsylvania, without regard to any provisions of its choice of law rules.

7. NON-SOLICITATION

Neither Party will actively recruit the other Party's personnel engaged in providing or receiving Services during the term of the Service Order and for one (1) year thereafter. Client will pay a conversion fee equal to 50% of the then-current annual salary of each Provider personnel converted in contradiction of this Section.

8. PERFORMANCE OF SERVICES

The location from which Provider will provide the Services will be specified in the Service Order; however, Provider may conduct sampling in connection with the Services from any sites that Provider deems appropriate.

9. USE OF SUBCONTRACTORS

Provider reserves the right to employ subcontractors to assist Provider when providing any part of the Service, provided, however, Provider will remain liable to Client with respect to any contracted Service to the extent Provider would be liable to Client under the terms of this Agreement and the Service Order.

10. ADDITIONAL PROVISIONS REGARDING CERTAIN PROVIDER SERVICES

10.1 Security Assessment/Risk Analysis Services. If the Services include technical security testing, penetration testing (including physical, application, ethical or network penetration assessment and testing), risk analysis, active threat monitoring, or internal or external vulnerability or network scanning, Provider will use various commercial, open-source, freely distributed or proprietary testing tools, techniques, and monitoring methods to evaluate the devices, software or resources (collectively "Systems") identified by Client, and verified by Provider, as within scope. Provider may also use tools that meet the definition of malware by anti-virus platforms. Provider is not responsible for adverse consequences resulting from inaccurate information, including inaccurate IP Addresses, furnished by Client with respect to any System.



PROJECT STATEMENT OF WORK (PSOW)

For Reclamere Project Requests for Services

10.2 Provider-Owned Hardware or Other Property. If this Agreement includes hardware devices or other property of Provider, Client agrees to make all logical and earnest attempts to keep equipment safe, secure, and protected while in their possession. Client agrees to keep current insurance on Provider supplied equipment while in their possession and list Provider as an additional loss payee. Client will provide proof thereof to Provider that Provider is listed as an additional loss payee, providing a current copy of its insurance declaration sheet showing Provider as a loss payee specifically for equipment coverage. Client further agrees to be responsible for any, and all costs for the repair or replacement of Provider supplied equipment while in their possession should it be damaged or repaired by an unauthorized third party.

10.3 Client Default; Permission to Enter. Should Client default, permission is granted to enter Client's premises upon prior notice and remove all of Provider's hardware, and all efforts to recover such property will be deemed consensual and not a trespass. Client agrees to cooperate fully and will not interfere in any way, including but not limited to involving law enforcement. Client acknowledges that the hardware provided under this Agreement belongs to Provider, which retains a 100% Security Interest, and Provider may repossess without notice, upon breach of this Agreement by Client.

11. CONFIDENTIALITY OF SERVICE

The Provider and its agents may use Client information, as necessary to or consistent with providing the contracted Services and will use best efforts to protect against unauthorized use. All documentation provided to the Provider by the Client during the course of this engagement will be appropriately stored and protected and will be destroyed or returned to the Client at the request of the Client.

12. JURISDICTION AND VENUE OF ENFORCEMENT

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Pennsylvania. Jurisdiction and venue shall exclusively lie in the County of Blair, Borough of Tyrone. It constitutes the entire Agreement between Client and Provider. This Agreement can be modified by a signed written Addendum by both parties.

13. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14. ENTIRE AGREEMENT

This Agreement, which includes the Service Order as well as any written amendments, constitutes the entire agreement between the Parties and supersedes all previous communications, representations, understandings, and agreements between the Parties or any officer or representative of the parties. No amendments or other variation to this Agreement will be effective unless in writing and signed by an authorized person on behalf of each Party.



PROJECT STATEMENT OF WORK (PSOW) For Reclamere Project Requests for Services

15. FORCE MAJEURE

Neither Provider nor Client will be liable for any failure to perform due to any cause beyond such Party's reasonable control.

16. NOTICE

Notices required under this Agreement will be in writing and delivered in person or sent by overnight courier addressed to the addresses in the Service Order. Notice will be effective when sent by overnight courier or upon delivery if delivered in person.

Approval to Proceed

Reclamere, Inc.

Reach Cyber Charter School

BY: _____
(Signature)

BY: _____
(Signature)

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Coversheet

Approval of 2021 Tax Return

Section: V. Consent Items
Item: K. Approval of 2021 Tax Return
Purpose:
Submitted by:
Related Material: RCCS tax return.pdf

Form **8879-TE**

IRS e-file Signature Authorization for a Tax Exempt Entity

OMB No. 1545-0047

For calendar year 2021, or fiscal year beginning 7/01, 2021, and ending 6/30, 202022

2021

Department of the Treasury
Internal Revenue Service

► Do not send to the IRS. Keep for your records.
► Go to www.irs.gov/Form8879TE for the latest information.

Name of filer

REACH CYBER CHARTER SCHOOL

EIN or SSN

47-4968734

Name and title of officer or person subject to tax

JANE SWAN CEO

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<u>133,624,753.</u>
2a Form 990-EZ check here <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	_____
3a Form 1120-POL check here <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	_____
4a Form 990-PF check here <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b	_____
5a Form 8868 check here <input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b	_____
6a Form 990-T check here <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b	_____
7a Form 4720 check here <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b	_____
8a Form 5227 check here <input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b	_____
9a Form 5330 check here <input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b	_____
10a Form 8038-CP check here <input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b	_____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above entity or I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize SD ASSOCIATES, P.C. to enter my PIN 85138 as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Jane Swan

Date

5/11/2023

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

24400798765

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

KEITH J. DROBNES

Date

**ERO Must Retain This Form – See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So**



May 10, 2023

Jane Swan
Reach Cyber Charter School
750 E. Park Drive #204
Harrisburg, PA 17111

Dear Jane:

SD Associates, PC is pleased to provide Reach Cyber Charter School with the professional services described below. This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

We will prepare the following federal and state tax returns for the year ended June 30, 2022:

Form 990

Return of Organization Exempt from Income Tax

We will not prepare any tax returns other than those identified above, without your written request, and our written consent to do so. We will rely upon the completeness and accuracy of the information and representations you provide to us to prepare your tax returns.

We will prepare the above-referenced tax returns solely for filing with the Internal Revenue Service (“IRS”) and applicable state and local tax authorities. Our work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.

You agree to indemnify and hold us harmless with respect to any and all claims arising from the use of the tax returns for any purpose other than filing with the IRS, state and local tax authorities regardless of the nature of the claim, including the negligence of any party, excepting claims arising from the gross negligence of intentional wrongful acts of SD Associates, P.C.

Our engagement does not include any procedures designed to detect errors, fraud, or theft, or other wrongdoing. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls. You are responsible for developing and implementing internal controls applicable to your operations.

This engagement is limited to the professional services outlined above.

CPA Firm Responsibilities

Unless otherwise noted, we will perform our services in accordance with the Statements on Standards for Tax Services (“SSTs”) issued by the American Institute of Certified Public Accountants (“AICPA”) and U.S. Treasury Department Circular 230 (“Circular 230”). It is our duty to perform services with the same standard of care that a reasonable tax return preparer would exercise in this type of engagement. It is your responsibility to safeguard your assets and maintain accurate records pertaining to transactions. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.

Arguable positions

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of tax reference materials. Tax reference materials include but are not limited to, the Internal Revenue Code (“IRC”), tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings, court cases, and similar state and local guidance. If the IRS, state or local tax authorities later contest the position you select, additional tax, penalties, and interest may be assessed. You will be responsible for these amounts, as well as any related professional fees, you may incur to respond to the tax authority.

Government inquiries

This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may request our assistance in responding to such an inquiry. If you ask us to represent you, and we agree to represent you, we will confirm this engagement in a separate Agreement.

Client Responsibilities

You will provide us with a trial balance and other supporting data necessary to prepare your tax returns. You must provide us with accurate and complete information. Income from all sources, including those outside of the U.S., is required.

Reasonable compensation

You are responsible for determining the appropriate salary or wage to pay employees. If the IRS determines that the organization failed to pay appropriate salaries or wages, the IRS may reclassify the payments. As a result of the reclassification, the organization may be responsible for tax, penalties and interest on the payments in addition to potential employment taxes on the reclassified amounts. You agree to hold our firm harmless with respect to any liability including but not limited to, additional tax, penalties, interest and professional fees resulting from any reclassification.

Other responsibilities of not-for-profit organizations

As a non-profit organization, you are subject to additional obligations including but not limited to:

- Maintaining state registrations related to solicitations with state charitable divisions;
- Meeting the public support test; and
- Maintaining non-profit status by timely filing tax returns.

You acknowledge that these are solely your responsibilities. If you would like assistance in understanding your responsibilities, and we agree to provide it, we will confirm this engagement in a separate Agreement.

Documentation

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. Our records are not a substitute for yours. You should retain all documents that provide evidence and support for reported income, credits, deductions, and other information on your returns, as required under applicable tax laws and regulations. You represent that you have such documentation and can produce it if necessary, to respond to any audit or inquiry by tax authorities. You will be responsible for any liability, including but not limited to, additional tax, penalties, interest and related professional fees, resulting from the disallowance of tax deductions due to inadequate documentation.

Personal expenses

You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.

State and local filing obligations

You are responsible for determining your filing obligations with any state or local tax authorities, including, but not limited to income, franchise, sales, use, and property taxes or abandoned and unclaimed property. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you. You acknowledge that the scope of our services under this Agreement does not include any services related to your compliance with filing obligations other than those identified in the *Engagement Objective and Scope* section of this Agreement. If you ask us to prepare any other returns, and we agree, we will confirm this engagement in a separate written agreement. You will be responsible for penalties associated with the failure to file or untimely filing of any form for which we were not engaged to prepare.

Digital assets

There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS considers these to be property for U.S. federal income tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.

If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year. If you have any questions regarding your digital assets and/or transactions, please ask us, and we will respond in writing.

Ultimate responsibility

You have final responsibility for the accuracy of your tax returns. We will provide you with a copy of your electronic tax returns and accompanying schedules and statements for review prior to filing with the IRS, state and local tax authorities, as applicable. You agree to review and examine them carefully for accuracy and completeness.

You will be required to verify and sign a completed Form 8879-EO, *IRS e-file Signature Authorization for an Exempt Organization*, and any similar state and local equivalent authorization form before your returns can be filed electronically.

In the event that you do not wish to have your tax returns filed electronically, please contact our firm. Additional procedures will apply. You will be responsible for reviewing the paper returns for accuracy, signing them, and filing them timely with the tax authorities.

Timing of the Engagement

We expect to begin our services upon receipt of this executed Agreement.

Our services will conclude upon the earlier of:

- the filing and acceptance of your 2021 tax returns by the appropriate tax authorities and mailing or delivery of non-electronically filed tax returns (if any) to you for your review and your filing with the appropriate tax authorities,
- written notification by either party that the engagement is terminated, or
- one year from the execution date of this Agreement.

Penalties and Interest Charges

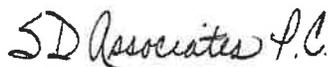
Federal, state, and local tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations including failure to file or late filing of returns, and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all tax, penalties, and interest charges imposed by tax authorities.

Professional Fee

Our professional fee for the services outlined above is \$2,000. This fee is based upon the complexity of the work to be performed and our professional time. In addition, this fee depends upon the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we prepare the tax returns.

We appreciate the opportunity to be of service to Reach Cyber Charter School. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very truly yours,



SD Associates, P.C.

ACCEPTED:

Jane Swan

Reach Cyber Charter School

Jane Swan, CEO

5/11/2023

Date

2021 Exempt Org. Return
prepared for:

REACH CYBER CHARTER SCHOOL
750 E. PARK DRIVE Suite 204
HARRISBURG, PA 17111

SD ASSOCIATES, P.C.
300 Yorktown Plaza
Elkins Park, PA 19027

CLIENT REACHCYB

**SD ASSOCIATES, P.C.
300 YORKTOWN PLAZA
ELKINS PARK, PA 19027
215-517-5600**

May 11, 2023

REACH CYBER CHARTER SCHOOL
750 E. PARK DRIVE Suite 204
HARRISBURG, PA 17111

Dear Client:

Your 2021 Federal Return of Organization Exempt from Income Tax will be electronically filed with the Internal Revenue Service upon receipt of a signed Form 8879-TE - IRS e-file Signature Authorization. No tax is payable with the filing of this return.

Please be sure to call us if you have any questions.

Sincerely,

KEITH J. DROBNES

2021**FEDERAL EXEMPT ORGANIZATION TAX SUMMARY****PAGE 1****REACH CYBER CHARTER SCHOOL****47-4968734**

	2021	2020	DIFF
REVENUE			
CONTRIBUTIONS AND GRANTS.....	15,154,820	5,151,567	10,003,253
PROGRAM SERVICE REVENUE.....	118,314,647	127,560,089	-9,245,442
INVESTMENT INCOME.....	155,286	23,178	132,108
TOTAL REVENUE.....	133,624,753	132,734,834	889,919
EXPENSES			
SALARIES, OTHER COMPEN., EMP. BENEFITS...	58,810,332	45,551,640	13,258,692
OTHER EXPENSES.....	55,621,781	55,676,768	-54,987
TOTAL EXPENSES.....	114,432,113	101,228,408	13,203,705
NET ASSETS OR FUND BALANCES			
REVENUE LESS EXPENSES.....	19,192,640	31,506,426	-12,313,786
TOTAL ASSETS AT END OF YEAR.....	80,299,494	58,067,662	22,231,832
TOTAL LIABILITIES AT END OF YEAR.....	17,748,457	13,709,474	4,038,983
NET ASSETS/FUND BALANCES AT END OF YEAR.	62,551,037	44,358,188	18,192,849

2021

GENERAL INFORMATION

PAGE 1

REACH CYBER CHARTER SCHOOL

47-4968734

FORMS NEEDED FOR THIS RETURN

FEDERAL: 990, SCH A, SCH D, SCH E, SCH J, SCH O

CARRYOVERS TO 2022

NONE

2021

PREPARER E-FILE INSTRUCTIONS - FEDERAL

PAGE 1

REACH CYBER CHARTER SCHOOL

47-4968734

THE ORGANIZATION'S FEDERAL TAX RETURN IS NOT FINISHED UNTIL YOU COMPLETE THE FOLLOWING INSTRUCTIONS.

PRIOR TO TRANSMISSION OF THE RETURN

FORM 990

THE ORGANIZATION SHOULD REVIEW THEIR FEDERAL RETURN ALONG WITH ANY ACCOMPANYING SCHEDULES AND STATEMENTS.

PAPERLESS E-FILE

THE ORGANIZATION SHOULD READ, SIGN AND DATE THE FORM 8879-TE, IRS E-FILE SIGNATURE AUTHORIZATION.

EVEN RETURN

NO PAYMENT IS REQUIRED.

AFTER TRANSMISSION OF THE RETURN

RECEIVE ACKNOWLEDGEMENT OF YOUR E-FILE TRANSMISSION STATUS.

WITHIN SEVERAL HOURS, CONNECT WITH LACERTE AND GET YOUR FIRST ACKNOWLEDGEMENT (ACK) THAT LACERTE HAS RECEIVED YOUR TRANSMISSION FILE.

CONNECT WITH LACERTE AGAIN AFTER 24 AND THEN 48 HOURS TO RECEIVE YOUR FEDERAL ACKS.

KEEP A SIGNED COPY OF FORM 8879-TE, IRS E-FILE SIGNATURE AUTHORIZATION IN YOUR FILES FOR 3 YEARS.

DO NOT MAIL:

FORM 8879-TE IRS E-FILE SIGNATURE AUTHORIZATION

2021

PREPARER E-FILE INSTRUCTIONS - FEDERAL

PAGE 2

REACH CYBER CHARTER SCHOOL

47-4968734

THE ORGANIZATION'S FEDERAL TAX RETURN IS NOT FINISHED UNTIL YOU COMPLETE THE FOLLOWING INSTRUCTIONS.

PRIOR TO TRANSMISSION OF THE RETURN

FORM 8868

NO SIGNATURE IS REQUIRED WITH FORM 8868.

EVEN RETURN

NO PAYMENT IS REQUIRED.

AFTER TRANSMISSION OF THE RETURN

RECEIVE ACKNOWLEDGEMENT OF YOUR E-FILE TRANSMISSION STATUS.

WITHIN SEVERAL HOURS, CONNECT WITH LACERTE AND GET YOUR FIRST ACKNOWLEDGEMENT (ACK) THAT LACERTE HAS RECEIVED YOUR TRANSMISSION FILE.

CONNECT WITH LACERTE AGAIN AFTER 24 AND THEN 48 HOURS TO RECEIVE YOUR FEDERAL ACKS.

2021

FEDERAL WORKSHEETS

PAGE 1

REACH CYBER CHARTER SCHOOL

47-4968734

FORM 990, PART III, LINE 4E
PROGRAM SERVICES TOTALS

	PROGRAM SERVICES TOTAL	FORM 990	SOURCE
TOTAL EXPENSES	108,807,519.	108,807,519.	PART IX, LINE 25, COL. B
GRANTS	0.	0.	PART IX, LINES 1-3, COL. B
REVENUE	118,314,647.	118,314,647.	PART VIII, LINE 2, COL. A

FORM 990, PART IX, LINE 11G
OTHER FEES FOR SERVICES

	(A) TOTAL	(B) PROGRAM SERVICES	(C) MANAGEMENT & GENERAL	(D) FUND- RAISING
OTHER PROFESSIONAL SVCS.	41,131.		41,131.	
TOTAL	<u>\$ 41,131.</u>	<u>\$ 0.</u>	<u>\$ 41,131.</u>	<u>\$ 0.</u>

FORM 990, PART IX, LINE 24E
OTHER EXPENSES

	(A) TOTAL	(B) PROGRAM SERVICES	(C) MANAGEMENT & GENERAL	(D) FUNDRAISING
ATHLETIC AND EXTRACURRICULAR	772.	772.		
BOOKS & PERIODICALS	19,821.	18,906.	915.	
CLEANING	57,501.		57,501.	
DUES AND FEES	150,752.	85,042.	65,710.	
FACILITIES RENT - STATE TESTIN	206,558.	206,558.		
MEALS & REFRESHMENTS	22,434.	5,359.	17,075.	
MISCELLANEOUS SVCS	512,962.	512,566.	396.	
PRINTING AND PUBLICATIONS	34,860.	1,346.	33,514.	
PURCHASED PROPERTY SERVICES	25,000.		25,000.	
STUDENT FEES	135,465.	135,465.		
STUDENT TRANSPORTATION SERVICE	72,868.	72,868.		
TUITION TO OTHER EDU AGENCIES	360,963.	360,963.		
UTILITIES	9,119.	9,119.		
TOTAL	<u>\$ 1,609,075.</u>	<u>\$ 1,408,964.</u>	<u>\$ 200,111.</u>	<u>\$ 0.</u>

Form **8879-TE**

IRS e-file Signature Authorization for a Tax Exempt Entity

OMB No. 1545-0047

For calendar year 2021, or fiscal year beginning 7/01, 2021, and ending 6/30, 20 2022

2021

Department of the Treasury
Internal Revenue Service

► **Do not send to the IRS. Keep for your records.**
► **Go to www.irs.gov/Form8879TE for the latest information.**

Name of filer

REACH CYBER CHARTER SCHOOL

EIN or SSN

47-4968734

Name and title of officer or person subject to tax

JANE SWAN CEO

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b <u>133,624,753.</u>
2a Form 990-EZ check here <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b _____
5a Form 8868 check here <input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b _____
8a Form 5227 check here <input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b _____
9a Form 5330 check here <input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b _____
10a Form 8038-CP check here <input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above entity or I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize SD ASSOCIATES, P.C. to enter my PIN 85138 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ►

Date ►

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

24400798765

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ► KEITH J. DROBNES

Date ► _____

**ERO Must Retain This Form – See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So**

Form **990**

OMB No. 1545-0047

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2021

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2021 calendar year, or tax year beginning 7/01 , 2021 , and ending 6/30 , 2022	
B Check if applicable:	C
<input type="checkbox"/> Address change	REACH CYBER CHARTER SCHOOL 750 E. PARK DRIVE #204 HARRISBURG, PA 17111
<input type="checkbox"/> Name change	
<input type="checkbox"/> Initial return	
<input type="checkbox"/> Final return/terminated	
<input type="checkbox"/> Amended return	
<input type="checkbox"/> Application pending	D Employer identification number 47-4968734
	E Telephone number 717 704-8437
	G Gross receipts \$ 151,232,731.
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	F Name and address of principal officer: JANE SWAN SAME AS C ABOVE
J Website: ▶ N/A	H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions.
L Year of formation: 2016	H(c) Group exemption number ▶
M State of legal domicile: PA	

Part I Summary			
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <u>REACH CYBER CHARTER SCHOOL IS AN INDEPENDENT CYBER CHARTER SCHOOL WITH A PRIMARY PURPOSE TO PROVIDE A UNIQUE EDUCATION TO STUDENTS IN PENNSYLVANIA.</u>		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	6
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	6
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	787
	6 Total number of volunteers (estimate if necessary)	6	9
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	5,151,567.	15,154,820.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	127,560,089.	118,314,647.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	23,178.	155,286.
	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	132,734,834.	133,624,753.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14 Benefits paid to or for members (Part IX, column (A), line 4)		
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	45,551,640.	58,810,332.
	16a Professional fundraising fees (Part IX, column (A), line 11e)		
	b Total fundraising expenses (Part IX, column (D), line 25) ▶		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	55,676,768.	55,621,781.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	101,228,408.	114,432,113.	
19 Revenue less expenses. Subtract line 18 from line 12	31,506,426.	19,192,640.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	58,067,662.	80,299,494.
	22 Net assets or fund balances. Subtract line 21 from line 20	13,709,474.	17,748,457.
		44,358,188.	62,551,037.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date	
	JANE SWAN		CEO
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	KEITH J. DROBNES	KEITH J. DROBNES	
	Firm's name	Firm's EIN ▶	
	SD ASSOCIATES, P.C.	23-2585468	
Firm's address	Phone no.		
300 YORKTOWN PLAZA	215-517-5600		
ELKINS PARK, PA 19027			

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

REACH CYBER CHARTER SCHOOL IS AN INDEPENDENT CYBER CHARTER SCHOOL WITH A PRIMARY PURPOSE TO PROVIDE A UNIQUE EDUCATION TO STUDENTS IN PENNSYLVANIA.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 108,807,519. including grants of \$) (Revenue \$ 118,314,647.)

REACH CYBER CHARTER SCHOOL IS AN INDEPENDENT CYBER CHARTER SCHOOL WITH A PRIMARY PURPOSE TO PROVIDE A UNIQUE EDUCATION TO STUDENTS IN PENNSYLVANIA.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses ▶ 108,807,519.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If 'Yes,' complete Schedule A.</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If 'Yes,' complete Schedule C, Part I.</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If 'Yes,' complete Schedule C, Part II.</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If 'Yes,' complete Schedule C, Part III.</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If 'Yes,' complete Schedule D, Part I.</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If 'Yes,' complete Schedule D, Part II.</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If 'Yes,' complete Schedule D, Part III.</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If 'Yes,' complete Schedule D, Part IV.</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If 'Yes,' complete Schedule D, Part V.</i>		X
11 If the organization's answer to any of the following questions is 'Yes', then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If 'Yes,' complete Schedule D, Part VI.</i>	X	
b Did the organization report an amount for investments – other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VII.</i>		X
c Did the organization report an amount for investments – program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VIII.</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part IX.</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If 'Yes,' complete Schedule D, Part X.</i>	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If 'Yes,' complete Schedule D, Part X.</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If 'Yes,' complete Schedule D, Parts XI and XII.</i>	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional.</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If 'Yes,' complete Schedule E.</i>	X	
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If 'Yes,' complete Schedule F, Parts I and IV.</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If 'Yes,' complete Schedule F, Parts II and IV.</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If 'Yes,' complete Schedule F, Parts III and IV.</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If 'Yes,' complete Schedule G, Part I.</i> See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If 'Yes,' complete Schedule G, Part II.</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If 'Yes,' complete Schedule G, Part III.</i>		X
20a Did the organization operate one or more hospital facilities? <i>If 'Yes,' complete Schedule H.</i>		X
b If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If 'Yes,' complete Schedule I, Parts I and II.</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If 'Yes,' complete Schedule I, Parts I and III.</i>		X
23 Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If 'Yes,' complete Schedule J.</i>	X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a.</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?.....		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?.....		
d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?.....		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part II.</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part III.</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
b A family member of any individual described in line 28a? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If 'Yes,' complete Schedule M.</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If 'Yes,' complete Schedule M.</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If 'Yes,' complete Schedule N, Part I.</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If 'Yes,' complete Schedule N, Part II.</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If 'Yes,' complete Schedule R, Part I.</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1.</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?.....		X
b If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If 'Yes,' complete Schedule R, Part VI.</i>		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1 a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable.....		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable.....		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?.....	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. 2a 787		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? 2b	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? 3a		X
b	If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3b, provide an explanation on Schedule O. 3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? 4a		X
b	If 'Yes,' enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? 5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? 5b		X
c	If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T? 5c		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? 6a		X
b	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? 6b		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? 7a		X
b	If 'Yes,' did the organization notify the donor of the value of the goods or services provided? 7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? 7c		X
d	If 'Yes,' indicate the number of Forms 8282 filed during the year. 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? 7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? 7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? 7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? 7h		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? 8		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966? 9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? 9b		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12. 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities. 10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders. 11a		
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? 12a		
b	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year. 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? 13a		
Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans. 13b		
c	Enter the amount of reserves on hand 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year? 14a		X
b	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation on Schedule O. 14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? 15		X
If 'Yes,' see the instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? 16		X
If 'Yes,' complete Form 4720, Schedule O.			
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? 17		
If 'Yes,' complete Form 6069.			

Part VI Governance, Management, and Disclosure. For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.
 Check if Schedule O contains a response or note to any line in this Part VI.

Section A. Governing Body and Management

		Yes	No
1 a	Enter the number of voting members of the governing body at the end of the tax year. 1 a 6 If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1 b	Enter the number of voting members included on line 1a, above, who are independent. 1 b 6		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? 2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? . . . SEE .SCH .O 3	X	
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? 4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets? 5		X
6	Did the organization have members or stockholders? 6		X
7 a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? 7 a	X	
7 b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? 7 b	X	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8 a	The governing body? 8 a	X	
8 b	Each committee with authority to act on behalf of the governing body? 8 b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses on Schedule O. 9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10 a	Did the organization have local chapters, branches, or affiliates? 10 a		X
10 b	If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? 10 b		
11 a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? 11 a	X	
11 b	Describe on Schedule O the process, if any, used by the organization to review this Form 990. SEE SCHEDULE O		
12 a	Did the organization have a written conflict of interest policy? If 'No,' go to line 13. 12 a	X	
12 b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? 12 b	X	
12 c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe on Schedule O how this was done. SEE .SCHEDULE .O 12 c	X	
13	Did the organization have a written whistleblower policy? 13	X	
14	Did the organization have a written document retention and destruction policy? 14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15 a	The organization's CEO, Executive Director, or top management official. 15 a	X	
15 b	Other officers or key employees of the organization. SEE .SCHEDULE .O 15 b	X	
16 a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? 16 a		X
16 b	If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? 16 b		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed ▶ NONE
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. **SEE SCHEDULE O**
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records ▶
MANAGEMENT 750 E. PARK DRIVE HARRISBURG PA 17111 717 704-8437

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII.

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JANE SWAN CEO	40 0			X			195,280.	0.	21,129.	
(2) LEEANN RITCHIE LEAD PRINCIPAL	40 0					X	149,967.	0.	15,775.	
(3) GREG MCCURDY DIR. OF SPEC ED	40 0					X	128,951.	0.	7,440.	
(4) COREY GROFF PRINCIPAL	40 0					X	128,012.	0.	6,621.	
(5) DAVID TAYLOR BOARD PRESIDENT	5 0	X					0.	0.	0.	
(6) JOSEPH HARFORD BOARD SECRETARY	5 0	X					0.	0.	0.	
(7) DAVID BIONDO BOARD TREASURER	5 0	X					0.	0.	0.	
(8) GAIL HAWKINS BUSH BOARD MEMBER	5 0	X					0.	0.	0.	
(9) DR. ALEX SCHUH BOARD MEMBER	5 0	X					0.	0.	0.	
(10) PAUL DONECKER BOARD MEMBER	5 0	X					0.	0.	0.	
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) -----										
(16) -----										
(17) -----										
(18) -----										
(19) -----										
(20) -----										
(21) -----										
(22) -----										
(23) -----										
(24) -----										
(25) -----										

1 b Subtotal	602,210.	0.	50,965.
c Total from continuation sheets to Part VII, Section A	0.	0.	0.
d Total (add lines 1b and 1c)	602,210.	0.	50,965.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **▶ 4**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual.</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes,' complete Schedule J for such individual.</i>	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person.</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
CONNECTIONS EDUCATION DEPOSITORY 1001 FLEET STREET 5TH FLOOR BALTIMO	EDUCATIONAL SUPPORT	44,329,998.
LOGISTICS PLUS, INC P.O. BOX 1288 ERIE, PA 16512-1288	BUSINESS SUPPORT	1,283,433.
PRESENCE LEARNING P.O. BOX 92087 LAS VEGAS, NV 89193	SPECIAL ED SUPPORT	1,716,477.
AQUAPHOENIX SCIENTIFIC INC 860 GITTS RUN ROAD HANOVER, PA 17331	EDUCATION SUPPORT	1,380,772.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **▶ 4**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants, and Other Similar Amounts	1 a Federated campaigns	1 a				
	b Membership dues	1 b				
	c Fundraising events	1 c				
	d Related organizations	1 d				
	e Government grants (contributions)	1 e 15,154,820.				
	f All other contributions, gifts, grants, and similar amounts not included above	1 f				
	g Noncash contributions included in lines 1a-1f	1 g				
	h Total. Add lines 1a-1f		15,154,820.			
	Program Service Revenue	2 a <u>TUITION</u>		611600	118187669.	118187669.
b <u>OTHER INCOME</u>		611600	126,978.	126,978.		
c _____						
d _____						
e _____						
f All other program service revenue						
g Total. Add lines 2a-2f			118314647.			
Miscellaneous Revenue	3 Investment income (including dividends, interest, and other similar amounts)			169,290.	169,290.	
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents			(i) Real	(ii) Personal	
		6 a				
		b Less: rental expenses	6 b			
		c Rental income or (loss)	6 c			
	d Net rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory			(i) Securities	(ii) Other	
		7 a	17593974.			
		b Less: cost or other basis and sales expenses	7 b	17607978.		
		c Gain or (loss)	7 c	-14,004.		
	d Net gain or (loss)			-14,004.	-14,004.	
	Other Revenue	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18		8 a		
b Less: direct expenses		8 b				
c Net income or (loss) from fundraising events						
9 a Gross income from gaming activities. See Part IV, line 19		9 a				
b Less: direct expenses		9 b				
c Net income or (loss) from gaming activities						
10 a Gross sales of inventory, less returns and allowances			10 a			
	b Less: cost of goods sold		10 b			
	c Net income or (loss) from sales of inventory					
Miscellaneous Revenue			Business Code			
	11 a _____					
	b _____					
	c _____					
	d All other revenue					
e Total. Add lines 11a-11d						
12 Total revenue. See instructions			133624753.	118469933.	0.	0.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX.

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	228,220.	0.	228,220.	0.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0.	0.	0.	0.
7 Other salaries and wages	46,943,899.	45,309,515.	1,634,384.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	8,113,907.	7,768,103.	345,804.	
10 Payroll taxes	3,524,306.	3,391,806.	132,500.	
11 Fees for services (nonemployees):				
a Management				
b Legal	437,315.		437,315.	
c Accounting	698,936.		698,936.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	41,131.		41,131.	
12 Advertising and promotion	128,496.	128,496.		
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	111,521.	22,477.	89,044.	
17 Travel	386,821.	377,006.	9,815.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	13,078.		13,078.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	689,877.	14,217.	675,660.	
23 Insurance	648,963.	207.	648,756.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a <u>PURCHASED PROFESSIONAL SERVICE</u>	40,882,611.	40,563,017.	319,594.	
b <u>SUPPLIES</u>	6,457,821.	6,408,529.	49,292.	
c <u>COMMUNICATIONS</u>	1,899,850.	1,843,322.	56,528.	
d <u>GENERAL SUPPLIES</u>	1,616,286.	1,571,860.	44,426.	
e All other expenses	1,609,075.	1,408,964.	200,111.	
25 Total functional expenses. Add lines 1 through 24e	114,432,113.	108,807,519.	5,624,594.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X.

		(A) Beginning of year		(B) End of year
Assets	1 Cash – non-interest-bearing	22,674,843.	1	26,885,361.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net	2,395,309.	3	2,780,181.
	4 Accounts receivable, net	7,336,705.	4	6,728,803.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	105,115.	9	1,003,662.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 1,308,037.		
	b Less: accumulated depreciation	10b 480,618.	544,141.	10c 827,419.
	11 Investments – publicly traded securities	25,002,632.	11	41,907,746.
	12 Investments – other securities. See Part IV, line 11		12	
	13 Investments – program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	8,917.	15	166,322.
16 Total assets. Add lines 1 through 15 (must equal line 33)	58,067,662.	16	80,299,494.	
Liabilities	17 Accounts payable and accrued expenses	7,059,422.	17	9,349,783.
	18 Grants payable		18	
	19 Deferred revenue		19	1,851,541.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	6,650,052.	25	6,547,133.
	26 Total liabilities. Add lines 17 through 25	13,709,474.	26	17,748,457.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	44,358,188.	27	62,551,037.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
32 Total net assets or fund balances	44,358,188.	32	62,551,037.	
33 Total liabilities and net assets/fund balances	58,067,662.	33	80,299,494.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI.

1	Total revenue (must equal Part VIII, column (A), line 12)	1	133,624,753.
2	Total expenses (must equal Part IX, column (A), line 25)	2	114,432,113.
3	Revenue less expenses. Subtract line 2 from line 1	3	19,192,640.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	44,358,188.
5	Net unrealized gains (losses) on investments	5	-999,791.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	62,551,037.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII.

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____		
If the organization changed its method of accounting from a prior year or checked 'Other,' explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2b	Were the organization's financial statements audited by an independent accountant?	X	
If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	X	
3b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	X	

BAA

TEEA0112L 09/22/21

Form 990 (2021)

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization REACH CYBER CHARTER SCHOOL	Employer identification number 47-4968734
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Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.)						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
3 The value of services or facilities furnished by a governmental unit to the organization without charge.						
4 Total. Add lines 1 through 3.						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f).						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4.						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources.						
9 Net income from unrelated business activities, whether or not the business is regularly carried on.						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10.						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f)).	14	%
15 Public support percentage from 2020 Schedule A, Part II, line 14.	15	%
16a 33-1/3% support test—2021. If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization. ▶ <input type="checkbox"/>		
b 33-1/3% support test—2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization. ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization. ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization. ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions. ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose.						
3 Gross receipts from activities that are not an unrelated trade or business under section 513.						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
5 The value of services or facilities furnished by a governmental unit to the organization without charge.						
6 Total. Add lines 1 through 5.						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons.						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year.						
c Add lines 7a and 7b.						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6.						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources.						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						
c Add lines 10a and 10b.						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on.						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**. ▶

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f)).	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15.	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f)).	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17.	18	%

19a 33-1/3% support tests—2021. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization. ▶

b 33-1/3% support tests—2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization. ▶

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions. ▶

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If 'No,' describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If 'Yes,' explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If 'Yes,' answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If 'Yes,' describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If 'Yes,' explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ('foreign supported organization')? <i>If 'Yes' and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If 'Yes,' describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If 'Yes,' explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If 'Yes,' answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If 'Yes,' provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If 'Yes,' complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If 'Yes,' complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If 'Yes,' provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If 'Yes,' provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If 'Yes,' provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If 'Yes,' answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a	
b A family member of a person described on line 11a above?	11b	
c A 35% controlled entity of a person described on line 11a or 11b above? If 'Yes' to line 11a, 11b, or 11c, provide detail in Part VI .	11c	

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If 'Yes,' explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If 'No,' describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If 'No,' explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If 'Yes,' describe in Part VI the role the organization's supported organizations played in this regard.	3	

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.		Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If 'Yes,' then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a		
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If 'Yes,' explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If 'Yes' or 'No,' provide details in Part VI .	3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If 'Yes,' describe in Part VI the role played by the organization in this regard.	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

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Schedule A (Form 990) 2021

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required – <i>provide details in Part VI</i>)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1 Distributable amount for 2021 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2021 (reasonable cause required – <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2021			
a From 2016			
b From 2017			
c From 2018			
d From 2019			
e From 2020			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2021 distributable amount			
i Carryover from 2016 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2021 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2021 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2022. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2017			
b Excess from 2018			
c Excess from 2019			
d Excess from 2020			
e Excess from 2021			

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Schedule A (Form 990) 2021

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

**SCHEDULE D
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ **Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization

REACH CYBER CHARTER SCHOOL

Employer identification number

47-4968734

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part II Conservation Easements.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (for example, recreation or education)	<input type="checkbox"/> Preservation of a historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2 a
b Total acreage restricted by conservation easements	2 b
c Number of conservation easements on a certified historic structure included in (a)	2 c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2 d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? Yes No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? Yes No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

1 a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ \$ _____

(ii) Assets included in Form 990, Part X ▶ \$ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ \$ _____

b Assets included in Form 990, Part X ▶ \$ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a Public exhibition
- b Scholarly research
- c Preservation for future generations
- d Loan or exchange program
- e Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1 c
d Additions during the year	1 d
e Distributions during the year	1 e
f Ending balance	1 f

2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII.

Part V Endowment Funds. Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment _____ %
- b Permanent endowment _____ %
- c Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) Unrelated organizations	3a(i)	
(ii) Related organizations	3a(ii)	
b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land				
b Buildings				
c Leasehold improvements		223,326.	162,237.	61,089.
d Equipment		981,005.	248,028.	732,977.
e Other		103,706.	70,353.	33,353.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				827,419.

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Schedule D (Form 990) 2021

Part VII Investments – Other Securities.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives.....		
(2) Closely held equity interests.....		
(3) Other		
(A) -----		
(B) -----		
(C) -----		
(D) -----		
(E) -----		
(F) -----		
(G) -----		
(H) -----		
(I) -----		
Total. (Column (b) must equal Form 990, Part X, column (B) line 12.) . . ▶		

Part VIII Investments – Program Related.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . . ▶		

Part IX Other Assets.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) DUE TO CONNECTIONS ACADEMY	5,141,211.
(3) DUE TO OTHER GOVERNMENTS	1,326,000.
(4) OPERATING LEASE LIABILITY	79,922.
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 25.) ▶	6,547,133.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII. **SEE PART XIII.**

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	132,624,962.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments	2 a	-999,791.	
	b Donated services and use of facilities	2 b		
	c Recoveries of prior year grants	2 c		
	d Other (Describe in Part XIII.)	2 d		
	e Add lines 2a through 2d	2 e	-999,791.	
3	Subtract line 2e from line 1		3	133,624,753.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4 a		
	b Other (Describe in Part XIII.)	4 b		
	c Add lines 4a and 4b	4 c		
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	133,624,753.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	114,432,113.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities	2 a		
	b Prior year adjustments	2 b		
	c Other losses	2 c		
	d Other (Describe in Part XIII.)	2 d		
	e Add lines 2a through 2d	2 e		
3	Subtract line 2e from line 1		3	114,432,113.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4 a		
	b Other (Describe in Part XIII.)	4 b		
	c Add lines 4a and 4b	4 c		
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	114,432,113.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X - FASB ASC 740 FOOTNOTE

THE SCHOOL IS EXEMPT FROM FEDERAL INCOME TAXES UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE SERVICE CODE. THE SCHOOL ADOPTED THE PROVISIONS OF ASC 740-10, ACCOUNTING FOR UNCERTAINTY IN INCOME TAXES. MANAGEMENT EVALUATED THE SCHOOL'S TAX POSITIONS AND CONCLUDED THAT THE SCHOOL HAD TAKEN NO UNCERTAIN TAX POSITIONS THAT REQUIRE ADJUSTMENT TO THE FINANCIAL STATEMENTS TO COMPLY WITH THE PROVISIONS OF THIS GUIDANCE. THE SCHOOL FILES A RETURN OF ORGANIZATIONS EXEMPT FROM INCOME TAX ANNUALLY. THE SCHOOL'S RETURNS FOR 2019, 2020, AND 2021 ARE SUBJECT TO EXAMINATION

Part XIII Supplemental Information *(continued)*

PART X - FASB ASC 740 FOOTNOTE (CONTINUED)

BY THE IRS, GENERALLY FOR THREE YEARS AFTER THEY WERE FILED.

**SCHEDULE E
(Form 990)**

Department of the Treasury
Internal Revenue Service

Schools

- ▶ Complete if the organization answered 'Yes' on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.
- ▶ Attach to Form 990 or Form 990-EZ.
- ▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization

REACH CYBER CHARTER SCHOOL

Employer identification number

47-4968734

Part I

	YES	NO
1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	X	
2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	X	
3 Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet homepage at all times during its taxable year in a manner reasonably expected to be noticed by visitors to the homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If 'Yes,' please describe. If 'No,' please explain. If you need more space, use Part II. <u>CHARTER SCHOOL LAW PROHIBITS DISCRIMINATION.</u> ----- ----- -----	X	
4 Does the organization maintain the following? a Records indicating the racial composition of the student body, faculty, and administrative staff?	X	
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	X	
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	X	
d Copies of all material used by the organization or on its behalf to solicit contributions?	X	
If you answered 'No' to any of the above, please explain. If you need more space, use Part II. ----- ----- -----		
5 Does the organization discriminate by race in any way with respect to: a Students' rights or privileges?		X
b Admissions policies?		X
c Employment of faculty or administrative staff?		X
d Scholarships or other financial assistance?		X
e Educational policies?		X
f Use of facilities?		X
g Athletic programs?		X
h Other extracurricular activities?		X
If you answered 'Yes' to any of the above, please explain. If you need more space, use Part II. ----- ----- -----		
6 a Does the organization receive any financial aid or assistance from a governmental agency?	X	
b Has the organization's right to such aid ever been revoked or suspended?		X
If you answered 'Yes' on either line 6a or line 6b, explain on Part II. ----- ----- -----		
7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If 'No,' explain on Part II.	X	

Part II Supplemental Information. Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information. See instructions.

**SCHEDULE J
(Form 990)**

Compensation Information

OMB No. 1545-0047

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

2021

- ▶ Complete if the organization answered 'Yes' on Form 990, Part IV, line 23.
- ▶ Attach to Form 990.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

Employer identification number

REACH CYBER CHARTER SCHOOL

47-4968734

Part I Questions Regarding Compensation

1 a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If 'No,' complete Part III to explain.

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|---|
| <input type="checkbox"/> Compensation committee | <input checked="" type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment? **4 a**
- b** Participate in or receive payment from a supplemental nonqualified retirement plan? **4 b**
- c** Participate in or receive payment from an equity-based compensation arrangement? **4 c**
- If 'Yes' to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization? **5 a**
- b** Any related organization? **5 b**
- If 'Yes' on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization? **6 a**
- b** Any related organization? **6 b**
- If 'Yes' on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If 'Yes,' describe in Part III. **7**

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If 'Yes,' describe in Part III. **8**

9 If 'Yes' on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)? **9**

	Yes	No
1 a		
1 b		
2		
3		
4 a		X
4 b		X
4 c		X
5 a		X
5 b		X
6 a		X
6 b		X
7		X
8		X
9		

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2021

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(D) Nontaxable benefits	(E) Total of columns(B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990	
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				(C) Retirement and other deferred compensation
1 JANE SWAN CEO	(i)	167,060.	28,220.	0.	0.	21,129.	216,409.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
2 LEEANN RITCHIE LEAD PRINCIPAL	(i)	130,489.	19,478.	0.	0.	15,775.	165,742.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
3	(i)							
	(ii)							
4	(i)							
	(ii)							
5	(i)							
	(ii)							
6	(i)							
	(ii)							
7	(i)							
	(ii)							
8	(i)							
	(ii)							
9	(i)							
	(ii)							
10	(i)							
	(ii)							
11	(i)							
	(ii)							
12	(i)							
	(ii)							
13	(i)							
	(ii)							
14	(i)							
	(ii)							
15	(i)							
	(ii)							
16	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

**SCHEDULE O
(Form 990)**Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information to Form 990 or 990-EZComplete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021**Open to Public
Inspection**

REACH CYBER CHARTER SCHOOL

Employer identification number

47-4968734

FORM 990, PART VI, LINE 3 - DESCRIPTION OF DELEGATED DUTIES TO MANAGEMENT COMPANY

REACH CYBER CHARTER SCHOOL ENTERED INTO A SERVICE AGREEMENT WITH CONNECTIONS EDUCATION WHO AGREED TO PROVIDE EDUCATIONAL SERVICES AND VARIOUS ADMINISTRATIVE SERVICES.

FORM 990, PART VI, LINE 11B - FORM 990 REVIEW PROCESS

BOARD OF TRUSTEES WILL REVIEW PRIOR TO FILING.

FORM 990, PART VI, LINE 12C - EXPLANATION OF MONITORING AND ENFORCEMENT OF CONFLICTS

MONITORED THROUGH REGULAR BOARD MEETINGS.

FORM 990, PART VI, LINE 15B - COMPENSATION REVIEW & APPROVAL PROCESS - OFFICERS & KEY EMPLOYEES

THE BOARD DETERMINES COMPENSATION FOR THE CEO AND ALL EMPLOYEES USING COMPARABLE DATA FROM OTHER CYBER CHARTER SCHOOLS AND AN INDEPENDENT COMPENSATION CONSULTANT.

FORM 990, PART VI, LINE 19 - OTHER ORGANIZATION DOCUMENTS PUBLICLY AVAILABLE

GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICIES AND FINANCIAL STATEMENTS ARE MADE AVAILABLE TO THE PUBLIC UPON REQUEST.

Coversheet

Approval of Audit and Tax Services Proposal

Section: VI. Action Items
Item: A. Approval of Audit and Tax Services Proposal
Purpose:
Submitted by:
Related Material: Reach Cyber CS.audit.proposal.pdf



April 26, 2023

Mr. David Taylor
Board President
and
Ms. Jane Swan
Chief Executive Officer
Reach Cyber Charter School
750 East Park Drive, Suite 204
Harrisburg, PA 17111

Dear Mr. Taylor and Ms. Swan:

The following represents our understanding of the services we will provide the Reach Cyber Charter School. Please read this letter carefully because it is important that you understand and accept the terms under which we have agreed to perform our services as well as management's responsibilities under this agreement.

You have requested that we audit the financial statements of the governmental activities and each major fund of the Reach Cyber Charter School as of June 30, 2023, 2024, and 2025 and for the years then ended, and the related notes to the financial statements, which collectively comprise the Reach Cyber Charter School's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023 and 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements, and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis, schedule of the School's proportionate share of the net pension liability and contributions, and schedule of the School's proportionate share of the net OPEB liability and contributions be presented to supplement the basic financial statements. Such

information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of the School's Proportionate Share of the Net Pension Liability
3. Schedule of School Pension Contributions
4. Schedule of the School's Proportionate Share of the Net OPEB Liability
5. Schedule of School OPEB Contributions

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts, and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditor's reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Reach Cyber Charter School's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Reach Cyber Charter School's basic financial statements. Our report will be addressed to the Board of Directors of the Reach Cyber Charter School. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Reach Cyber Charter School's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions,

misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and the Board of Directors acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and

- implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
 10. For taking prompt action when instances of noncompliance are identified;
 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods, and preparing a summary schedule of prior audit findings;
 12. For following up and taking corrective action on current year audit findings, and preparing a corrective action plan for such findings;
 13. For submitting the reporting package and Data Collection Form to the appropriate parties;
 14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
 15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
 16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on compliance;
 20. For the accuracy and completeness of all information provided;

Engagement Letter
April 26, 2023

Mr. Taylor and Ms. Swan
Page 6

21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards; (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule; and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and the Board of Directors written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we will also assist in preparing the basic financial statements in accordance with accounting principles generally accepted in the United States of America and proposing adjusting or correcting journal entries to be reviewed and approved by the Reach Cyber Charter School's management. We will also prepare State and Federal information tax returns as applicable (BCO-10 and IRS Form 990).

We will not assume management responsibilities on behalf of the Reach Cyber Charter School. However, we will provide advice and recommendations to assist management of the Reach Cyber Charter School in performing its responsibilities.

The Reach Cyber Charter School's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants.
- This engagement is limited to the preparation of financial statements and journal entries previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Reach Cyber Charter School with regard to tax positions taken in the preparation of the tax return, but the Reach Cyber Charter School must make all decisions with regard to those matters.

Other Matters

In accordance with the terms and conditions of this agreement, the Reach Cyber Charter School shall be responsible for the accuracy and completeness of all data, information, and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, the Reach Cyber Charter School releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs, and expenses attributable to any knowing misrepresentation by

management and its representatives. For purposes of this agreement, a "knowing misrepresentation" is a knowingly false or misleading statement or a material misrepresentation.

The Reach Cyber Charter School agrees that any claim, dispute, or cause of action that may arise out of this engagement or relate, in any way, to this engagement, prior to any claim or cause of action being brought in mediation or in any other proceeding, must first be brought to the attention of our Managing Partner by written notice (Informal Dispute Notice), and the Reach Cyber Charter School agrees to give the Managing Partner at least twenty (20) days after receipt of your Informal Dispute Notice to resolve any such claim or dispute (Informal Dispute Procedure).

After the expiration of the Informal Dispute Procedure, the Reach Cyber Charter School agrees that any dispute not resolved must be submitted to mandatory non-binding mediation and that the parties will engage in the mediation process in good faith. The mandatory mediation process shall be initiated by a written demand given by either party to the other party in the engagement which describes the nature and basis of the dispute or disputes to be mediated and what relief and/or damages are sought. A mediation demand must be made within one hundred eighty (180) days after the date of the Informal Dispute Notice. Mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association existing as of the date of the mediation demand (Mediation Rules). The parties may agree to the selection of a mediator. However, if the parties are unable to agree to the selection of a mediator within twenty (20) days of the mediation demand (or such later time as the parties may mutually agree), such mediator shall be selected in accordance with the Mediation Rules. The Mediator selected must have a minimum of ten (10) years related experience. The costs of any mediation proceeding shall be shared equally by all parties. The mediation shall be confidential.

Any court action or other litigation shall be conducted only within the County of New Castle, Delaware. Delaware law shall apply irrespective of any conflicts of laws rules. The Reach Cyber Charter School agrees and consents to personal jurisdiction in the federal and state courts located in New Castle County, Delaware. The parties both agree to waive any right to a trial by jury in any dispute.

Any claim or litigation arising out of this engagement must be commenced within the earlier of (i) one (1) year from the accrual of such claim or cause of action; or (ii) one (1) year from the completion of the engagement, notwithstanding any statute of limitations or other statutory provision to the contrary. It is expressly understood that the completion of the engagement contemplated herein shall be deemed to have occurred upon delivery of our audit report to you. However, this period shall be deemed extended for ninety (90) days after the conclusion of the mediation process if the parties were engaged in the mediation process on the date that the period to commence any claim or litigation expires.

We shall not be liable for any incidental, consequential, punitive, exemplary, or noneconomic damages of any sort.

Professional standards require us to be independent with respect to the Reach Cyber Charter School. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions so that we can implement appropriate safeguards to maintain our independence.

The parties agree that no third-party beneficiaries are intended to be created by this engagement or by the work performed by us in connection with this engagement. However, without limiting the applicability of the foregoing, it is expressly understood that any person or entity claiming to be a third-party beneficiary of our services under this engagement shall be bound by all of the provisions of this engagement.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against the Reach Cyber Charter School or its officers subsequent to this engagement, which results in the subpoena of documents from us and/or requires additional assistance from us to provide information, depositions, or testimony, the Reach Cyber Charter School hereby agrees to compensate us (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent us in such adverse action.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records, and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing, and Price

During the course of the engagement, we may communicate with you or your personnel via e-mail, and you should be aware that communication in that medium contains a risk of misdirected or intercepted communications.

At Barbacane, Thornton & Company LLP, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Barbacane, Thornton & Company LLP to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Edmund Fosu-Laryea, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Barbacane, Thornton & Company LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that Barbacane, Thornton & Company LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussion with any of our personnel.

Our price for these services will be at our standard hourly rates plus out-of-pocket expenses. We estimate that our price for the above services will be as noted below. (Please see attached our schedule of standard billings.)

	<u>Audit</u>	<u>Tax Returns</u>
June 30, 2023	\$ 44,000	\$ 1,800
June 30, 2024	\$ 46,000	\$ 1,900
June 30, 2025	\$ 48,000	\$ 2,000

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these services will be rendered each month as work progresses and are payable on presentation. Interest is charged at the rate of 1½ percent per month on past due invoices. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue

and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The suspension or termination of our work may result in adverse consequences to you including your failure to meet deadlines imposed by governments, lenders, or other third parties. You agree that we will not be responsible for your failure to meet such deadlines, or for penalties or interest that may be assessed against you resulting from such failure. The above price is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is necessary, we will discuss it with you and arrive at a new price estimate.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated price. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Barbacane, Thornton & Company LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Barbacane, Thornton & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Engagement Letter
April 26, 2023

Mr. Taylor and Ms. Swan
Page 10

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Barbacane, Thornton & Company LLP
BARBACANE, THORNTON & COMPANY LLP

/nrl

RESPONSE:

This letter correctly sets forth the understanding of the Reach Cyber Charter School.

Approved by _____
David Taylor, Board President

Date _____

Approved by _____
Jane Swan, Chief Executive Officer

Date _____



CERTIFIED PUBLIC ACCOUNTANTS
 INTEGRITY □ QUALITY □ RESPONSIVENESS

SCHEDULE OF STANDARD BILLINGS

Our billings for the services set forth in your engagement letter for the June fiscal year end, which are payable upon receipt, will be rendered as follows:

Audit

<u>Billing Date</u>	
July	10%
August	25%
September	35%
October	25%
On delivery of report	5%

Tax Returns

<u>Billing Date</u>	
September	50%
On delivery of returns	50%

Please note that the above schedule will be accelerated should the audit and/or tax returns be completed sooner.

Additional time and services are billed at our standard hourly rates or at an agreed-upon fixed fee. Our standard billing rates are as follows:

Partner	\$ 315 - 395	Senior	\$ 140 - 150
Manager	210 - 225	Semi-Senior	125
Supervisor	180 - 205	Staff	85 - 115

Coversheet

Approval of Draft Budget for 2023-2024 (to follow)

Section: VI. Action Items
Item: B. Approval of Draft Budget for 2023-2024 (to follow)
Purpose:
Submitted by:
Related Material: Draft Budget 23-24.pdf

REACH CYBER CHARTER SCHOOL
2023-2024 BUDGET DRAFT
Presented for Board review May 17, 2023

	Fiscal Year Ending 6/30/23 YTD Actual through 4/30/2023	Fiscal Year Ending 6/30/23 Forecast as of 4/30/2023	2023/2024 First Draft Budget
Revenues:			
Function 6000- Local Sources	\$ 100,574,135	\$ 121,238,592	\$ 140,426,615
Function 7000- State Sources	\$ 5,668	\$ 150,668	\$ 147,500
Function 8000- Federal Sources	\$ 9,657,500	\$ 14,556,591	\$ 15,176,464
TOTAL REVENUES	\$ 110,237,303	\$ 135,945,851	\$ 155,750,579
Expenditures:			
Function 1000- Regular Instructional Programs			
100- Salaries	\$ 23,189,531	\$ 34,538,161	\$ 38,506,148
200- Employee Benefits	\$ 6,629,804	\$ 11,159,723	\$ 11,417,073
300- Purchased Professional and Tech Svcs (Note)	\$ 28,559,599	\$ 36,963,148	\$ 4,136,000
400- Purchased Property Services	\$ 107,280	\$ 219,246	\$ 305,000
500- Other Purchased Services	\$ 2,001,355	\$ 3,121,495	\$ 6,228,250
600- Supplies (Note)	\$ 5,143,226	\$ 7,388,334	\$ 6,846,500
700- Property	\$ 254,394	\$ 254,394	\$ 55,000
800- Dues, Fees and Other	\$ 2,021	\$ 745	\$ 1,500
Subtotal 1000- Regular Instructional Programs	\$ 65,887,210	\$ 93,645,246	\$ 67,495,470
Function 2000- Support Services			
100- Salaries	\$ 14,814,004	\$ 19,126,804	\$ 26,441,355
200- Employee Benefits	\$ 4,546,196	\$ 5,671,098	\$ 7,839,862
300- Purchased Professional and Tech Svcs (Note)	\$ 3,683,596	\$ 3,170,870	\$ 1,876,375
400- Purchased Property Services (Note)	\$ 667,009	\$ 827,953	\$ 867,994
500- Other Purchased Services	\$ 628,335	\$ 898,472	\$ 2,924,614
600- Supplies	\$ 880,798	\$ 2,123,177	\$ 2,900,250
700- Property	\$ 1,295,116	\$ -	\$ -
800- Dues, Fees and Other	\$ 150,203	\$ 143,919	\$ 143,125
Subtotal 2000- Support Services	\$ 26,665,256	\$ 31,962,293	\$ 42,993,574
Function 3000- Noninstructional Student/Community Svcs			
300- Purchased Professional and Tech Svcs	\$ 9,923	\$ 33,433	\$ 45,000
400- Purchased Property Services	\$ 35,145	\$ 128,148	\$ 186,000
500- Other Purchased Services	\$ 46,427	\$ 31,218	\$ 41,000
600- Supplies	\$ 2,400,347	\$ 2,876,602	\$ 4,710,500
800- Dues, Fees and Other	\$ 113,516	\$ 186,594	\$ 265,000
Subtotal 3000- Noninstructional Services	\$ 2,605,358	\$ 3,255,993	\$ 5,247,500
TOTAL EXPENDITURES	\$ 95,157,824	\$ 128,863,533	\$ 115,736,545
PROJECTED 22-23 NET INCOME		\$ 7,082,319	
PROJECTED 23-24 NET INCOME			\$ 40,014,034

Note: 22/23 YTD actual amounts and projections include over \$40 million in fees paid to Pearson Education. The education management partnership between Reach and Pearson will end 6/30/23, therefore the 23/24 budget does not include

REACH CYBER CHARTER SCHOOL 2022-2023 DRAFT BUDGET

PROJECTED ENROLLMENT AND REVENUE

Presented for Board review May 17, 2023

	Fiscal Year Ending 6/30/23 YTD Actual through 4/30/2023	Fiscal Year Ending 6/30/23 Forecast as of 4/30/2023	2023/2024 Budget
REVENUE:			
Local Sources:			
6500- Interest Income/ Unrealized Gain or Loss on Investments	\$ 685,249	\$ 822,299	\$ 800,000
6832- Pass-through Federal Funding IDEA-B	\$ 834,606	\$ 1,551,723	\$ 1,551,723
6834- Pass-through Federal Funding IDEA Preschool	\$ 2,827	\$ 2,827	\$ 2,827
6944- Regular Education Tuition	\$ 56,630,648	\$ 67,956,778	\$ 78,847,615
6943- Special Education Tuition	\$ 42,410,766	\$ 50,892,919	\$ 59,216,950
6999- Miscellaneous Income	\$ 10,039	\$ 12,047	\$ 7,500
Total Local Sources	\$ 100,574,135	\$ 121,238,592	\$ 140,426,615
State Sources:			
7330- State Health Reimbursement	\$ -	\$ 145,000	\$ 145,000
7599- Other State Revenue	\$ 3,750	\$ 3,750	\$ -
7990- E-Rate	\$ 1,918	\$ 1,918	\$ 2,500
Total State Sources	\$ 5,668	\$ 150,668	\$ 147,500
Federal & Other Program Funding (1):			
8514- CSI	\$ 82,716	\$ 89,079	\$ 89,079
8514- Title I	\$ 2,375,904	\$ 2,969,812	\$ 2,969,812
8515- Title II	\$ 177,726	\$ 265,710	\$ 265,710
8516- Title III	\$ -	\$ 7,288	\$ 7,288
8517- Title IV	\$ 195,161	\$ 236,230	\$ 236,230
8743- ESSER II	\$ 1,585,679	\$ 1,585,679	\$ -
8744- ESSER III	\$ 4,794,243	\$ 8,672,909	\$ 11,177,560
8751- ARP ESSER Learning Loss	\$ 311,946	\$ 414,285	\$ 430,785
8752- ARP ESSER Summer Programs	\$ 62,389	\$ 121,953	\$ 34,879
8753- ARP ESSER After School Programs	\$ 62,390	\$ 139,514	\$ 104,464
8754- ARP ESSER Homeless C&Y	\$ 9,346	\$ 54,132	\$ -
Total Federal Sources	\$ 9,657,500	\$ 14,556,591	\$ 15,176,464
TOTAL REVENUE ALL SOURCES	\$ 110,237,303	\$ 135,945,851	\$ 155,750,579

Enrollment and Tuition Rate Assumptions			
	2022/2023 Current ADMs (2)	Percentage of total population	Projected 2023/2024
Elementary	2,183	32%	2,686
Middle School	1,704	25%	2,096
High School	3,022	44%	3,718
	6,909	100%	8,500
23/24 Enrollment Projection			8,500
Special Education Population		23%	1,955

Revenue Source	Annual Base Rate (3)	Enrollment	Budgeted Revenue
Regular Ed Funding	\$12,047	6,545	78,847,615
Special Ed Funding	\$30,290	1,955	59,216,950
			138,064,565

Notes:
 (1) 23/24 allocations not yet available for Title and IDEA funds; Projections based on 22/23 final allocations
 (2) Current enrollment levels based on 5/5/23 metrics
 (3) Weighted average tuition rates based on weighted average rate Page 25/5/23

REACH CYBER CHARTER SCHOOL 2023-2024 STAFFING MODEL
INSTRUCTIONAL STAFF (1000 FUNCTION)
 Presented for Board review May 17, 2023

	Current Authorized Positions 22-23	23-24 Budgeted Positions	New Positions	Avg 23-24 Salary	Total 23-24 Salaries
<u>Instructional Staff Base Compensation</u>					
<u>Regular Programs (1100 Function):</u>					
Elementary Teachers (K-5)	132.0	132.0	0.00	\$ 63,374	\$ 8,365,320
Middle School Teachers (6-8)	71.0	69.0	(2.00)	\$ 63,330	\$ 4,369,792
High School/ Cr Recovery Teachers (9-12)	92.0	93.0	1.00	\$ 65,824	\$ 6,121,678
Elective Teachers (K-5)	22.0	22.0	0.00	\$ 65,982	\$ 1,451,598
Elective Teachers (6-8)	9.0	10.0	1.00	\$ 65,982	\$ 659,817
Elective Teachers (9-12)	21.0	21.0	0.00	\$ 65,982	\$ 1,385,617
Substitute Teachers	6.0	6.0	0.00	\$ 53,000	\$ 318,000
ELL Teachers	4.0	5.0	1.00	\$ 63,691	\$ 318,455
Math/Reading/Intervention Specialists	30.0	36.0	6.00	\$ 66,651	\$ 2,399,420
Veterinary Technician	1.0	1.0	0.00	\$ 72,541	\$ 72,541
Carpentry Program Coordinator	1.0	1.0	0.00	\$ 55,618	\$ 55,618
Cosmetology Coordinator	1.0	1.0	0.00	\$ 68,900	\$ 68,900
Career Readiness Teachers	3.0	4.0	1.00	\$ 63,070	\$ 252,280
STEM Teachers	4.0	6.0	2.00	\$ 64,596	\$ 387,578
	397.0	407.0	10.00		\$ 26,226,615
<u>Special Programs (1200 Function):</u>					
Special Education Teachers	86.0	87.0	1.00	\$ 65,671	\$ 5,713,334
Permanent Special Education Subs	2.0	9.0	7.00	\$ 53,000	\$ 477,000
Child Find Specialist	1.0	1.0	0.00	\$ 75,790	\$ 75,790
Work Experience Facilitator	2.0	2.0	0.00	\$ 65,750	\$ 131,499
Related Services Specialist	1.0	1.0	0.00	\$ 66,020	\$ 66,020
Related Services Coordinator	1.0	1.0	0.00	\$ 78,509	\$ 78,509
Paraprofessional Special Education	4.0	8.0	4.00	\$ 46,832	\$ 374,657
Gifted Teacher	3.0	3.0	0.00	\$ 67,724	\$ 203,171
	100.0	112.0	12.00		\$ 7,119,981
<u>Other Instructional Programs (1400 Function):</u>					
Administrative Asst II- Testing	1.0	1.0	0.00	\$ 53,172	\$ 53,172
School Assessment Coordinator	1.0	1.0	0.00	\$ 66,780	\$ 66,780
	2.0	2.0	0.00		\$ 119,952
Subtotal Instructional Staff Regular Compensation	499.0	521.0	22.0		\$ 33,466,548
<u>Other Instructional Compensation</u>					
Bonuses for returning staff					\$ 4,092,000
Bonuses for new positions					\$ 33,000
Professional Advancements-18 Captains (\$2,700 each)					\$ 48,600
Professional Advancements- 27 Department Chairs (\$6,000 each)					\$ 162,000
Additional Certification/ STEM Endorsement Stipends					\$ 40,000
Teacher Mentor Stipends (30@\$1,000 each)					\$ 30,000
Club Advisor Stipends					\$ 23,000
Other Extra Duty Stipends (Interim Duties, State Testing, STEM Camp, etc.)					\$ 246,000
Summer Instruction and Support					\$ 365,000
Subtotal Instructional Staff Other Compensation					\$ 5,039,600
TOTAL INSTRUCTIONAL SALARIES (100 OBJECT)					\$ 38,506,148
Taxes					\$ 2,945,720
Retirement					\$ 1,925,307
Tuition Reimbursement					\$ 385,061
Group Insurance and Other Benefits					\$ 6,160,984
TOTAL INSTRUCTIONAL BENEFITS (200 OBJECT)					\$ 11,417,073

REACH CYBER CHARTER SCHOOL 2023-2024 STAFFING MODEL

SUPPORT/ADMINISTRATIVE STAFF (2000 FUNCTION)

Presented for Board review May 17, 2023

	Current Authorized Positions 22-23	23-24 Budgeted Positions	New Positions	Avg 23-24 Salary	Total 23-24 Salaries
Support/Administrative Staff Base Compensation					
<u>Support Services Students (2100 Function):</u>					
Director of Counseling	1.0	1.0	0.0	\$ 103,966	\$ 103,966.17
Manager of Counseling	1.0	1.0	0.0	\$ 80,850	\$ 80,850.00
Coordinator of Counseling	1.0	1.0	0.0	\$ 79,178	\$ 79,178.42
School Counselors k-5	8.0	8.0	0.0	\$ 64,468	\$ 515,740.22
School Counselors 6-8	9.0	9.0	0.0	\$ 64,468	\$ 580,207.75
School Counselors 9-12	13.0	13.0	0.0	\$ 64,468	\$ 838,077.86
Manager of Social Work	1.0	1.0	0.0	\$ 79,296	\$ 79,296.39
School Social Workers	7.0	7.0	0.0	\$ 65,385	\$ 457,692.79
Administrative Assistant II- Counseling	3.0	3.0	0.0	\$ 54,876	\$ 164,628.61
School Psychologist	6.0	6.0	0.0	\$ 74,466	\$ 446,796.15
Speech Pathologist	16.0	21.0	5.0	\$ 67,928	\$ 1,426,483.21
Board Certified Behavior Analyst	0.0	2.0	2.0	\$ 64,000	\$ 128,000.00
Mental Health Counselors	0.0	2.0	2.0	\$ 60,000	\$ 120,000.00
Director to Career Readiness	1.0	1.0	0.0	\$ 111,267	\$ 111,266.61
Mgr Career Readiness	2.0	2.0	0.0	\$ 79,181	\$ 158,362.42
Coordinator Career Experience	7.0	7.0	0.0	\$ 69,831	\$ 488,819.53
Coordinator Career Exploration	1.0	2.0	1.0	\$ 63,600	\$ 127,200.00
Director of MTSS	1.0	1.0	0.0	\$ 105,924	\$ 105,924.00
Manager RTI	2.0	2.0	0.0	\$ 92,619	\$ 185,238.38
Director of Enrollment	1.0	1.0	0.0	\$ 84,105	\$ 84,105.00
Enrollment Specialist	14.0	14.0	0.0	\$ 49,046	\$ 686,638.97
Manager of State Attendance	1.0	1.0	0.0	\$ 71,224	\$ 71,223.60
Manager of State Reporting	1.0	1.0	0.0	\$ 80,192	\$ 80,192.43
Attendance Coordinator	1.0	1.0	0.0	\$ 59,453	\$ 59,453.10
Truancy Officer	5.0	5.0	0.0	\$ 63,839	\$ 319,193.27
Administrative Assistant II- Attendance	4.0	4.0	0.0	\$ 53,171	\$ 212,683.94
<i>Subtotal Support Services Students (2100 Function)</i>	107.0	117.0	10.0		\$ 7,711,218.80
<u>Support Services Instructional Staff (2200 Function):</u>					
Curriculum Coordinator	4.0	4.0	0.0	\$ 75,433	\$ 301,732.53
Director of Special Education	1.0	1.0	0.0	\$ 126,187	\$ 126,187.35
Assistant Director of Special Education	2.0	2.0	0.0	\$ 110,354	\$ 220,707.46
Supervisor of Special Education	5.0	5.0	0.0	\$ 87,514	\$ 437,569.55
Administrative Assistant II- Special Education	4.0	4.0	0.0	\$ 58,708	\$ 234,831.25
Medical Access Billing Coordinator	0.0	1.0	1.0	\$ 58,708	\$ 58,708.00
Instructional Coaches (K-12)	9.0	9.0	0.0	\$ 71,665	\$ 644,986
Instructional Coach- STEM	13.0	13.0	0.0	\$ 71,057	\$ 923,737.00
Professional Development Coordinator	1.0	1.0	0.0	\$ 78,509	\$ 78,508.90
Professional Development Manager	1.0	1.0	0.0	\$ 80,640	\$ 80,640.00
<i>Subtotal Support Services Instructional Staff (2200 Function)</i>	40.0	41.0	1.0		\$ 3,107,608.08
<u>Support Services Administration (2300 Function):</u>					
Chief Executive Officer	1.0	1.0	0.0	\$ 216,300	\$ 216,300
Chief Academic Officer	1.0	1.0	0.0	\$ 131,880	\$ 131,880
Chief Operations Officer	1.0	1.0	0.0	\$ 132,825	\$ 132,825
Manager of School Office	1.0	1.0	0.0	\$ 84,077	\$ 84,077
Administrative Assistant I- School Office	10.0	10.0	0.0	\$ 47,799	\$ 477,987
Administrative Assistant II- School Office	3.0	3.0	0.0	\$ 54,975	\$ 164,925
Clerical Office Assistant	0.0	1.0	1.0	\$ 6,240	\$ 6,240
Board and Legislative Liaison	1.0	1.0	0.0	\$ 78,750	\$ 78,750
<i>continued on next page</i>					

Support/ Administrative Staff continued on next page

**REACH CYBER CHARTER SCHOOL 2023-2024 STAFFING MODEL
SUPPORT/ADMINISTRATIVE STAFF (2000 FUNCTION Continued)**

Presented for Board review May 17, 2023

	Current Authorized Positions 22-23	23-24 Budgeted Positions	New Positions	Avg 23-24 Salary	Total 23-24 Salaries
Support/Administrative Staff Base Compensation continued					
<u>Support Services Administration (2300 Function) continued:</u>					
Director of Teaching and Learning	1.0	1.0	0.0	\$ 126,473	\$ 126,473
Director of Family Services	2.0	2.0	0.0	\$ 89,406	\$ 178,813
Manager of Family Services	2.0	2.0	0.0	\$ 76,732	\$ 153,464
Family Mentor	78.0	78.0	0.0	\$ 62,455	\$ 4,871,521
Director of School Outreach	1.0	1.0	0.0	\$ 98,462	\$ 98,462
Manager of School Outreach	1.0	1.0	0.0	\$ 79,637	\$ 79,637
Manager of External Outreach	1.0	1.0	0.0	\$ 88,000	\$ 88,000
Regional Community Coordinator	5.0	6.0	1.0	\$ 55,634	\$ 333,805
Supervisor of Social Media	1.0	1.0	0.0	\$ 76,041	\$ 76,041
Social Media Coordinator	1.0	3.0	2.0	\$ 62,400	\$ 187,200
Administrative Assistant- Outreach	1.0	1.0	0.0	\$ 53,430	\$ 53,430
Principal (one per grade level)	3.0	3.0	0.0	\$ 106,698	\$ 320,094
Assistant Principal (K-5)	7.0	7.0	0.0	\$ 94,288	\$ 660,017
Assistant Principal (6-8)	3.0	3.0	0.0	\$ 94,288	\$ 282,864
Assistant Principal (9-12)	5.0	5.0	0.0	\$ 94,288	\$ 471,440
Math Improvement Facilitator	2.0	2.0	0.0	\$ 83,685	\$ 167,370
Director of STEM Education	1.0	1.0	0.0	\$ 111,100	\$ 111,100
Manager of STEM Education	1.0	1.0	0.0	\$ 87,384	\$ 87,384
STEM Camp Coordinator	1.0	1.0	0.0	\$ 77,848	\$ 77,848
Administrative Assistant II- STEM	1.0	1.0	0.0	\$ 58,961	\$ 58,961
Subtotal Support Services Administration (2300 Function)	136.0	140.0	4.0		\$ 9,776,908
<u>Support Services Pupil Health (2400 Function):</u>					
Occupational Therapist	7.0	8.0	1.0	\$ 69,862	\$ 558,897
Occupational Therapist- COTA	0.0	2.0	2.0	\$ 51,000	\$ 102,000
Manager of School Nursing	1.0	1.0	0.0	\$ 75,556	\$ 75,556
School Nurse	6.0	6.0	0.0	\$ 61,881	\$ 371,284
Subtotal Support Services Pupil Health (2400 Function)	14.0	17.0	3.0		\$ 1,107,738
<u>Support Services Business (2500 Function):</u>					
Director of Finance	1.0	1.0	0.0	\$ 110,250	\$ 110,250
Coordinator of Payroll	1.0	1.0	0.0	\$ 68,105	\$ 68,105
Billing Associate	1.0	1.0	0.0	\$ 56,099	\$ 56,099
Accounting Specialist	2.0	2.0	0.0	\$ 67,204	\$ 134,408
Staff Accountant	2.0	2.0	0.0	\$ 63,600	\$ 127,200
Federal Programs Manager	1.0	1.0	0.0	\$ 84,000	\$ 84,000
Subtotal Support Services Business (2500 Function)	8.0	8.0	0.0		\$ 580,062
<u>Support Services Central (2800 Function):</u>					
Director of Technology	1.0	1.0	0.0	\$ 119,333	\$ 119,333
Server Engineer	1.0	1.0	0.0	\$ 90,100	\$ 90,100
Associate Information Security Engineer	1.0	1.0	0.0	\$ 66,250	\$ 66,250
Associate Inventory and Project Coordinator	1.0	1.0	0.0	\$ 68,900	\$ 68,900
Webmaster	1.0	1.0	0.0	\$ 90,100	\$ 90,100
Desktop Technician	3.0	5.0	2.0	\$ 79,500	\$ 397,500
Desktop Support Manager	1.0	1.0	0.0	\$ 92,500	\$ 92,500
Applications Analyst	2.0	2.0	0.0	\$ 79,500	\$ 159,000
Director of Human Resources	1.0	1.0	0.0	\$ 104,843	\$ 104,843
Manager of Organizational Effectiveness and Belonging	1.0	1.0	0.0	\$ 86,625	\$ 86,625
Manager of Employee Benefits	1.0	1.0	0.0	\$ 76,605	\$ 76,605
HR Coordinator	1.0	1.0	0.0	\$ 53,170	\$ 53,170
Talent Acquisition Specialist	1.0	1.0	0.0	\$ 65,720	\$ 65,720
HR Specialist	2.0	2.0	0.0	\$ 67,114	\$ 134,228
Dir of Data/ Student ASMT	1.0	1.0	0.0	\$ 110,164	\$ 110,164
Data Coordinator	1.0	1.0	0.0	\$ 81,564	\$ 81,564
Educational Tech Spclst	1.0	1.0	0.0	\$ 75,075	\$ 75,075
Subtotal Support Services Central (2800 Function)	21.0	23.0	2.0		\$ 787,993
Subtotal Support/Administrative Staff Regular Compensation	326.0	346.0	20.0		\$ 23,071,527
Other Support/Administrative Staff Compensation					
Bonuses for returning staff					\$ 3,153,128
Bonuses for new positions					\$ 30,000
Professional Advancements-6 Captains (\$2,700 each)					\$ 16,200
Professional Advancements- 6 Department Chairs (\$6,000 each)					\$ 36,000
Additional Certification/ STEM Endorsement Stipends					\$ 10,000
Mentor Stipends (5@\$1,000 each)					\$ 5,000
Homelessness Liaison Stipend					\$ 2,500
NHS/ NJHS Advisor Stipends (\$2,000 each)					\$ 4,000
Other Extra Duty Stipends (State Testing, STEM Camp, etc.)					\$ 46,000
Summer Support					\$ 67,000
Subtotal Instructional Staff Other Compensation					\$ 3,369,828
TOTAL SUPPORT/ADMINISTRATIVE SALARIES (100 OBJECT)					\$ 26,441,355
Taxes					\$ 2,022,764
Retirement					\$ 1,322,068
Tuition Reimbursement					\$ 264,414
Benefits					\$ 4,230,617
TOTAL SUPPORT/ADMINISTRATIVE BENEFITS (200 OBJECT)					\$ 7,839,862

**REACH CYBER CHARTER SCHOOL
2023-2024 DRAFT BUDGET
Non-Personnel Related School Expenditures
Instructional Services (1000 FUNCTION)
Presented for Board review May 17, 2023**

	FY 22/23 forecast as of 4/30/2023 (excluding Pearson fees)	2023-2024 Draft Budget
Purchased Professional and Technical Services:		
9323 - Professional Educational Services	\$ 31,702	\$ 200,000
9329 - Other Purchased Professional Educational Services	\$ 458,271	\$ 875,000
9330 - Other Purchased Professional Services	\$ 2,484,539	\$ 2,761,000
9330 - Other Purchased Professional and Technical Services	\$ 212,889	\$ 300,000
Subtotal- Purchased Professional and Technical Services	<u>\$ 3,187,401</u>	<u>\$ 4,136,000</u>
Purchased Property Services:		
9440 - Facility Rentals	\$ 219,246	\$ 305,000
Subtotal- Purchased Property Services	<u>\$ 219,246</u>	<u>\$ 305,000</u>
Other Purchased Services:		
9530 - Communications	\$ 1,595,083	\$ 3,050,250
9550 - Printing and Binding	\$ 9,655	\$ 10,000
9569 - Tuition to Other Educational Agencies	\$ 252,062	\$ 1,600,000
9580 - Travel	\$ 26,120	\$ 68,000
9599 - Other Miscellaneous Purchased Services	\$ 1,238,575	\$ 1,500,000
Subtotal- Other Purchased Services	<u>\$ 3,121,495</u>	<u>\$ 6,228,250</u>
Supplies:		
9610 - General Supplies	\$ 1,522,006	\$ 4,717,500
9635 - Meals and Refreshments	\$ 4,500	\$ 5,000
9640 - Books and Periodicals	\$ 96,733	\$ 109,000
9650 - Other Technology Related Supplies and Fees	\$ 902,629	\$ 2,015,000
Subtotal- Supplies	<u>\$ 2,525,868</u>	<u>\$ 6,846,500</u>
Property:		
9750 - Acquisition of New Fixed Assets and Equipment	\$ 254,394	\$ 55,000
Subtotal- Property	<u>\$ 254,394</u>	<u>\$ 55,000</u>
Other Objects:		
9810 - Dues and Fees	\$ 745	\$ 1,500
Subtotal- Other	<u>\$ 745</u>	<u>\$ 1,500</u>
Total Support Services Expenditures- Non personnel related	<u>\$ 9,309,149</u>	<u>\$ 17,572,250</u>

Instructional Services include all activities relating to direct interaction between instructors and students. Specific departmental budgets include the following:

- a) Special Education Instruction \$4.7 million- Related services required by student IEPs, assistive technology, instructional software subscriptions**
- b) STEM instruction \$5.7 million- Materials, warehousing and shipment of STEM kits, other STEM initiatives such as technology subscriptions, camps, and other supplies**
- c) Career Readiness Instruction \$1.9 million- Tuition/fees for student participation in career programs, badging software, career program supplies, elementary student career kits**
- d) All other regular instruction and state testing venue rental/ supplies \$5.3 million, including \$2.5 million for**

**REACH CYBER CHARTER SCHOOL
2023-2024 DRAFT BUDGET
Non-Personnel Related School Expenditures
Support Services (2000 FUNCTION)
Presented for Board review May 17, 2023**

	FY 22/23 forecast as of 4/30/2023 (excluding Pearson fees)		2023-2024 Draft Budget
Purchased Professional and Technical Services:			
9329 - Other Purchased Professional Educational Services	\$ 3,694		\$ 3,750
9330 - Other Purchased Professional Services	\$ 227,016		\$ 320,000
9340 - Other Purchased Technical Services	\$ 208,225		\$ 1,220,500
9350 -Purchased Security/ Safety Services	\$ 13,105		\$ 17,500
9360 - Other Employee Training and Development Services	\$ 183,926		\$ 214,625
9390 - Other Purchased Professional and Technical Services	\$ 38,746		\$ 100,000
Subtotal- Purchased Professional and Technical Services	\$ 674,711		\$ 1,876,375
Purchased Property Services:			
9410 - Cleaning Services	\$ 60,227		\$ 60,000
9420 - Utility Services	\$ 1,644		\$ 2,000
9430 - Repairs and Maintenance	\$ 13,898		\$ 15,750
9440 - Rentals	\$ 720,824		\$ 782,494
9490 - Other Purchased Property Services	\$ 6,360		\$ 7,750
Subtotal- Purchased Property Services	\$ 802,953		\$ 867,994
Other Purchased Services:			
9510 - Student Transportation Services	\$ 120,777		\$ 135,000
9523 - General Property and Liability Insurance	\$ 86,620		\$ 100,000
9530 - Communications	\$ 125,360		\$ 285,614
9549 - Other Advertising/ Public Relations	\$ 145,854		\$ 1,670,500
9550 - Printing and Binding	\$ 9,145		\$ 45,000
9580 - Travel	\$ 355,593		\$ 375,000
9599 - Other Miscellaneous Purchased Services	\$ 55,125		\$ 313,500
Subtotal- Other Purchased Services	\$ 898,472		\$ 2,924,614
Supplies:			
9610 - General Supplies	\$ 153,202		\$ 543,900
9635 - Meals and Refreshments	\$ 19,685		\$ 26,250
9640 - Books and Periodicals	\$ 3,820		\$ 4,200
9650 - Other Technology Related Supplies and Fees	\$ 1,946,470		\$ 2,325,900
Subtotal- Supplies	\$ 2,123,177		\$ 2,900,250
Property:			
9740 - Depreciation of Existing Fixed Assets	\$ -		\$ -
9750 - Acquisition of New Fixed Assets and Equipment	\$ -		\$ -
Subtotal- Property	\$ -		\$ -
Other Objects:			
9810 - Dues and Fees	\$ 143,919		\$ 143,125
Subtotal- Other	\$ 143,919		\$ 143,125
Total Support Services Expenditures- Non personnel related	\$ 4,643,232		\$ 8,712,358

Support Services include all activities relating to administrative and technical support to enhance and assist instruction and the school's mission. Specific departmental budgets include the following:

- a) Instructional Technology Support \$900,000- Student technology, communications and subscriptions**
- b) Central Staffwide Technology Support \$1.4 million- Infrastructure, Environment, Technical Support**
- c) Community Relations Services \$2.3 million- External outreach partnerships, services, and supplies**
- d) All other support services \$4.1 million- Includes School Administrative and Executive offices, Counseling, Social Work, Attendance, Health Services, Business, Professional Development, and Human Resources**

REACH CYBER CHARTER SCHOOL
2023-2024 DRAFT BUDGET
Non-Personnel Related School Expenditures
Non-Instructional Services (3000 FUNCTION)
Presented for Board review May 17, 2023

	FY 22/23 forecast as of 4/30/2023 (excluding Pearson fees)	2023-2024 Draft Budget
Purchased Professional and Technical Services:		
9390 - Other Purchased Professional and Technical Services	\$ 33,433	\$ 45,000
Subtotal- Purchased Professional and Technical Services	\$ 33,433	\$ 45,000
Purchased Property Services:		
9420 - Utility Services	\$ 2,101	\$ 5,000
9440 - Rentals	\$ 125,410	\$ 180,000
9490 - Other Purchased Property Services	\$ 637	\$ 1,000
Subtotal- Purchased Property Services	\$ 128,148	\$ 186,000
Other Purchased Services:		
9530 - Communications	\$ 2,069	\$ 1,000
9580 - Travel	\$ 12,525	\$ 15,000
9599 - Other Miscellaneous Purchased Services	\$ 16,623	\$ 25,000
Subtotal- Other Purchased Services	\$ 31,218	\$ 41,000
Supplies:		
9610 - General Supplies	\$ 2,871,975	\$ 4,699,000
9635 - Meals and Refreshments	\$ 4,000	\$ 10,000
9650 - Other Technology Related Supplies and Fees	\$ 627	\$ 1,500
Subtotal- Supplies	\$ 2,876,602	\$ 4,710,500
Other Objects:		
9894 - Fees for Instruction Related Events	\$ 128,441	\$ 150,000
9895 - Fees for district athletic and activity participation	\$ 13,808	\$ 25,000
9896 - Fees for Social Outreach Events	\$ 44,345	\$ 90,000
Subtotal- Other	\$ 186,594	\$ 265,000
Total Support Services Expenditures- Non personnel related	\$ 3,255,993	\$ 5,247,500

Non-Instructional Services include school-sponsored student activities such as Back to School events, school clubs, prom, and student participation in district athletics and extracurricular activities. These services also include community outreach administered by parent Community Coordinators, and benevolent giving initiatives such as "Sunshine Funds" that benefit families in need. Our largest benevolent giving initiative involves providing grocery certificates to all Reach households on a periodic basis in order to help provide food stability to our students for their overall success and well being.

Coversheet

Approval of Updates to Board Policies

Section: VI. Action Items
Item: C. Approval of Updates to Board Policies
Purpose:
Submitted by:
Related Material: Access_to_Public_Records_Policy_updated.pdf
Board_Attendance_Policy_updated.pdf
Code_of_Ethics_Policy_updated.pdf
Nepotism_Policy_Approved_updated.pdf
Confidentiality_Policy_updated.pdf
Gift_Solicitation_and_Acceptance_Policy_updated.pdf
Dispute_Resolution_Policy_updated.pdf
Social_Media_Policy_Approved_updated.pdf
Board_Delegation_Policy_updated.pdf
Background_Clearance_for_Board_Members_Policy_updated.pdf

REACH CYBER CHARTER SCHOOL (SCHOOL)

Board of Trustees

Access to Public Records Policy

Purpose

The School abides by state and federal public records and open meetings laws, to the extent applicable, and makes every effort to provide access to public records as appropriate. The policy sets out the procedures to be followed in response to a request for public records from the School.

Policy

The business of the Board is discussed, and decisions are made in accordance with the Open Meeting Law. The official minutes of the Board, its written policies, its financial records and all other public records, except for those which are confidential, privileged, subject to a right of privacy or otherwise exempt from disclosure, are open for inspection in the School's administrative office during the hours when the administrative office is open. However, if the records are not readily accessible or if portions of the records must be redacted in order to protect exempt material, the School shall determine the reasonable period of time, or as otherwise provided in the state law, needed to perform these functions and inform the requestor in writing of the date and time after which the records will be available for inspection. The release of school-wide information is coordinated by the School's Records Custodian. The School will comply with the state and federal laws, including the Family Educational Rights and Privacy Act, ("FERPA") and the School's Confidentiality Policy, in releasing records.

Procedure

On receipt of a record request, the School may ask but shall not require the identity of an individual requesting information and the reason the information is sought to be in writing by completing a Public Records Request Form. The School shall also inform the requestor that providing such information in writing enhances the School's ability to identify and locate the records requested.

Any individual who seeks to obtain or inspect a copy of a public record may request that the record be duplicated on paper, on the same medium on which the record is kept or any other medium that the School Records Custodian deems reasonable. Records in an electronic format shall be made available in electronic format upon request, consistent with applicable law. Where necessary to assist a member of the public in making a focused and effective request that reasonably describes an identifiable record or records, the School shall, to the extent reasonable under the circumstances, assist the member of the public in identifying records and information that are responsive to the request and the purpose of the request, if stated, and describe the information technology and physical location in which the records exist.

Individual student records and other confidential records protected by state or federal law may not be released for inspection unless such inspection is allowed pursuant to applicable law. In general, the School may not disclose personally identifiable information from student records without prior signed and dated written consent from a parent or eligible student. Student information deemed "directory

information” pursuant to FERPA may be released without consent under certain

circumstances. However, student directory information is only released pursuant to the School’s administrative regulations governing release of such information and applicable law. Student directory information is not released when parents/guardians/students affirmatively withdraw in writing consent to release such information. Student records that consist of personally identifiable information generally are exempt from disclosure.

All records provided in response to a public records request will be made available in a reasonable period of time and within the maximum time periods allowed by law, inclusive of any extensions. Upon receiving a request for a copy of records, the School shall determine, whether the request in whole or in part seeks copies of disclosable public records in the possession of the agency and shall promptly and within the time permitted by law notify the person making of the request of the determination and the reasons therefore. If a public records request is denied in whole or in part, the School shall provide a written explanation with the legal authority for the denial of the request and the name and title or position of each person responsible for such determination, where required by law.

The School’s Records Custodian may transmit the requested records by mail or by other means of delivery request, if the method requested is reasonably available. The School’s Record Custodian may also make the records available for pick-up at the School’s administrative office.

Where permitted by law, a fee may be charged for copies which may not exceed, except in the case of certain electronic records, the direct costs of duplication. Where required by law the school will maintain a list of the fees that it charges at each office where public records are provided and post at that office in a conspicuous place, a sign or notice that states: the fee charged to provide a copy of the public record; or, the location at which a list of each fee charged may be obtained. The direct cost of duplication does not include staff time spent researching, retrieving and mailing the record. The School may require that the fee for copies and/or delivery, if requested, be paid in advance.

The School’s public records policy shall be posted in a conspicuous location in the School’s administrative office and on the public website. The policy is distributed to the School’s Records Custodian and receipt of the policy by the custodian is acknowledged. A copy of the records retention policy will be maintained and readily available to the public in the School’s administrative office.

Related Documents

Record Retention Policy
Confidentiality Policy Records
Request Form

DATE OF ORIGINAL APPROVED: September 4, 2014

DATE REVISED:

Public Records Request Form

Complete and submit this form by fax or mail to the address shown above to request public records from Reach Cyber Charter School. After receiving your request, we will contact you within five (5) days to confirm receipt of your request, advise you whether the records are available for public inspection and, if so, when, and let you know as permitted by law if the School will be charging and how much the requested records will cost if you desire that copies be made. All payment must be submitted by mail using a check payable to "Reach Cyber Charter School" Please write "Records Request" in the notes line of your check.

Requestor Information

Name		Organization (optional)		
Street Address		City	State	Zip Code
()	()	()	()	
Home Phone	Work Phone	Cell Phone	Fax	E-mail Address
Preferred method to contact you (check one):		<input type="checkbox"/> Home Phone	<input type="checkbox"/> Work Phone	<input type="checkbox"/> Cell
		<input type="checkbox"/> Fax	<input type="checkbox"/> E-mail	

Records Request Information

Indicate below the address to which the requested records should be mailed, if different from the address listed above. Records may be made available for pick-up at the School's administrative office upon request. Then, list the records you are requesting along with a description of each. If you are requesting a record of meeting minutes, please indicate the date of the meeting. Call the school to obtain a complete list of meeting dates. Copies of records shall be made promptly available upon payment of fees covering direct costs of duplication, plus postage or other delivery charge if such delivery is requested.

Address where records should be mailed: Check here if name and address are the same as those listed above.

Name		Organization (optional)		
Street Address		City	State	Zip Code

Record Type	Description of Record (for meeting minutes, indicate meeting dates)

For Office Use Only (Attach a copy of the check to this form when it is received.)				
Date Request Received	Date Request Reviewed	Date Payment Received	Date Records Mailed	Reviewer's Name
No of Request Type	No of Photocopies	Total Cost of Request	Notes:	

**REACH CYBER CHARTER SCHOOL
(SCHOOL)
Board of Trustees
Board Attendance Policy**

Purpose

Active involvement and participation of Board members is essential for effective governance of the School. The Board cannot make any decisions or vote on any policy if a quorum is not present at each meeting. This policy promotes active involvement and participation by requiring regular attendance at Board meetings and providing procedures to deal with lapses in attendance.

Policy

Board members are expected to demonstrate their commitment to the School by regularly attending Board meetings, except when prevented by unforeseeable events.

Procedure

The Board shall adopt a regular meeting schedule at the annual meeting, or soon thereafter, to confirm the availability of Board members and provide notice to all Board members of the meetings for the year. This schedule may be amended during the year to change dates, times, days and/or hold additional special meetings.

A Board member who is unable to attend a Board Meeting must inform either the Board Chair or the Board designee for logistics of the intended absence.

Participation via teleconference is equivalent to attendance at a regular meeting as allowable by state law.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which depending on the circumstances may include removal of a member from the Board.

Attendance requirements

A Board member who is absent for three (3) consecutive Board meetings, without notifying the Chair or the Board designee for logistics as required, has violated this policy. A Board member who is absent for four (4) consecutive Board meetings, notwithstanding notification to the Chair or the Board designee for logistics has violated this policy.

Prospective members of the Board shall be provided with a copy of this Policy and asked to commit to observing its terms.

Process

- The Board Chair shall monitor the attendance of each member and issue warnings as appropriate.
- The Board Chair shall consult with a member who has violated this policy to attempt to resolve the issue without removal of the member.
- If the Board Chair is unable to resolve the issue, and the Board member wishes to remain on the Board, the issue will be placed on the agenda for the next Board meeting. The Board member of concern may address the entire Board, and the Board will then decide what actions to take regarding that Board member's future membership on the Board.
- If the Board decides that removal of the member is appropriate, the remaining Board members will immediately begin the process to recruit a new Board member. A member who has been removed under this policy may be considered at a later date for appointment to the Board.

Related Documents

Bylaws

DATE ORGINALLY APPROVED: September 4, 2015

DATE REVISED:

**REACH CYBER CHARTER SCHOOL
(SCHOOL)
Board of Trustees
Code of Ethics Policy**

Purpose

The Board is committed to its role of promoting the mission of the School, overseeing the management of the School, and acting as guardian of the public trust by overseeing School finances. In order to achieve these goals, members of the Board must maintain the highest level of ethical conduct.

This policy establishes the standards of conduct the Board must meet in carrying out its responsibilities to the School and the public.

Policy

The Board is morally and legally obligated to manage the School in the best interests of the public and the School Community. The Board members must demonstrate professional ethical behavior at all times in their responsibilities to the School, in their professional relationships with each other, and in their professional service to the community, and will be required to adhere to this code of ethics.

Board members shall comply with all laws, including those pertaining to ethics, and shall faithfully promote the School's interests, maintain confidentiality of information, carry out their duties honestly, and adhere to all the other policies in the Board Governance and Administrative Policy Manual.

Procedure

At all times Board members shall observe the following specific procedures:

- Be diligent, attend Board meetings, and devote sufficient time for adequate Board meeting preparation.
- Maintain the confidentiality of private and or legally privileged information acquired as a result of Board membership.
- Attend Board governance training and conferences when possible, to improve the member's ability to serve the Board.
- Meet regularly to monitor the performance of management and the School as a whole.
- Maintain the separation of duties and responsibilities between the Board and School leadership to promote accountable and balanced decision-making.

- Help ensure that the independent views of Board members receive due consideration and weight.
- Work to provide stakeholders with accurate and balanced information regarding the School's performance, including financial and academic measures.
- Conduct regular self-assessments to ensure each member is contributing optimally to the Board, and if the member's contribution is lacking, pursue either training or assistance to improve the member's performance or seek the member's resignation.
- Help protect the School's assets by considering risk management strategies.
- Ensure that financial and other personal interests do not conflict with the member's duty to the Board and the School.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which depending on the circumstances, will include removal of a member from the Board.

Related Documents

Delegation Policy
Conflict of Interest Policy
Confidentiality Policy
Attendance Policy
Gift Solicitation and Acceptance Policy
Bylaws

DATE OF ORIGINAL APPROVED: September 4, 2015

DATE REVISED:

REACH CYBER CHARTER SCHOOL
Board of Trustees
Nepotism Policy

**Familial Relationships between Employees and Members of the Governing Board or
Head Administrator**

Reach Cyber Charter School will not employ any person who is a family member of a governing board member or of the head administrator. A family member includes a spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law.

DATE ORGINALLY APPROVED: September 4, 2015

DATE REVISED:

**REACH CYBER CHARTER SCHOOL
(SCHOOL)
Board of Trustees
Confidentiality Policy**

Purpose

The Board is committed to openness, transparency, and accountability. Its policies shall reflect its desire to balance the release of information while ensuring the protection of individual privacy, the effective management of the School, and compliance with relevant legislation. This policy is intended to regulate the release of confidential information by Board members.

Policy

Board members shall not be permitted to release any confidential material obtained in the course of their service as a Board member, unless such release is in accordance with the requirements of applicable legislation and is consistent with the Board's policies on access to public records.

Procedures

The Board shall endeavor to explicitly mark on the document whether any or all its minutes, disclosures, or papers, or those of its sub-committees (not otherwise required by legislation, regulation, or its rules to be made public) are confidential. However, the failure to mark a document as confidential shall not waive the status of such document as confidential, privileged or other otherwise exempt from disclosure. The Board may seek assistance from Board Counsel, as needed, to review requests for disclosure.

Board members shall be deemed school officials under the Family Educational Rights and Privacy Act (FERPA), however shall only have access to student records where there is a legitimate educational interest. Board members shall be subject to FERPA provisions and shall ensure they comply with FERPA provisions for any disclosures of student records to any third parties.

On those occasions and for those documents and discussions that the Board elects not to make public, Board members shall respect the confidentiality of those documents, and of any discussions of the Board on those matters.

Notwithstanding the above, Board members are not authorized to speak on behalf of the School unless the same has been authorized by a vote of the Board or specifically requested and or reviewed by the School leadership. A Board member in receipt of a request for a public document must refer such request to the School Records Custodian for response in accordance with proper procedures.

In particular, Board members shall not

- disclose to any member of the public any confidential information acquired by virtue of their position as a Board member, such as minutes of closed sessions at which public access is not required by law;

- disclose any privileged attorney-client communications;
- use any confidential information acquired by virtue of their position on the Board for their personal financial or other benefit or for that of any other person;
- disclose to any member of the public any confidential information related to the interests of individuals, groups or organizations acquired by virtue of their position on the Board;
- make statements to the media in the name of the organization except after coordinating all such efforts with the School leadership;
- permit any unauthorized person to inspect or have access to any confidential documents or other information.

Failure to maintain confidentiality may constitute a breach of the Board member's fiduciary duties to the School.

The obligation to protect such confidential matters from disclosure continues even after the individual Board member is no longer serving on the Board.

Unless otherwise restricted or required by law, or contract, the Board shall decide from time to time whether any guests shall be permitted to attend any or all its closed meetings. Where appropriate, guests who the Board believes are necessary for the Board's consideration of the item or items to be considered may be admitted, subject to their undertaking to maintain confidentiality.

Where appropriate and permissible by law, personally identifiable information about individuals may be redacted from material before consideration by the Board.

It is the responsibility of the Board Chair, with guidance from Board counsel, to ensure that Board materials are appropriately classified as confidential or open to release.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which depending on the circumstances may include removal of a member from the Board.

Related Documents

Access to Public Records Policy

DATE OF ORIGINAL APPROVAL: September 4, 2015

DATE REVISED:

**REACH CYBER CHARTER SCHOOL
(SCHOOL)
Board of Trustees**
Gift Solicitation and Acceptance Policy

Purpose

The Board is committed to high standards of ethical conduct. The acceptance of personal gifts of significant value by Board members could expose the Board to a Conflict of Interest. The purpose of this policy is to protect the Board from any possible Conflict of Interest or appearance of impropriety by prohibiting Board members from soliciting or accepting personal gifts of significant value.

Policy

Board members and their immediate family members (as defined in Conflict-of-Interest Policy) are prohibited from soliciting or accepting any substantial personal gift offered as a result of the member's position on the Board. Unless otherwise prohibited by law, a Board member may accept a personal gift if the value of the gift does not exceed fifty (\$50) dollars. Multiple gifts from a single source in any calendar year are prohibited if their aggregate value exceeds fifty (\$50) dollars.

Procedure

Board

Unless prohibited by law, Board members and their immediate family members may accept a personal gift where the value of the gift does not exceed fifty (\$50) dollars. Multiple gifts from a single source in any calendar year are prohibited.

Before a Board member or their immediate family member may accept any personal gift that exceeds the fifty (\$50) dollars set amount, the Board member must submit the matter to Board counsel for review. Acceptance of such gift shall require Board approval and may also require additional disclosures to other state entities based on Board counsel's advice⁴.

Violations of the Policy

If the Board obtains information that a Board member has violated this policy, the Board shall inform the member and afford the Board member an opportunity to explain the alleged violation.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which may include but is not limited to return or repayment of the gift, and depending on the circumstances, potentially removal from the Board.

Related Documents

Conflict of Interest Policy

DATE ORGINALLY APPROVAL: September 4, 2015

DATE REVISED:

**REACH CYBER CHARTER SCHOOL
(SCHOOL)
Board of Trustees
Dispute Resolution Policy**

Purpose

The Board meeting is the final forum under School procedures for resolving disputes between students, parents, staff, and others. This policy sets out the procedures for parties to follow in a dispute, which has not been satisfactorily resolved through the initial resolution procedures provided by the School, to ensure that all parties' rights are protected.

Policy

The Board places great importance on its role as the final authority under School procedures for any disputes brought forward by students, parents, staff, and other parties and strives to resolve disputes in a manner that protects the interests of all stakeholders. Individuals desiring to address the Board shall do so in compliance with the Public Comment Policy adopted by the Board. Individuals bringing a dispute before the Board may be held personally liable for any libel, slander, defamatory or other similar actions brought against the school and Board for any statements made or documents presented regarding other individuals.

Procedure

As set out in the School Handbook, students, parents and members of the public have standing to ask the Board to resolve issues that have not been satisfactorily resolved through the initial resolution procedures provided by the School.

Any individual may present a dispute to the Board at a regularly scheduled Board meeting, consistent with the terms of the Public Comment Policy and in accordance with the Open Meetings Law requirements for placing items on an agenda for deliberation, consideration, or taking any action. Parties to a dispute shall have the ability to have the hearing in a closed session where permitted by the state Open Meeting Laws and otherwise set out in the charter and state laws. Where held in open session, Parties will be reminded that the meeting is open to the public and any information disclosed will be a public record.

Once a dispute has been presented, and as allowable pursuant to Open Meeting Laws, the Board shall decide:

1. Whether the dispute presents an urgent matter that must be addressed as soon as possible,
2. Whether the dispute should be referred to School leadership or a Board committee for further steps, and
3. What other procedures the Board should follow to resolve the dispute.

The Board will revisit the dispute at subsequent meetings until the matter has been resolved.

The party presenting the dispute will have an opportunity to submit written submissions and documentation. If the dispute concerns a student, or if a student will provide personally identifiable information in the course of the dispute resolution, the parent or student, as applicable, must execute a Family Educational Rights and Privacy Act (FERPA) Rights Waiver Form acknowledging the potential disclosure of student records and/or personally identifiable information.

Related Documents

Family Educational Rights and Privacy Act (FERPA) Rights Waiver Form
Public Comment Policy
School Handbook

DATE OF ORIGINAL APPROVAL: September 4, 2015

DATE REVISED:

Family Educational Rights and Privacy Act (FERPA) Rights Waiver Form

Student's Name:

Item(s) of information to be released:

Personally identifiable records and FERPA protected student education records

Other _____

I hereby understand that the above records and information will be disclosed by school staff, myself, and my student (whichever applicable) to the Board of Directors, guests and members of the public during a meeting of the Board of Directors.

I understand that this is a public forum, minutes are kept of this meeting and in some cases the meeting may be recorded, and that the above information may be released into the public by my engaging the Board of Directors in the meeting in discussion on a specific matter related to myself or my student (whichever applicable).

I hereby understand and agree to waive my or my student's rights to the protection of the above information.

Parent/Eligible Student Signature

Date

**REACH CYBER CHARTER SCHOOL
(SCHOOL)
Board of Trustees
Social Media Policy**

Purpose

The Board believes in utilizing online social media sites to foster collaboration and share information about the School but recognizes the importance of the responsible use of such sites. The purpose of this policy is to provide standards for both professional and personal use of online social media such as blogs, wikis, social networks (Facebook, MySpace, Twitter), virtual worlds, user-generated audio and video (YouTube), or other social media that could impact the School (collectively referred to as "Social Media").

Policy

The Board encourages the use of Social Media sites by its members to engage in, learn from, and contribute to the worldwide online dialogue about education. Any such use of Social Media must be responsible, and in accordance with the following procedures.

Procedure

General Guidelines

- Individuals should write about what they know. Any statements should be accurate and factual. It is good to be exciting and creative when talking about the School and its program offering, but not to exaggerate or guess. Refer questions to an expert at the School.
- Individuals should always present themselves in a manner consistent with how they want the School to be viewed. Posts are published to the world, and can be seen by colleagues, the School's students and their parents. Social Media sites tend to blur the lines between personal and professional lives, and public and private information. Communications should be framed accordingly.
- Individuals should restrict access to postings by using privacy settings as appropriate. Because boundaries can be blurred, professional contacts may have access to personal information that is posted if proper filters are not in place.
- Individuals should present the School and its vendors well. Online postings create perceptions about the School, its vendors and its affiliated schools. Any content associated with the School and its vendors should be consistent with the School and vendors' values and standards of conduct.
- Individuals should be respectful of others. Debate is healthy; disparaging others (including competitors) is not. Outside parties CAN pursue legal action based on content in Social Media.

- Mistakes should be corrected and proper disclosure made of any modifications to postings.
- Individuals should identify themselves by disclosing their role and status. Individuals should clearly state they are speaking for themselves and not on behalf of the School or any of its vendors. Only individuals that have been officially designated by the School or its vendors have the authority to speak on behalf of the School or its vendors.
- Some individuals may have obligations under state law to report child abuse and neglect. Individuals should understand and be aware of any such obligations as they relate to activities related to Social Media.

Prohibited Activities

- The School and its vendors' proprietary and confidential information must be protected and cannot be disclosed. School and vendor financial information, trade secrets, customer information and confidential and personally identifiable information about students shall not be posted.
- Individuals may not violate laws governing copyright and fair use of copyrighted material owned by the School, its vendors or others.
- Official School business should not be conducted on a Social Media site. Board communications should be conducted in accordance with the Open Meeting Laws and Board's policies and practices.
- Individuals should maintain a supervisory, professional, and respectful relationship with all members of the School community.
- Information about students must not be published online. Board members may be privy to student records however need to comply with the Family Rights and Education Privacy Act (FERPA) and cannot disclose such information online.
- Personally identifiable information about colleagues, including photos, must not be posted without their consent.

Related Documents

Confidentiality Policy

DATE OF ORIGINAL APPROVAL: September 4, 2015

DATE REVISED:

**REACH CYBER CHARTER SCHOOL
(SCHOOL)
Board of Trustees
Board Delegation Policy**

Purpose

The Board is committed to efficiency of processes and often has Board members designated on behalf of the Board to review and work with the School prior to Board consideration and approval of regularly and annually approved items. Therefore, it is desirable for the Board to adopt a Board Delegation policy though which default Board designees are established (“Board Designee”).

Policy

In addition to any responsibilities set out in the Bylaws, subject to the Open Meetings Laws, the Board shall delegate additional specific tasks to individuals correlated to the position they are serving in, specifically as an Officer or Parent Representative. This does not prevent other Board members from volunteering to assist on these tasks, however this policy provides for a Board Designee, where one has not been allocated. Any specific motions approved by the Board for a Board Designee shall replace these automatic designations.

Procedure

At the appointment of an Officer position at the annual meeting, the Officer candidate will be advised of the tasks to be performed as Board Designee, as part of this policy. The Parent Representatives being appointed to the Board will also be informed of the tasks for which a Parent Representative would be a Board Designee. At the relevant time, the Board Designee will begin work on the matter and involve any other Board members who also desire to assist with the specific matter, subject to the Open Meeting Law.

President

- Charter related matters, including but not limited to, Charter renewal and amendments and related Charter matters on behalf of the Board.
- Renewals, amendments and other tasks related to the Professional Services Agreement on behalf of the Board.
- Renewals, amendments and other matters related to a Sponsor Agreement.
- Board policy development.
- Member of the Recruitment Committee to recruit for additional or replacement Board members as the need may arise.
- Execute contracts of over five thousand (\$5,000) dollars.
- Signer on Bank Account.

- Liaison with Chief Executive Officer and Board Counsel.
- Provide approvals on behalf of the Board for summer staffing decisions.
- Complete, finalize and execute D&O Insurance Applications on behalf of the Board.
- Lease related matters, including but not limited to, Lease negotiation, renewals, amendments, or any changes therewith on behalf of the Board.
- Health Insurance renewals, including but not limited to, review of proposals, negotiations, amendments or any changes therewith on behalf of the Board.
- Upon approval of the engagement by the Board, sign the Board Counsel engagement letter on behalf of the Board.

Treasurer

- Budget related matters, including but not limited to, the development of the annual draft budget, review of vendor invoices and review of detail documents supporting the school's financial condition.
- Application for, renewal of, and amendments to all grant matters on behalf of the Board.
- Upon acceptance of the Board, sign the Form 990 on behalf of the Board.
- Upon approval of the engagement by the Board, sign the audit engagement letter on behalf of the Board.
- Signer on Bank Account.

Secretary

- Employee related documents including but not limited to the School Employee Handbook.

Parent Representative

- Student enrollment related documents, including but not limited to, the General School Handbook, the State Specific Handbook and the annual enrollment documents.

Related Documents

Bylaws

DATE OF ORIGINAL APPROVAL: September 4, 2015

DATE REVISED:

**REACH CYBER CHARTER SCHOOL
(SCHOOL)
Board of Trustees
Background Clearance for Board Members Policy**

Purpose

The Board is committed to providing a safe environment for its students and the School community, and to protecting the School's funds, property, and other assets. This policy promotes these goals by permitting the Board to make informed choices when recruiting new Board members and protecting the School from potential liability that might result from recruiting Board members without any background screening.

Policy

In addition to any required fingerprinting or other requirements under state law for Board members, the School will conduct background checks prior to a new Board member being appointed and every three (3) years thereafter.

Procedure

The Board will use a Board approved vendor to conduct the following checks:

- State criminal checks for addresses over the last seven (7) years
- Educational credentials check
- Sex offender check or U.S. criminal indicator search
- State Child Abuse Clearance Check

Board members and Board member candidates (prior to official Board approval) will receive an email communication from the School's representative in order to authorize performance of the background check and to submit information required to process the background check. The Board member candidate shall cooperate as may be necessary to obtain any clearances. The background check will be performed at the expense of the School. Failure or refusal by Board candidates to complete the Background Check Clearance shall constitute grounds for denial of approval. All background checks are required to report that there are no findings that would prevent the individual screened from performing the duties of a Board member and that the candidate or Board member meets the required qualifications set forth for members of the Board.

Where there is a finding that would indicate a candidate or Board member may not meet these standards, the information will be provided by the individual authorized to conduct the background check directly to Board Counsel to determine whether the candidate can be approved as a Board Director despite the finding or that the Board member's office may be declared vacant. If Board Counsel determines that the candidate cannot be approved as a Board Director or a Board member's office may be declared vacant, the Board shall do the following:

- Provide oral, written, or electronic notice of the determination to the candidate or member;
- Provide the name, address, and telephone number of the vendor who performed the background check to the candidate or member;
- Inform the candidate or member that the vendor who performed the background check did not make the determination and is unable to provide the candidate or member with specific reasons why the determination was made;
- Provide oral, written, or electronic notice of the candidate or member's right to obtain a free copy of the background check report from the vendor if requested in writing within sixty (60) days of being notified of the determination;
- Inform the candidate or member of his or her right to dispute the accuracy or completeness in the background check report with the vendor who performed the background check.

The background checks will be valid for three (3) years and will be reviewed at the annual meeting. In the interim between checks, each Board member has an affirmative obligation to inform the Board chair of any incident that would compromise a clean background check and/or would indicate that the Board member does not meet the qualifications set forth for members of the Board. In the event a candidate or member is successful in disputing the accuracy or completeness of the background check, the candidate or member may request that the Board order another background check to reevaluate the candidate or member's fitness to serve as a member of the Board. The Board may, at its discretion, choose to comply with this request.

Related Documents

Background Check Clearance Form

DATE ORIGINALLY APPROVED: September 4, 2015

DATE REVISED:



NOTICE AND ACKNOWLEDGMENT
IMPORTANT— PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGMENT

NOTICE REGARDING BACKGROUND INVESTIGATION	ACKNOWLEDGMENT AND AUTHORIZATION
<p>Connections Academy (the Company or Employer) may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with employers and/or associates. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by Employment Background Investigations, Inc. (EBI), P.O. Box 629, Owings Mills, MD 21117, 1-800-324-7700. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report and a Summary of Your Rights Under the Fair Credit Reporting Act. The scope of this notice and authorization is all-encompassing, however, allowing Employer to obtain from EBI all manner of consumer reports and investigative consumer reports now and, if you are hired, throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.</p> <p><small>New York applicants or employees only: You have the right to inspect and receive a copy of any investigative consumer report requested by Employer by contacting the consumer reporting agency identified above directly.</small></p>	<p>I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am hired, throughout my employment. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, local, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information (including, but not limited to, driving and/or motor vehicle records, transcripts, grades and attendance records, employment history, salary information and references, drug and alcohol testing results) requested by EBI acting on behalf of Employer, and/or Employer itself. I agree that a facsimile (Fax) or photographic copy of this Authorization shall be as valid as the original.</p> <p><small>Minnesota and Oklahoma applicants or employees only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. <input type="checkbox"/></small></p> <p><small>California applicants or employees only: By signing below you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report if one is obtained by the Company at no charge whenever you have a right to receive such a copy under California law. <input type="checkbox"/></small></p>

NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW	
<p>Employer (the "Company") intends to obtain information about you from an investigative consumer reporting agency and/or a consumer credit reporting agency for employment purposes. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be Employment Background Investigations, Inc., P.O. Box 629, Owings Mills, MD 21117, 1-800-324-7700. The source of any credit report will be TransUnion P.O. Box 1000, Chester, PA 19022, 1-800-888-4213.</p> <p>The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.</p> <p>Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:</p>	<ul style="list-style-type: none"> • In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file. • A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you. • By requesting a copy be sent to a specified addressee by certified mail. ICRAs complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRAs. <p><small>"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity. The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection. You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.</small></p>

TO BE COMPLETED BY APPLICANT													
The Following Information Is True And Correct To The Best Of My Knowledge And Will Be Used For Background Screening Purposes Only. Please Use an Ink Pen and Print Clearly Use 'UPPER CASE' Letters, One Letter Per Block.													
Last Name													
First Name							Middle Name						
Other Last Names Used													
Current Address											Ap.		
City									St.			Zip	
Date of Birth (mm/dd/yyyy)													
Driver's License No.													
Other States and Countries I Have Lived	State	County	Zip Code	Fm (Y)	To (Y)	State	County	Zip Code	Fm (Y)	To (Y)			
	1										3		
	2										4		

Applicant Signature: _____ Date: _____

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130 -A 600 Pennsylvania Ave. N.W., Washington, D. C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your creditworthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active-duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center –FCRA Washington, DC 20580 877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

Coversheet

Approval of Summer Work Hourly Rate Increase

Section: VI. Action Items
Item: D. Approval of Summer Work Hourly Rate Increase
Purpose:
Submitted by:
Related Material: Summer_Pay_Increase_Request-05102023.pdf

Summer Work Hourly Rate Increase Request

Reach Cyber Charter School is seeking Board of Trustees approval to increase the current summer work hourly rate from \$27.00 per hour to \$30.00 per hour. This is an action item for the Board.

School leadership identified a need to evaluate the current summer work hourly rate to determine how competitive the rate is to school districts throughout the state. The following table displays the results and compares the summer work hourly rates of school districts across geographically dispersed areas in Pennsylvania.

Region/School District	Hourly Rate
Reach Cyber Charter School	\$27.00
Pittsburgh School District	\$28.43 (average rate)
Philadelphia School District	\$29.45*
Erie School District	\$31.94
York County Schools	\$35.00
Central Dauphin School District	\$36.00
West Shore School District	\$45.14
Lower Merion School District	\$52.39

** Provides an additional \$1,000 stipend if the teacher attends 90% of classes*

Justification:

The results of the evaluation demonstrate that the current summer work hourly rate of \$27.00 lags other school districts. The School has not increased the summer work hourly rate in three years and desires to offer competitive wages to staff who volunteer for summer work; therefore, the school is recommending increasing the rate to \$30.00 per hour. This represents a nominal increase of \$3.00 per hour (11%) from the current rate. This will establish an hourly rate more comparable to the average rate of other school districts. Also, the School anticipates a positive impact on staff morale and an increase in the number of teachers, counselors, family mentors, curriculum, and other staff who volunteer for summer work. Since the 2019-2020 school year, social security cost of living adjustments have totaled 15.9%, while the summer work hourly rate has not increased. When considering the social security information, the school’s recommended rate to other school districts and the positive impact this increase will have on morale and increased volunteers, a \$3.00 per hour increase reflects a fiscally responsible increase.

Budgetary Impact:

This recommendation increases the School’s summer work costs by approximately \$43,213 as shown below.

2022 Summer Work Hours	14,402
2022 Total Payroll costs @ \$27.00 per hour	\$388,917
Estimated 2023 Total Payroll Costs @ \$30.00 per hour	\$432,213
Estimated Payroll Cost Increase	\$43,213

Coversheet

Approval of Class Service Agreement

Section: VI. Action Items
Item: E. Approval of Class Service Agreement
Purpose:
Submitted by:
Related Material: Class Order Form .docx.pdf
Class Service Agreement.pdf



CLASS TECHNOLOGIES, INC. ORDER FORM - FEES AND PRICING
REACH Cyber Charter School

This Class Technologies, Inc. Order Form (“Order Form” or “OF”) by and between Class Technologies, Inc. (“Class” or “Company”) and the Customer named above (“Customer”) details the terms of Customer’s subscription license and use of the products and services set forth below (“Pricing Summary”). This Order Form shall become effective upon commencement of the Pilot Term (as defined below) or the Initial Term Effective Date (as defined below), as applicable. This Order Form, together with the [Class License and Services Agreement](#) and any Statements of Work (“SOW”) and/or Exhibits or Addenda, form the entire agreement between the parties in respect of the products and services set forth in the Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Class to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer’s acceptance of this Order Form and the Class License and Services Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represents and warrants that he or she is authorized to execute the Agreement on behalf of Customer or Class as applicable.

PRICING SUMMARY

PRODUCT/SERVICE	User Band	Initial Term Fees May 22, 2023 - June 30, 2023	Initial Term Fees July 1, 2023 - June 30, 2024
Class subscription license (annual fee)	7,500-9,999	\$10,000	\$45,000
Premium Support (annual fee)		\$0	\$0
Training subscription (annual fee,) 4 workshops		\$0	
Managed Implementation service (one-time fee)		\$0	-
Total Fees		\$55,000	

*Pricing based on current User Band as outlined above. Any additional fees for Authorized End User overages shall be applied on renewal based upon Class analysis of Customer Usage Data.

NOTES

Authorized End Users	Registered students, prospective students, faculty, administrators and staff of Customer.			
Initial Term Effective Date	The Initial Term Effective Date shall be May 22, 2023 (“Effective Date”).			
Initial Term	This Order Form shall commence on the Effective Date and continue for a period through June 30, 2024 (“Initial Term”).			
Payment Terms	Payment due for Initial Term: USD \$55,000.00 <ul style="list-style-type: none"> Customer shall be invoiced for amounts due for the Initial Term upon the Effective Date. All initial and subsequent payments shall be due Net 30 from the date of invoice. Unless otherwise specified, all dollars (\$) are United States currency. Sales Tax: If applicable, a copy of your Sales Tax Exemption Certificate must be returned with this Order Form. 			
Renewal Terms	After the Initial Term, the license will renew for successive one (1) year periods following the Initial Term at Company “then current” pricing unless either party gives written notice of termination at least sixty (60) calendar days prior to the conclusion of the Term. Customer shall pay Company each annual Renewal Term Subscription Fee at the start of each annual Renewal Term.			
Additional Notes	1. The pricing herein is limited to one (1) installation of Class integrating with one (1) Zoom domain. In the event, Customer requests integration with multiple Zoom domains, Customer will be required to purchase additional Class licenses.			
Class Remittance Address	1717 N St., NW Suite 1 Washington DC 20036			
Customer Billing Information	<table border="1"> <tr> <td>Billing Contact Name:</td> </tr> <tr> <td>Billing Contact Address:</td> </tr> <tr> <td>Billing Contact Phone/Email:</td> </tr> </table>	Billing Contact Name:	Billing Contact Address:	Billing Contact Phone/Email:
Billing Contact Name:				
Billing Contact Address:				
Billing Contact Phone/Email:				

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Order Form and Agreement to be executed by their duly authorized officers as of the day and year below.

Class Technologies, Inc.	Customer:
Name & Title: Tess Frazier, SVP & Chief Compliance Officer	Name & Title:
Date:	Date:
Email Address for Notice: legal@class.com	Email Address for Notice:



SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This **SUBSCRIPTION LICENSE AND SERVICES AGREEMENT** (“**Agreement**”) is made and entered into as of the Effective Date by and between Class Technologies, Inc., a Delaware corporation (“**Company**” or “**Class**”) with its principal place of business at 1717 N Street, NW, Suite #1, Washington, DC. 20036 USA and the Customer identified on the associated Order Form. Company and Customer are each referred to herein as a “**Party**” and are collectively referred to herein as the “**Parties**.” In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement shall have their meanings specified below or elsewhere in this Agreement.

1.1 “**Company Data**” means information or data (excluding Customer Data and End User Data), that is compiled, generated or collected by the Subscription Service in connection with the access and use of the Subscription Service by Customer or End User or any information or data that identifies or describes the operation or performance of the Subscription Service.

1.2 “**Confidential Information**” means any proprietary information, whether oral, written, electronic, or in any other format, and whether technical or business in nature, regarding this Agreement, Company’s products or business, including the Subscription Service, information regarding a Party’s products, services, software, intellectual property, pricing, marketing and business plans, other information not generally known to the public and any other information received under circumstances reasonably interpreted as imposing an obligation of confidentiality; provided that, “Confidential Information” shall not include any of such information which: (a) was publicly available at the time of disclosure by the disclosing Party; (b) became publicly available after disclosure through no fault of the receiving Party; (c) was known to the receiving Party prior to disclosure by the disclosing Party; or (d) was rightfully acquired by the receiving Party after disclosure by the disclosing Party from a third party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information.

1.3 “**Customer Data**” means information or data (excluding End User Data or Company Data), that is provided by Customer or collected by the Subscription Service from the Customer in connection with the access and use of the Subscription Service by Customer or any information or data that identifies or describes the operation or performance of the Customer.

1.4 “**Customer Marks**” means and any of Customer’s trademarks, service marks, or trade names that Customer may designate from time-to-time

1.5 “**Days**” means calendar days.

1.6 “**Documentation**” means the documents, user manuals and any technical publications and specifications, as applicable, made generally available by Company to Customers relating to the operation and use of the Subscription Service.

1.7 “**End User**” means the Customer’s user(s) who are authorized by the Customer and Company to use the Subscription Service (including through the Mobile Application).

1.8 “**End User Data**” means information or data that (i) is provided by Customer or an End User, or compiled, generated or collected by Customer or the Company from an End User in connection with the Subscription Service, and (ii) that identifies the End User individually, or that when compared to or otherwise combined or processed with other information enables an individual End User to be identified. “End User Data” includes, without limitation, user name or ID, account number, user profile or preferences, mailing address, email address, IP address, and landline or cellular telephone numbers.

1.9 “**Intellectual Property Rights**” means all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, trade-secrets, and any applications for the protection or registration of such rights and all renewals, and extensions thereof throughout the world.

1.10 “**Mobile Application**” means any mobile application, provided by and/or developed by Company, and to access and use the Subscription Service by Customer or Customer’s End Users.

1.11 “**Student Data**” means any End User Data that is directly related to an identifiable current or former student, or personally identifies a current or former student, that is maintained by a school, school district, or related entity or organization, or by Customer or Company. To the extent U.S. law applies, Student Data may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g).

1.12 “**Subscription Service**” means the software product and platform described in the Order Form hosted by Company or its agents and made generally available for remote access and use by Customer and Customer’s End Users under this Agreement (including through use of the Mobile Application and Web Application).

1.13 “**Usage Data**” means information or data (other than End User Data) (that describes the operation of the Subscription Service or use of Subscription Service by Customer or End Users, including but not limited to the number of End Users served, the volumes or types of Content stored, downloaded or used, the patterns or frequency of such use, use by geographic area or other similar analytical breakdown, billing information, network configurations, characteristics or capacity, performance metrics, test results, trouble reports and customer service information.

2. SUBSCRIPTION SERVICE LICENSE AND RESTRICTIONS

2.1 **License to Subscription Service.** Subject to the terms and conditions of this Agreement and the payment of all applicable Fees, Company hereby grants Customer and Customer’s End Users a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use the Subscription Service solely for Customer’s internal business purposes.

2.2 **License to Mobile Application.** Subject to the terms and conditions of this Agreement and the payment of all applicable Fees, Company hereby grants Customer and Customer’s End Users a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use the Mobile Application solely in connection with Customer’s internal business purposes.

2.3 **Limitations on License.** Customer shall not: (a) modify or make derivative works based on the Subscription Service or Mobile Application; (b) use the Subscription Service or Mobile Application other than as permitted under this Agreement; (c) remove any product identification or other notices contained in the Subscription Service or Mobile Application; or (d) resell or commercially use any content obtained from the Subscription Services; (e) “mirror” the contents of the Subscription Services through the use of HTML frames or other means to display such content on another website or document; (f) use the Subscription Services in a way that could cause damage or adversely affect the Subscription Services, including by means of introducing a virus, breaching any security protocols or spamming the Subscription Services; or (g) reverse engineer the Subscription Service or Mobile Application for any reason or access the Subscription Service or Mobile Application to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Subscription Service or Mobile Application, or (iii) copy any ideas, features, functions, or graphics of the Subscription Service or Mobile Application.

2.4 **Support and Maintenance.** Company will provide support and maintenance services in accordance with the Company’s Support Services Guide located at <https://www.class.com/support-services-guide/>, as may be updated from time to time by Company.

2.5 **Unauthorized Access.** Customer shall, and shall cause its End Users to, promptly notify Company of any unauthorized use, copying, or disclosure of the Subscription Service of which it becomes aware and further agrees to take such commercially reasonable measures necessary to end and prevent any such further use,

copying, and disclosure.

2.6 **Breach of License.** Company, in its sole and exclusive discretion, and without prejudice to any other remedies available to Company under this Agreement or under applicable law, may immediately terminate this Agreement in the event Customer, or any of Customer's End Users, violate the license grants made herein or any provision of this Section 2 (Subscription Service License and Restrictions). Each Party acknowledges and agrees that any breach of license grants made herein or any provision of this Section 2 (Subscription Service License and Restrictions) by Customer or its End Users, shall cause immediate and irreparable injury to Company, and in the event of such breach, Company shall be entitled to seek and obtain injunctive relief, without bond or other security, and all other remedies available at law and in equity.

3. CUSTOM DEVELOPMENT AND PROFESSIONAL SERVICES

3.1 **Custom Development.** If a Customer requests custom development work or customizations of the Subscription Service or Mobile Application ("**Custom Development Services**"), Customer shall notify Company in writing. If, in Company's sole and exclusive discretion, Company agrees to provide the Custom Development Services, such Custom Development Services shall be billed to Customer at Company's then-current rates for development services or upon a mutually agreed upon price in an executed Statement of Work ("SOW"). Any Custom Development Services shall be performed pursuant to a SOW executed between Company and the Customer to be incorporated herein. Company will own all right, title and interest in any Custom Development to the Subscription Service and/or Mobile Application. Customer will be granted a license hereunder to such Custom Developments as incorporated into the Subscription Service and/or Mobile Application subject to any mutual agreed upon fees or price adjustments. To the extent, if any, that ownership of any of the Custom Development does not reside or automatically vest in Company, Customer hereby transfers and assigns to Company all rights, title interest and goodwill which Customer may have in and to such Custom Development. Without prejudice to the generality of the foregoing, in the event that ownership of any Custom Development vests in Customer for any reason, Customer agrees to execute all such instruments and do all such things as Company may require to transfer or assign such ownership to Company. If there is any initial Custom Development to be performed after execution of this Agreement, the scope and terms of such Custom Development will be specified in an initial SOW attached as Exhibit A hereto and incorporated herein.

3.2 **Professional Services.** If a Customer requests project management, sales support, integration, deployment, knowledge and best practice advice or other consultancy, support and maintenance services related to the adoption or deployment of the Subscription Service or Mobile Application ("**Professional Services**"), Customer shall notify Company in writing. If, in Company's sole and exclusive discretion, Company agrees to provide the Professional Services, such Professional Services shall be billed to Customer at Company's then-current hourly rates for the staff resources required at the time or otherwise as mutually agreed up in an executed SOW between Customer and Company, and incorporated herein. If there is any initial Professional Services to be performed after execution of this Agreement, the scope and terms of such Professional Services will be specified in an SOW and incorporated herein.

3.3 **Customer Personnel, Facilities and Resources.** If applicable to any Custom Development or Professional Service, Customer will provide Company with timely access to appropriate Customer personnel and will arrange for Company personnel to have suitable and safe access to Customer's facilities and applicable systems. The SOW may also specify tasks or activities for which Customer is responsible and, if applicable, those tasks or activities that will be performed jointly by Customer and Company.

3.4 **Approvals and Information.** Customer will respond promptly to any request by Company for information, approvals, decisions or authorizations that are needed by Company to perform the Custom Development or Professional Services. Company may if it does not receive a timely response from Customer, take actions which may include suspension of the affected Custom Development or Professional Services.

3.5 **Changes to SOWs.** Either party may propose changes to the Professional Services or Custom Development under an applicable SOW. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees and the Professional Services or Custom Development. The parties will document any agreed upon changes in mutually executed "Change Orders".

3.6 **Customer Delays.** If action or inaction by Customer, or its suppliers' failure to perform their responsibilities in a timely manner, delays or prevents Company from performing the Professional Services or Custom Development, Company will be entitled to an equitable adjustment in the schedule for performance and the fees under the applicable SOW.

4. INTELLECTUAL PROPERTY

4.1 **Protection of Proprietary Rights.** Customer acknowledges and agrees that the Subscription Service is a commercially valuable asset of Company, the development of which required the investment of substantial time, effort, and cost by Company. Customer further acknowledges and agrees that the Subscription Service contains trade secrets of Company and that it is Company's Confidential Information and is proprietary to Company. Accordingly, Customer hereby agrees that it and its End Users will use the highest degree of care to maintain the confidentiality of the Subscription Service. Customer and its End Users shall comply with the obligations in Section 2 (Subscription Service License and Restrictions) including (and without limiting the generality of the foregoing) limiting the use of and access to the Subscription Service only to Customer's End Users.

4.2 **Subscription Service and Mobile Application Ownership.** As between Customer and Company, Company owns all rights, title and interest in and to the Subscription Service and Mobile Application. Except for the license granted in Section 2.1, this Agreement does not grant Customer any right, title, or interest in any intellectual property owned or licensed by Company, including Subscription Service and Mobile Application. Customer agrees to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in this Agreement.

4.3 **Data Ownership.** As between Customer and Company, Customer owns all right, title, and interest, including copyright and other proprietary rights, in Customer Data, End User Data and Student Data, whether collected by Customer or Company. As between Customer and Company, the Company owns all right, title, and interest, including copyright and other proprietary rights, in Company Data and Usage Data, whether collected by Customer or the Company.

4.4 **Customer Data and End User Data License.** Customer hereby grants to Company a limited, nonexclusive, fully paid-up, royalty-free license to Customer Data, End User Data and Student Data to copy, process, store, display and use **solely for purposes of providing Company and End Users access and use of Subscription Service.** Customer grants to Company a worldwide, perpetual, irrevocable, nonexclusive, fully paid-up and royalty-free license to Customer Data, End User Data and Student Data to copy, process, store, display, use, collect and aggregate Customer Data, End User Data and Student Data to extent that Customer Data, End User Data and Student Data, alone or in the aggregate, does not individually identify a specific End User or student or otherwise and provided Company has processed Customer Data, End User Data and Student Data to de-identify any individual End User or student or to create Usage Data.

4.5 **Student Data/End User Data Access. Solely to the extent necessary to provide Customer access and use of the Subscription Service** to the extent using Student Data/End User Data, Customer authorizes Company to access or collect Student Data/End User Data and shall facilitate a reasonable method for Company to obtain such information, for example records stored in Customer's learning management or human resources information systems, or collect data and Student Data/End User Data through other mutually agreed upon secure transfer methods. In the US, Company shall access, collect and process Student Data as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1). Customer agrees that, as between the Customer and Company, Customer is solely responsible for all Student Data/End User Data, whether provided by Customer, students, employees, or any other third-party. Customer represents and warrants that Customer has the authority to provide Student Data/End User Data to Company, and that Customer has provided appropriate disclosures to all Customer's students and End Users regarding Customer's sharing of Student Data/End User Data with Company and has otherwise complied with any disclosure requirements pursuant to FERPA or other applicable regulations.

4.6 **Third-Party Access and Remote Access to Student Data/End User Data.** Customer consents to allow Company to provide access to Student Data/End User Data to Company employees and to certain third-party service providers which have a legitimate need to access such data **in order to provide their services to Company as part of Company's provision of the Subscription Service to Customer.** Customer also acknowledges that, subject to the terms of this Agreement and to the extent permitted by Law, Student Data/End User Data may be accessed and processed by Company support in foreign countries, including countries other than the jurisdiction

from which the Student Data/End User Data was collected, and Customer hereby authorizes such access and processing. In the United States, Company accesses, collects and processes Student Data as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1). Company is solely responsible for the consequences of providing or transmitting Student Data/End User Data to such third parties, or authorizing those third parties to access Student/End User Data through the Subscription Service.

4.7 Student Data/End User Data Retention and Deletion Requests. Customer may request that Company delete or retrieve certain Student Data/End User Data in Company's possession at any time by providing such a request in writing, which request Company shall then comply with in a commercially reasonable time not to exceed thirty (30) days unless a shorter time is required by law. Customer shall be solely responsible for obtaining consents from such students or End User, as required under applicable law, for the retrieval or deletion of Student Data/End User Data. Company will otherwise delete Student Data/End User Data within the time periods required by law, and at a minimum other than ordinary course backups within a commercially reasonable time following the end of the Term.

4.8 License to Customer Trademarks. Customer hereby grants to Company a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use, reproduce, display, and distribute the Customer Marks **solely to provide the Subscription Service to Customer and its End Users**, subject to the terms of this Agreement. Customer further grants Company the right to display the Customer Marks on its website and marketing materials. Company acknowledges and agrees that all Intellectual Property Rights in the Customer Marks belong to and shall continue to belong to Customer (or its licensors or other third-party owners), and Company shall have no rights in or to the Customer Marks other than as specifically set forth in this Agreement.

4.9 Aggregate Data. In order to provide Customer and the general user community with context for reports and other use of the Service, Company reserves the right to: (a) aggregate End User Data to create anonymous data sets that are aggregated with other anonymous content in a manner that cannot readily identify Customer or the End Users as part of the data sets; and (b) collect, compile, synthesize, and analyze information and data on how the service is used by Customer and the Authorized Users; and (c) reserves the right to disclose to and share such information and data with third parties in an anonymous and aggregated form ("**Aggregate Data**"). In no event will any such Aggregate Data personally identify Customer or any Authorized Users. To the extent that any Aggregate Data is collected or developed by Company, it will be solely owned by Company and may be used by Company for any lawful purpose, provided that Company agrees to comply with all applicable privacy and other laws and regulations respecting the dissemination and use of such Aggregate Data.

4.10 Analytics. As part of the Service, Company may provide Customer with access to certain insights and benchmarking data created by, or for Company based on Company content and Aggregate Data ("**Analytics**"). As between Customer and Company, Company retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein. To the extent Company provides Customer with access to any Analytics, Company hereby grants Customer during the Term a limited, non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for Customer's internal business use. Customer acknowledges that the Analytics are the Confidential Information of Company (and thus subject to the obligations in Section 6) and contain valuable trade secrets and other intellectual property of Company and its licensors.

5. FEES AND PAYMENT

5.1 Subscription Service Fees. The pricing and fees for the Subscription Service are forth in the Order Form (the "**Fees**") and will be invoiced in accordance with the provisions set forth therein. Unless otherwise indicated on the Order Form, Company reserves the right to change the Fees for any Renewal Term upon thirty (30) Days prior written notice to Customer.

5.2 Payment Terms. All undisputed amounts to be paid by Customer hereunder shall be due and payable thirty (30) Days after the invoice date. All payments not made by Customer when due shall be subject to late charges of the lesser of (a) one and one and half percent (1.5%) per month of the overdue amount or (b) the maximum amount permitted under applicable law. Any failure to pay undisputed Fees will constitute a material breach of this Agreement by Customer. Customer must notify Company within fifteen (15) days of its receipt of the invoice in case of any disputes related to the invoiced Fees and will work with Company in good-faith to resolve any such dispute. Customer will pay to Company required amounts within ten (10) days of the resolution of such dispute.

5.3 Taxes. Customer shall pay all sales, use and excise taxes relating to, or under, this Agreement such as VAT, GST, etc., exclusive of taxes based on or measured by Company's net income, unless Customer is exempt from the payment of such taxes and provides Company with sufficient evidence of such exemption.

5.4 Suspension. Without limiting Company's termination rights, Company shall have the right to suspend the Subscription Service in the event Customer fails to pay any Fees when due.

6. CONFIDENTIALITY

6.1 Confidentiality Obligations. The Parties agree to hold each other's Confidential Information in strict confidence. The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all reasonable and necessary steps to ensure that Confidential Information of either Party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. Notwithstanding the foregoing, each party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state or local law, regulation, court order, or other legal process, provided it provides the disclosing Party with a reasonable prior notice and cooperates with the disclosing Party to obtain protective treatment against any such compelled disclosure.

6.2 Duration. The obligations under this Section 6 (Confidentiality) shall terminate five (5) years following expiration or termination of this Agreement or as otherwise required by applicable law (except with regard to trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret).

6.3 Feedback. Customer and/or its End Users may provide suggestions, comments or other feedback to Company with respect to the products and services, including the Subscription Service ("**Feedback**"). Feedback is voluntary and Company is not required to hold it in confidence. Feedback may be used by Company for any purpose without obligation of any kind. Nothing contained herein shall preclude Company from developing any products or services or enhancing any existing products or services, including but not limited to the products that are the subject of this Agreement, based on Feedback, provided any such developments or enhancements are not infringing on Customer's intellectual property or Confidential Information.

6.4 FERPA. If applicable, Company shall comply with the applicable requirements of data privacy and data security requirements, including the Family Educational Rights and Privacy Act ("**FERPA**") (20 U.S.C. §1232g) and the regulations adopted thereunder (34 C.F.R. §99) that address disclosures to third parties of student information, and other local, state or federal laws regulating the use and dissemination of Customer's constituent information. Customer appoints Company as a "School Official" as that term is used in Title 34, Code of Federal Regulations, §§99.7(a)(3)(iii) and 99.31(a)(1), for purposes of responding to requests that come to it for "education records" as that term is defined under 20 U.S.C. §1232g (a)(4), with respect to course enrollments and other information needed to provide Content to students. Customer has determined that the Company has a "legitimate educational interest" in responding to such requests, as that phrase is used in the previously cited regulations. Customer agrees to indemnify, defend and hold harmless Company, its officers, directors, employees, shareholders, agents, legal representatives, subsidiaries, affiliates, successors and permitted assigns from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses (including costs of defense, settlement and reasonable attorney's fees and expert witness fees) (collectively "**Liabilities**"), which any or all of them may suffer, incur, be responsible for or pay out to any third party as a result of Liabilities arising from claims or actions resulting under FERPA or other local, state or federal laws regulating the use and dissemination of Customer's constituent information, to the extent such Liabilities are caused by or arise out of the negligence or misconduct of Customer, and provided that Company handles such information consistent with the terms of this Agreement.

6.5 **GDPR.** Company shall comply with the applicable requirements of the General Data Protection Regulation (Regulation (EU) 2016/679). If Customer's use of the Subscription Service requires Company to process any personally identifiable information (PII" or "Personal Data"), as defined under GDPR, Company shall do so at all times in compliance with the Class Technologies, Inc. Global Data Processing Addendum.

6.6 **Security.**

- A. Company has implemented industry standard physical, administrative and technical security measures for the Subscription Service designed to: (a) protect the security and confidentiality of the Customer Data and End User Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Subscription Service, Customer Data, and End User Data, and (c) protect against unauthorized use of or access to the Subscription Service, Customer Data, and End User Data. Company shall also establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Subscription Service and the Customer Data, Student Data and End User Data stored therein.
- B. In the event of security incident, Class will promptly and without undue delay, notify the designated Customer security contact in writing of any security incidents as described below. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. Class will promptly respond to requests for information from Customer related to any actual or suspected security incidents. A "security incident" includes any unauthorized access to Customer's Information Systems or Protected Data; access, unauthorized or unplanned disruption of service due to malicious actor(s); or unauthorized modification of systems or data. Class shall promptly provide all information reasonably requested by Customer and shall provide reasonable access and assistance to Customer. Class will provide its full cooperation and support regarding any notices required by applicable law to individuals who may be adversely affected by a security incident.

7. **TERM AND TERMINATION**

7.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue for thirty-six (36) months (the "Initial Term") unless otherwise mutually agreed to in the Order Form. Upon expiration of the Initial Term, this Agreement shall be renewed for successive twelve (12) month terms (each a "Renewal Term") at Company's then current pricing unless otherwise mutually agreed to in the Order Form. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term."

7.2 **Termination for Breach.** Either Party may terminate this Agreement with thirty (30) Days prior written notice if the other Party has failed to comply with any material term, condition, or obligation of this Agreement, and such Party subsequently has failed to remedy the default within thirty (30) Days after such notice by the non-defaulting Party.

7.3 **Termination for Non-Payment.** If Customer fails to pay any invoice when due and does not make such payment within ten (10) Days after receipt of notice from Company of such failure, then Company may, in its sole discretion, either: (a) suspend the Subscription Service until such payment is made; or (b) terminate the Subscription Service. In either event, Customer shall remain liable to pay all Fees under this Agreement.

7.4 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, all sums owed to Company by Customer will become immediately due and payable upon the effective date of termination, and each Party shall immediately cease use of all Confidential Information belonging to the other Party and shall irretrievably delete and/or remove such items from all computer hardware and storage media, including backups. Additionally, following termination of this Agreement, Customer shall immediately cease use of the Subscription Service.

7.5 **Survival.** Notwithstanding any provisions contained in this Agreement to the contrary, in addition to any provisions that by their express terms survive expiration and termination of this Agreement, or by their nature may be reasonably inferred to have been intended to survive expiration and termination of this Agreement, the following provisions shall survive expiration and termination of this Agreement: 1 (Definitions), 4 (Intellectual Property), 6 (Confidentiality), 7.4 (Effect of Termination), 7.5 (Survival), 9 (Indemnification), 10 (Limitation of Liability) and 11 (General).

8. **WARRANTIES**

8.1 **Limited Warranty.** Each Party represents and warrants that (a) it has the authority to enter into this Agreement and to grant the rights and licenses provided herein, and that by entering into this Agreement such Party is not in violation of any previous agreement between such Party and any third party, and (b) it will comply with all laws and regulations applicable to the obligations assumed under this Agreement.

8.2 **No Other Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8 (WARRANTIES), Company DOES NOT MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBSCRIPTION SERVICE (INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), NOR WITH RESPECT TO ANY OTHER MATTER SET FORTH IN THIS AGREEMENT.

9. **INDEMNIFICATION**

9.1. **By Company.** Company will defend at its expense any suit brought against Customer, and will pay any settlement Company makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that Customer's use of the Subscription Service in accordance with this Agreement and the documentation misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any United States, United Kingdom and European Union copyright; or (b) Company's gross negligence or willful misconduct. If any portion of the Subscription Service becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option: (i) procure for Customer the right to continue using the Subscription Service; (ii) replace the Subscription Service or any part thereof with non-infringing services which do not materially impair the functionality of the Subscription Service; (iii) modify the Subscription Service so that it becomes non-infringing; or (iv) terminate the Subscription Service and refund any fees actually prepaid by Customer to Company for the remainder of the Term then in effect, and upon such termination, Customer will immediately cease all use of the Subscription Service. Notwithstanding the foregoing, Company shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Subscription Service not in accordance with this Agreement or the Documentation; (x) Company's conformance to Customer's specifications; and (y) any use of the Subscription Service in combination with other products, equipment, software or content not supplied by Company. This subsection states Customer's sole and exclusive remedy for infringement claims and actions.

9.2. **Procedure.** To the maximum extent permitted by law, Company's obligations as set forth above are expressly conditioned upon each of the following: (a) Customer shall promptly notify Company in writing of any threatened or actual claim or suit; (b) Company shall have sole control of the defense or settlement of any claim or suit; and (c) Customer shall reasonably cooperate with Company, to facilitate the settlement or defense of any claim or suit. Customer may participate in such defense at its own expense.

9.3 **By Customer.** Customer will defend at its expense any suit brought against Company, its affiliates and their respective employees, directors, or agents, and will pay any damages awarded in such suit, insofar as such suit is based on a third-party claim arising from: (a) that Customer's failure to comply with applicable law; or (b) Customer's gross negligence or willful misconduct.

10. **LIMITATION OF LIABILITY**

10.1 **Disclaimer of Consequential Damages.** SUBJECT TO SECTION 10.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OR COSTS (INCLUDING LOST PROFITS, LOST REVENUES, LOST DATA, COSTS OF RECREATING LOST DATA, OR LOSS OF USE) RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER OR BOTH OF THEM KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

10.2 **Cap on Direct Damages.** SUBJECT TO SECTION 10.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER TO COMPANY IN THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE

MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

10.3 **Exclusions.** NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS UPON THE TYPES AND AMOUNTS OF EACH PARTY'S LIABILITY, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, SET FORTH IN THIS SECTION 10 (LIMITATION OF LIABILITY), SHALL NOT APPLY TO THE FOLLOWING: (A) DAMAGES RESULTING FROM CUSTOMER'S BREACH OF SECTION 2 (LICENSE GRANTS AND RESTRICTIONS); (B) DAMAGES RESULTING FROM A BREACH OF SECTION 6 (CONFIDENTIALITY); OR (C) CLAIMS SUBJECT TO OR AMOUNTS PAYABLE PURSUANT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER.

10.4 **Compliance with Laws and Export.** In connection with Customer's access to and use of the Subscription Service, Customer and Company are responsible for complying with all laws, regulations and policies of all relevant jurisdictions. Unless prohibited by applicable laws, each Party shall defend, indemnify and hold harmless the other from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of any claim the Subscription Service was accessed, used, exported, or otherwise shipped or transported by the other party in violation of applicable laws, rules, and regulations.

11. GENERAL

11.1 **Nature of Relationship.** In entering this Agreement, Customer does so as an independent party and not as an agent, partner, or joint venturer of Company. Customer does not have any right or authority, nor shall Customer hold itself out as having any right or authority, to assume, create, or enter into any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon, Company.

11.2 **Non-solicitation.** During the term of this Agreement and each SOW and for twelve (12) months after their respective expiration or termination, neither Party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself any employee of the other Party who was involved in the performance of the Party's obligations, unless the hiring Party obtains the written consent of the other Party. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either Party from employing any employee who contacts such Party as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from such Party

11.3 **Marketing Matters.** Company will have the right to issue a press release about the relationship between the Parties without Customer's prior approval. Customer agrees to share insights about their Subscription Service experience with Company.

11.4 **Compliance with Laws.** The Parties shall comply with all applicable local, state, and federal laws and regulations, including all export laws and regulations of the United States.

11.5 **Construction.** The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

11.6 **Governing Law; Venue; Severability.** For North American based Customers, this agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the laws of the state or province in which Customer is primarily headquartered. Venue for any disputes shall be in the Federal Courts of the state or province in which Customer is primarily headquartered. In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not be affected or impaired. For non-United States based Customers, this agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the laws of England and Wales. Venue for any disputes shall be in the courts of England and Wales.

11.7 **Assignment.** Customer shall not assign this Agreement or any rights or obligations hereunder, without the express written consent of Company save as described in the agreement. Company reserves the right to assign this Agreement to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Company. Subject to all of the terms and conditions hereof, this Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

11.8 **Waiver.** The failure to enforce or the waiver by either Party of one default or breach of the other Party shall not be considered to be a waiver of any subsequent default or breach.

11.9 **Notices.** All notices required or permitted hereunder shall be in writing, delivered via email at the Parties respective email addresses set forth in the Order Form. All notices shall be deemed effective upon delivery.

11.10 **Force Majeure.** Except with regard to payment obligations, either Party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party, including, but not limited to, default of subcontractors or suppliers, failures of third party software, default of third party vendors, acts of God or of the public enemy, U.S. or foreign governmental actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood, epidemic, and freight embargoes. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

11.11 **Remedy.** The rights and remedies of the Parties will be cumulative (and not alternative). In the event of any litigation between the Parties relating to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and court costs from the other Party.

11.12 **Entire Agreement.** This Agreement, and each exhibit hereto, together constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. In the event of any conflict or inconsistency between this Agreement and any exhibit, the terms and conditions of this Agreement shall prevail.

11.13 **No Third-Party Beneficiary.** The provisions in this Agreement list rights and obligations of the Parties, and nothing in this Agreement will be deemed to provide any third-party with any enforcement or other rights under this Agreement.

11.14 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same Agreement.

Terms Applicable to Managed Implementation and Training.

In addition to the terms and conditions above, the following terms and conditions apply only to the extent that Customer has purchased the below-referenced Training or Managed Implementation as specified in an Order Form.

12. Managed Implementation:

- Technical Installation – provide technical team with access to Class and verify access
- Admin Onboarding and Enablement – ensure administrators understand workflows related to Class deployment at organization.
- LMS Integration using LTI or API Consultation – mentor the technical team on LTI based LMS integration with Class or provide technical guidance on the use of Class's APIs.

Objective

The intended outcomes of this effort are to:

- Deploy the solution and ensure effective rollout for the Customer organization.
- Provide knowledge transfer, solution expertise and train Customer project team as the key administrative users who will be critical to the successful rollout and support of the solution.

Activities and Deliverables

The Class Customer Success Manager with the support of other members of the Services team as necessary will lead the Customer through a series of onboarding activities. The Customer will assign the appropriate resources to support this effort (aka "core team,") that will include a project manager, executive sponsor and other stakeholders where appropriate. The Customer core team will work closely with the Class Technologies, Inc. team to successfully deploy the solution.

Ongoing Operations

The Class Customer Success Manager will close out the onboarding project plan and provide ongoing customer success planning. All day to day product support will be transferred to the Class Support Team.

Customer Responsibilities

To support initial implementation and ongoing support of Class, Customer agrees to provide a day-to-day point of contact. This person can either be a system administrator or project manager/administrator who is ultimately responsible for the success of the effort. This resource will act as the team lead on the Customer core team. His or her responsibilities include:

1. Attend project team meetings and training sessions designed to prepare the core team to perform and manage all administrative processes.
2. Provide access to resources and staff as necessary for this project;
3. Follow-up on questions and circulate materials as appropriate;
4. Facilitate scheduling, invite and confirm participants for online presentations and working sessions if appropriate;
5. Ensure access to data sources and any other relevant inputs to the process

Customer also agrees to include executive-level leadership and support for the project. Duties of the core team include:

1. Primary stakeholders for the project and validate the direction and ongoing uses for how Class will be used at the institution.
2. Participation in discussions during the implementation
3. Determine key roles & responsibilities for the deployment.

Closeout Process

As part of our methodology, the Class Customer Success Manager will consolidate relevant information and formally close out the project once the above tasks and activities are completed. This includes incorporating feedback, identifying key insights and scheduling a debrief session with Customer team to review findings.

Change Management

Once Customer has agreed upon the activities included in this proposal, the combined project team (Class and Customer) will utilize change control if a change occurs that may impact the agreed upon schedule. Any request for any change in service must be in writing: this includes requests for changes in project plans, scope, schedule, requirements and specifications, or any other aspects of the project. Services related to changes will be performed only after the Customer and Class agree in writing to the proposed changes.

13. Training Services:**Pilot Train the Trainer (one-time fee)- 2 workshop sessions for instructional support staff & administrators**

- Lead live workshop virtual training sessions (50 participants max/workshop; recorded and shared for institutional use), with a walkthrough of product features, tools, and views
- Workshops are interactive, instructor-focused, problem-solving discussions guided to address unique concerns or use cases
- Provide access to the Class online knowledge library of user guides, and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions

Training Services for K12 Customers: must be used within one (1) year of the annual Term in which they were purchased.

Training subscription (annual fee): - workshop sessions for instructional support staff & administrators

- Sessions can be used for Train the Trainer or Instructor Training
- Lead live workshop virtual training sessions (50 participants max/workshop; recorded and shared for institutional use), with a walkthrough of product features, tools, and views
- Workshops are interactive, instructor-focused, problem-solving discussions guided to address unique concerns or use cases
- Provide access to the Class online knowledge library of user guides, and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions

Train the Trainer/Instructor Training (one-time fee)- 2 workshop sessions for instructional support staff & administrators

- Sessions can be used for Train the Trainer or Instructor Training
- Lead live workshop virtual training sessions (50 participants max/workshop; recorded and shared for institutional use), with a walkthrough of product features, tools, and views
- Workshops are interactive, instructor-focused, problem-solving discussions guided to address unique concerns or use cases
- Provide access to the Class online knowledge library of user guides, and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions

Training Services for corporate and higher education Customers: must be used within one (1) year of the annual Term in which they were purchased.

Train the Trainer/Instructor Training (one-time fee)- workshop sessions for instructional support staff & administrators

- Sessions can be used for Train the Trainer or Instructor Training

- Lead live workshop virtual training sessions (50 participants max/workshop; recorded and shared for institutional use), with a walkthrough of product features, tools, and views
- Workshops are interactive, instructor-focused, problem-solving discussions guided to address unique concerns or use cases
- Provide access to the Class online knowledge library of user guides, and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions

Training Subscription (annual fee)- this subscription will consist of workshops of Instructor training and Train the trainer for instructional support staff

- Live workshop sessions with an experienced facilitator (50 participants max/workshop; recorded and shared for institutional use)
- Walkthrough of product features, tools, and views
- Access to a library of detailed instructor guides and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions
- Hours do not roll over to next annual term
- Additional sessions may be purchased

Coversheet

Approval of agreement with Improv Learning

Section: VI. Action Items
Item: F. Approval of agreement with Improv Learning
Purpose:
Submitted by:
Related Material: Improv Learning Quote.pdf

Interactive Education Concepts, Inc.

17328 Ventura Blvd.Suite 202

Encino, CA 91316 US

+1 8189839992

accounting@improvlearning.com

Invoice

BILL TO
Reach Cyber Charter School

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1064	03/08/2023	\$6,000.00	04/07/2023	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Online Sales * PA Driver Education course	200	30.00	6,000.00

BALANCE DUE \$6,000.00

Coversheet

Approval of agreement with Accelerate Ed

Section: VI. Action Items
Item: G. Approval of agreement with Accelerate Ed
Purpose:
Submitted by:
Related Material: Accelerate Ed Terms and Conditions.pdf

Accelerate Education Terms and Conditions

1) Products and Services

Subject to the terms and conditions set forth in this Agreement, Accelerate agrees to provide the products and perform the services described in the attached Exhibits. Accelerate reserves the right, from time to time, to add, change or discontinue any of its products or services.

2) Title to Licensed Materials

Customer acknowledges and agrees that Accelerate shall retain all right, title and interest in and to the all products licensed to Customer hereunder, including without limitation all content, curriculum, delivery systems, documentation, including releases and code bases, which Accelerate may from time to time provide to Customer hereunder (the “**Licensed Materials**”) and which Customer and Accelerate agree shall be added to the MOCAP online order form (the “**MOCAP Order Form**”). Nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any Accelerate Intellectual Property therein.

“**Accelerate Intellectual Property**” includes everything which Accelerate makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, pursuant to the terms of this Agreement, including without limitation any courses created by Accelerate, and all intellectual property that Accelerate has or will develop, including developments, concepts, ideas, procedures, and original works of authorship, including but not limited to interim work product, outlines, modifications and derivative works, and all similar matters, whether or not copyrightable, and also includes all records and expressions of those matters.

3) Grant of License

License Terms. Accelerate hereby grants Customer a non-transferable, non-exclusive, royalty-free license to access and use the Licensed Materials listed in MOCAP Order Form during the term of this Agreement. All such access and use of the Licensed Materials shall be subject to the terms and conditions hereof.

Customer shall use its best efforts to prevent any improper use of the Licensed Materials or any violation of Accelerate's rights in the Accelerate Intellectual Property, and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the Licensed Materials except as provided herein. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials. Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Licensed Materials. Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.

4) Term and Termination

Initial Term. The initial term of this Agreement (“Initial Term”) shall commence on the date of the Agreement and shall continue for a one (1) year period. At the end of the Initial Term, this Agreement will automatically renew for succeeding 12-month periods (each, a “Renewal Term”) unless either party notifies the other at least thirty (30) days prior to the end of such relevant Initial Term or Renewal Term that it does not intend to renew.

Termination. Either party may terminate this Agreement on written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days in after the date of written notice to cure.

5) Fees, Invoices; Late Fees; Interest

Current pricing for the Licensed Materials is set forth in the MOCAP Order Form.

Accelerate shall invoice Customer for Licensed Materials in MOCAP Order Form. Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest on the balance owing at the rate of 18% per annum beginning 60 days after the date of the invoice as well as any costs incurred by Accelerate in collecting the unpaid amount.

6) Accelerate Representations and Warranties

Delivery. Accelerate represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Functionality. Accelerate represents and warrants that it will use its best efforts to make the Licensed Materials function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the parties acknowledge that the technology employed has limitations beyond the control of Accelerate.

Intellectual Property. Accelerate represents and warrants that neither Accelerate, in connection with performing the Services, nor the Licensed Materials will knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person.

7) Customer Warranties and Representations

Customer represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement. Customer will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person. Customer further represents and warrants that it shall have in force valid agreements with any of its employees, subcontractors or other third parties who may have access to the Licensed Materials sufficient to ensure such parties' compliance with the terms of this Agreement regarding the use and protection of the Licensed Materials and Accelerate Intellectual Property.

8) Limited Liability

ASIDE FROM THE WARRANTIES PROVIDED HEREIN, THE LICENSED MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE. ACCELERATE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO THE REFUND OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. ACCELERATE WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9) FERPA

Accelerate warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

10) Confidentiality

Each party agrees that during the existence of this Agreement and for two (2) years thereafter it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. If any party has any questions as to what comprises Confidential Information of the other party, it agrees to consult with such other party prior to any disclosure. Confidential Information shall not include information that was known to the receiving party prior to disclosure, information that is independently developed by the receiving party who had no access to the other party's Confidential Information, or information that becomes publicly available through no fault of the receiving party. The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party.

11) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer. Unless hereinafter changed by written notice, any notice to Accelerate shall be delivered or mailed to:

Accelerate Education
3655 W Anthem Way
Suite A-109237
Anthem, AZ 85086
Tel: 866-705-5575
Fax: 866-716-0880

12) Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party.

13) Indemnification

Each party shall indemnify, defend, and hold the other harmless from and against any and all third party claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach or alleged breach of this Agreement by the indemnifying party. This is upon the condition that the party seeking indemnification shall give the other party prompt written notice of such suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. No costs or expenses shall be incurred for the account of the other party without its written consent.

14) Dispute Resolution & Mediation

Except for any claims seeking injunctive relief, in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute, without formal proceedings, through a telephone conference between Accelerate's CEO or other designated representative and Customer's CEO or other designated representative. If the parties

are unable to resolve the Dispute within ten (10) business days of receipt of a written notice from the other that details the Dispute, then upon notice by either party to the other, the Dispute shall be finally determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the Dispute arises. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. This Agreement shall be governed by the laws of the State of Arizona. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

15) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and affiliates.

16) Entire Agreement; Assignment

This Agreement (including the Exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets.

17) Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

**Exhibit A
Licensed Materials**



Elementary School Course Catalog

<p>Language Arts</p> <p>Language Arts K A&B Language Arts 1 A&B Language Arts 2 A&B Language Arts 3 A&B Language Arts 4 A&B Language Arts 5 A&B</p> <p>Mathematics</p> <p>Math K A&B Math 1 A&B Math 2 A&B Math 3 A&B Math 4 A&B Math 5 A&B</p>	<p>Science</p> <p>Science K A&B Science 1 A&B Science 2 A&B Science 3 A&B Science 4 A&B Science 5 A&B</p> <p>Social Studies</p> <p>Social Studies K A&B Social Studies 1 A&B Social Studies 2 A&B Social Studies 3 A&B Social Studies 4 A&B Social Studies 5 A&B</p>
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Middle School Course Catalog

<p>Language Arts</p> <p>Language Arts 6 A&B Language Arts 7 A&B Language Arts 8 A&B</p> <p>Mathematics</p> <p>Math 6 A&B Math 7 A&B Math 8 A&B Algebra 1 A&B</p> <p>Science</p> <p>Science 6 A&B Science 7 A&B Science 8 A&B Life Science A&B Earth & Space Science A&B Physical Science A&B</p> <p>Social Studies</p> <p>Social Studies 6 A&B Social Studies 7 A&B Social Studies 8 A&B MS World Geography <i>(Available Spring 2023)</i></p>	<p>World Languages</p> <p>Spanish 1 A&B Spanish 2 A&B French 1 A&B French 2 A&B German 1 A&B German 2 A&B</p> <p>Electives</p> <p>Advanced Drawing Art Appreciation Art Explorations <i>(Available Spring 2023)</i> Basic Drawing Beginning Painting Character Education Computer Basics Digital Savvy A&B Javascript Game Design Keyboarding Music Appreciation Python Multi-Adventure Scratch Coding Study Skills</p> <p>Health and P.E.</p> <p>Physical Education Health</p>
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High School Course Catalog

Language Arts	Advanced Placement	Career & Technology Electives
<p>Language Arts 9 A&B (H) Language Arts 10 A&B (H) Language Arts 11 A&B (H) Language Arts 12 A&B (H) Creative Writing A&B Contemporary Novels</p>	<p>AP Biology A&B AP Calculus AB A&B AP Calculus BC A&B AP Chemistry A&B AP Computer Science A A&B AP English Literature A&B AP English Language & Composition A&B AP European History A&B AP Physics 1 A&B AP Psychology A&B AP Spanish Language A&B AP United States Government and Politics A&B AP United States History A&B AP World History Modern A&B</p>	<p>Accounting Adobe Illustrator * Adobe InDesign * Adobe Photoshop * Adobe Premiere Pro * Aeronautics and Space Travel Architectural Design A&B Augmented and Virtual Reality Applications Basic Web Design Building Maintenance Technologies A&B * Business Law Career Exploration in Dentistry Career Exploration in Finance Career Exploration in Healthcare Career Planning Cloud Technologies and the Internet of Things Computer Basics Construction: Fundamentals and Careers Cybersecurity Digital Media Digital Savvy Drones: Remote Pilot * Early Childhood Education A&B Entrepreneurship & Small Business * Financial Literacy Fundamentals of Bitcoin & Cryptocurrency Fundamentals of Blockchain & Cryptography Graphic Design Health Careers ** History of Gaming and Esports Intro to Artificial Intelligence Intro to Business Intro to Education & Teaching Intro to Java Programming Intro to Nursing A&B ** JavaScript ** Journalism LEED Green Associate * Media and Communication Medicine Microsoft Excel * Microsoft PowerPoint * Microsoft Word * Networking Principles of Architecture Project Management * Python Multiplayer Adventure Robotics: Applications and Careers Smart Cities: Technology and Applications Social Media Business Marketing Startups and Innovation Transportation Technologies Wearable Technology Innovations</p>
<p>Mathematics</p> <p>Algebra 1 A&B (H) Algebra 2 A&B (H) Geometry A&B (H) Integrated Math 1 A&B Integrated Math 2 A&B Integrated Math 3 A&B Consumer Math A&B Pre-Algebra A&B Pre-Calculus A&B</p>	<p>Health & P.E.</p> <p>Health A&B Physical Education A&B Individual & Team Sports First Aid ** Nutrition ** Personal Fitness **</p>	
<p>Science</p> <p>Biology A&B (H) Chemistry A&B (H) Physics A&B (H) Earth Science A&B Anatomy & Physiology A&B Physical Science A&B Marine Science Paleontology Renewable Energy Space Exploration</p>	<p>Additional Electives</p> <p>Advanced Drawing Art Appreciation Art History Basic Drawing Beginning Painting Character Education Child Development Music Appreciation Psychology A&B Sociology Study Skills and Strategies Theater Studies</p>	
<p>Social Studies</p> <p>American Government (H) American History A&B (H) Civics Economics (H) World Geography & Cultures A&B World History A&B (H)</p>		
<p>World Languages</p> <p>Spanish 1 A&B Spanish 2 A&B Spanish 3 A&B French 1 A&B French 2 A&B German 1 A&B German 2 A&B</p>		

School Year 2022-2023

(H) Available as Honors * Certification Prep Course **Not available on CANVAS or Schoology



Credit Recovery Course Catalog

<p>Language Arts Language Arts 9 A&B* Language Arts 10 A&B* Language Arts 11 A&B* Language Arts 12 A&B*</p> <p>Mathematics Algebra 1 A&B* Algebra 2 A&B* Geometry A&B* Integrated Math 1 A&B* Integrated Math 2 A&B* Integrated Math 3 A&B* Consumer Math A&B Pre-Algebra A&B Pre-Calculus A&B</p> <p>Science Biology A&B* Chemistry A&B* Physics A&B* Earth Science A&B* Physical Science A&B*</p> <p>Social Studies American Government* American History A&B* World History A&B* Economics* Civics* World Geography & Cultures A&B*</p>	<p>Electives Art Appreciation Art History Character Education Child Development Marine Science Paleontology Renewable Energy Psychology Sociology Space Exploration Media & Communication Medicine Study Skills & Strategies Theater Studies</p> <p>World Languages Spanish 1 A&B Spanish 2 A&B Spanish 3 A&B French 1 A&B French 2 A&B German 1 A&B German 2 A&B</p> <p>Health and P.E. Health Physical Education</p>
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School Year 2021-2022

*Course has an Optional Adaptive Assessment Model

Exhibit B Pricing and Payment Schedule

5000	Grade 6-12 Per Semester Content	Per Semester Course Enrollments. Physical Materials not Included. Includes content and support on customer's instance of Canvas. Seats valid from: 8/1/2023-7/31/2024	\$23.40	\$117,000.00
2000	K5 Core Only FT Seat	Core Courses User License includes up to 4 core courses Per Student - Per Semester per academic school year. Physical Materials not Included. Includes content and support on customer's instance of Canvas. Seats valid from: 8/1/2023-7/31/2024	\$197.40	\$394,800.00
2000	K-5 Grade Level Workbook bundles	Physical Workbook prices are Per bundle of single grade level, K-5, Core Courses, by semester workbook. Includes domestic standard ground shipping. Workbooks are only valid for the current school year as future course updates may necessitate changes to activities, page layouts, etc. (8 total workbooks per bundle)	\$152.00	\$304,000.00
2000	K-5 Grade Level Material Kits	K-5, single grade level material kits, per year. Includes domestic standard ground shipping. No refunds or returns on material kits.	\$320.00	\$640,000.00
1	Year 1 Virtual Implementation & PD Package (Canvas)	Unlimited access to live and on-demand training webinars and resources for administrators and teachers over course navigation and design and online learning best practices. (Canvas) Year 2+ pricing is half the cost of Year 1.	\$5,000.00	\$5,000.00

Additional Information

- Actual Seat usage above the initial pre-purchased amount will be invoiced periodically during the year
- For FT Seats, each seat has a 14-day grace period to drop the student
- No refunds or returns on workbooks
- K-5 Independent Reading Program Not Included
- PD Support package required

Subtotal	\$1,460,800.00
Tax	\$0.00
Total	\$1,460,800.00

**Exhibit C to
Master Services and License Agreement between
Customer and Accelerate Education**

This Exhibit is part of the Agreement between Customer and Accelerate with respect to additional responsibilities as provided herein. Except as otherwise defined in this Exhibit, all capitalized terms shall have the meanings given to them in the Agreement.

Customer shall ensure that all authorized users of the fitness courses licensed to Customer by Accelerate ("Fitness Courses") agree in writing to be bound by and to comply with the consent and release terms of use ("Terms of Use") set forth below, and the code of conduct ("Code of Conduct") set forth below, if any. If an authorized user is a minor, Customer shall require that the Terms of Use and Code of Conduct (if any) be executed by the parent or other legal guardian of each such minor, granting the parent's permission for such minor to access and use the Fitness Courses, acknowledging the risks of participation in the Fitness Courses and releasing Accelerate and its licensors from all liability related to such participation. Customer shall provide Accelerate with a copy of each and all of the signed consents. The Terms of Use shall be worded in substantially the same manner as provided below.

Terms of Use

The following waiver must be signed by any authorized user over the age of 18 or by the parents of any authorized users who are under the age of 18.

1. I understand that my participation, or the participation of my child (if applicable), in Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to, the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Accelerate Education Inc., its licensors and their respective principals, instructors, employees, and heirs (the "Releasees"). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold the harmless the Releasees, from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee's own negligence) to any person or to any property arising out of or in connection with my participation in the Fitness Courses.

2. Accelerate Education Inc. grants you, the participant in the Fitness Courses, the right to use the Fitness Courses solely as necessary for the purpose of participating in such Fitness Courses through your educational institution. Your participation in such Fitness Courses is made possible only by license agreement between Accelerate Education Inc. and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Fitness Courses, or any part thereof, or any logo or trade name by your participation in such Fitness Courses. Further, you hereby agree that you will not use or copy any part of the Fitness Courses for any reason whatsoever, except as necessary to participate in such Fitness Courses through your educational institution. All Fitness Courses are protected by copyright and other laws.

Signed: _____

Print Name: _____

Date: _____

Coversheet

Approval of agreement with Flexpoint

Section: VI. Action Items
Item: H. Approval of agreement with Flexpoint
Purpose:
Submitted by:
Related Material: FlexPoint Quote.pdf
FlexPoint Terms and Conditions.pdf



QUOTE

This is not an invoice

Company Name	Florida Virtual School	Created Date	4/26/2023
Company Address	5422 Carrier Drive, Suite 201 Orlando, Florida 32819 United States	Expiration Date	6/10/2023
Remit To	Florida Virtual School P.O. Box 737413 Dallas, TX 75373-7413	Quote Number	00011641
Prepared By	Debra Poole	Account Name	Reach Cyber Charter School
Phone	(407) 312-7209	Contact Name	Corey Groff
Email	dpoole@flexpointeducation.com		
Quote To	United States		

Product	Quantity	Sales Price	Total Price
Client Hosted Per Student License	8,500.00	\$172.95	\$1,470,075.00

Grand Total \$1,470,075.00

Please make PO out to Florida Virtual School and send to info@flexpointeducation.com.

*This is a price quotation for customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Florida Virtual School ("FLVS") at its offices. Not responsible for typographical or other errors. FLVS's standard terms and conditions will apply to any order.

**This course is not yet available for delivery. Please contact your FlexPoint representative for estimated delivery dates.

Any pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties.

Payment Information

Please make PO out to Florida Virtual School and send to info@flexpointeducation.com. If paying via another method, please contact your sales representative for an invoice.

Client Hosted Per Student Terms

Type of License:

• **Client Hosted Per Student:** Under the Client Hosted Per Student license, a student is defined as a unique user ID enrolled in an active status in one or more courses for 14 days or that has completed at least 15% of a course, whichever occurs first. If a student is no longer actively enrolled in FlexPoint courses before the renewable term expires, the license cannot be re-used to provide access to another student.

Terms and Restrictions:

- Course materials are NOT included. Please see your FlexPoint representative for a list of applicable materials.
- Instruction provided by customer.
- eTeacher's Guides are included. (*Guides may not be available for all courses)
- Courses may be modified and/or customized by customer.
- Some courses may not be available in this model. Please see your FlexPoint representative for details.
- Support for the licensed courses is included with annual per student fees.
- The delivery of assessments, discussion prompts, and FlexPoint hosted course content links to customer's FlexPoint-approved Learning

IMPORTANT: By issuing a Purchase Order, remitting payment, and/or accessing the licensed product quoted in this proposal, Customer is agreeing to be bound by the terms and restrictions detailed in this quote and to the Terms and Conditions for Use of FLVS Licensed Product(s). A copy of the Terms and Conditions for Use of FLVS Licensed Product(s) can be found at <https://www.flexpointeducation.com/termsandconditions> Powered by BoardOnTrack



QUOTE

This is not an invoice

Management System (LMS) will be performed for an additional course access fee.

- Customers with a current annual license may be eligible to receive new course versions. Please see your FlexPoint representative for details.
- FlexPoint-approved LMS and versions include Blackboard 9.1, Ultra; Agilix Buzz, Canvas, Desire2Learn 9.x, 10.x, 20; Moodle 3.1, 3.3, 3.4, 3.5, 3.6, 3.7; Schoology, MoodleRooms 3.7.
- **Overages ("Additional Usage"):** Customer is financially responsible for overages. An overage is any student enrolled in excess of the number purchased at the beginning of or during the term of the license. System-based caps are not available. Customer is required to respond to course usage requests made by FlexPoint.
- **Course Customization:** Course customization may be defined as, but is not limited in definition to, the combining of course content from two or more FlexPoint or FlexPoint-provided courses. Course customizations may result in unexpected overage fees. Third-party course content provided by FlexPoint, including but not limited to Mawi Learning courses, etc., may not be customized or used in other course customizations. Please see your FlexPoint representative for more information and a list of third-party courses before creating or enrolling students in customized course content.

Length of Term:

- The Client Hosted Per Student License is an annual renewable license. Customer will have license to utilize the licensed courseware for 12 months from the date access is granted.

Add-On Unlock

Definitions:

- State-Specific Content – Delivery of state-specific content in lessons and specific assessments.
- Single Lesson Navigation – Provides FlexPoint-prescribed lesson numbering. Prohibits students from navigating between lessons.
- Module and Lesson Number Removal – FlexPoint-prescribed lesson and module numbers will be removed from the content and assessments.
- Unlock features may not be available in some courses. Please see your FlexPoint representative for details.

Add-On Rush Load

Terms and Restrictions:

Rush load delivery date is an estimate. Actual date of course delivery is dependent on customer providing required information by FlexPoint-assigned deadlines.

Add-On Early Access

Terms and Restrictions:

Early Access provides customer with access to FlexPoint-provided content for the sole purpose of customer-provided instructor training and set up of domain and courses in preparation for the coming license period. Enrollment of students is NOT permitted during the Early Access period. If customer enrolls students during Early Access, standard enrollment fees will apply. Please see your FlexPoint representative for details.

Length of Term:

- The Early Access License is limited to the time period indicated on this quote.

Add-On Professional Development/Training Terms

Training Types:

- FlexPoint Hosted PD Courses - includes the use of the LMS (Buzz) to access the PD Course.
- Face-to-Face Training - consists of six (6) hours per day of training in one specified training location.
- Live Webinars - scheduled in one (1) hour increments and includes link to recording for use for 12 months.
- On-Demand Webinars - allows access to a library of recorded trainings on a per-user basis.

Terms and Restrictions:

- For online delivery of training, a PO must be provided no less than two business days prior to the scheduled training.
- For in person delivery of training, a PO must be provided no less than 10 business days prior to the scheduled training.
- Each live webinar attendee must have access to his or her own device for the entire training.
- Requests to reschedule a Live Webinar must be sent in writing to eSolutions@flexpointeducation.com no later than 24 hours before the previously scheduled start time. FlexPoint will provide available dates on which the training may be rescheduled.
- FlexPoint live webinar training is provided through Zoom. FlexPoint may offer live webinar training via Microsoft Teams with five (5) business days advance notice.
- Any material change to a Live Webinar including, but not limited to, attendee count, topic, and/or training platform (i.e., Zoom, Microsoft Teams, etc.) within 10 business days of scheduled training date may require FlexPoint to reschedule the training to a later date. Additional fees may apply.
- Customers who do not attend a scheduled Live Webinar will not be entitled to a refund or a rescheduled training date.
- On-Demand Webinars are non-refundable.

IMPORTANT: By issuing a Purchase Order, remitting payment, and/or accessing the licensed product quoted in this proposal, Customer is agreeing to be bound by the terms and restrictions detailed in this quote and to the Terms and Conditions for Use of FLVS Licensed Product(s). A copy of the Terms and Conditions for Use of FLVS Licensed Product(s) can be found at <https://www.flexpointeducation.com/termsandconditions> Powered by BoardOnTrack



QUOTE

This is not an invoice

Length of Term:

- FlexPoint Hosted PD Courses include access to the content for 12 months from the date access is granted.
- All other Professional Development/Training services such as Face-to-Face and Live Webinars must be scheduled and delivered within 12 months of purchase.

Add-On Consultative Services Terms

Terms and Restrictions:

- Unless otherwise stated by the order documentation, Consultative Services are charged by the hour, or by the day in the case of face to face consultation, for actual work performed in relation to the agreed upon services. This includes but may not be limited to requirement gathering, preparation time, and actual delivery of services or findings to customer.
- Unless otherwise stated by the order documentation, Consultative Service hours will be pre-purchased by the customer and can be used upon no less than 5 business days advance notice to customer's FlexPoint contact.
- Once hours are depleted, customer will be notified and offered the option of purchasing additional hours.
- Consultative services do not include access to FlexPoint courses.

Length of Term:

- Consultative Service hours must be used within 12 months of purchase.



**TERMS AND CONDITIONS
FOR USE OF FLORIDA VIRTUAL SCHOOL
LICENSED PRODUCT(S)**

IMPORTANT: DO NOT ALLOW LICENSED PRODUCT (AS DEFINED BELOW) TO BE USED WITHOUT READING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE LICENSED PRODUCT, AND NOTIFY FLORIDA VIRTUAL SCHOOL WITHIN TEN (10) DAYS OF RECEIPT OF THIS AGREEMENT. BY USING THE LICENSED PRODUCT AS PERMITTED BY THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This document contains terms and conditions applicable to the FLVS product line. The FLVS product line consists of a variety of virtual learning product offerings. Article A (Licensed Product Terms and Conditions) contains license terms that are applicable to all product offerings within the FLVS product line. Article B (Supplemental License Terms and Conditions) contains additional terms that are applicable to specific product offerings within this product line. Although Article B contains terms governing multiple offerings within the FLVS product line, Customer/Licensee will receive licenses only to those offerings that Customer/Licensee has actually ordered. Article C (Support and Services Policies) contains additional terms relating to FLVS' provision of support and services associated with the product offerings covered by this Agreement. Article D (Marketing Terms and Conditions) of this document sets forth FLVS' marketing and branding terms and conditions, along with additional terms for the use of the FLVS name and trade dress in connection with Customer/Licensee's use of the Licensed Product. Finally, Article E (Demo Access – Mutual Nondisclosure Agreement) sets forth the terms and conditions for Customer/Licensee's use of any of FLVS' demo products or courses.

FLVS is not subject to certain data privacy laws, including E.U. General Data Protection Regulation (“GDPR”) and the California Consumer Privacy Act (“CCPA”). Despite this, FLVS endeavors to provide a reasonably equivalent level of protection for the personal information of users of its products as part of its commitment to protecting the privacy of its users. FLVS may use, collect, and process your personal information through your use of its products. Your use of any and all product offerings within the FLVS product line constitutes consent to our privacy practices regarding your personal information as detailed in FLVS's Privacy Policy which is incorporated herein by reference. Your continued use of the product affirms your agreement to this Privacy Policy and any modifications or amendments thereto. If you do not wish to be bound by these provisions, do not use the product and uninstall any downloads and applications. If there is any conflict between FLVS's Privacy Policy and these Terms and Conditions, these Terms and Conditions shall control unless specified otherwise herein.

ARTICLE A: LICENSED PRODUCT AGREEMENT

1. DEFINITIONS. This Agreement is between Florida Virtual School (“FLVS” or “Florida Virtual School”) and the school, school district or other entity licensing Licensed Product from Florida Virtual School (“Customer/Licensee”). In addition, the following definitions shall apply:

1.1 “Affiliate” shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. “Control” as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

1.2 “Agreement” shall mean, collectively, the Order Documentation, this Agreement, and all other Contract Documents identified in the Order Documentation.

1.3 “Authorized Sites” shall mean the schools, school districts or other entities named in the Order Documentation as being licensed to provide access to the Licensed Product to their Authorized Users.

1.4 “Authorized Third Party.” For certain Licensed Products, Customer/Licensee may purchase a license from FLVS for a Licensed Product that will be deployed in a learning management system (“LMS”) not hosted by FLVS or FLVS's designee. Rather, the Customer/Licensee may license an LMS from a third party and have such third party host the LMS or have the LMS locally deployed in the Customer/Licensee's own networking environment. In either instance, the third party licensing the LMS to Customer/Licensee is referred to herein as an “Authorized Third Party.” The FLVS Approved LMS providers are subject to change and

the list can be made available upon request.

1.5 “Authorized Users” shall mean (a) students enrolled at the Authorized Sites, and (b) teachers, administrative personnel or other instructional staff employed by the Authorized Sites or by a central administrative office responsible for the Authorized Sites.

1.6 “Confidential Information” shall mean any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plans, and equipment), which is designated as “Confidential,” “Proprietary,” or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such

requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

1.7 “Documentation” shall mean all standard written user information, whether in electronic, printed or other format, delivered to Customer/Licensee by FLVS with respect to the Licensed Product, now or in the future, including, but not limited to, instructions, manuals, training materials, and other publications provided by FLVS that contain, describe, explain or otherwise relate to the Licensed Product.

1.8 “Licensed Product” shall mean the applicable virtual learning product offering(s) described in the Supplement and licensed to Customer/Licensee pursuant to this Agreement, as specified in the Order Documentation. Licensed Product shall be deemed to include all course content, LMS software (if applicable), hosting services (if applicable), assessments and other materials provided or made available by FLVS to Customer/Licensee in connection with the virtual learning product offerings licensed by Customer/Licensee hereunder, including all Documentation supplied by FLVS in connection with any such offerings.

1.9 “Global School Course” shall mean a half or full credit course enrollment taken for initial credit in the Global School licensing model.

1.10 “Global School-Credit Recovery Course” shall mean a half or full credit course enrollment taken for credit recovery in the Global School licensing model.

1.11 “Order Documentation” shall mean a price quotation, invoice or other documentation provided by FLVS specifying the Licensed Product and associated support and/or services being offered to Customer/Licensee, which has been accepted by Customer/Licensee as evidenced by Customer/Licensee’s submission to FLVS of a purchase order or other written acknowledgment of Customer/Licensee’s order for Licensed Product or by Customer/Licensee’s payment of applicable fees.

1.12 “Intellectual Property Rights” include all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

2. LICENSE GRANT.

2.1 Basic Terms. Subject to the terms and conditions of this Agreement, FLVS grants to Customer/Licensee a restricted, non-exclusive, non-transferable license to use the Licensed Product for the applicable license term for which Customer/Licensee has paid FLVS’s applicable license fees. The Supplement contains additional licensing restrictions that are applicable to the various Licensed Products available to Customer/Licensee under this Agreement, and Customer/Licensee agrees to abide by such restrictions. Regardless of the specific Licensed Product being licensed by FLVS to Customer/Licensee, Customer/Licensee acknowledges and agrees that the Licensed Product may only be used by Authorized Users for educational purposes. **Under no circumstances may Customer/Licensee or Authorized Third Party utilize the Licensed Product(s) for or to any school, business, person, or entity other than Customer/Licensee’s delivery of direct instruction to Customer/Licensee’s students by Customer/Licensee’s employees.** In no event will Customer/Licensee use the Licensed Product, including assessments, whether on a non-profit or for-profit basis, in a manner that services students of any schools or school districts that are not operated by Customer/Licensee, or for any schools or school districts that are operated by Customer/Licensee but for which Customer/Licensee has not paid FLVS’s applicable license fees for the applicable Licensed Product, without the prior written consent of FLVS. Customer/Licensee will not permit anyone to use or access the Licensed Product, other than (a)

Authorized Users, and (b) if applicable, Authorized Third Parties, solely to the extent necessary to permit the use of the Licensed Product in conjunction with any LMS licensed by such Authorized Third Parties to Customer/Licensee.

2.2 Software. To the extent that the Licensed Product provided by FLVS to Customer/Licensee includes access to any LMS or other software hosted by FLVS or FLVS’s designee, such software may be used in executable code form only. Source code to such software is not licensed to Customer/Licensee hereunder and will not be provided.

2.3 Copies. Customer/Licensee shall not make copies of or otherwise reproduce any Licensed Product, including assessments and Documentation, without the express written permission of FLVS, except that (a) Customer/Licensee’s Authorized Users may print, for Customer/Licensee’s internal use only, copies of any Documentation that is provided electronically, in order to support Authorized Users’ use of the Licensed Product; (b) Customer/Licensee’s Authorized Users may print copies of any instructional content that is provided electronically, for educational use only and only for the benefit of Customer/Licensee students receiving direct instruction by Customer/Licensee employees utilizing the Licensed Product(s) (e.g., course content may not be printed by teachers for use with students not enrolled in a Licensed Product); and (c) if Customer/Licensee is purchasing a Client Hosted Course (as described in Section 3 of the Supplement), then Customer/Licensee may permit the applicable Authorized Third Party to make a backup copy of the Client Hosted Course solely for use as part of Customer/Licensee’s disaster recovery plan. Customer/Licensee (and, if applicable, any Authorized Third Party) shall retain and include all of FLVS’s and its licensors’ copyright and other proprietary rights notices on any copies of Licensed Product made pursuant to this Section 2.3 or otherwise made with the written permission of FLVS.

Customer/Licensee acknowledges that print items are intended for use only for the duration of Customer/Licensee’s active license.

2.4 License Term. The Order Documentation shall specify the length of Customer/Licensee’s license to the Licensed Product, which could be a specified term or perpetual. In all cases, Customer/Licensee’s license to the Licensed Product is subject to termination in accordance with Section 12.3 of this Agreement.

3. RESTRICTIONS ON USE OF LICENSED PRODUCT.

3.1 Intellectual Property Rights. Customer/Licensee acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, “Works”) made available to Customer/Licensee pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer/Licensee acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of FLVS, Customer/Licensee agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer/Licensee will not act or permit any action that would impair any of FLVS’ (or its Affiliates’ or licensors’) rights in the Works.

Customer/Licensee agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source,

unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer/Licensee or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer/Licensee shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of this Agreement, all Intellectual Property Rights shall remain with FLVS.

3.2 Confidentiality of Licensed Product. Customer/Licensee shall use reasonable efforts to ensure that (i) Licensed Product is not disclosed to or used by anyone other than Authorized Users and, if applicable, Authorized Third Parties, and (ii) all usage of Licensed Product is consistent with this Agreement and any limitations on the scope of Customer/Licensee's license. Customer/Licensee shall ensure that, to the extent it provides any copies of or access to any Licensed Product to any Authorized Third Party, such Authorized Third Party is made aware and acknowledges in writing that such Licensed Product (a) is proprietary to FLVS and its licensors, (b) may be used by such Authorized Third Party solely in connection with such Authorized Third Party's provision of LMS services to Customer/Licensee in support of Customer/Licensee's use of the Licensed Product, and (c) may not be disclosed to any party other than Customer/Licensee, or used in any manner by the Authorized Third Party for its own benefit or for the benefit of any party other than Customer/Licensee. Customer/Licensee shall not transfer, assign, provide or otherwise make Licensed Product or any component thereof available, in any form or via any medium, to any other party without the prior written consent of FLVS. Any attempted sublicense, assignment or transfer by Customer/Licensee of any rights, duties or obligations hereunder without FLVS's consent shall be void. Upon request, Customer/Licensee shall provide FLVS with access to Customer/Licensee's applicable records and computer systems to enable FLVS to audit Customer/Licensee's compliance with the provisions of this Agreement. Customer/Licensee shall provide notice to FLVS immediately, in writing, of any unauthorized use or distribution of Licensed Product of which Customer/Licensee becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. To the extent that any Licensed Product uses passwords, codes or other user identifications to access such Licensed Product, Customer/Licensee shall advise all users that such passwords, codes or user identifications must be maintained in confidence and not transmitted or shared. FLVS is not responsible for any failure of users to maintain the confidentiality of such information.

3.3 "Answer Key" Course. FLVS shall provide Customer/Licensee with access to answer keys by delivering an answer key course to Customer/Licensee LMS or by giving Customer/Licensee access to the course in the FLVS Hosted model. Access to this course shall ONLY be given to teachers and administrative personnel and students shall NOT be enrolled in or have access to this course.

4. SUPPORT AND SERVICES. FLVS will supply support (whether included with Customer/Licensee's license of Licensed Product or purchased separately by Customer/Licensee) pursuant to the terms of FLVS's Article C Support and Services Policies, a copy of which is attached hereto and incorporated herein by reference.

5. MATERIALS. Customer/Licensee's license to the applicable

Licensed Product includes access to the virtual course content and such other course materials as are typically provided by FLVS with the applicable Licensed Product, which may vary depending on the Licensed Product selected. Information regarding required materials for each course, including whether they are provided by FLVS or whether they are Customer/Licensee's responsibility to provide, is available upon request. FLVS may provide a storefront through which Customer/Licensee may choose to purchase required materials not provided by FLVS. The purchase of storefront materials is limited to program administrative and support staff. Storefront materials are not available for purchase by Customer/Licensee's teachers, students, or student parents or guardians. All Course Materials purchases are final. Refunds and exchanges are not available for any Course Materials purchases. Customer/Licensee has one (1) year from FLVS's receipt of payment to use a Course Materials credit. At the end of one (1) year, any remaining Course Materials credit will be deemed expired.

6. CONFIDENTIALITY; NON-DISCLOSURE.

6.1 Non-Use and Non-Disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except as provided in this Agreement or to carry out its respective duties and obligations hereunder. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to perform their obligations under this Agreement. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the other party's Confidential Information and that are provided to the party hereunder.

6.2 Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions of this Section, prior to disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

6.3 Return of Materials. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party (i) immediately upon termination of this Agreement or (ii) at any time upon the disclosing party's written request.

7. PROTECTED DATA AND INFORMATION.

7.1 Data Protection. FLVS will ensure all reasonable measures are taken to protect Customer/Licensee's Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data. FLVS shall provide copies of Customer/Licensee Data to Customer/Licensee within seven (7) Business Days of a written request for such Data.

7.2 Personal Identifying Information. To the extent that Customer/Licensee provides any personally identifying information (e.g., student or teacher data) to FLVS in the course of FLVS' performance of this Agreement, FLVS shall exercise commercially reasonable care to use such information only for the purposes of providing services to Customer/Licensee as described herein and not to disclose or permit access to any such information to any third party, other than service providers with whom FLVS may contract to provide support or hosting services in connection with the Licensed Product, in which event FLVS shall require such third parties to maintain such information as confidential in accordance with this provision. Notwithstanding

the foregoing, FLVS may disclose personally identifying information to third parties in the following situations: (a) in response to a subpoena, court order, or legal process, to the extent permitted and required by law; (b) to protect user security or the security of other persons, consistent with applicable laws; (c) in connection with a sale, merger, joint venture, or other transfer involving some or all of FLVS or the applicable assets of FLVS; or (d) as required by Federal or Florida Laws. In addition, FLVS may use and disclose aggregated, non-personally identifying information about the use of any Licensed Product for its business purposes (e.g., as part of a statistical analysis or study of the performance of students using the Licensed Product).

8. CHARGES AND PAYMENTS.

8.1 Fees and Taxes. Customer/Licensee agrees to pay FLVS the applicable fees charged for any Licensed Product and associated support and services ordered by Customer/Licensee, together with all applicable sales, use or other taxes, however designated, except for taxes based on FLVS's net income. If Customer/Licensee claims tax exempt status, Customer/Licensee agrees to provide FLVS with evidence of such tax exemption upon FLVS's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer/Licensee shall be responsible for any and all taxes that arise from this Agreement (except for taxes based upon FLVS's net income). All pricings set forth in any Order Documentation supplied by FLVS is in United States dollars, unless otherwise specified. This is a nonrefundable, nontransferable license. No refunds will be provided for unused licenses or products.

8.2 Overages. Customer/Licensee is financially responsible for overages. An overage is any unit used in excess of the number of units licensed by Customer/Licensee at the beginning of or during the life of the license. FLVS reserves the right to audit, or request an audit from Customer/Licensee, of Customer/Licensee's usage and invoice Customer/Licensee for any overages that occur at any time during Customer/Licensee's use of the product. Customer/Licensee is financially responsible for all overages regardless of whether the overage is the result of enrollment by Customer/Licensee administrative staff, support staff, teachers, students, student parents or guardians; or any other party without the knowledge or consent of individuals responsible for the Customer/Licensee's program. Customer/Licensee is required to provide all information within ten (10) business days of FLVS's request for course usage information. If Customer fails to provide the information requested within ten (10) business days, FLVS may suspend access to course content until such information is received. Please note that suspension may result in permanent loss of student data.

8.3 Payment Terms. All fees for Licensed Product and associated support and services shall be due and payable according to FLVS's invoice terms unless otherwise provided by law. Customer/Licensee shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or if a lower maximum rate is established by law, then such lower maximum rate.

9. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

9.1 Limited Warranty. FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS's reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section 9.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Documentation delivered with such Licensed Product. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer/Licensee or used in a manner that is inconsistent with this Agreement or that does not conform to the instructions and specifications contained in the Documentation for such Licensed Product. In the event that Licensed Product does not meet the requirements of this warranty, Customer/Licensee shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, reasonable "work-around" solutions and/or Documentation

corrections. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the license fees paid for such Licensed Product during Customer/Licensee's current license term, and Customer/Licensee's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to license fees paid by Customer/Licensee during Customer/Licensee's then-current license term, and not to any previous license terms during which Customer/Licensee used the Licensed Product. **The foregoing states the complete and entire remedies that Customer/Licensee has under this warranty.** FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

9.2 Warranty Period. For Licensed Product that is licensed to Customer/Licensee for a specified term (i.e., not perpetually licensed), the Warranty Period shall be the first ninety (90) days of each license term (whether an initial license term or a renewal license term). For Licensed Product that is licensed to Customer/Licensee on a perpetual license basis, the Warranty Period shall be the first one hundred twenty (120) days after Customer/Licensee is initially provided access to the applicable Licensed Product by FLVS. The Warranty Period for Licensed Product that is perpetually licensed to Customer/Licensee does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

9.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT OR SERVICES THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER/LICENSEE SPECIFIC LEGAL RIGHTS. CUSTOMER/LICENSEE MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

9.4 LIMITATION OF LIABILITY. NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER/LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER, EVEN IF FLVS OR ITS LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER/LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER/LICENSEE TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER/LICENSEE'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

9.5 Guarantee Against Infringement. FLVS guarantees that all components of the Licensed Product shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall to the extent permitted by law indemnify, hold harmless, and defend Customer/Licensee, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of the Licensed Product under this Agreement.

If a component of the Licensed Product becomes or is likely to become the

subject of an infringement claim, FLVS may, at its option and expense, either: (a) procure for Customer/Licensee the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow Customer/Licensee to return other components intended to operate with the affected component, and refund to Customer/Licensee the portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

10. INDEMNIFICATION. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless FLVS and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses (including court costs and attorney's fees), including third party claims, that arise out of or in connection with (i) any breach or default by Customer in the performance of any of its obligations under this Agreement, (ii) any act, omission, or negligence of Customer or any officer, agent, employee, or contractor of Customer; (iii) Customer's failure to comply with laws, rules, and regulations related to or arising from this Agreement; or (iv) any data or security breach (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of FLVS. Upon written request by FLVS, Customer/Licensee shall defend FLVS (if requested by FLVS, in the name of FLVS) by attorneys and other professionals reasonably approved by FLVS. Customer/Licensee understands that this obligation of indemnification and duty to defend survives the expiration or termination of this Agreement and is not limited in any respect by insurance coverage or limitation of liability.

11. AUDIT; REVIEW. Audit Rights. FLVS may audit course enrollment and Customer/Licensee's use of the Licensed Product at any time during the term of this Agreement.

12. TERM AND TERMINATION.

12.1 Term. The term of Customer/Licensee's access to a given Licensed Product may be perpetual, or for a specified term, depending on the Licensed Product and the deployment model. For Licensed Products for which the license term is perpetual, the license shall begin when FLVS has provided access to the Licensed Product and shall continue in effect unless terminated pursuant to Section 12.3. For Licensed Products for which the license term is a specified period, the license term shall begin on the date that FLVS has made the Licensed Product available for Customer/Licensee's use and shall continue for a period consistent with the Order Documentation.

12.2 Renewals. For Licensed Products for which the term is a specified period (i.e., not perpetual), the license terminates at the end of the then-current license term. If, however, the parties agree to renew the license for an additional term (whether for the same or different quantities of students, courses, or other applicable licensing parameters), the then current terms and conditions found here, (www.flvs.net/globaltermsandconditions) of this Agreement shall apply and remain in effect for any such renewal term, unless FLVS updates these terms and conditions to Customer/Licensee in connection with such renewal term, either in writing or via the FLVS website in which case such updated terms and conditions shall apply. Any renewal of a license to a Licensed Product shall be at FLVS's then-current rates as specified in the renewal Order Documentation.

12.3 Suspension or Termination for Breach. FLVS shall have the right to suspend performance and access to the Licensed Product under this Agreement in the event that Customer/Licensee is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period, provided that FLVS shall have the right to terminate this Agreement immediately upon written notice in the event that Customer/Licensee breaches any of its obligations under Sections 2 or 3 hereof. If this Agreement is terminated due to non-payment by Customer/Licensee, and then FLVS subsequently reinstates

Customer/Licensee's access to the applicable Licensed Product upon later receiving payment, any such reinstated access shall remain subject to the terms and conditions of this Agreement (unless FLVS provides new terms and conditions to Customer/Licensee at the time of such reinstated access, in which case such new terms and conditions shall apply).

12.4 Effects of Termination. In the event of termination of all or any portion of this Agreement, Customer/Licensee shall remain responsible to pay any fees or charges that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 9.3, 9.4, 12.4, 12.5, and 14 of this Agreement, and Sections 3.3(b) and 3.3(c) of the Supplement, shall survive termination of this Agreement. If partially terminated with respect to a particular product or service, this Agreement will remain in effect for all other products and services that have been provided hereunder to Customer/Licensee.

12.5 Use of Licensed Product. Immediately upon termination of a license of any Licensed Product, Customer/Licensee shall cease using, and shall promptly destroy any paper or other hard copies, and delete from its computer systems any electronic copies, of any components of any Licensed Product, which includes any and all assessments and derivative works of Licensed Product in Customer/Licensee's possession or control. In addition, Customer/Licensee shall require any Authorized Third Parties to cease using and to delete and destroy any such copies of any Licensed Product. Customer/Licensee access and use of Licensed Product after termination shall be limited to downloading gradebook and any student produced materials. If state law or other requirement exists that require Customer/Licensee to access assessments beyond gradebook, an additional license must be purchased to continue access. Upon request, Customer/Licensee shall (a) forward written certification to FLVS that it has complied with the requirements of this Section 12.5, and (b) provide FLVS with access to Customer/Licensee's applicable records and computer systems including any Authorized Third Party(s) to enable FLVS to audit Customer/Licensee's compliance with the provisions of this Section 12.5.

13. FLVS HOSTED PRODUCTS AND SERVICES. For certain Licensed Products, FLVS provides hosting services and/or access to an LMS through which Customer/Licensee manages the use of the Licensed Product. To the extent that Customer/Licensee licenses a Licensed Product pursuant to which FLVS provides such hosting services and/or LMS access, the following terms shall apply.

13.1 Availability. FLVS will attempt to schedule any planned maintenance or upgrades within its hosting environment at times when usage is typically low (e.g., nights and weekends), and will attempt to communicate any outages associated with planned maintenance or upgrades to Customer/Licensee in advance. Customer/Licensee acknowledges that as the FLVS hosted deployment models are dependent on the Internet, information is transmitted over local exchange and Internet carrier lines, as well as through routers, switches and other devices owned, maintained and serviced by third parties, all of which are beyond the control of FLVS and which can be impaired or disrupted through no fault of FLVS. Customer/Licensee further acknowledges and agrees that the FLVS hosted Licensed Products or services may be inaccessible or inoperable from time to time due to unscheduled maintenance or causes beyond the control of FLVS or not reasonably foreseeable by FLVS, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively, "Downtime"). FLVS will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the FLVS hosted Licensed Products or services, but FLVS shall have no liability should Downtime occur despite such commercially reasonable efforts, nor shall it be a breach of the terms and conditions, purchase order, or Order Documentation.

13.2 Service Providers. For Licensed Products where FLVS agrees to provide Customer/Licensee with LMS access and/or hosting services, FLVS may use in-house services or a third-party service provider to provide such services.

13.3 Compatibility. Customer/Licensee shall be responsible to provide, or to ensure that Authorized Users have, a computing environment compatible with FLVS's standard specifications for the Licensed Product

being licensed by Customer/Licensee. Copies of such specifications are available at <https://www.flvsglobal.net/technical-requirements/>. Such specifications are subject to change over time based on changes in technology or Licensed Product delivery methods. FLVS does not supply computers or Internet access as part of any Licensed Product.

14. COMPLIANCE WITH LAWS

14.1 In General. Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

14.2 Children's Online Privacy Protection Act ("COPPA"). Customer/Licensee shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

14.3 Confidential Student Information. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS may receive student information that is otherwise confidential, FLVS shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer/Licensee and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer/Licensee and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer/Licensee, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer/Licensee arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

14.4 Accommodations. Customer/Licensee acknowledges that virtual learning programs are not appropriate for all students, and it is Customer/Licensee's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer/Licensee provides access to such Licensed Products to students requiring accommodations, Customer/Licensee will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

a) **Students with Disabilities.** To the extent required by law, Customer/Licensee is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

b) **English Language Learner Students.** To the extent required by law, Customer/Licensee is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

c) **Individual Education Plans.** To the extent required by law, Customer/Licensee is responsible for providing any required services to support a student consistent with the legal requirements for serving students with special needs in a virtual school.

14.5 Data/Security Breach. The parties acknowledge and agree to comply with the requirements of § 501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

14.6 Background Screening. As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of § 1012.465, Florida Statutes (the Jessica Lunsford Act) and § 1012.32, Florida Statutes.

15. GENERAL

15.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA. VENUE FOR ANY CAUSE OF ACTION HEREUNDER SHALL BE IN A STATE OR FEDERAL COURT IN ORLANDO, FLORIDA.

15.2 Dispute Resolution. The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance, and breach hereof, prior to initiating any legal proceeding whether judicial or administrative in nature. The efforts shall be primarily between the President of FLVS and the Superintendent, Principal, President, or similar chief executive of the Customer/Licensee, or their respective designees.

15.3 Force Majeure. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes or labor disputes; extraordinary breakdown of or damage to FLVS' servers or computer systems; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; inability to procure or obtain delivery of parts, supplies, power, equipment, or software; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

15.4 Sovereign Immunity. FLVS intends to avail itself of the benefits of § 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of FLVS' right to sovereign immunity under § 768.28, Florida Statutes, or other limitations imposed on FLVS' potential liability under state or federal law. Customer/Licensee agrees that FLVS shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

15.5 Non-Discrimination. The parties shall not discriminate against any

employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, political or religious beliefs, color, gender, gender identity or expression, national origin, marital status, disability, or sexual orientation.

15.6 Public Records. FLVS is a public agency subject to Chapter 119, Florida Statutes. Customer/Licensee shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the FLVS Board of Trustees in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the FLVS Board of Trustees would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer at no cost to the FLVS Board of Trustees, all public records in possession of the Customer/Licensee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the FLVS Board of Trustees in a format that is compatible with the information technology systems of the FLVS Board of Trustees. The parties agree that if Customer/Licensee fails to comply with a public records request, then FLVS must enforce the contract provisions in accordance with the contract and as required by § 119.0701, Florida Statutes.

IF CUSTOMER/LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CUSTOMER/LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CustodianofRecords@flvs.net OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

15.7 Severability. In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise remain fully intact.

15.8 Assignment. Customer/Licensee may not assign this Agreement, in whole or in part, to any other party without the prior written consent of FLVS.

15.9 Right to Equitable Relief. Customer/Licensee acknowledges that in the event it breaches any of the provisions of Sections 2, 3, or 6, FLVS' interests will be irreparably injured, the full extent of FLVS' damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer/Licensee agrees that FLVS will be entitled to enforce this Agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its

right to seek monetary damages or any other remedy.

15.10 Notices. Notices to FLVS shall be sent to: Florida Virtual School, Attn: President, 2145 Metrocenter Boulevard, Suite 100, Orlando FL 32835. Notices to Customer/Licensee shall be sent to Customer/Licensee's address of record as set forth in the Order Documentation. Either party may change its notice address by notifying the other in like manner. Any notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered by overnight courier service, on the Business Day immediately following delivery to such service; and if mailed, on the third Business Day after mailing.

15.11 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer/Licensee.

15.12 Headings. Article, section, and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

15.13 Waiver. Waiver by either party of any terms, conditions, or provisions of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

15.14 Third Party Requirements. To the extent that Customer/Licensee uses any Licensed Product, Customer/Licensee is responsible for ensuring that the courses meet the requirements of any third-party organization that Customer/Licensee or its students desire to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. Customer/Licensee accepts responsibility for these criteria to the extent that Customer/Licensee uses any Licensed Product for students who desire to meet NCAA eligibility criteria. Similarly, Customer/Licensee is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer/Licensee intends to offer any Licensed Product courses as AP courses.

15.15 Authority to Piggyback: If mutually agreed between Florida Virtual School and the Customer, agreement to these Terms and Conditions constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this contract, to any other governmental entities.

15.16 Relationship of the Parties. At all times during the term of this Agreement, the parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties. Neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other.

15.17 Entire Agreement. This Agreement, including the Supplement and the Policies attached hereto and the Order Documentation, constitutes the complete and entire agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, negotiations and agreements with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer/Licensee. Notwithstanding the foregoing, to the extent of any conflict between this Agreement and the Order Documentation signed by both parties, the Order Documentation shall prevail. Except as otherwise expressly provided herein, this Agreement shall not be modified or amended in whole or in part without the written agreement of both parties.

ARTICLE B: SUPPLEMENTAL LICENSE TERMS AND CONDITIONS

These Supplemental License Terms and Conditions (“Supplement”) supplement the terms of the Licensed Product Agreement between FLVS and Customer/Licensee to which they are attached. Capitalized terms not defined in this Supplement shall have the same meanings ascribed to them elsewhere in the Agreement. Note that in addition to the terms set forth below for particular Licensed Products, minimum quantities may apply to purchase a license to certain Licensed Products.

To the extent that Customer/Licensee is granted a license under the Agreement to any of the Licensed Products named or described below, the following provisions set forth additional terms and conditions specific to such Licensed Products.

1. GLOBAL SCHOOL COURSES AND GLOBAL SCHOOL- CREDIT RECOVERY COURSES (FLVS HOSTED COURSES WITH TEACHER INSTRUCTION). FLVS offers a license to certain Licensed Products in which Customer/Licensee is granted access to course content in a FLVS hosted LMS environment accompanied with teacher instruction provided by Florida Virtual School (“FLVS”), the provider of the course content used in the FLVS product line. Licensed Products licensed in this fashion are referred to herein as “Global School Courses” or “Global School-Credit Recovery Courses.” The following terms apply to the licensure by Customer/Licensee of Global School Courses and Global School-Credit Recovery Courses (in addition to the terms of the Agreement to which this Supplement is attached):

1.1 Pricing. A license to a Global School Course or Global School- Credit Recovery Course is priced on a per-student, per-course basis. Customer/Licensee will pay FLVS’s applicable fees for each student enrolled in a Global School Course or Global School-Credit Recovery Course. The license fee may vary based on whether the Course is a full- credit or half-credit course, as well as whether the student resides within or outside the continental United States of America.

1.2 License/Payment Terms. Unless otherwise stated in the Order Documentation, for each Global School Course or Global School-Credit Recovery Course License Customer/Licensee agrees to: (a) pay the then current list price according to the quotation or Order Documentation; and (b) be invoiced after a student has been enrolled in a Global School Course or Global School-Credit Recovery Course for fourteen (14) consecutive days after the date the student was initially enrolled or upon completion of fifteen (15) percent of the half credit course segment, whichever occurs first. Once enrolled in a Global School Course, the student will have twenty-seven (27) weeks to complete each half credit. Once enrolled in a Global School-Credit Recovery Course, the student will have 10 weeks to complete each half credit. Should the student require more than twenty-seven (27) weeks in a Global School Course or more than 10 weeks in a Global School-Credit Recovery Course, Customer/Licensee may request and pay for a twenty-eight (28) day extension at the then current enrollment extension list price. Unless otherwise stated in the Order Documentation, payment is due as of the due date noted on the invoice, and payment is considered late fifteen (15) days after the invoice due date. FLVS retains the right to suspend Customer/Licensee service and student access to a Global School Course or Global School-Credit Recovery Course without notice if payment is overdue. FLVS retains the right to decline a Customer/Licensee request for an Official Transcript relating to a student account for which payment is overdue. If Customer/Licensee pays for Global School Licenses in advance of enrollment, then Customer/Licensee will have (1) year from the date the order is placed to enroll students in licensed Global School Courses or Global School-Credit Recovery Courses. If not activated within 1 year, the Global School Course or Global School-Credit Recovery license will be deemed expired. If a Global School Course or Global School- Credit Recovery Course is offered as part of a specific term offering with

specified dates, for example Summer School, then Customer/Licensee must fully utilize the licenses, meaning students must have completed the course/(s) in which they were enrolled, by the last day of the specified term, otherwise the licenses will be deemed expired, and Customer/Licensee will not be eligible for a refund. In order for Customer/Licensee to enroll a student in a Global School-Credit Recovery Course, the student must have previously taken the equivalent course prior to enrolling.

1.3 Withdrawals. Unless otherwise stated in the Order Documentation, during the first fourteen (14) consecutive days after enrolling a student or prior to a student’s completion of fifteen (15) percent, whichever occurs first, in a Global School Course or Global School-Credit Recovery Course, Customer/Licensee may withdraw the student at no charge. A withdrawal request must be received from Customer/Licensee in writing to FLVS by email before the end of the fourteen (14) consecutive day period or prior to the student’s completion of fifteen (15) percent, whichever occurs first, for a Global School Course or Global School- Credit Recovery Course. After the fourteen (14) consecutive day period or upon the student’s completion of fifteen (14) percent of the half credit course segment, whichever occurs first, Customer/Licensee will be invoiced as per the terms outlined in section “1.3 License/Payment Terms.” If payment is made in advance, Customer may withdraw the student and enroll another student at no additional charge during the first fourteen (14) consecutive day period or prior to the student’s completion of fifteen (15) percent of the half credit course segment, whichever occurs first, for a Global School Course or Global School- Credit Recovery Course. After the fourteen (14) day period or upon student’s completion of fifteen (15) percent or more of the half credit course segment, whichever occurs first, there is no credit or refund for not completing a course.

1.4 Training. FLVS may provide, at its discretion, online training via asynchronous videos for Customer/Licensee personnel (e.g., Facilitators, as defined in Section 1.5 below, guidance counselors, or others) who will be supporting Customer/Licensee’s students taking a Global School Course or Global School-Credit Recovery Course.

1.5 Course Maintenance; Administrative and Teacher Support. Upon enrollment in a Global School Course or Global School-Credit Recovery Course, students will have access to the most current version of that course. A FLVS administrator will be designated as Customer/Licensee’s point of contact for administrative and support issues, and the FLVS teachers assigned to Customer/Licensee’s students will assess and evaluate student progress and provide monthly progress reports that will be made available to Customer/Licensee.

1.6 Facilitator. Customer/Licensee must designate one or more Customer/Licensee personnel to act as a “Facilitator.” The Facilitator will be the primary contact between Customer/Licensee and FLVS with respect to the students taking Global School Courses or Global School- Credit Recovery Courses. The Facilitator will generally perform the following functions: (a) reviewing progress reports for each student at least once a month; (b) overseeing students to ensure participation in coursework and completion of assignments; (c) acting as a liaison between students and parents and FLVS teachers as needed; (d) assisting students in registering for AP exam reviews and exams, if applicable; (e) proctoring exams as necessary; (f) providing data

and responses to surveys and other inquiries about students taking the Global School Courses or Global School-Credit Recovery Courses as may be reasonably requested by FLVS; and (g) communicating with the designated FLVS school administrator if questions or problems arise.

1.7 Grading; Credit. Upon completion of a Global School Course or Global School-Credit Recovery Course, the teacher will issue a grade to the student. Although FLVS has obtained accreditation as a provider of virtual courses, by one or more recognized accreditation organizations, certain Global School Courses may not fall under FLVS' accreditation. Regardless of whether a Global School Course or Global School-Credit Recovery Course falls under FLVS' accreditation, however, FLVS may not grant credit to Customer/Licensee's students. It is ultimately Customer/Licensee's decision whether to issue credit for successful completion of a Global School Course or Global School-Credit Recovery Course as part of Customer/Licensee's official records for such student. Additional information regarding FLVS's accreditation is available upon request.

1.8 NCAA Restrictions. The National Collegiate Athletic Association (NCAA) has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. **Global School- Credit Recovery Courses do not meet the current NCAA eligibility criteria. To ensure time for comprehension and mastery, FLVS requires students to work in a course segment for fourteen (14) days at minimum; twenty-eight (28) days of work is required, at minimum for a two (2) segment course.** Pursuant to section 15.14 of the FLVS Licensed Product Agreement, Customer/Licensee is responsible for ensuring any Global School Course satisfies the National Collegiate Athletic Association's (NCAA) eligibility criteria.

1.9 Individualized Education Programs (IEP) To the extent required by law, Customer/Licensee is responsible for providing any required services to support a student, such as the student's IEP and Section 504 plan. For all students for whom Customer/Licensee submits a Global School enrollment request, Customer/Licensee must provide FLVS with an electronic copy of any IEPs and Section 504 plans within 2 weeks of request submission. All IEP and 504 plans shall be submitted to FLVS by email at globalschool@FlexPointEducation.com. Any new IEP's or updated IEPs obtained after enrollment must be submitted within two (2) weeks of receipt.

1.10 Disciplinary History. With regard to any student who desires to enroll in a Global School Course or Global School-Credit Recovery Course, Customer/Licensee will, upon request, disclose the students' disciplinary background to FLVS. Customer/Licensee shall notify FLVS of any student that Customer/Licensee is seeking to enroll who has been expelled or is being considered for expulsion from one of Customer/Licensee's schools. FLVS shall have the sole authority and discretion to accept or deny a student's participation therein. Further, any student enrolled in a Global School Course or Global School-Credit Recovery Course shall have the obligation while so enrolled to self-report any arrest and/or convictions for criminal activity.

2. FLVS HOSTED COURSEWARE PACKAGES (FLVS HOSTED COURSES WITHOUT TEACHER INSTRUCTION). FLVS offers a license to certain Licensed Products in which Customer/Licensee is granted access to a specific bundle of courses hosted by FLVS or its designee, but for which Customer/Licensee is responsible to provide its own teachers. Licensed Products licensed in this fashion are referred to herein as "FLVS Hosted Courseware Packages," and each course within a FLVS Hosted Courseware Package is referred to as a "FLVS Hosted Course." A FLVS Hosted Courseware Package may be limited to a particular set of courses (e.g. middle school courses; electives; or AP courses) or may include the entire catalog of available courses. For FLVS Hosted Courseware

Packages, the following terms shall apply (in addition to the terms of the Agreement to which this Supplement is attached):

2.4 Access. FLVS will provide Customer/Licensee with access for the loading of students and teachers into the applicable LMS that is used to host the FLVS Hosted Courseware Package via the use of student and teacher codes, unless otherwise provided with additional administrative access that may be made available at an additional cost. Customer/Licensee's Authorized Users will be provided a unique identity for access to FLVS hosted systems, for which Customer/Licensee must implement reasonable security measures to protect access to the FLVS hosted system.

2.5 License Model and Term. FLVS Hosted Courseware Packages are available in a variety of licensing models. The Order Documentation will include specific information on the type of license Customer/Licensee is purchasing for the FLVS Hosted Courseware Package, any license use restrictions, as well as the length of the license term.

2.6 Content Modifications. For each FLVS Hosted Courseware Package, the LMS functionality permits Customer/Licensee personnel to add new pages of content to the FLVS Hosted Courses or hide content that Customer/Licensee chooses to skip. However, other than adding new content or hiding content in this manner, modification or editing of a FLVS Hosted Course is prohibited. Customer/Licensee is prohibited from adding course content that is derived from FLVS or its Licensors course content in appearance, wording, style, or framework.

Data associated with any Customer/Licensee content additions may not exceed fifty (50) percent of the original master course size.

2.7 Training. Upon initial license, for each FLVS Hosted Courseware Package, FLVS will provide a product orientation session which includes basic training on the use of the third party LMS platform that is used by FLVS to facilitate the hosting of the applicable FLVS Hosted Courseware Package. Additional teacher training options are available at an additional cost.

2.8 Support. Customer/Licensee's license to a FLVS Hosted Courseware Package includes access to FLVS's Support Plan (as described in the Support and Services Policies) for the duration of Customer/Licensee's license.

2.9 Record Retention. As each state has specific guidelines regarding the retention of student educational records, the Customer/Licensee is responsible for retaining its own student records for permanent retrieval in accordance with their State and District requirements. The FLVS Hosted Courseware Package permanently retains all student data; however, the FLVS Hosted Courseware Package should not be considered the system of record for Customer/Licensee student data. FLVS is not responsible for records deleted by clients that prove to be irretrievable through reasonable efforts.

2.10 OneRoster. Customer/Licensees using OneRoster assumes responsibility for Customer/Licensee's data integration and management of Customer/Licensee student data. FLVS will assist with troubleshooting in collaboration with the applicable LMS but is not liable for data lost as a result of a OneRoster sync error.

3. CLIENT HOSTED COURSES (CUSTOMER/LICENSEE HOSTED COURSES WITHOUT TEACHER INSTRUCTION). FLVS offers a license to certain Licensed Products in which Customer/Licensee is provided the Licensed Product for use within an LMS that Customer/Licensee has licensed separately from a third party. Licensed Products licensed in this fashion are referred to herein as "Non-Hosted Courses" or "Client Hosted Courses." For a Client Hosted Course, FLVS provides no LMS services. For Client Hosted Courses, FLVS's default deployment method includes delivery of LTI links to FLVS-Hosted

lesson content as well as delivery of assessments, assignments, and discussion prompts to a Customer/Licensee's FLVS-approved LMS. If Customer/Licensee wishes to have the Client Hosted Courses deployed via any other method, then additional fees may apply. Except for the lesson content components for which FLVS may provide hosting, managing the Client Hosted Course within Customer/Licensee's LMS is Customer/Licensee's responsibility. In addition, FLVS does not provide teacher instruction with Client Hosted Courses. For Client Hosted Courses, the following terms shall apply (in addition to the terms of the Agreement to which this Supplement is attached):

3.1 Approved LMS Providers. For quality assurance purposes, FLVS requires that Customer/Licensee procure and maintain a licensing relationship with a FLVS-approved LMS provider as well as utilize a specified LMS version where applicable in order to license a Client Hosted Course, unless FLVS has agreed in writing to the use of an unapproved LMS provider in a particular instance. Use of an approved LMS provider and version will allow FLVS to deploy Client Hosted Courses into Customer/Licensee's LMS. The FLVS approved LMS providers are subject to change and can be made available upon request. Ultimately, however, Customer/Licensee (and not FLVS) is responsible for any issues related to the functionality or use of Customer/Licensee's chosen LMS. If FLVS agrees to permit Customer/Licensee to license a Client Hosted Course for use with an unapproved LMS provider, then FLVS will not be responsible for importing the Client Hosted Course into Customer/Licensee's LMS, unless FLVS agrees to do so, nor shall it be responsible for the performance of Licensed Product as it relates to issues caused or created by any unapproved LMS. "Customer/Licensee is strictly prohibited from transferring, conveying, or migrating FLVS courses, course content, and/or assessments to a location other than the original agreed upon location of delivery. If Customer/Licensee desires to change Customer/Licensee's LMS or LMS version, Customer/Licensee shall be responsible for notifying FLVS in writing (120) days prior to the change so as to provide FLVS with sufficient time to determine if Licensed Product can be supported in the new LMS or LMS version and provide Customer/Licensee with a price quotation to move Licensed Product to the new LMS. If FLVS determines additional work is required beyond what is included in the support plan to make Licensed Product operational in the Customer/Licensee systems, this work will be priced and quoted by FLVS at its then applicable rates. In addition, FLVS reserves the right to remove an LMS or LMS version from its approved list at its sole discretion, in which case FLVS will provide notice to Customer/Licensee of such removal. FLVS will provide support of the now unapproved LMS or LMS Version to Customer/Licensee for 90 days following notification.

3.2 Security. Customer/Licensee must implement reasonable security measures to protect courses within Customer/Licensee's LMS environment. Such measures include, but are not limited to, the LMS environment being hosted on a Secure Sockets Layer (SSL) secure server with forced HTTPS (server converts any http:// to https://) in a secure facility, behind an Internet firewall, with role-based password protection (student, teacher, administrator) for access to the Client Hosted Course.

3.3 Content Modifications. Customer/Licensee is permitted to make revisions to the course content included in a Client Hosted Course and also may be allowed to combine other content with a FLVS Hosted or Client Hosted Course (collectively, "Revisions"). Customer/Licensee may develop Revisions itself or may request that FLVS assist Customer/Licensee in developing Revisions, in which case, if FLVS agrees to develop such Revisions, additional fees will apply.

(a) Customer/Licensee is prohibited from making Revisions to any master FLVS Course copy. Customer/Licensee may make Revisions to any copy other than Customer/Licensee master FLVS

Course copy. If Customer/Licensee makes Revisions to Customer/Licensee master FLVS Course copy, Support for the modified course shall be void. Florida Virtual School will have no obligation to Support, alter, or retrofit any such modifications.

(b) If Customer/Licensee creates Revisions, then any such Revisions are Customer/Licensee's sole responsibility. Neither FLVS nor its licensors will have any responsibility or liability for any reason with respect to Customer/Licensee Revisions. Customer/Licensee represents and warrants that any Revisions will not infringe any patent, copyright, trade secret, or other proprietary right of any other party, and that such Customer/Licensee shall, to the extent permitted by law, indemnify and defend FLVS and its licensors, their parents, affiliates and subsidiaries, and their respective officers, directors, employees, contractors, and agents and their successors and assigns from any and all claims, actions, damages, expenses, obligations, losses, liabilities, and liens imposed on, incurred from, or asserted regarding the Revisions. Customer/Licensee shall be prohibited from distributing any course or any Revisions based on or derived from a licensed course to any third parties, and shall use such materials strictly for internal purposes within the authorized sites during the license term. Customer/Licensee will not provide any such Revisions to a third party (other than an Authorized Third Party, solely in connection with such Authorized Third Party's support of Customer/Licensee's use of the Client Hosted Course). If FLVS makes subsequent modifications to any course that are incompatible with Customer/Licensee-created Revisions, FLVS will have no obligation to alter or retrofit any such modifications to make them compatible with such Customer/Licensee-created Revisions.

In an effort to minimize the infrastructure impact of custom course development changes, data associated with any Customer/Licensee content additions or Revisions may not exceed fifty (50) percent of the original master course size or exceed twenty-five (25) percent of files in the course. Failure to adhere to this limit may result in additional fees being assessed. Customer/Licensee is responsible for ensuring that Customer/Licensee staff responsible for making revisions to the FLVS-hosted content has reviewed the FLVS training for such revisions.

In addition to the terms of this section, any course designated as an "eDynamic Learning Course (EDL)," which is defined as a course developed by a FLVS licensor, whereby FLVS is authorized to distribute such courses to its customers, the following additional terms apply; (i) All course content included, or incorporated into any Revisions by Customer/Licensee into any eDynamic Learning Course (EDL) and all rights, rights of authorship, copyrights, trademarks and all other intellectual property rights arising therefrom or otherwise associated therewith shall remain exclusively with eDynamic Learning Inc. (ii) Upon termination of the Customer/Licensee license, Customer/Licensee shall cease using the courses, including any courses containing Revisions, and any Revisions based on or derived from any eDynamic Learning (EDL) Course content.

(c) If Customer/Licensee requests, and FLVS agrees to, assist in creating Revisions to a Client Hosted Course, then other than content specifically provided by Customer/Licensee to FLVS for inclusion in any Revisions, FLVS retains all copyrights and other intellectual property rights in and to all content and materials included in any Revisions, and all ideas, processes, procedures and know-how embodied or used in any Revisions. Accordingly, FLVS shall have the right to use any Revisions it develops at Customer/Licensee's request for any purpose whatsoever, including, but not limited to, providing all or any portion of such Revisions to other Customer/Licensees and/or reusing all or any portion of such Revisions in other products. Notwithstanding the foregoing, FLVS shall not, without Customer/Licensee's written permission, use any Confidential Information provided by Customer/Licensee in any

materials that it licenses to other Customer/Licensees or includes in other products; provided, however, that Customer/Licensee's permission shall not be required in the case of FLVS's reuse of such Customer/Licensee- provided content if such content is freely available for FLVS to use (e.g., public domain content), or if FLVS has obtained the right to use such content independently from a source other than Customer/Licensee. If FLVS develops Revisions for Customer/Licensee as described herein, then after those Revisions have been developed and made available to Customer/Licensee for use within the Client Hosted Course, FLVS shall have no obligation to update or modify such Revisions. If FLVS makes subsequent modifications to any course for its user base generally that are incompatible with Revisions previously developed by FLVS for Customer/Licensee, FLVS will have no obligation to alter or retrofit any such modifications to make them compatible with such Revisions previously created for Customer/Licensee.

(d) For any content that Customer/Licensee includes in any Customer/Licensee-created Revisions, or provides to FLVS for inclusion in any Revisions that Customer/Licensee engages FLVS to create, Customer/Licensee represents and warrants that it has sufficient right, title and interest in and to such content to allow FLVS, its licensors and service providers, to reproduce such content within the Revisions. Customer/Licensee further represents and warrants that the inclusion of such content in the Revisions will not infringe any patent, copyright, trade secret or other proprietary right of any other party. Customer/Licensee shall defend, indemnify, and hold harmless FLVS, its directors, officers, employees and agents from and against any and all damages, losses, expenses, costs (including, without limitation, attorneys' fees), claims, suits, actions, judgments, or other liabilities arising out of or in any way related to any breach or alleged breach of the foregoing warranty, or any claim that any such content infringes any proprietary right of any third party. FLVS may suspend access in any FLVS or Customer/Licensee system to any Revisions and/or remove any such Customer/Licensee-provided content from any Revisions upon FLVS's determination, in its sole discretion, that such content is or may be infringing upon or misappropriating the intellectual property rights of a third party. Customer/Licensee will provide FLVS access to any Authorized Third-Party system in order to execute the terms of this section.

3.4 Course Access and Other Fees. Customer/Licensee may be required to pay a course access fee for each Client Hosted Course being deployed into Customer/Licensee's LMS in addition to the applicable license fees for the Client Hosted Course. The Order Documentation will contain specific information on the type of license the Customer/Licensee is purchasing to include course access fees if applicable. Upon initial license, FLVS will provide a product orientation session at no charge; additional teacher training options are available at an additional cost.

3.5 License Model and Term. Client Hosted Courses are available in a variety of licensing models. The Order Documentation will include specific information on the type of license Customer/Licensee is purchasing for the Client Hosted Courses, any license use restrictions, as well as the length of the license term. For any model whereby pricing is determined based on the population of the Authorized Sites, as described in the Order Documentation, pricing of the license fee is based on the population at the time of the license, or its renewal. The scope of the license is limited to the Authorized Sites that were in place at the time of the license purchase. Therefore, if the population of the Authorized Sites grows or additional sites are annexed, the Customer/Licensee may be required to pay additional license fees. For example, if Customer/Licensee purchased a license for its school district, and the district annexes a neighboring school district, the license will not encompass the schools and population added by the annexation; additional license fees must be paid to expand the license to cover this additional population. Customer/Licensee may be audited by FLVS at any time and may be required to report population or enrollment/seat numbers either quarterly, semi-annually, or annually at FLVS's discretion.

3.6 Support. For Client Hosted Courses, access to a Support Plan (as described in the Support and Services Policies) may be included with the license fees or may be available at an additional cost as stated in the Order Documentation.

3.7 FLVS Maintenance for Inactive Courses. If Customer/Licensee has an active license for a Client Hosted course but is no longer utilizing the course or has not had enrollments in the course for a period of (twelve) 12 months, Customer/Licensee shall immediately notify FLVS. Customer/Licensee agrees to FLVS's shut down of said course.

ARTICLE C: SUPPORT AND SERVICE POLICIES

These Support and Services Policies (“Policies”) supplement the terms of the Licensed Product Agreement between Florida Virtual School and Customer/Licensee to which they are attached. Capitalized terms not defined in these Policies shall have the same meanings ascribed to them elsewhere in the Agreement.

1. DEFINITIONS. For purposes of these Policies, the following additional definitions shall apply:

1.1 “Error” shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet FLVS’s minimum requirements, which are subject to change from time to time as Updates are released. User mistakes are not Errors as defined herein. Errors may be due to problems with the Licensed Product, the Documentation, or both.

1.2 “Update” shall mean a modification to a Licensed Product that FLVS, at its discretion, deems ready for distribution and makes generally available to Customer/Licensees who are currently maintaining a subscription to a Support Plan described below. Updates may include product fixes to any software hosted by FLVS to remedy Errors in the software, and updates to course content to fix Errors or to provide additional or enhanced material. Updates do not include New Courses or New Versions of an existing course.

2. SUPPORT PLAN. For FLVS Hosted Courseware Packages, as described in Section 2 of the Supplement, access to FLVS’s Support Plan is included in the price of the Licensed Product. For Client Hosted Courses, as described in Section 3 of the Supplement, FLVS offers two kinds of product models with regard to support: those models for which support is included with the annual licensing fee and those models that require a support plan at an additional cost. The Order Documentation will include specific information on the license model and whether support is included with the license fee or is available at an additional cost. The Support Plan may be renewed annually at FLVS’s then-current rates for as long as FLVS continues to offer the plan. Plan prices and terms may vary depending on the Customer/Licensee’s chosen deployment method. Support Plan includes call center support and Updates, as described below. The plan is also subject to the exclusions and Customer/Licensee responsibilities described below.

2.1 Call Center Support. Call center support services are limited to Monday through Friday, during FLVS’s normal business hours, exclusive of FLVS holidays. Call center support services include a variety of methods of contact, including telephone, and online help ticket submission. Call center support services for Licensed Product are limited to program administrative and technical staff. Call center support is not available to Customer/Licensee’s teachers, students, or student parents or guardians except for Global School Courses. Call center support is limited to support for technical issues that Customer/Licensee experiences in use of a Licensed Product. Call center support is not a substitute for training, nor is it intended to provide curriculum or other instructional support (e.g., suggestions for how best to teach a topic in a virtual environment). Customer/Licensee personnel with such questions should contact FLVS regarding potential professional development options.

2.2 Updates. For as long as Customer/Licensee maintains an active subscription to a Support Plan, whether it is included as part of the Customer/Licensee annual license fees, or is licensed at an additional cost, Customer/Licensee will be entitled to receive notifications of all Updates to the Licensed Products licensed by Customer/Licensee. If required by Customer/Licensee’s chosen method of course deployment and as specified in the Order Documentation, Customer/Licensee will provide FLVS continuous access to Customer/Licensee Master Course Copies to apply updates. Loss or removal of access will result in

discontinuation of support and course updates. If Customer/Licensee reinstates access, courses may require redeployment for Customer/Licensee to receive missed updates. Customer/Licensee will be required to pay course access fees for the redeployed courses. Updates will not be made to Customer/Licensee teacher copies or any other copy other than Customer/Licensee master FLVS Course copy. Updates do not include New Courses or New Versions of an existing course (as described in the next sentence). If FLVS or its licensors have built a new version of an existing course, or have significantly redesigned an existing course by adding significant new features and content, FLVS reserves the right at its discretion to designate such course as a “New Course” or “New Course Version” rather than an “Update,” in which case, depending on the Customer/Licensee’s designated support plan, additional license fees may apply if Customer/Licensee desires to license such New Course or New Course Version. FLVS will only provide a support plan to Customer/Licensees using the most current course version and one version prior. Customer/Licensees using one course version prior to the most current course version and who have a current support plan will only receive support for a period of 12 months from the most current course version release date, unless FLVS at its discretion deems there are circumstances beyond its control or unless FLVS deems that the prior course version no longer meets industry education standards (i.e. Advanced Placement) or is no longer in the best interest of Customer/Licensee students, which would require FLVS to discontinue support for a course before the 12 month period. In this circumstance, FLVS will notify Customer/Licensee of the support end date and provide Customer/Licensee options.

2.3 Course Retirement. During its normal course of business or as New Courses or New Course Versions are released, and at its sole discretion, FLVS may find it necessary to retire course versions or entire courses titles and may cease to make the courses, updates, and support for these courses available to Customer/Licensee. Upon retiring of a course, and if Customer/Licensee has a current support plan, FLVS may provide Customer/Licensee with support for the retired course for a maximum of 12 months from the retire date, unless FLVS at its discretion deems there are circumstances beyond its control or unless FLVS deems that the retired course no longer meets industry education standards (i.e. Advanced Placement) or is no longer in the best interest of Customer/Licensee students, which would require FLVS to discontinue support for a course before the 12 month period. In this circumstance, FLVS will notify Customer/Licensee of the support end date and provide Customer/Licensee options.

2.4 Exclusions. FLVS shall not be required to provide any support in connection with (i) any Revisions made to any Licensed Product by Customer/Licensee pursuant to Section 3.3 of the Supplement; (ii) any failure of any Revisions created by Customer/Licensee, or by FLVS or its designee for Customer/Licensee, pursuant to Section 3.3 of the Supplement to be compatible with future releases of the applicable Licensed Product; or (iii) any problems or issues that Customer/Licensee encounters with any LMS or other system not licensed to Customer/Licensee by FLVS as part of the applicable Licensed Product.

2.5 Customer/Licensee Responsibilities. In order to receive support services under a Support Plan, Customer/Licensee shall:

(a) supply FLVS with sufficient information and data to reproduce any Error or problem that is the subject of a support request; and

(b) procure, install, operate and maintain computer systems and operating systems that are compatible with and meet the minimum requirements for the version of Licensed Product to be supported; and

(c) maintain an operating environment free of any programming that might interfere with the functioning of Licensed Product as supplied by FLVS; and

(d) notify FLVS in writing (120) days prior to migrating to a new LMS or LMS version so as to provide FLVS with sufficient time to determine if Licensed Product can be supported in the new LMS or LMS version. If FLVS determines additional work is required beyond what is included in the support plan to make Licensed Product operational in the Customer/Licensee systems, this work will be priced and quoted by FLVS at its then applicable rates.

3. RENEWALS OF THE SUPPORT PLAN. For Client Hosted Courses, access to a Support Plan may be available at an additional charge depending on the license model and must be renewed annually for continued access to the plan. With respect to such renewals, the following terms shall apply:

3.1 Terms and Conditions. If FLVS offers to renew the Support Plan for subsequent periods, then the components of the plan will continue to be as described in these Policies, unless FLVS provides new terms and conditions to Customer/Licensee at the time of renewal, in which case such new terms and conditions shall apply.

3.2 Rates. All renewals of the Support Plan shall be at FLVS's then-current rates.

4. PROVISION OF PROFESSIONAL SERVICES.

4.1 Professional Services. In addition to those services that comprise a Support Plan, FLVS will provide such other training, consulting or other professional services that are specified in the Order Documentation, or subsequently requested by Customer/Licensee and agreed to be performed by FLVS, provided that FLVS may, at its option, arrange for any such services to be performed by another entity on behalf of FLVS. Customer/Licensee agrees to pay for such services at the rates and charges specified in the Order Documentation. FLVS reserves the right to require a purchase order or equivalent documentation from Customer/Licensee prior to performing any services, or to require prepayment of certain services. Unless otherwise specified, all rates quoted are for services to be performed during FLVS's normal business hours; additional charges may apply for evenings, weekends or holidays. The rates and charges specified in the Order Documentation shall apply to those services originally ordered; however, FLVS reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. FLVS reserves the right to limit the number of participants in any service engagement, whether delivered on-site or remotely, as FLVS deems appropriate in order to deliver the service effectively. All services ordered must be scheduled and delivered within twelve (12) months of purchase; any portion of amounts prepaid for such services that have not actually been rendered within this twelve (12) month period shall be forfeited.

4.2 On-Site Services. For any professional services to be delivered at Customer/Licensee's location (or in person at such other Customer/Licensee-selected location as the parties may agree), Customer/Licensee agrees to the following:

(a) Customer/Licensee agrees to provide, at Customer/Licensee's expense, utilities, workspace and other on-site

accommodations reasonably necessary to enable FLVS to perform such services, and shall provide unencumbered access to all servers, workstations and other equipment with respect to which any work is to be performed.

(b) If specified in writing by FLVS in the Order Documentation, Customer/Licensee shall, in addition to the fees charged for performance of services hereunder, pay FLVS for travel expenses, lodging, meals and other related expenses incurred in the performance of such services. All such additional charges will be due and payable concurrently with payment for services.

4.3 Remotely Delivered Services. FLVS may deliver certain services remotely (e.g., via webinar), in which case Customer/Licensee is responsible for providing its participants with appropriate access to the necessary technology to participate.

4.4 Service Packages. FLVS offers a variety of service packages in connection with the Licensed Products. Specific descriptions for the available services packages are available upon request. Additional terms and/or restrictions may apply to certain packages. For example, with certain training packages, Customer/Licensee may be required to schedule consecutive training days; for other packages, Customer/Licensee may be allowed to schedule training days consecutively or separately, subject to a cap on the total number of trips by FLVS to deliver the total number of days of training.

4.5 Cancellation. Once scheduled, any on-site service days may be cancelled only with the written consent of FLVS, and only upon payment of reasonable cancellation charges that take into account expenses already incurred and commitments made by FLVS.

5. CONFIDENTIALITY. To the extent that, in performing any support or services pursuant to these Policies, FLVS has access to any Customer/Licensee confidential information, FLVS agrees to use commercially reasonable efforts to maintain the confidentiality of such Customer/Licensee confidential information, and to use such information solely for purposes of performing services hereunder. FLVS shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Customer/Licensee confidential information" shall mean any of Customer/Licensee's student or personnel data or records, and any other Customer/Licensee information or data labeled or identified as confidential at the time of disclosure; provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of FLVS, its employees, agents or subcontractors; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by FLVS, its employees, agents or subcontractors at any time; or (d) is disclosed without restriction by Customer/Licensee to any third party at any time; (e) or is required to be disclosed by law.

6. Public Records. FLVS is a public agency subject to Chapter 119, Florida Statutes. The Customer/Licensee shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the FLVS Board of Trustees in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the FLVS Board of Trustees would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer at no cost to the FLVS Board of Trustees, all public records in possession of the Customer/Licensee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the FLVS Board of Trustees in a format that is compatible with the information technology

systems of the FLVS Board of Trustees. The parties agree that if the Customer/Licensee fails to comply with a public records request, then FLVS must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

IF THE CUSTOMER/LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CUSTOMER/LICENSEE'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CustodianofRecords@flvs.net OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

ARTICLE D: MARKETING TERMS AND CONDITIONS

1. MANAGEMENT RESPONSIBILITY. FLVS will provide to Customer/Licensee certain tools, methods and resources that are intended to help Customer/Licensee grow and build its business. However, Customer/Licensee is fully and exclusively responsible for its own business performance and Customer/Licensee satisfaction. In addition, Customer/Licensee has full and exclusive responsibility for understanding and ensuring compliance with any regulatory, legal or contractual obligations related to Customer/Licensee's business, including without limitation, data held by Customer/Licensee and its clients, information provided by Customer/Licensee to its clients and/or other third parties and any safeguarding and security measures that may be required. Customer/Licensee is solely responsible for the final outcomes, actions taken, and results produced by use of the products delivered by FLVS.

2. INTELLECTUAL PROPERTY. All content produced by FLVS within the scope of Services rendered, including software and web code, contents, graphics and design, or material developed or licensed by FLVS for Customer/Licensee as part of the Services is copyrighted by FLVS and remains the exclusive property of FLVS. Upon termination of this Agreement, all copyrights and other intellectual property rights shall remain with FLVS. This use will be restricted to the Customer/Licensee use only, and Customer/Licensee does not have any rights to resell, license or otherwise allow third party use of the content.

All Content included on the FLVS Website is the property of FLVS, our affiliates, or other relevant third parties. By continuing to use the Website, Users acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on the site shall be construed as granting, expressly or by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

Customer/Licensees are expressly forbidden to download, store, reproduce, transmit, display (including without limitation via an intranet or extranet site), copy, sell, publish, distribute or provide access to Content for any purposes other than as set out herein or to sub-license, rent, lease, transfer or assign any rights in Content, to any other person or to commercially exploit Content or to use Content for any unlawful purpose.

The Customer/Licensee shall include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all marketing pieces and include the following trademark statement: "Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public school district of the State of Florida." The Customer/Licensee should also link to the FLVS website (www.flvs.net) in digital marketing and promotional activities.

Any specific use of FLVS trademarks or trade names in any advertising copy, Web copy, marketing materials, literature, and promotional material or on Customer/Licensee letterhead shall be submitted in advance to the Customer/Licensee's FLVS Account Manager for written approval.

ARTICLE E: DEMO ACCESS – MUTUAL NONDISCLOSURE AGREEMENT

Florida Virtual School (“FLVS”) and the Company agree as follows:

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential.
2. **"Confidential Information"** means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. For the avoidance of doubt, the term 'Confidential Information' specifically includes, but is not limited to, any and all demo products and/or courses to which Customer/Licensee is granted access at any time during the term of this Agreement, including all components, course content, software, and other materials.
3. **Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Nothing in this section shall be construed as permitting access for purposes of demonstration or evaluation to student or parents.
4. **Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
8. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
9. **Term.** The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.
10. **Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
11. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. In any action arising out of or related to this Agreement, the parties hereto consent to the exclusive jurisdiction and venue in the courts located in the Orange County of Florida. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

Coversheet

Approval of GoSignMeUp Canvas Integration Proposal

Section: VI. Action Items
Item: I. Approval of GoSignMeUp Canvas Integration Proposal
Purpose:
Submitted by:
Related Material: GoSignMeUp Canvas Integration Proposal.pdf

PURPOSE

Propose a solution for Reach to offer events of all types to customers via Canvas as well as a third-party website. GoSignMeUp partnered with Canvas to do just that and offers a lot of flexibility.



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RATIONALE

Reach is looking for a solution that offers scheduled events to its students and their parents. These events will not only need to be easily scheduled, but also easily accessible, offer flexible payment solutions, and be customizable. If a single solution can be found that offers all these features as well as integrates with Canvas, that would be optimal.

ABSTRACT

To offer Reach a solution that offers scheduled events to its students and their parents. This solution will not only schedule events, but also be easily accessible, offer flexible payment solutions, be customizable, as well as Canvas integration.

CONSTRAINTS

- No other solution could be found that offers all these features from one vendor.
- Solution integrates with Canvas for easy student access & event registration.
- Offers pricing flexibility to accommodate those that receive reduced or free lunch.

STRATEGIES

- 01 Integrate GoSignMeUp with Canvas.
- 02 Configure Active Directory SSO for students and staff.
- 03 Configure event online payment processing with Swift and other desired payment options.
- 04 Train event planners on how to use the system both via the vendor's website and our Canvas instance.

SUBSCRIPTION PACKAGE DETAILS & OPTIONS

Standard Subscription:

- Event Management and Registration - Secure Hosted Solution
- Phone Support 8:30 am - 5:30 pm (Critical Issues 24/7)
- All Maintenance Releases
- Administrator User License
- Up to 8 Hours of Training/Implementation
- Unlimited Number of Events
- Unlimited Number of Registrations

Additional Features:

- Hosting, Backups and Security Management
- Full Reporting Capabilities
- Automated Confirmations
- Online Evaluations and Surveys
- Mobile Responsive Design
- Custom Page Theme Management
- System Page Themes
- Registrant Database Module
- Attendance Management
- Online Help System
- Invitations
- Custom Web Pages
- Certificate Management
- Remote Authentication Integration

Plus Subscription (Includes 1 System Administrator):

- Everything in the Standard Subscription plus...
- Learning Plan Module
- Instructor Interface (unlimited instructors)
- Student Testing Module
- Registrant/Instructor Document Upload (5GB Storage Included)
- Digital Signature Module

Optional Modules & Functionality:

- Canvas Integration
- Payment Processing Integration (requires existing supported gateway)
- Additional Administrator
- Basic User License (Training & Support provided by Reach Admin)
- Registrant/Administrator Document Upload
- Expert Consulting, Product Customization, Additional Online Training

BUDGET	
Standard Subscription	\$ 5,400
Plus Subscription	\$ 6,600
Optional Feature Subscriptions	
• Canvas Integration	\$ 1,200
• Additional Admin User License	\$ 720
• Basic User License	\$ 360
• Payment Processing Integration	\$ 600
• Registrant/Administrator Document Upload	\$ 600
• Merchant Account Divisions	\$ 3,000
• Online/Video Course Deliver & Merchant Module	\$ 2,388
• Registrant Test Message Notifications	\$ 600
Standard Subscription Total (with all optional subscriptions)	14,868
Plus Subscription Total (with all optional subscriptions)	\$ 16,068
• Implementation fee	\$ *900
Total Standard with first year implementation	\$
Total (Plus subscription first year with Implementation)	\$ 16,968
Expert Consulting	\$ 200 / HOUR

SOURCES

- Budget provided to us directly from Greg Smith at GoSignMeUp / Lumaverse Technologies.
 - Valid until March 14, 2023. Reference #: 20221214-151014336.

Coversheet

Approval of Invoice for WeatherSTEM Pollinator Camera

Section: VI. Action Items
Item: J. Approval of Invoice for WeatherSTEM Pollinator Camera
Purpose:
Submitted by:
Related Material: WeatherSTEM_PollinatorCamera.pdf



WeatherSTEM, Inc
 3019 Shannon Lakes Dr
 Tallahassee, FL 32309 US
 850-297-1800
 accounting@weatherstem.com
 www.weatherstem.com

Quote

ADDRESS

Scott Stuccio
 Reach Cyber Charter School
 750 East Park Drive, Ste. 204
 Harrisburg, PA 17111 USA

SHIP TO

Scott Stuccio
 Reach Cyber Charter
 School
 750 East Park Drive, Ste.
 204
 Harrisburg, PA 17111 USA

QUOTE # 1748

DATE 04/26/2023
EXPIRATION DATE 06/25/2023

SALES REP

Luke Hunnewell

ACTIVITY	DATE	QUANTITY	RATE	AMOUNT
Additional Camera Includes hardware and labor		1	2,170.00	2,170.00
Annual Subscription Annual fee will be increased by \$250 beginning with next bill		0	250.00	0.00T

Thank you for choosing WeatherSTEM!

SUBTOTAL 2,170.00
TAX 0.00
TOTAL **\$2,170.00**

Accepted By

Accepted Date

Coversheet

Approval of Amendment to Lease Agreement

Section: VI. Action Items
Item: K. Approval of Amendment to Lease Agreement
Purpose:
Submitted by:
Related Material: Reach 6th Amendment for signature 5.4.23.pdf

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE (the “Amendment”) is made this 17th day of May, 2023, by and between BOYD & MAHONEY, a limited partnership (the “Landlord”) and REACH CYBER CHARTER SCHOOL, a Pennsylvania nonprofit corporation (“Tenant”).

Recitals

WHEREAS, Landlord and Connections Education, LLC, as Tenant entered into that lease dated July 13, 2016, as amended by that certain Amendment No. 1 to Agreement of Lease dated August 2, 2017, that certain Amendment No. 2 to Agreement of Lease dated May 15, 2019, and that certain Amendment No. 3 to Agreement of Lease dated as of May 15, 2019, that certain Fourth Amendment to Lease dated July 15, 2019, and that certain Fifth Amendment to Lease dated June 30, 2022 (collectively, the “Lease”), which such Lease was subsequently assigned to Tenant, for certain premises within the building located at 750 East Park Drive, Lower Paxton Township, Dauphin County, Pennsylvania (the “Building”);

WHEREAS, Tenant currently leases approximately 25,523 square feet in the Building (the “Existing Premises”);

WHEREAS, Tenant desires to expand the leased premises to add approximately 2,916 square feet on the first floor of the Building, as more particularly shown on Exhibit A attached hereto and made a part hereof (“Expansion Premises”);

NOW, THEREFORE, for good and valuable consideration and the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Incorporation of Recitals and Defined Terms. The recitals set forth above are incorporated herein and made a part hereof. All capitalized terms not defined herein shall have the meanings given such terms in the Lease.

2. Expansion Premises. Effective as of May 17, 2023 (“Expansion Commencement Date”), the Premises under the Lease shall include the Existing Premises and the Expansion Premises. Effective as of the Expansion Commencement Date, any and all references to the Premises shall refer to the Existing Premises, as modified by the Expansion Premises. Exhibit A-6 to the Lease is hereby amended and replaced with the depiction of the Premises highlighted in green and attached hereto as Exhibit A-6.

3. Minimum Annual Gross Rent. Commencing on the Expansion Commencement Date, the Minimum Annual Gross Rent for the Premises, as expanded, shall be as set forth on Exhibit B-6 attached hereto which replaces Exhibit E of the Lease in its entirety. Section 5(b) of the Lease is hereby amended such that the base year for determination of Base Operating Expense for the Expansion Premises will be calendar year 2022.

4. Adjustment to Base Year for Expansion Premises; Tenant's Proportionate Share. Section 5(b) of the Lease is hereby amended such that the base year for determination of Base Operating Expense, and Tenant's corresponding proportionate share of the increase in costs above the Operating Charges for the base year, for the Expansion Premises will be calendar year 2022. For avoidance of doubt, the base year remains unchanged except with respect to the Expansion Premises. Effective on the Expansion Commencement Date, Tenant's proportionate share of the Base Operating Expenses will be 71.4%.

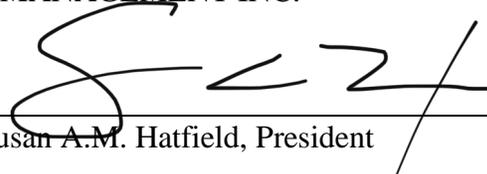
5. Limited Amendment. Except as expressly provided in this Amendment, the Lease shall otherwise remain unchanged and in full force and effect.

6. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties, intending to be legally bound, hereto have executed or caused to be executed this Amendment to, as of the day and year first above written.

WITNESS/ATTEST:

LANDLORD:
BOYD & MAHONEY, by its general partner
4153 MANAGEMENT INC.

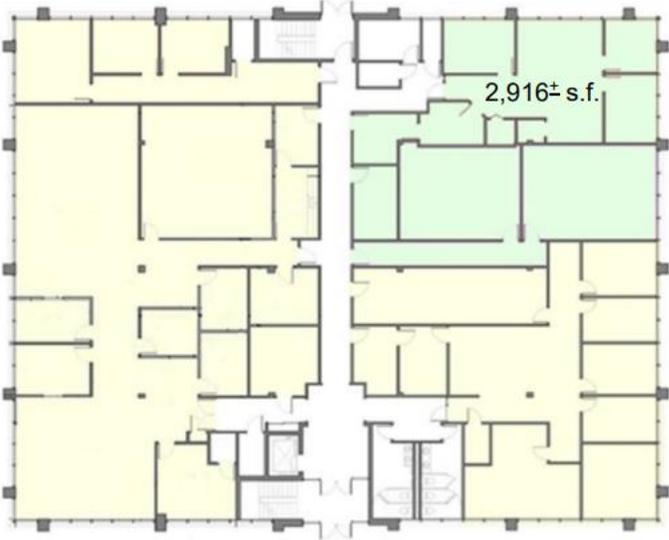
By: 
Susan A.M. Hatfield, President

TENANT:
REACH CYBER CHARTER SCHOOL

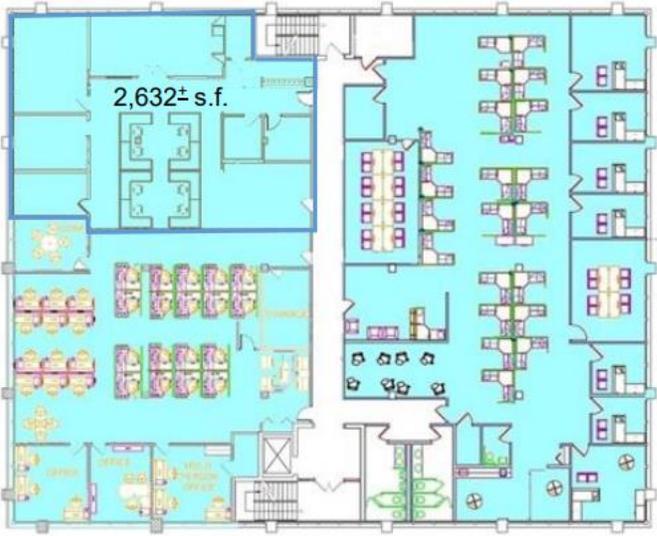
By: _____
Name: _____
Title: _____

**EXHIBIT A-6
PREMISES**

1st Floor Expanded Premises 2023
2,916± s.f.



2nd Floor Expanded Premises 2022
2,632± s.f.



Together with 3rd Floor Premises
28,439± s.f

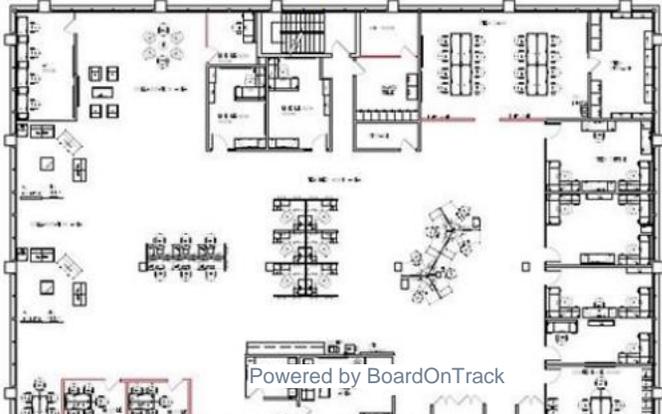


EXHIBIT B-6

RENT

**EXHIBIT B-6
Gross Rental Schedule**

**BOYD & MAHONEY, by its general partner
4153 MANAGEMENT INC., GP**

and

REACH CYBER CHARTER SCHOOL

for

**EAST PARK OFFICE CENTER
2,916 1ST FLOOR,
plus all of the 2ND & 3RD FLOORS
750 EAST PARK DRIVE
HARRISBURG, PENNSYLVANIA**

Lease Year	GROSS RENT	
	Annually	Monthly
05/17/2023 - 05/31/2023	15 days	\$ 18,991.80
06/01/2023 - 08/31/2023	\$462,133.75	\$ 38,511.15
09/01/2023 - 08/31/2024	\$475,997.76	\$ 39,666.48
09/01/2024 - 08/31/2025	\$490,277.70	\$ 40,856.47

Term: Three (3) Years

Square Feet: 28,439
Rate: \$16.25
Escalation: 3.0% per annum

Extension Options: Two (2) consecutive three (3) year renewal options at Fair Market Rent

Coversheet

Approval of Employee Handbook Updates

Section: VI. Action Items
Item: L. Approval of Employee Handbook Updates
Purpose:
Submitted by:
Related Material: Employee_Handbook-Board_Update-05102023.pdf
Staff Handbook 23-24 -Final05102023.pdf



Employee Handbook Updates / Changes

Reach Cyber Charter School's Human Resources department in collaboration with the senior leadership conducted a comprehensive review of the current 2022-2023 Employee Handbook. A copy of the updated 2023-2024 Employee Handbook is provided for Board approval. The following provides a summary of the major changes and updates. With Board approval, the School will publish the Employee Handbook for employee review and acknowledgment effective July 1, 2023.

- Clarified when payouts of reward system and salary increases occur for staff on a leave of absence.
- Revised the timeline for Tier I and Tier II incentive payouts.
- Updated office closure guidance for the Harrisburg school office.
- Expanded bereavement leave guidelines to include a person who stood in loco parentis; established a time limit for bereavement leave usage.
- Updated FMLA guidelines to include how holidays and school breaks impact FMLA entitlement.
- Clarified maternity leave, short term disability, and Family and Medical Leave Act (FMLA) leave entitlements to illustrate the interplay between these programs.
- Added miscarriage and stillbirth to qualifying reasons for Serious Illness Leave.
- Updated Parental Leave guidelines to limit entitlement to no more than three (3) events per calendar year.
- Clarified and expanded arrest and criminal conviction reporting to comply with PA School Code.
- Removed mid-year performance reviews; staff receive annual reviews only.
- Added a section on Copyright and Fair Use Doctrine.
- Clarified guidance on animals in the workplace and included a process for requesting an accommodation.



EMPLOYEE HANDBOOK

2023-2024



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VISION

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

MISSION

The mission of the Reach Cyber Charter School is to help each student maximize their potential and meet the highest performance standards through a uniquely individualized learning program, through flexible pacing and 21st Century Learning including STEM opportunities.

STATEMENT FROM OUR CEO

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

Jane Swan
Chief Executive Officer

INTRODUCTION

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

This handbook does not create any expressed or implied contract concerning your employment nor does it guarantee your employment for any term. It is intended to assist school employees in acquainting themselves with the school, and to serve as a reference manual for information about employment.

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

If you cannot find the answer to the question you have, or if you have specific questions about the interpretation or application of a particular provision, please consult Human Resources.

The most current version of this handbook is available on the Reach Website.

AT WILL EMPLOYMENT

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

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

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

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

JOB RESPONSIBILITIES

Each employee is required to perform the job duties applicable to their position in a satisfactory manner. At any time, an employee may be asked to perform duties outside of their job description consistent with the culture of collaboration and teamwork within our organization. Employees are expected to perform additional duties in the same manner they would the duties listed in their job description.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATION

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

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

COMMITMENT TO DIVERSITY

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

HARASSMENT AND COMPLAINT PROCEDURE

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

It is Reach's policy to provide a work environment free of sexual and other harassment. To that end, harassment of Reach's employees by management, supervisors, coworkers, or non-employees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Reach will take all steps necessary to prevent and eliminate unlawful harassment.

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

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

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

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

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

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

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

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

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

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

All complaints will be investigated promptly and, to the extent possible, with regard to confidentiality. If the investigation confirms conduct contrary to this policy has occurred, Reach will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

WHISTLEBLOWER AND NON-RETALIATION

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

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact the Director of Human Resources. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

The confidentiality of the whistleblower will be maintained to the extent that is reasonable. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Reach prohibits retaliation against a whistleblower. No employee will be retaliated against for reporting, in good faith, potential violations of any policy, or for filing, testifying, assisting with, or participating in any investigation, proceeding, or hearing conducted by the school or by a federal or state enforcement agency. Prohibited retaliation includes, but is not limited to demotion, suspension, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying an employment benefit.

Any individual who retaliates or attempts to retaliate will be subject to appropriate disciplinary action, up to and including termination of employment. If you feel that you have been retaliated against you should report this in writing to the Director of Human Resources.

It should be noted that frivolous complaints that have no merit upon investigation or which are made in bad faith or in clear and direct response to disciplinary actions against an employee with documented performance issues or policy violations will not protect the employee against further disciplinary action up to and including termination. However, such actions must clearly be related to the employee's own documented performance issues or policy violations.

ETHICAL STANDARDS

CONFLICTS OF INTEREST

Employees are prohibited from engaging in any activities that conflict with the school's interests or have the appearance of doing so. A conflict of interest, or the appearance thereof, may occur when an interest in, association with, and/or employment by another school or educational management organization,

suppliers of goods or services, etc., is such that the ability to act in the best interests of the school may be called into question.

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

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

- Directly or indirectly borrowing from, lending to, investing in or engaging in any substantial financial transaction with an existing or potential customer/student, supplier, etc.
- Performing outside work for another entity
- Transmitting confidential information to another individual or group who does not have authorization to receive it.
- Using school facilities, equipment, labor, or supplies to conduct outside activities.
- Having an intimate relationship with a parent/guardian of a student, employee under direct supervision, except when such individual is a member of your family or when you have no work responsibilities associated with the individual and the relationship is not prohibited by law or regulation, such as a relationship with an under-age student.
- Disclosing Reach-confidential information on the part of an employee or their family member.
Family member is defined as:
 - Domestic partner
 - Any family member/relative by blood, adoption, or marriage
 - Any family member/relative of a domestic partner by blood, adoption, or marriage

GIFTS

Staff are to avoid any conduct that gives rise to a conflict of interest or the appearance of a conflict of interest. Employees may not give, solicit, or accept gifts to or from any other person or entity that has or seeks a business relationship with the school unless approved by the school leadership. Employees are also prohibited from giving gifts to learners/families, vendors, and government officials.

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

SUPPLEMENTAL EMPLOYMENT

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

CONFIDENTIAL INFORMATION

In the course of employment, employees may be exposed to certain confidential information regarding our students and families which is not to be provided to any other person or organization not authorized to receive the information, except as permitted or required by law. Improper disclosure of such confidential and proprietary information is prohibited and may lead to disciplinary action, up to and including termination. This applies to disclosures made both during and after employment with Reach. If appropriate, the school will pursue legal action if an improper disclosure is discovered after termination of

employment. The school will adhere to the provisions of state and federal law pertaining to those privacy rights, including but not limited to, the Family Educational Rights and Privacy Act of 1974 (FERPA).

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

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

PROFESSIONAL ETHICAL STANDARDS

Employees must maintain a high standard of personal and professional conduct and behavior in all interactions and communication. Employees are to always display the highest integrity. Employees are also required to use sound professional judgment when communicating with students and parents and when handling any situations requiring sensitivity.

FAMILIAL AND PERSONAL RELATIONSHIPS BETWEEN EMPLOYEES

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

A non-work-related relationship is defined as a family relationship including a spouse, former spouse, parent, child, brother, sister, aunt, uncle, niece, nephew, cousin, in-law (brother, sister, father, mother, son, daughter), domestic partner, shared custodial responsibilities, or a romantic relationship, an external business relationship, or any other relationship that could create the potential for a conflict of interest in the workplace.

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

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

STANDARDS OF CONDUCT

To provide employees with comfortable and safe working conditions, Reach requires that all staff must follow appropriate standards of professional behavior. Although there is no way to identify every example of prohibited conduct, the following is a partial list of infractions that may result in disciplinary action, up to and including termination of employment.

- Perpetrating fraud against the school, affiliated entities, or persons
- Theft, misappropriation, unauthorized possession, use of or removal of school property
- Carrying weapons or explosives, or violating any criminal law while on school property or on school business

- Fighting or otherwise threatening, intimidating, coercing, or interfering with supervisors, co-workers, or guests
- Using profane, obscene, or abusive language while on school property, while conducting school business, or during live lesson
- Sleeping during working hours
- Gambling or other immoral or disorderly conduct while on school property or on school business
- A pattern of chronic or excessive absenteeism, tardiness, leaving work early, or any other violation of the attendance policy
- Failure to properly notify about an absence.
- Failure to satisfactorily perform job duties, including insubordination or refusal to comply with instructions.
- Hiring a third party to perform an employee's job duties.
- Intentional abuse, negligence, or destruction of school property
- Violation of any safety rule, policy, practice, or procedure
- Causing injury to a person or damaging property, machinery, equipment, supplies, or negatively impacting the reputation of the school
- False, fraudulent, misleading, or harmful statements or omissions concerning another employee or students, parents, colleagues, teachers, and vendors or any statement that is harmful or disloyal to the school.
- Dishonesty or providing false information to your supervisor or to other employees.
- Misuse of private, and/or confidential information and data created through the school's operations concerning employees, students, or their families.
- Conduct that, in the sole opinion of school administration, reflects adversely on the employee, other staff, or the school.
- Other acts that, in the opinion of school management and/or Human Resources, warrant disciplinary action.
- Use of obscenity, profanity, sexual innuendo, coarse language, or language that could be perceived as offensive in the workplace.
- Snide remarks, inappropriate jokes, direct comments and even avoidance of particular individuals

REPORTING UNETHICAL BEHAVIOR

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

Types of incidents that should be reported are:

- | | |
|--|--------------------------------------|
| • Compliance with regulations | • Misuse of resources or funds |
| • Conflicts of interest | • Intellectual property infringement |
| • Accounting and auditing practices | • Falsification of information |
| • Gifts and bribes | • Threats and physical violence |
| • Disclosure of confidential information | • Discrimination |
| • Privacy of student records | • Harassment |
| • Theft | • Retaliation |
| • Copyright laws and software piracy | |

The identity of an individual reporting unethical behavior will not be revealed without their consent. Any employee who, in good faith, raises a concern or reports misconduct will not be subject to discipline or retaliation just for reporting a concern. If the investigation of the concern reveals that the initial report was

done in a malicious or intentionally improper manner, then they will be deemed to waive their right to anonymity and be subject to disciplinary action.

HIRING PROCESS AND PRE-EMPLOYMENT POLICIES

HIRING PROCESS

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

REQUIRED EMPLOYMENT CLEARANCES

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

- Under Act 168 of 2014, Reach is required to conduct an employment history review prior to the employee's start date. Therefore, as a condition of becoming an employee, eligible candidates must complete and provide all appropriate Act 168 forms as soon as possible, but no later than upon acceptance of a job offer.
- Act 153 of 2014 requires all employees of Reach to have the following clearances officially updated every five (5) years and new employees have the following clearances that are no older than one.
 - (1) year from date of employment:
 - Pennsylvania State Police Criminal Records Check (Act 34)
 - Department of Public Welfare History Clearance (Act 151)
 - Federal Criminal History Record Information (Act 114)
- Reach has the right to conduct employee reference checks and verify educational credentials for all staff as well as a right to conduct a credit check for individuals assuming a significant degree of fiscal responsibility.

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

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

REQUIRED DOCUMENTATION

Any required documentation or forms, either paper or electronic, must be completed and returned to Human Resources within three (3) days of the first date of employment. Required documentation may vary depending on the position for which the employee was hired.

PROOF OF US CITIZENSHIP AND/OR RIGHT TO WORK

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

PENNSYLVANIA RESIDENCY REQUIREMENT

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

INTERNAL APPLICATIONS, PROMOTIONS, AND TRANSFERS

INTERNAL APPLICATIONS

Reach is committed to posting job opportunities as they become available. Internal and external recruitment may occur simultaneously or separately.

As with external hiring, equal consideration for internal transfer or promotion is given to all who apply in accordance with Reach's Equal Opportunity Policy. Additional consideration may be granted to internal applicants depending on their duration of service with the organization.

Employees are strongly encouraged to inform their supervisor of their intent to apply for internally posted positions and to keep their supervisor informed of their status throughout the hiring process.

Hiring Managers that desire to interview interested internal candidates are required to coordinate with the candidate's manager to ensure transparency in the process and discuss any possible considerations. Subsequently, the Hiring Manager shall provide advance notice to the candidate's manager prior to any job offer made to the candidate.

ELIGIBILITY

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

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

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

COMPENSATION

EMPLOYMENT CLASSIFICATION

- **Regular Full-Time:** A regular full-time employee is an employee who is regularly scheduled to work at least thirty (30) hours per week. Regular full-time employees are eligible for PTO, the school's retirement plan, and other benefits.
- **Regular Part-Time:** A regular part-time employee is an employee who is regularly scheduled to work fewer than thirty (30) hours per week. Part-time employees are eligible for PTO, the school's retirement plan. They are not eligible for other benefits.
- **Temporary (or Term of Project):** A temporary employee is on the payroll but is expected to be employed for a specific period. Temporary (or TOP) employees may be full-time or part-time and

the specific period of employment will not exceed one (1) school year. Temporary employees are not eligible for PTO, the school's retirement plan, or other benefits.

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

PAYDAYS/PAYCHECKS

For payroll calculation purposes, the standard work week runs from Sunday morning through the following Saturday evening. Employees are paid semi-monthly (24 pay periods) on the fifteenth (15th) and the final day of each month except when the pay date falls on a Saturday or Sunday, in which case employees will be paid the Friday before the fifteenth (15th) or final day of each month. In addition, if the pay date falls on a bank holiday, then employees will be paid the day before the holiday. Advances in pay are not permitted.

All mandatory federal, state, local and other deductions will be taken from the semi-monthly pay. Payroll information must be submitted by the established due date on the [Payroll Calendar](#) for timely processing. If changes to payroll information are received after the established due date, they will be processed during the next scheduled pay period.

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

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

properly made, that finding will be communicated to the employee.

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

WAGE ATTACHMENTS

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

NON-EXEMPT EMPLOYEE

Non-exempt employees are paid for hours worked in the pay period following the period in which the hours were recorded (i.e., hours worked from the 1st through the 15th of the month are paid on the final business day of the month).

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

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

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

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

EXEMPT EMPLOYEE

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

- Full day absences for sickness, disability, and personal reasons, including vacation.
- Full or partial day Family and Medical Leave (FMLA) absences
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.

- The first or last week of employment in the event the employee works less than a full week.

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

SALARY STRUCTURES

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

- **Instructional Salary Structure**
 - This salary structure establishes a minimum and maximum salary for each instructional job title.
 - Instructional staff are generally involved in direct instruction or instructional support and whose job requires a certification and/or license issued by the Pennsylvania Department of Education (PDE).
 - The Instructional Salary Calculator is used to set the final salary by adding additional amounts to the minimum starting salary based on the individual's qualifications and experience.
 - Salaries are stated in annual rates and in whole dollar amounts.
 - An individual's salary may be any amount within the range.
 - Visit the Reach Website for a complete listing of the job titles and salary bands for the [Instructional Salary Structure](#).
- **Non-instructional Salary Structure**
 - This salary structure establishes minimum, midpoint, and maximum salary for Non-instructional job titles. Non-instructional staff provide operational and administrative support to the school operations.
 - This salary structure consists of six (6) salary bands with each band consisting of two (2) tiers to differentiate levels of work.
 - All Non-instructional job titles are placed into a salary band within each salary structure, job titles are grouped into specific salary bands based on job families.
 - Salaries are stated in annual rates and in whole dollar amounts.
 - An individual's salary may be any amount within the range.
 - Visit the Reach Website for a complete listing of the job titles and salary bands for the [Non-instructional Salary Structure](#).
- **Administrator Salary Structure**
 - This salary structure establishes minimum, midpoint, and maximum salary for Administrator job titles. Administrators are staff responsible for the management and leadership of all school operations.
 - This salary structure consists of eight (8) salary bands with each band consisting of two (2) tiers to differentiate levels of work.
 - All Administrator job titles are placed into a salary band based upon level of management.
 - Salaries are stated in annual rates and in whole dollar amounts.
 - An individual's salary may be any amount within the range.
 - Visit the Reach Website for a complete listing of the job titles and salary bands for the [Administrator Salary Structure](#).

SALARY PLACEMENT GUIDELINES

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

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

REWARD SYSTEM

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

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

Flat Rate Bonus

- The amount of the flat rate bonus is based upon the number of school years the employee has worked at Reach.
- The flat rate bonus starts at \$1,500 for new hires (prorated based on month of hire). The flat rate increases with each school year completed.
- Larger increases occur at milestone years.
- The bonus is paid to staff no earlier than September 1 for 12-month and 10-month staff regardless of their year-end performance review rating.
- Staff must be employed on the date in which bonuses are paid to receive the bonus payment.

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

Effectiveness Reward

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

ADMINISTRATOR BONUS INCENTIVE

Administrator positions on the Administrator Salary Structure may be eligible for a bonus incentive percentage as determined by their specific salary band. Each Administrator salary band contains a bonus incentive percentage specific to that salary band. The bonus incentive period for Administrators is from July 1 through June 30.

Administrator bonus incentives are based on individual and school performance. Bonus payments are a lump sum amount equal to a percentage based on their salary band of all bonus eligible earnings during the school year. Administrators will receive the bonus payment no earlier than September 1. Administrators must be employed on the date on which bonuses are paid to receive the bonus incentive. Administrators who are on an approved leave of absence at the time of bonus payment will receive their bonus payment upon return to active pay status. Administrators who retire may be eligible for the entire bonus.

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

ANNUAL COST OF LIVING ADJUSTMENT (COLA)

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

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

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

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

Staff who are on an approved leave of absence at the time of the COLA increase will receive the increase when they return from the leave of absence to an active status.

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

PROVISIONS FOR REHIRE

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

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

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

CAREER DEVELOPMENT SYSTEM

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

The Career Development System consists of two components:

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

PROFESSIONAL ADVANCEMENT

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

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

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

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

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

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

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

PROFESSIONAL ENHANCEMENT

Professional enhancement consists of three tiers as outlined below:

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

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

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

- All degree plans must be submitted and pre-approved by the employee’s manager before completion to receive this benefit.
- It is the responsibility of the employee to submit proof of the new degree through their supervisor to Human Resources for approval of payment.

- Staff that earn an advanced degree under this program, will have the base pay increase applied to their salary on one of the following dates depending on submission date: February 16, July 1, or October 16 for 12-month staff and February 16, August 16, and October 16 for 10-month staff.
- Staff may only receive this benefit once at each degree level.
- Staff cannot receive both a Tier I and Tier II benefit at the same time. If both requests are made, Tier II supersedes Tier I.
- Refer to [the Reach Website](#) for specific degrees, payment amounts, and the process for submitting for payment.

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

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

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

There may be times when a staff member is asked by their Supervisor to take on additional instructional work for an extended period of time (two (2) weeks or more); this may include: substituting for another staff member while they are out on medical leave, maternity leave, termination of employment, and some forms of short-term leave. Supervisors should submit the Tier III Additional Caseload Request form on behalf of the staff member for HR review. Refer to [the Reach Website](#) for additional details on additional caseload/Tier III assignments.

BENEFITS

HEALTH AND WELFARE

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

DISABILITY INSURANCE

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

LIFE / ACCIDENTAL DEATH & DISMEMBERMENT (LIFE/ ADD)

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

EMPLOYEE ASSISTANCE PROGRAM

All employees and household members have FREE 24/7 access to our Employee Assistance Program (EAP) which provides confidential, in-the-moment support to help with personal or professional problems. Please refer to the Reach Benefits Guide located on the Reach Website for a complete summary of this benefit.

RETIREMENT PLAN

All regular, full-time, and part-time employees are automatically enrolled in the 403(b) retirement plan. There is a mandatory 5% employee contribution, and a 5% employer contribution withheld each pay cycle. Employer contributions are 100% vested after 366 days of service. Please refer to the Reach Benefits Guide located on the Reach Website for a complete summary of this benefit.

RETROACTIVE BENEFIT PREMIUM COLLECTION

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

TUITION REIMBURSEMENT PROGRAM

Employees may be reimbursed for tuition expenses up to \$5,250 per calendar year per the IRS Guidelines. Prior approval is required via the Tuition Manager website to begin the reimbursement process. To be reimbursed for authorized expenses, employees should apply to the Tuition Manager website along with appropriate supporting documentation as defined in the Tuition Reimbursement policy. Employees must adhere to the specific policies and guidelines outlined in the Tuition Reimbursement policy. For additional information, please refer to the [Tuition Reimbursement Program Guidelines](#) under Human Resources on the Reach Website.

PROFESSIONAL DEVELOPMENT REIMBURSEMENT PROGRAM

Reach is committed to supporting staff that desire to pursue professional development opportunities to increase their skills and enhance their contributions to the school. Providing professional development, both career-related and job-related activities, for staff is an investment in their careers and the school's future. It is expected that employees and supervisors mutually agree to discuss professional development issues and opportunities. Full-time, permanent staff are eligible for reimbursement for professional development activity costs that are approved by the school. 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.

Employees must adhere to the specific policies and guidelines outlined in the Professional Development Reimbursement Program policy. For additional information, please refer to the Professional Development Reimbursement Program policy under Human Resources on the Reach Website

WORKER'S COMPENSATION

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

TRAVEL AND EXPENSE REIMBURSEMENT

EXPENSE REIMBURSEMENT

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

Employees must adhere to the specific policies and guidelines regarding expense reimbursements in the [Travel and Expense Administration and Reimbursement policy](#). The process for submitting expense reimbursements is available on the Human Resources section on the Reach Website.

NON-EXEMPT EMPLOYEE TRAVEL POLICY

Some non-exempt positions require occasional travel. Employees in positions classified as non-exempt under the Fair Labor Standards Act are eligible for compensation for the time they spend traveling. The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

Any portion of authorized travel time that takes place within normal work hours on any workday of the week is treated as work hours. Travel time within normal work hours will be paid at the non-exempt employee's regular hourly rate and will be factored into overtime calculations.

Any portion of authorized travel time (except for driving time equal to the normal commute to the employee's assigned office) that takes place in addition to normal work hours is outside travel hours. When a non-exempt employee is required to travel outside of normal work hours, they will be compensated at one-half their regular hourly rate for that portion of travel time. If one-half of the hourly rate is below the state minimum wage, the employee will be compensated at the minimum wage rate.

Non-exempt employees are responsible for accurately tracking, calculating, and reporting travel time. Meal breaks should be deducted from all travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

If a non-exempt employee requests a specific travel itinerary or mode of transportation that is different from the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported.

ATTENDANCE AND LEAVE POLICIES

WORK HOURS

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

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

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

Unless otherwise noted in the offer letter, both exempt and non-exempt employees are expected to work

a minimum of forty (40) hours per week. If an exempt employee obtains approval to leave work early or to come in late, their time should be made up within the same work week as the approved time away from work.

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

ATTENDANCE

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

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

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

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

ABSENCE

Employees who are absent because of illness for three (3) or more successive days, must submit written documentation from their health care provider doctor to substantiate the absences. Additionally, an employee with an absence that is three or more successive days must provide documentation from their health care provider that they are able to resume their normal work duties prior to returning to work. Employees who are absent more than three (3) days because of illness, are required to contact Human Resources and complete [Family and Medical Leave Act \(FMLA\)](#) paperwork.

Absence from work for three (3) consecutive days without notifying your supervisor or Human Resources will be considered a voluntary resignation. Additionally, unexcused absences and/or a consistent pattern of absence will be considered excessive, and subject to disciplinary action.

PUNCTUALITY

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

OFFICE CLOSURE

When the school's office(s) must close due to an emergency (such as hazardous and/or inclement weather conditions), in-office staff should adhere to follow instructions regarding office closing/opening during emergencies:

1. The school office on East Park Drive is in the Central Dauphin School District. Reach will follow the inclement weather guidance announced by Central Dauphin School District during periods of inclement weather. For example: If the Central Dauphin School District closes, the Reach School Office will also close and in-office staff will work from home.

2. The CEO will supplement any Central Dauphin School District school inclement message by sending an email to in-office staff by 7:00 AM.
3. Staff who are uncertain as to what action to take during an inclement weather event should consult with their supervisor.
4. Supervisors have the discretion to allow an employee to work from home or submit PTO depending on the employee’s specific situation and the operations needs of the school.

Please contact the Human Resources team at Reach_HR@reachcyber.org should you have any questions or need further information.

In-office staff with the ability to work from home are expected to work when a full-day or partial day office closure is announced unless otherwise directed. In-office staff will receive standard compensation for the hours worked. In-office staff who do not work from home during an office closure must use PTO. In-office staff who cannot report to work when there is no office closure must contact their supervisor to discuss other arrangements, which may include using PTO.

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

PAID TIME OFF (PTO)

PAID TIME OFF (PTO) ACCRUAL

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

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

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

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

ADDITIONAL PTO GUIDELINES

- Time off must be approved by the employee’s supervisor.
- Time off should be requested as far in advance as possible, except in the case of an emergency or illness.
- PTO is included in the hours calculated to determine overtime eligibility for non-exempt employees.
- PTO requests for two (2) consecutive weeks or greater require specific advance approval of the employee’s leadership team in consultation with Human Resources. The school has the right to approve or disapprove an extended leave based on the school’s needs.
- Employees will not receive payment in lieu of taking the time off.
- PTO accruals for staff hired after the start of the school year will be prorated according to the PTO Accrual Chart.
- Employees that voluntarily separate employment with Reach during the school year will be paid for pro-rated unused PTO. For example, an employee whose PTO accrual rate is 10 days separates halfway through the school year. Since they only worked 50% of the year, they would have a prorated accrual of 5 days of PTO. They would be eligible for 5 days of PTO payout plus any carryover days from the previous year, minus any leave taken. (Prorated PTO Accrual + Carryover days – Leave Taken = Leave payout.)
- Payment of PTO will not extend an employee’s employment period beyond their separation date.
- Employees terminated for cause will not be paid for any unused PTO.
- Employees who are eligible for the following types of leave will receive their full PTO accrual for the school year:
 - FMLA
 - STD
 - Workers Compensation
 - Military
- Any unused accrued PTO days over and above the rollover amount will be forfeited.

PROCEDURES FOR ABSENCES DUE TO ILLNESS

Prior to or on the day of the expected absence from work due to illness, the employee must contact their supervisor directly. The employee should contact their supervisor each day to report an absence and/or inform the supervisor in advance of the nature and expected length of absence due to a medical reason that will exceed one day. The employee should only state that it is an illness and not describe the medical condition.

Reach reserves the right to request medical documentation to support any PTO use for illness.

For absences due to illness extending beyond three (3) consecutive working days, Human Resources must be contacted. For absences of five (5) consecutive working days, Reach may determine to transition the absences to short-term disability (STD) paid leave.

PROCEDURES FOR ABSENCES DUE TO ATTENDING SCHOOL EVENTS

Employees must contact their supervisor directly in advance to seek approval prior to attending Reach School events. Employees approved to attend Reach School events do not need to use PTO for the time spent at the event.

HOLIDAYS

Reach observes twelve (12) paid holidays each year for eligible employees. The days designated as holidays are:

- New Year's Day
- MLK, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day.

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

BLACKOUT DAYS

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

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

Blackout Dates are updated annually and can be found on the Reach Website.

EMPLOYEES WORKING ON A HOLIDAY

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

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

The following guidelines listed below also apply to holidays:

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

TRANSFERS BETWEEN EMPLOYMENT STATUSES

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

- PTO will be allocated based on the number of school years worked.
- PTO will be prorated during the transition year.
- Given the variables for prorating PTO, Human Resources will calculate the prorated PTO based on the specific circumstances of the employee.

BEREAVEMENT LEAVE

Regular full-time employees are entitled up to five (5) days of paid bereavement leave to arrange for and attend funeral services for an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or an adult who stood in loco parentis. The school may require verification of the need for the leave.

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

Payment for bereavement leave is computed at the regular hourly rate to a maximum of eight (8) hours for one (1) day. Bereavement leave shall not be credited as time worked for the purpose of computing overtime.

Bereavement leave does not need to be taken consecutively; employees can use their entitled bereavement time intermittently as needed to arrange for and attend services, manage estates, etc. Employees must use their allotted bereavement entitlement within three (3) months of the family member's date of death. However, any remaining time that is not used within three (3) months will be forfeited.

Reach encourages staff who wish to support their colleagues during bereavement by attending services for a colleague's family member. For services that occur during a scheduled workday, staff should seek approval from their supervisor prior to attending. When approved, the time will be considered as time worked and no PTO is required.

JURY DUTY LEAVE

Regular Full-time employees will be paid their full salary for up to four (4) weeks for jury duty leave. For non-exempt employees, jury duty leave that falls during the hours of regularly scheduled work time will be used in the determination of hours worked in the workweek for the purpose of calculating overtime. All employees may take unpaid leave as needed to perform jury duty.

To be eligible for paid leave, an employee must submit a copy of their jury certificate of attendance to Human Resources upon receipt and must inform their supervisor daily when they will need to be in court. The employee is also required to report to work on partial or full days when the court does not require the employee's presence. Upon being excused from jury duty, employees are required to submit either the stamped jury duty summons or a certificate of attendance to Human Resources.

LEAVE FOR EMPLOYMENT RELATED LEGAL PROCEEDING

Regular full-time employees will be granted paid leave if they are summoned to appear in a court or to appear for a judicial proceeding by subpoena or court order for a proceeding that is related to their employment. The employee may be reimbursed for travel expenses incurred at the standard rates. To be eligible for paid leave, the subpoena or court order must be related to the individual's employment at Reach. In addition, the employee will not be eligible for paid leave if they are the complainant, or the

party filing the action against Reach or attending a legal proceeding in any capacity not mandated by court order. The employee is required to present proof of the court order or subpoena to their supervisor. Additionally, the employee must submit a copy of their subpoena or court order to Human Resources upon receipt. The employee is required to report to work on partial or full days when the court does not require the employee's presence or testimony.

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

MILITARY LEAVE

Employees will be granted a military leave of absence for active service or training in the U.S. military to the extent required by the Uniformed Services Employment and Reemployment Rights Act (USERRA). To the extent required by USERRA, eligible staff will continue to earn service credit. In addition, eligible employees who return from such military leave are guaranteed a job to the extent required by law if they comply with reinstatement requirements.

Employees must provide proof of military leave obligations (e.g., military orders) prior to going on leave if possible. For further information on [USERRA](#), please refer to the Human Resources Tab on the Reach Website.

Reservists and Members of the National Guard will be paid their regular base salary for the first ten (10) working days of required military training each year. Employees who are called to or volunteer for active duty will be paid their regular base pay for the first thirty (30) days. All time taken beyond thirty (30) days will be unpaid.

An employee on military leave has the right to remain on the school's benefit plans for two (2) years following the first month of active military duty. The school will continue to pay the employer portion during any period of the leave that is unpaid. The employee will be responsible for paying the employee contributions and will be invoiced by Reach for the payments. Health insurance benefits are also available under the Military Health Care Program, TRICARE, required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the staff member is otherwise eligible.

For information regarding your 403(b) plan treatment during military leave, please refer to the Summary of Plan Provisions.

Upon return from military leave, an employee has the right to reinstate their benefit plans.

Employees on a military leave of absence are guaranteed the same or a suitable job if they are released from military service under conditions other than "undesirable" or "dishonorable," provided they apply for reinstatement to Human Resources within the required legal timeframe. A suitable job is a position the employee qualifies for through skills, performance, education, and training.

An employee must notify their supervisor (if possible) at least one (1) month prior to beginning military leave for active service. An employee must also produce a copy of their military orders, as soon as reasonably possible, for active service. An employee is required to report back to work or submit a timely application for re-employment upon completing a period of service as required by law.

COMPENSATORY TIME

Regular full-time exempt employees who participate in school-sponsored activities outside of the normal

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

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

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

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

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

FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

Please note that there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Please visit the Reach Website for specific information on [leaves of absences](#), eligibility, and entitlement amounts. Staff should also contact Human Resources for additional information.

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

To be eligible for FMLA, the following three (3) criteria must be met:

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

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

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

Leave to care for a child or placement of adoption or foster care must be taken within twelve (12) months of the child's birth or placement. If employees are married and are both employed by Reach, they may take only a combined leave of twelve (12) weeks per year for the birth/adoption of a child. All time used for STD or Worker's Compensation will run concurrently with FMLA.

Eligible employees may take leave intermittently when medically necessary and with proper medical certification as required by law. Intermittent leave may be taken in full day or partial day increments. For partial day increments, the employee's timesheet should reflect the actual amount of time spent away from the school. Employees taking intermittent FMLA leave must make a reasonable effort to schedule their leave so as not to unduly disrupt the school's operations. When an employee takes intermittent leave or a reduced work schedule, the employee may be temporarily transferred to an alternative position, with equivalent pay and benefits that better accommodate recurring periods of leave.

BASIC FMLA ENTITLEMENT

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

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

FMLA entitlement pauses (entitlement is not decreased) if the school is closed for one week or longer. Examples of this would include winter break and summer break.

SHORT TERM AND LONG TERM DISABILITY LEAVE

All regular, full-time employees are eligible for Short Term (STD) and Long Term Disability (LTD) leave as shown below. STD and LTD leave replace a portion of your income if a medical condition or injury forces you to be out of work for a period of time. The STD provides a weekly benefit paid through Reach's regular payroll and is taxed at the time received, while LTD provides a monthly benefit paid in arrears with a tax choice paid by New York Life.

STD and LTD will run concurrently with FMLA. When transitioning to LTD it is important to know your job status will change to "inactive" and all benefits will terminate at the end of the month in which your LTD becomes effective; this is in accordance with The Plan's governing Summary Plan Description which can be found on the Reach website.

The employee is responsible for benefit premiums for any unpaid leave taken.

Stipend payments paid by regular payments each pay period, such as Professional Advancement, Homelessness Liaison, National Honor Society, etc., will not be paid to staff on a leave of absence. Stipend payments paid annually, semi-annually, quarterly, such as club leaders, mentors, etc., may be paid to staff based on the timing and duration of the leave of absence.

STD and LTD do not count towards bonus eligible earnings.

Staff on STD leave will receive any bonus and/or pay increases issued during STD upon return from the leave of absence.

It is also important to note FMLA for 10-month employees is paused during “summer break”, while STD and LTD continue.

Short Term Disability (STD)												
Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	Wk7	Wk8	Wk9	Wk10	Wk11	Wk12	Wk13
Family Medical Leave Act (FMLA) 12 Wks Unpaid Job Protection												Non-FMLA
STD Elimination Period PTO / Unpaid	Short Term Disability (STD) 100% Paid by Reach						Short Term Disability (STD) 50% Paid by Reach					

Long Term Disability (LTD)													
Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	Wk7	Wk8	Wk9	Wk10	Wk11	Wk12	Wk13	Ongoing to SSNRA
Family Medical Leave Act (FMLA) 12 Wks Unpaid Job Protection												Non-FMLA	LTD 50% Paid by New York Life until Social Security Normal Retirement Age or until no longer disabled, which ever comes first. Reach benefits cease.
STD Elimination Period PTO / Unpaid	Short Term Disability (STD) 100% Paid by Reach						Short Term Disability (STD) 50% Paid by Reach						

MATERNITY LEAVE

Reach provides paid maternity leave to FMLA-eligible birthing mothers, as described below, who need time off work to care for a newborn. Maternity leave commences after Short Term Disability (STD) exhausts and runs concurrently with FMLA.

- Natural Childbirth: five (5) weeks paid by Reach.
- Cesarean Childbirth: three (3) weeks paid by Reach.

Non-FMLA eligible employees are not eligible for paid maternity leave but may use PTO. If no PTO is available, the employee may submit a request for unpaid leave of absence and is responsible for benefit premiums for any unpaid leave taken.

For 10-month staff, FMLA and maternity leave pauses over the holiday break and the summer break when the school is closed, and 10-month staff are not scheduled to work.

For 12-month staff, FMLA and maternity leave only pauses over the holiday break when the school is closed. Maternity leave and FMLA will not pause over the summer break for 12-month staff since the school is not closed and 12-month staff are scheduled to work.

All childbirths, natural or cesarean, receive Short Term Disability (STD) paid by Reach regardless of the time of year the child is born and STD runs concurrently with FMLA. Unlike maternity leave and FMLA, which pauses over school ‘breaks,’ STD continues to run in accordance with our New York Life STD policy. STD pay received during school ‘breaks’ replaces regular pay; this is in accordance with our New York Life policy. Because Reach pays one hundred percent (100%) for the first eight (8) weeks of STD, there is no loss or gain of pay over school ‘breaks’.

Stipend payments paid by regular payments each pay period, such as Professional Advancement, Homelessness Liaison, National Honor Society, etc., will not be paid to staff on a leave of absence. Stipend payments paid annually, semi-annually, quarterly, such as club leaders, mentors, etc., may be paid to staff based on the timing and duration of the leave of absence.

Staff on an approved maternity leave will receive any bonus and/or pay increases issued during maternity leave upon return from the leave of absence.

Below are illustrative examples of how FMLA, STD, and maternity leave interrelate for a natural childbirth and a cesarean childbirth. It is important to note that no two maternity leaves are the same.

Maternity Leave - Natural Delivery											
Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	Wk7	Wk8	Wk9	Wk10	Wk11	Wk12
Family Medical Leave Act (FMLA) 12 Wks Unpaid Job Protection											
STD Elimination Pd PTO / Unpaid	Short Term Disability (STD) Natural Delivery 100% Paid by Reach					Maternity FMLA Eligible 6 Wks 100% Paid By Reach					
							Maternity Non-FMLA Eligible 6 Wks PTO or Unpaid				

Maternity Leave - Cesarean Delivery											
Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	Wk7	Wk8	Wk9	Wk10	Wk11	Wk12
Family Medical Leave Act (FMLA) 12 Wks Unpaid Job Protection											
STD Elimination Pd PTO / Unpaid	Short Term Disability (STD) Cesarean Delivery 100% Paid by Reach					Maternity FMLA Eligible 4 Wks 100% Paid By Reach					
							Maternity Non-FMLA Eligible 4 Wks PTO or Unpaid				

PARENTAL LEAVE

Parental leave is leave provided to a non-birthing parent who needs time off work to care for a newborn or recently adopted or fostered child. FMLA eligible employees are eligible for two (2) weeks paid parental leave and will run concurrently with FMLA. Human Resources may request supporting documentation. Parental leave can be used up to three (3) times per calendar year. Non-FMLA Eligible employees are not eligible for parental leave but may use PTO. If no PTO is available, the employee may submit a request for unpaid leave of absence and is responsible for benefit premiums for any unpaid leave taken.

SERIOUS ILLNESS LEAVE

Serious Illness leave is leave provided to FMLA-eligible employees to care for eligible employee family members who are seriously ill and need care. Eligible family members include:

- The employee’s spouse, domestic partner, fiancé
- The employee’s parents.
- The employee’s child

Eligible employees are entitled to up to two weeks (ten days) paid serious illness leave which will run concurrently with FMLA.

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

Serious Illness Leave can also be used if an employee suffers a miscarriage or a still birth. The length of the leave under these circumstances is determined by the doctor's recommendations and will not exceed two weeks (ten days).

UNPAID LEAVE OF ABSENCE

Reach expects all employees to plan the use of their PTO allotment in a responsible manner ensuring they have time available for unforeseen circumstances throughout the year. Employees who need extended time off from work for personal or other reasons, which do not qualify under FMLA, may be

approved for an unpaid leave of absence at the sole discretion of the CEO in coordination with Human Resources and Senior Leadership.

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

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

Employees that are approved for an unpaid leave of absence of more than thirty (30) days that do not qualify under FMLA are not guaranteed a right to return to work or to the job they held. Attempts will be made to place the employee in a position; however, the school is not obligated to do so. If the employee is offered a position at the end of the unpaid leave of absence and fails to accept it, they will be considered to have voluntarily resigned without notice.

Employees with less than six (6) months of continuous service are not eligible for an unpaid leave of absence, except for military leave. Exceptions to granting unpaid leave of absences to employees with less than six (6) months of service requires CEO approval.

While on unpaid leave of absence, the employee remains responsible for paying their employee contributions for the cost of their health and welfare insurance premiums. Human Resources will create and send the employee an invoice for these costs detailing the payment due dates.

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

GENERAL EMPLOYMENT POLICIES

APPEARANCE AND DRESS

The school strives to provide a work environment that is both professional and comfortable for employees. Employees' dress, grooming and personal hygiene should be appropriate to the school environment. In general, employees are expected to dress and present themselves in a manner that is acceptable in a school setting. It is acceptable for staff to wear Reach-labeled clothing when conducting official school business consistent with the activity and/or work-related duties.

When meeting with families/students and/or external parties or when visitors are expected at the school, employees should dress in accordance with the expectations of those individuals. Employees who are dressed inappropriately may be asked to select suitable attire. Any questions concerning the dress code should be directed to the employee's supervisor or to Human Resources.

ANIMALS IN THE WORKPLACE

Pets are not permitted at the school office or at school related events. The sole exception to this policy is animals serving as a service animal or emotional support guides or aides. An individual with a disability shall request and obtain approval as a reasonable accommodation under the Americans with Disabilities Act to bring a service animal to work when medically necessary. If you have questions regarding service animals, please contact Human Resources for additional information and requirements.

CONDUCT WHILE DRIVING

Employees are completely responsible for any accidents, fines, or traffic violations incurred while operating personal vehicles. Staff using their personal car on school business shall have minimum Bodily Injury and Property Damage insurance protection as required by law. Reach will not reimburse staff for personal property damage or injury, including deductible amounts, incurred while using a personal vehicle. Third party injury/property damage incurred while an employee is using their personal vehicle should be covered by the employee's personal auto insurance policy. While driving a personal vehicle, or a rental vehicle for school business, the employee's personal automobile insurance will be considered primary and any organizational-provided coverage secondary.

Employees who are driving while on school business are expected to:

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

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

SOCIAL MEDIA POLICY

The school believes in utilizing social media sites to foster online collaboration and share what we do, but we expect our employees to do so responsibly. As these online communication platforms continue to evolve, so will our policies. We want employees to speak freely, but also professionally and responsibly. This policy is focused on social media activities inside or outside of work that could affect work performance, the performance of other employees, or the school's interests. The policy provides standards for employees who choose to contribute to blogs, wikis, social networks (Facebook, Instagram, Twitter, TikTok, YouTube, etc.). Remember that our rules of conduct apply to all online activities.

The school discourages teachers from sharing personal information with learners and their families through social networking sites. It is not appropriate for teachers to deviate from their professional role with students at any time. If teachers choose to interact with students through social networking sites, they are to use filters and other mechanisms to preserve the professional nature of the student-teacher relationship. While such precautions might limit a student's access to your personal information, you may still have access to the personal information of a student. In such a case, you must know information you learn about students through these networking sites may trigger your duty under applicable law to report suspected abuse, neglect, or other conduct to the authorities.

REPORTING ARRESTS OR CONVICTIONS WHILE EMPLOYED

Reach reserves the right to evaluate any arrest or conviction of a felony or misdemeanor of an employee that may impact the employee's ability to perform their job, or that has a negative impact on the school. These arrests or convictions, as well as failure to report, may result in disciplinary action up to and including termination.

Act 24 requires all school employees to report any arrest or conviction of an offense listed in Section 111(e) by submitting a completed PDE Form 6004 (PDF) to Human Resources within seventy-two (72)

hours of the arrest or conviction. The PDE6004 form can be found on the Reach Website under Human Resources.

Should the school have a reasonable belief that an employee was arrested or convicted of a criminal offense and the employee has not notified the School of such arrest or conviction, the School shall require the employee to submit to the School a current report of criminal history record information as required by Act 24. The cost of the criminal background check shall be borne by the employing entity. If an employee refuses to submit the form, Act 24 requires that the School Administrator submit the employee to a new background check under Section 111.

An employee that willfully fails to disclose a conviction or an arrest of a criminal offense shall be subject to discipline up to and including termination and may be subject to criminal prosecution under Title 18 Pennsylvania Consolidated Statutes subsection 4904 (relating to unsworn falsification to authorities).

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

EXPIRATION OF EDUCATION CREDENTIALS

Some employees, as a condition of employment, must maintain valid credentials. It is the employee's responsibility to be aware of the expiration date(s) associated with such credentials and to take steps to renew credentials as needed. Human Resources will monitor the expiration of such credentials and provide employees with any notice required by federal or state law or regulation of such expiration.

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

AUTHORIZATIONS AND APPROVALS

Under no circumstances is an employee, other than those who have purchasing responsibility authorized in writing, to commit to any purchase or agreement that financially obligates the school. If an employee is required to procure goods and services, the appropriate authorizations from the employee's supervisor must be obtained in accordance with the school's fiscal policies. Failure to obtain the proper authorizations/approvals will result in disciplinary action and/or a requirement that the individual accept personal responsibility for an obligation wrongfully made in the school's name.

SOLICITATION AND DISTRIBUTION

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

Employees may not solicit or distribute ANY information in Reach work areas on behalf of a business, club, school, society, religious group, nonprofit organization, or a political party during working time or during the working time of the employee(s) to whom such activity is directed.

Employees may distribute information about nonprofit fundraising efforts or distribute small items, such as cookies or candy for sale, if the proceeds will be received by a nonprofit organization and the activity to distribute the information is not disruptive to the workplace. The decision for what activities to permit will be determined by school leadership.

Requests to conduct fundraising activities must be approved in advance. All requests must be sent to the

Director of Human Resources to start the approval process and the CEO is the final approving authority.

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

SUBSTANCE ABUSE

Reach is committed to maintaining a safe, healthy, and efficient working environment for our employees and the families we serve. Therefore, the school requires a drug-free workplace and will comply with the Drug-Free Workplace Act of 1988. Employees are prohibited from abusing or misusing controlled substances, intoxicants, inhalants, alcohol, and prescription drugs, or purchasing, selling, manufacturing, distributing, possessing, or working under the influence of illegal substances. Employees are also prohibited from consuming alcohol or other intoxicants in the presence of any students or families enrolled in school or attending a school function.

Employees who take over the counter or prescribed medication are responsible for being aware of any adverse effect the medication may have on the performance of their duties and must promptly report to their supervisor if the use of the medication might impair their ability to perform their job safely and/or effectively. Depending on the circumstances, employees may be reassigned, forbidden to perform certain tasks, or even prohibited from working if they are judged unable to perform their jobs safely and/or properly while taking prescribed medication. Taking over the counter or prescribed medication contrary to its proper use is prohibited.

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

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

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

Searches: Reach reserves the right to conduct searches of employees and their property, including desks, work areas, files, lockers, bags, or other personal belongings (including vehicles), while at the main office or while conducting any work-related event, if there is a valid reason for such a search.

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

Employee Assistance and Rehabilitation: Reach encourages any employee with a drug, substance, or alcohol abuse problem to seek treatment voluntarily. In the case of a positive drug or alcohol test result or a violation of this substance abuse policy, the school reserves the right to determine whether to allow the employee an opportunity to be placed in or enter into a rehabilitation program agreement as an alternative to termination. No employee will be subject to disciplinary action solely for acknowledging a drug or alcohol problem and seeking treatment for the problem prior to violation of provisions of the substance abuse policy. Under an employee assistance and rehabilitation program, the employee will, among other things, be required to successfully complete and provide appropriate verification of successful completion in an alcohol/drug treatment program prior to returning to work.

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

TOBACCO USE

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

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

PERFORMANCE MANAGEMENT AND DISCIPLINARY ACTION POLICIES

JOB DESCRIPTIONS

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

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

Reach job descriptions can be found on the Reach Website.

PERFORMANCE REVIEWS

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

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

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

PERFORMANCE IMPROVEMENT PROCESS

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

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

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

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

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

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

DISCIPLINARY PROCESS

Employees are expected to meet certain standards of work performance and conduct. These include, but are not limited to, those standards outlined in this handbook as well as the specific duties and responsibilities contained in the employee's job description. Employees who do not meet these standards and expectations may be given the opportunity to improve performance and/or conduct through performance management and if necessary, the disciplinary process. The approach taken by leadership will depend upon the employee's performance, conduct and the relevant circumstances.

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

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

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

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

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

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

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

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

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

EMPLOYEES WHO WORK WITH CHILDREN

It is Reach's policy to ensure the safety and well-being of all children enrolled in or participating in activities sponsored by our school, and to report suspected cases of child abuse and neglect consistent with the requirements of state law. Additionally, Reach will not knowingly place a student in contact with an employee who has been accused and/or convicted of crimes against children, child abuse, or child neglect. We ensure that individuals who come into contact with children have passed appropriate background screening measures. All Reach employees should work to maintain a learning environment that is respectful of students.

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

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

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

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

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

CONFIDENTIAL RECORDS – ACCESS, RETENTION, AND DISCLOSURE POLICIES

Family Educational Rights and Privacy Act (FERPA)

Reach employees are subject to the requirements of the Federal Family Educational Rights and Privacy Act (FERPA). Employees are responsible for reviewing the applicable requirements and only disclosing any student information if specifically required by regulation and when such disclosure is permitted by FERPA. Additionally, employees are never permitted to remove any FERPA-protected information from school property in print or electronic form except for legally permitted purposes and when specifically authorized by a supervisor. The failure to comply with these requirements may result in legal liability to Reach and in disciplinary action against the offending employee.

Protecting Technology Information

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

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

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

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

Confidential and Proprietary Information; Intellectual Property

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

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

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

Copyright Policy

Reach recognizes and respects intellectual property rights and is committed to fulfilling our moral and legal obligations with respect to our use of copyright-protected works. Copyright laws govern the use of copyrighted materials that have one or more exclusive rights granted to the copyright owner under section 106 of the [Copyright Act](#) (Title 17 of the United States Code).

Reach staff may not reproduce any copyrighted work in violation of copyright law. Reach also encourages staff who witness a potential copyright infringement to bring the matter to the attention of the individual as well as their supervisor.

Fair Use Guidelines

Fair use allows users the limited right to use copyrighted material without permission under certain circumstances. Fair use guidelines only apply to teacher or student-created items for instructional or educational purposes, not for personal use. Teachers and students may use copyrighted materials for educational projects and learning activities, but they must follow specific "fair use" guidelines. While there is no requirement to notify or seek permission from the copyright holder if use is fair, fair use guidelines strongly advise obtaining permission from copyright owners whenever possible and acknowledgement of the copyright, including copyright symbol ©, is required. The following four factors are used to determine whether use is a fair one.

1. The purpose and character of the use, including whether the use is of a commercial nature or is for nonprofit educational purposes.
2. The nature of the copyrighted work, such as whether the work is fiction or non-fiction, published or unpublished.
3. The amount of the work used in relation to the copyrighted work as a whole, such as using a poem in its entirety, or using one chapter from a long book.
4. The effect of the use upon the potential market for the copyrighted work.

Penalties may be imposed upon Staff for unauthorized copying or use of audio, visual or printed material and computer software without following the fair use guidelines. Additionally, Staff who fail to adhere to copyright laws and fair use guidelines may be subject to disciplinary action up to and including termination.

External Inquiries

Any employee who receives an external inquiry or a request for documents from a regulatory or legal authority or from the press, or who receives an inquiry concerning information that is not normally provided in the employee's course of their employment, such as an employee reference request, should refer such inquiry as follows:

- Media Inquiries – CEO
- Lawyers or Government Agencies – CEO
- News Report Inquiries – CEO

Employment Verification Requests or References

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

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

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

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

Access to Personnel Files

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

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

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

WORK ARRANGEMENT POLICIES

WORK FROM HOME (WFH)

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

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

Regardless of an employee's work from home arrangement, Reach requires all staff to attend in-person events such as beginning and end of year professional development day, state testing, or as directed by their supervisor. Supervisors can require an employee with WFH privileges to come into the office or assigned office location at any time. If an employee is requested to come into the office or assigned office location and fails to do so, disciplinary action may be taken.

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

WFH ARRANGEMENTS

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

The four (4) work arrangements are:

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

- WFH days are designated by the employee's supervisor.
- Employees who WFH are expected to work at the same level and adhere to the same standards as employees who report to the school office.
- Work arrangement is identified in the employee's job description.

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

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

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

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

Short-Term WFH:

- Refers to situations in which the employee is permitted to WFH for a defined period due to a personal need or a return from short-term disability, and the duration is less than one school year.
- Supervisors and employees should coordinate with Human Resources when a short-term WFH arrangement is needed.

- This short-term WFH situation may be discontinued at any time, with or without notice, in the sole discretion of Reach. A thirty (30) day notice would be provided.

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

DESIGNATED WFH WORK LOCATION

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

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

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

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

WFH WORK REQUIREMENTS

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

Home Office

- Employees are responsible for all costs and expenses associated with the setup of a home office/workspace (e.g., costs associated with remodeling, furniture, lighting, repairs, modifications, etc.). Repair, upgrading and/or replacement costs and liability for employee-owned equipment and furniture used during the WFH arrangement is the responsibility of the employee. Internet fees, utility costs and homeowner's/renter's insurance are also the responsibility of the employee.
- Employees who work remotely are responsible for paying ongoing operating costs associated with their remote work locations, costs associated with non-company issued phone services.
- Remote work is not to be used as a substitute for dependent /childcare. Employees must have

appropriate dependent/childcare plans in place whether working on-site or working remotely. Employees working from home may not serve as primary caregivers for dependents during working hours. Dependents may be present in the employee's home; however, the dependents must not require the employee's attention during normal work hours. Reach reserves the right to request proof of dependent/childcare arrangements. Any deviation from this requirement may be subject to disciplinary action.

Performance

- Employees who WFH are required to work from 8 AM until 4 PM Monday - Friday
- Employees who WFH must ensure their home telephone number(s) and their home address is accurate in UKG. Any changes must be reported to Human Resources immediately through UKG.
- Employees who WFH are required to communicate with their supervisor in the manner and frequency indicated by the supervisor.
- Employees who WFH must be accessible by phone and internet within a reasonable time during the workday. Employees are required to notify their supervisor if they will not be available at any time during their scheduled workday.
- All work numbers should be answered professionally and by the employee only. All work numbers should have a professional voicemail message that indicates the employee's name and role.
- The employee will remain accessible and productive during scheduled work hours.
- Hourly employees are not permitted to work more than forty (40) hours per week while WFH.
- Employees are required to check their work voice mailboxes throughout their workday and be available and responsive to their supervisor and leadership team throughout their scheduled workday whether through telephone, chat, email, etc.
- Regardless of an employee's work from home arrangement, all staff are required to attend in-person events when directed by school administration such as beginning and end of year professional development days.
- Evaluation of an employee's performance while WFH may include daily interaction by phone, email, or chat. Evaluations will be similar in content and frequency to the evaluations received by employees at the school's main office, but with additional focus on work output and the completion of objectives, and less focus on time-based performance.

Confidentiality/Security

- While working remotely, employees who WFH are required to take steps to prevent unauthorized disclosures or access to proprietary and/or confidential information regarding the school, its employees, students, and families.
- Employees should use locked file cabinets, and desks, practice regular password maintenance.
- Employees must protect proprietary and/or confidential information. Portable Media (flash drives, CDs, etc.) should not be used to store or transport proprietary and/or confidential information under any circumstances without supervisor permission. It is recommended that no proprietary and/or confidential data be printed from the employee's home. If proprietary and/or confidential data is printed, it must either be returned to the school office or shredded.
- Employees who are WFH are prohibited from granting access to their work from home location to students, potential students, their families, or caregivers.

Equipment

- Reach will provide remote employees with the appropriate equipment and technology (including hardware and software) to effectively complete their duties. The equipment provided will be based on each employee's individual role and responsibilities. Remote employees are to use this equipment for business purposes only and are expected to take appropriate steps to keep this

equipment safe.

- Employees will maintain high speed Internet service at their WFH location at their own expense.
- Employees who WFH may request reimbursement of costs incurred in mailing bulk or expensive materials (typically quantified as greater than \$5.00). A receipt from the carrier is required for reimbursement.
- All tools and resources provided by Reach remain the property of the school. Staff are required to protect school property and equipment from theft or damage and to report theft or damage to their manager immediately.
- Upon termination of employment, employees are required to return all school-owned equipment and other property.
- Staff are required to maintain broadband access to the internet, as well as a dedicated phone line that is available during working hours.
- If an unexpected technology issue occurs (e.g., Internet outage), the employee may take up to thirty (30) minutes to determine if the issue can be resolved. If unresolved issues persist, the employee will need to move to an approved location with the required technology to continue working.

Safety and Compliance

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

WORKPLACE SAFETY AND SECURITY PROTOCOLS

WORKPLACE SAFETY

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

Practice safety around the office by not using, adjusting, or repairing machines and equipment, unless authorized and qualified to do so. Be alert for tripping or slipping hazards. Keep walking areas clear of carts, boxes, and other obstacles. Know the locations, contents, and use of first-aid kits. If there is a medical emergency, call 911. Be familiar with the school's emergency action plans and report all injuries, illnesses, and accidents that are sustained while performing school-related work or while on school property immediately, no matter how minor. If employees are in a position that requires the operation of machinery or equipment that requires specific training or certification, they must possess the appropriate certification or have completed the appropriate training.

COVID POLICY

Reach is committed to following public health practices to avoid negative impacts and adapt to the changing nature of the pandemic to protect our staff. Reach's [COVID Workplace Guidelines](#) can be found

on the Reach Website and will remain in place until further notice. Employees are expected to adhere to these guidelines.

SECURITY

Reach will not be liable for the loss, theft, or damage of any personal property brought onto our premises, or for fire, theft, damage, or personal injury involving employee automobiles, their contents, or occupants. The school reserves the right to inspect and search all areas of our premises at any time without notice and to question individuals on our premises concerning safety and/or security matters. Furthermore, to promote the safety of employees and school visitors, as well as the security of our facilities, Reach may conduct video surveillance of any portion of our premises at any time, the only exception being private areas such as restrooms.

Security inspections, searches and investigations can include, without limitation, examining offices, computers, electronic files, files (including file cabinets, desks, closets, storage areas), restrooms, and all other areas of the facilities and premises as well as the person, vehicles, purses, packages, parcels, and other containers of individuals entering, leaving, or located on school property. School administration may conduct these investigations, inspections, and searches to detect illegal or unauthorized drugs and drug paraphernalia, alcohol, weapons, removal of school property or for other reasons at our discretion. For these reasons, duplicates are kept of all keys issued to employees.

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

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

WORKPLACE VIOLENCE PREVENTION

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

FIREARMS AND WEAPONS

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

SECURITY PRACTICES

Do not hesitate to contact 911 if confronted with a potentially violent situation. It is better to have called 911 unnecessarily than not to have the police available when a threatening situation turns violent. Never attempt to physically restrain or physically remove a threatening or violent individual by yourself. Doing so puts you in danger and leaves you and the school potentially vulnerable to lawsuits. Always report violent, threatening, harassing or suspicious behavior, as well as any suspicious packages to your supervisor or Human Resources.

RESPONDING TO THREATS

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

- If you receive a threatening call, report the incident to your supervisor and/or the Director of Human Resources immediately, noting that the caller is on the phone and that a threat is being made. Note the caller's phone number from your phone's caller ID.
- If you receive a threatening email, immediately forward the email to your Supervisor and the Director of Human Resources.
- If a threat is received through the mail, notify your Supervisor and the Director of Human Resources immediately. Save the letter and the envelope and handle them as little as possible, and if possible, do not handle suspicious packages. If you find a suspicious item (package, box, briefcase, etc.) that does not belong in your area, immediately notify your supervisor.
- For any serious in person threat, please call 911 immediately.

PROPERTY/EQUIPMENT AND TECHNOLOGY/COMMUNICATION SYSTEMS

PROPERTY AND EQUIPMENT

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

LOST, STOLEN, OR DAMAGED EQUIPMENT

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

EQUIPMENT RETURN

All staff, as a condition of employment, shall return to Reach Cyber Charter School all property belonging to the school in their possession and/or control at the time of their separation. At the time of separation, staff will receive communication via email from Human Resources. The communication will include how to return equipment along with instructions on how to obtain return shipping labels. Equipment should not be returned until advised by Human Resources.

ACCEPTABLE USE OF TECHNOLOGY

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

SOFTWARE

All software acquired for or on behalf of the school or developed by employees or contract personnel on behalf of the school is and shall be deemed school property. All such software must be used in compliance with applicable licenses, notices, contracts, and agreements. Under no circumstances should any user install or download any software onto a school-owned computer without specific permission.

LICENSING

Reach is responsible for enforcing all applicable licenses, notices, contracts, and agreements for software that is used on school computers. Unless otherwise provided in the applicable license, notice, contract, or agreement, any duplication of copyrighted software, except for backup and archival purposes may be a violation of federal and state law. Reach must strictly enforce license compliance because any violation by a user may still cause the school to be liable for the consequences of such violation.

HARDWARE

All hardware devices acquired for or on behalf of the school or developed by employees or contract personnel on behalf of the school are and shall be deemed the school's property. All such hardware devices must be used in compliance with applicable licenses, notices, contracts, and agreements.

ACCEPTABLE USE OF COMMUNICATION SYSTEMS

As a productivity enhancement tool, the school encourages the use of electronic communications (including phone, voicemail, email, webmail, message boards, instant messaging, and fax). Electronic communication systems and all messages generated on or handled by electronic communication systems, including back-up copies, are the property of the school, and are not the property of users of the electronic communications services.

The school's electronic communications and telecommunications systems must be used only for Reach activities; however, incidental personal use is permissible provided:

- It does not preempt any school activity.
- Your supervisor is aware of your intended non-business use.
- It does not consume more than a trivial amount of time and/or resources.
- It does not interfere with staff productivity.

Users are prohibited from using school electronic communications and telecommunications systems for charitable endeavors, private business activities, or amusement/entertainment purposes. Employees are reminded that the use of school resources, including electronic communications and telecommunications systems, should never create either the appearance or reality of inappropriate use.

MESSAGE BOARDS

Postings by employees or other individuals who are not the learning coaches for currently enrolled students will be limited to comments relating to the program or other school-related activities. Further, such postings should be limited to those necessary to answer posted questions, to assist with identified problems or to gather parent input on proposed program changes or other school topics.

LEARNING MANAGEMENT (LMS) & STUDENT INFORMATION (SIS) SYSTEM COMMUNICATION TOOLS

Communication Tools within the LMS & SIS may not be used for communication on personal matters. These tools are for communication between and among staff, students and families and should always be professional.

EMAIL

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

TELEPHONE USE

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

PERSONAL ELECTRONIC DEVICE USE

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

USER ACCOUNTABILITY

Regardless of the circumstances, your individual user account passwords must never be shared or revealed to anyone else. This includes logging into a school resource as yourself to allow another user to access those resources. If another user does not have access to a resource and asks you to log in for them, you should deny the request.

NO GUARANTEED MESSAGE PRIVACY

Reach cannot guarantee that electronic and telephone communications will be private. Employees should be aware that electronic and telephone communications could, depending on the technology, be forwarded, intercepted, printed, and stored by others. Furthermore, others may require access to electronic and telephone communications in accordance with this policy.

INCIDENTAL DISCLOSURE

It may be necessary for Reach staff to review the content of an individual employee's communications during an investigation or problem resolution. Reach staff may not review the content of an individual's communications out of personal curiosity or at the behest of individuals who have not gone through proper approval channels.

MESSAGE FORWARDING

Recognizing that some information is intended for specific individuals and may not be authorized or appropriate for general distribution, electronic communications users should exercise caution when forwarding messages.

REMOTE ACCESS POLICY

Remote access is a generic term used to describe the accessing of our computer network by individuals not located in an office. Reach provides several options for access to school resources. This remote access may be required for traveling employees, employees who regularly work from home, or employees who work both from the office and from home.

Participation as a remote access user may not be possible for every employee. Remote access is meant to be an alternative method of meeting the school's needs. Reach may refuse to extend remote access

privileges to any employee or terminate a remote access arrangement at any time. The school will bear no responsibility if an employee chooses to use personal equipment to perform work duties. The employee is solely responsible for backing up data on their personal machine before beginning any schoolwork.

At its discretion, the school will disallow remote access for any employee using a personal home computer that proves incapable, for any reason, of working correctly with the school-provided software, or being used in a production environment. There are several key requirements that an employee must meet before gaining remote-access privileges to the school resources.

All computers accessing third-party provider or school resources are required to have active anti-virus software installed and configured to automatically update each time the computer is connected to the Internet.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that:

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

I understand that I have access to and can obtain a copy of the employee handbook for review at any time online through the Reach Website.

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

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

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

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

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

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

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

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

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

Employee Name (Please Print): _____

Employee Signature: _____

Date: _____

Coversheet

Approval of PA-REAP Job Posting Service

Section: VI. Action Items
Item: M. Approval of PA-REAP Job Posting Service
Purpose:
Submitted by:
Related Material: PA-REAP-Terms&Conditions.pdf

TECHNOLOGY SERVICES AND SUPPORT AGREEMENT

THIS AGREEMENT, made by and among EducationPlus (hereinafter called "EdPlus") and the following organization: (hereinafter called Client) On the Day of

NOTE: Pennsylvania REAP is a fee-based service as outlined in Section F of the Agreement. Submission of your application is an agreement to the terms specified.

A. NATURE OF SERVICES

1. An online application system, Regional Education Application Program (REAP)
2. A search system to find and review files of selected applicants
3. A jobs available system for Client to post job openings, including a link to the Client's existing web site
4. A system for providing school district profile information about Client.

B. OBLIGATIONS OF EducationPlus

1. Offer Client a fully operational online job application and job posting system (REAP)
2. Coordinate the offering by Education Plus of St. Louis of an updated and maintained technology system
3. Inform Client of periodic updates and improvements to the system

C. OBLIGATIONS OF CLIENT

1. Make a good faith effort to post job openings using the REAP system
2. Designate a contact person for cooperating with EdPlus relative to this Agreement
3. Inform EdPlus in a timely manner relative to any problem encountered with implementation of the REAP system
4. Maintain appropriate confidentiality of applicants and utilize the REAP system exclusively for the purposes intended and for the benefit of the Client only

D. TERMINATION OF AGREEMENT

1. This Agreement will continue in force and renew automatically with client's payment of membership fees. Non-payment by client will result in termination of services.
2. Start up fees will be required if client is inactive for a year.
3. Education Plus shall retain all ownership of the operating system, Internet design, program software, and database, including after termination of this Agreement. Any published materials, software, or other information supplied to Client regarding such systems, programs, databases and designs shall be returned to EdPlus following termination of this Agreement.
4. EdPlus does not warrant that the system and services provided pursuant to this Agreement will meet Clients needs beyond those specified in this Agreement or that the operation of this system will be unreasonably interrupted or error free.

E. GENERAL PROVISIONS

1. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall on the written request of either party served on the other be submitted to arbitration and be governed by the rules and regulations of the American Arbitration Association.

F. FEE AND PAYMENT SCHEDULE FOR DISTRICTS/SCHOOLS

1. **For districts/schools with less than 1,000 students**, Client shall pay a one-time start up fee of \$500. During the term of this Agreement, Client shall pay an annual membership fee of \$899. As an annual membership fee, such fee shall not be prorated on a partial year basis. Total first year fee is \$1399.
2. **For districts/schools with at least 1,000 students**, Client shall pay a one-time start up fee of \$650. During the term of this Agreement, Client shall pay an annual membership fee of \$1099. As an annual membership fee, such fee shall not be prorated on a partial year basis. Total first year fee is \$1749.
3. **For districts with at least 10,000 students**, Client shall pay a one-time start up fee of \$1650. During the term of this Agreement, Client shall pay an annual membership fee of \$1099. As an annual membership fee, such fee shall not be prorated on a partial year basis. Total first year fee is \$2749.
4. **For districts with at least 20,000 students**, Client shall pay a one-time start up fee of \$2650. During the term of this Agreement, Client shall pay an annual membership fee of \$1599. As an annual membership fee, such fee shall not be prorated on a partial year basis. Total first year fee is \$4249.

G. FEE AND PAYMENT SCHEDULE FOR EDUCATIONAL ORGANIZATIONS THAT ARE NOT DISTRICTS/SCHOOLS

1. **For educational organizations that are not individual schools or districts and service less than 10,000 students**, Client shall pay a one-time start up fee of \$650. During the term of this Agreement, Client shall pay an annual membership fee of \$1099. As an annual membership fee, such fee shall not be prorated on a partial year basis. Total first year fee is \$1749. Client shall pay a one-time start up fee of \$650. During the term of this Agreement, Client shall pay an annual membership fee of \$1099. As an annual membership fee, such fee shall not be prorated on a partial year basis. Total first year fee is \$1749.
2. **For educational organizations that are not individual schools or districts and service 10,000 or more students**, Client shall pay a one-time startup fee of \$1650. During the term of this Agreement, Client shall pay an annual membership fee of \$1099. As an annual membership fee, such fee shall not be prorated on a partial year basis. Total first year fee is \$2749.00.
3. **For educational organizations that are not individual schools or districts and service 20,000 or more students**, Client shall pay a one-time startup fee of \$2650. During the term of this Agreement, Client shall pay an annual membership fee of \$1599. As an annual membership fee, such fee shall not be prorated on a partial year basis. Total first year fee is \$4249.

Coversheet

Approval of changes to the Dual Enrollment Policy

Section: VI. Action Items
Item: N. Approval of changes to the Dual Enrollment Policy
Purpose:
Submitted by:
Related Material: Dual Enrollment Program.docx.pdf



Reach Cyber Charter School Dual Enrollment Program

Dual Enrollment is a Reach Cyber Charter School program that allows qualified sophomores, juniors, and seniors to enroll in courses at Community Colleges, Colleges, or Universities, that have a Memorandum of Understanding with Reach, while still in high school. In accordance with requirements at Reach Cyber Charter School, students who qualify may apply for admission to a variety of courses. Reach will work with these schools to determine eligibility. Students are required to take the appropriate College placement tests and meet prerequisite requirements for selected course.

Reach, grants, and the Pennsylvania Department of Education provide tuition for three-credit courses, in full or in part. The High School Administration will determine the number of students to be funded each year, as well as the allowable courses students will be able to enroll in at a college institution. Reach Cyber Charter School will pay for a part or all of the tuition, fees, and books, as provided by the reserved funds.

Reach Cyber Charter School Requirements for Dual Enrollment

Attendance

✓•To qualify, students must have very good attendance. To maintain enrollment in this program, students may have no more than ten days of absence at the high school or the college. (Students who exceed this quota due to extended illness may reapply.) ~~Participating colleges will monitor attendance by a form signed monthly by the professor of the course or some other agreed upon method.~~

Grades

✓•Students must score advanced or proficient in the PSSA's on the most recent state standardized assessments, and/or other standardized exam administration required for PSSA-state standardized assesment preparation (such as the Progress Learning Reach Cyber Charter School benchmarks).

✓•Students must maintain a "C" or above grade point average at both Reach Cyber Charter School and the approved College.

✓•The participating college will provide mid-semester progress reports in time to meet Reach Cyber Charter School's reporting deadline.

✓•Student transcripts must be sent directly to Reach Cyber Charter School Counseling Department.

Citizenship

✓•Students must maintain good school citizenship. Past year discipline, records will be considered. Students may forfeit their place in the program due to disciplinary issues. Since participation in this program is the highest privilege a student can attain, and the student will be granted tremendous liberties not granted other students, permission to enroll is based on the sole discretion of the High School Principal.

Course Options

✓•Exact courses and meeting times will be available based on the college course offerings timeline.

✓▪Students must have availability in their schedule for courses resulting in scheduling for no more than six credits for the school year.

✓▪At the completion of the college course, students will have completed a high school graduation credit requirement and will have earned college credits. Final approval will be from the Reach Cyber Charter School High School Principal or Chief Academic Officer.

Coversheet

Approval of agreement with Improv Learning

Section: VI. Action Items
Item: O. Approval of agreement with Improv Learning
Purpose:
Submitted by:
Related Material: Improv Terms and Conditions.pdf



Terms of Use

Welcome DriverZ from Interactive Education Concepts, Inc. (“Company,” “we,” “us,” “our”). This page explains the terms by which you may use our online and/or mobile services, apps, and/or website provided on or in connection with DriverZ (collectively the “Service”). By accessing or using the Service (including by downloading any mobile application we may offer from time to time), you acknowledge that you have read, understood, and agree to be bound by this Terms of Use Agreement (“Agreement”) and to the collection and use of your information as set forth in the DriverZ Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access or use the Service (“Users”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, AS THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS ON DAMAGES YOU MAY CLAIM AGAINST US AND INDEMNIFICATION OBLIGATIONS YOU OWE TO US.

BY ACCESSING OR USING THE SERVICE, YOU INDICATE YOUR CONSENT TO THIS AGREEMENT.

1. Use of the Service

A. Eligibility

You may use the Service only if you can form a binding contract with Company, and only in compliance with this Agreement and all applicable local, state, provincial, federal, national, and international laws, rules and regulations. Anyone under the age of thirteen (13) is strictly prohibited from creating an account for the Service and/or using the Service.

B. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, transmitting, disseminating, disassembling, decompiling, publicly displaying, republishing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping” or by creating any derivative works of the Service; (ii) determining or attempting to determine any source code, algorithms, methods, or techniques embodied by the Service or any derivative works thereof, or incorporating the Service or any portion thereof into any other program or product; (iii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iv) transmitting spam, chain letters, or other unsolicited email; (v) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (vi) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vii) uploading invalid data, viruses, worms, or other software agents through the Service; (viii) collecting or harvesting any personally identifiable information, including account names, from the Service; (ix) using the Service for any commercial solicitation purposes; (x) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (xi) interfering with, or attempting to interfere with, the proper working of the Service; (xii) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xiii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiv) distributing, licensing, transferring, or selling, in whole or in part, any of the Service or any derivative works thereof; (xv) encouraging any conduct that restricts or inhibits anyone’s use or enjoyment of the Service, or which, as determined by us, may harm us or Users of the Service or expose us or them to liability; and (xvi) violating, or promoting the violation of, this Agreement or any applicable federal, provincial, local, state, foreign, or international law or regulation, including any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property or legal rights (including the rights of publicity and privacy of others).

D. Accounts

You may choose to create an account that provides access to features and functions of the Service that we may establish, maintain, update, and revise from time to time and in our sole discretion.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password

secure. We encourage you to use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with your account. You must notify us immediately of any breach of security or unauthorized use of your account. Company will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing settings that are made available to you.

2. Service Availability and Our Right to Terminate

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service with or without notice and with or without cause (such as our determination that you violated or may have violated any provision of this Agreement). Upon termination of your access to the Service, you continue to be bound by Sections 3, 4, 7, and 11 through 21 (inclusive), of this Agreement. You are solely responsible for any and all costs or fees associated with mobile data usage resulting from use of the Service. You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Company shall have no liability for your interactions with other Users, or for any User’s action or inaction.

3. User Content

Some features of the Service allow Users to post content such as profile information, images, and other content or information. Any such content a User submits, displays, creates, or affirmatively chooses to make available on the Service is “User Content.” User Content does not include information collected from or about your phone or device. We claim no ownership rights over User Content created or submitted by you. The User Content you create remains yours; however, by sharing User Content through the Service, you agree to the User Content License Grant below, and to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. Company has the right (but not the obligation) in our sole discretion to remove any User Content that is shared via the Service.

You agree not to post or transmit User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that is or that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity

rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current; (ix) violates any school or other applicable policy, including those related to cheating or ethics; (x) interferes with other Users of the Service including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service and deleting or revising any content posted by another person or entity; or (xi) except where expressly permitted, post or transmit charity requests, petitions for signatures, franchise arrangements, distributorship arrangements, sales representative agency arrangements or other business opportunities (including offers of employment or contracting arrangements), club memberships, chain letters or letters relating to pyramid schemes, any advertising or promotional materials or any other solicitation of other Users to use goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose. You agree that any employment or other relationship you form or attempt to form with an employer, employee, or contractor whom you contact through areas of the Service that may be designated for that purpose is between you and that employer, employee, or contractor alone, and not with us. You may not copy or use personal identifying or business contact information about other Users without their permission. You agree, represent and warrant that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. Company reserves the right, but is not obligated, to reject and/or remove any User Content that Company believes, in our sole discretion, violates these provisions.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications for and registrations, renewals, and extensions thereof, under the laws of any state, province, country, territory, or other jurisdiction.

In connection with your User Content, you affirm, represent, and warrant the following:

A. You have the consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

B. Your User Content and Company's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights. Company takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends through the Service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Company shall not be liable for any damages you allege to have incurred from or related to User Content.

4. User Content License Grant

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Company a royalty-free, sublicensable (including via multiple tiers of sublicensing), transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and for our commercial, marketing, advertising, and other purposes.

5. Terms Specific to Mobile Software

A. Mobile Software.

As part of the Service, we make available software and/or applications designed for mobile devices ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. Company does not warrant that the Mobile Software will be compatible with your mobile device. Company hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Company account owned solely by you, for your personal use. Without limiting the general prohibitions on your actions found in the "Service Rules" above, which also apply to the Mobile Software, you may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features

that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Company may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Company or third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. Company reserves all rights not expressly granted under this Agreement. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries, or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Company Service, including the laws in your jurisdiction of residence.

B. Mobile Software from Apple App Store.

The following applies to any Mobile Software you acquire from the Apple App Store (“Apple-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and Company, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the then-current App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Company as provider of the software.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Company as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

C. Mobile Software from Google Play Store.

The following applies to any Mobile Software you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and Company only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Company, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Company's Google-Sourced Software.

6. Our Communications With You

A. Email Communications.

By providing Company your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive promotional email messages, you may opt out by unsubscribing from such email communications from Company. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

B. SMS/Text Messaging

We may offer you the option to receive recurring SMS/text messages, such as messages from members of your Mentor, Family, or Friend Group (your “Group”) or alerts related to a monitoring feature of the Service (the “Text Messaging Program”). We may also send SMS/text messages in the event of an emergency, such as detection of a significant motor vehicle collision involving a member of your Group, or if you are listed as a User’s emergency contact. By consenting to the Text Messaging Program, you agree to receive SMS/text messages to your mobile phone number provided. You certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such text messages. You acknowledge and agree that the text messages may be sent using an automatic telephone dialing system and that standard message and data rates apply. The Text Messaging Program may not be available on all carriers or compatible with all mobile phone models. We are not responsible for any delays upon sending or receiving text messages and can change the Text Messaging Program at any time. To unsubscribe from text messages at any time, reply “STOP” to any text message you receive through the Text Messaging Program. You consent that following such a request to unsubscribe to SMS/text message communications, you may receive one final text message confirming your request. You can also unsubscribe (or, after unsubscribing, resubscribe), or obtain help by emailing us at support@myimprov.com. Please keep in mind that if you opt-out of receiving text message alerts, we may not be able to contact you with important messages regarding the Service or your Group members. However, if there is an emergency or account question, we will attempt to contact you in other ways, such as by push notification or email.

7. Our Proprietary Rights

Except for your User Content, the Service and all materials, services, and information therein or transferred thereby, including, without limitation, information, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrightable subject matter, photographs, audio, videos, music, content, reports, features, functionality, design, presentation, analyses and data that is otherwise generated, collected or transmitted through the Service or Mobile Software (the “Company Content”), and all Intellectual Property Rights related thereto, are the exclusive property of Company and our licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is voluntary, and that we are free

to use the Idea for any purpose without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by our employees, or obtained from sources other than you. Company has no obligation to review, consider or implement any Idea. You agree, represent, and warrant that any Idea that you submit does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights or rights of privacy.

8. Features of the Service

The Service includes several features which may or may not be available to you depending on which features you elect and, where required, pay, or subscribe to use. Some of the Service features require Mobile Software to be installed on the devices that the features apply to. Please see below for details.

A. Location Information and Driving Event Features.

Certain features of the Service are designed to collect and share location information about you and other individuals who use the Service, and to detect and monitor driving behaviors. To access and use these features, the Service collects location, sensory, and motion data from your mobile device in order to share location information, calculate and detect driving behavior and driving events (such as speeding, hard braking, distracted driving, collisions, precise location history and movements of a motor vehicle), provide emergency response services, compile reports, and otherwise provide or facilitate the features and functionality of the Service. This data is collected when you are in a moving vehicle, even if you are not the driver. If you do not have permission from the driver to collect this information, please be sure to deactivate the location services, driver behavior and reporting and crash detection features. By using the location services, driver behavior and detection features in a motor vehicle, you represent and warrant that you are the driver, or that you have the consent of the driver, for Company to collect and use location, movement and driving behavior information from your device to provide the Services, and for other purposes as described in our Privacy Policy.

To work properly, these features require the corresponding Mobile Software to be installed on the device for which location and movement data will be provided, and require access to location, sensory and motion data from the smartphone or mobile device. These features may not work properly if the corresponding device permissions and settings allowing access to location, sensory and motion data are not properly configured or enabled. In addition, the features may not work for a variety of reasons, such as if the device that the Mobile Software is installed on is not powered on and connected to the

wireless service provider's network (e.g., it will not work if the phone is connected to a wi-fi network), if location services are turned off, if the Service is not being used or is blocked on the device, if you are making a phone call through the device, and for other reasons.

Location Information and Driving Event features are currently available in the United States only.

9. Additional Policies and Information About the Service and Service Features

This section contains additional policies and information about the Service and Service features including geographic coverage information, billing policies, and pricing and payment terms.

A. Geographic Coverage.

The Service is designed for residents of the contiguous U.S., Alaska and Hawaii. Some features of the Service may not work in areas outside the wireless service coverage area for the phone that the Mobile Software is installed on.

B. Billing Policies.

If you elect to use Subscription Features, you agree to the pricing and payment terms, and that we may update them from time to time. Company may add new features for additional fees and charges, or amend fees and charges for existing services, at any time in our sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

C. Pricing and Payment Terms

i. Subscription/access fees are payable in advance.

All subscription and access charges for the Subscription Features are payable in advance. Company is not responsible for any charges or expenses you incur resulting from charges billed by Company in accordance with this Agreement (e.g., overdrawn accounts, exceeding credit card limit, etc.). By providing a credit card number or other payment method with advance authorization features (e.g., some PayPal accounts, or in-app payments such as from third parties like Apple or Google), you authorize Company to continue charging the payment method for all charges due Company, including taxes, until your account is settled and your subscription is terminated by either you or Company. Company reserves the right to limit the number of accounts that may be charged to a credit card or other payment or identification method per unique user.

ii. Subscription accounts may have a trial period.

After initial registration of a paid membership subscription, you may be given an initial trial period. Certain Subscription Features may not be available during the trial period, at Company's sole discretion. You may cancel your account at any time during the trial. If you want to change your account type, you may do so at any time (either before or after the trial period). You are limited to one trial per person (credit card or other unique payment or identification method) for any twelve (12)-month period. If you do not cancel your account during the trial, you will be charged based on the account type you selected during registration. To cancel a subscription to a Subscription Feature at any time, send an email to support@myimprov.com.

iii. Payment methods.

Company accepts in-app payments from Apple or Google.

iv. Pricing Changes

Prices for Subscription Features may change from time to time, in Company's sole discretion. If they do, and you currently have Subscription Features, Company will provide you with notice of the change through the Service or in email to you, at Company's option or as required by applicable law, at least thirty (30) days before the change is to take effect. Your continued use of the Subscription Features after price changes become effective constitutes your agreement to pay the changed amount. If you do not agree to the new prices, please follow the instructions in the "Cancel Subscription Features or Close Your Account" section below. You (and not Company) are responsible for any charges or fees payable to third parties in connection with the Service, such as ambulances and other emergency responders.

D. No Refunds.

You may cancel your account at any time; however, except where prohibited by applicable law there are no refunds for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. Upon cancelling any Subscription Features, your subscription will be valid until your then-current paid period is completed. For clarity, if you purchase an annual subscription and cancel it two months into the year, you will not receive a refund for the remaining portion of the year but will instead enjoy the Subscription Features for the remaining ten months that you have already paid for.

E. Payment Information; Taxes.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or

other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions, or other monetary transaction interactions.

F. Battery Usage

Use of the Service or Service features that require the use of Mobile Software may use a significant amount of power from the battery of any device that the Mobile Software is installed on. You may wish to limit your use of these or other services on your device to the times when they are necessary (e.g., you may want to turn off certain Service features when you are not driving, or you may want to turn off other applications and services when you are driving), or where possible, you might wish to keep your phone plugged into a power source.

10. Cancel Subscription Features or Close Your Account

You may cancel your Subscription Features or close your account at any time. To cancel your Subscription Feature or close your account, email support@myimprov.com. If you send an email, include your name, the email address you registered with, and a phone number where you can be reached. In general, it may take up to five (5) business days to process a cancellation request.

11. No Professional Advice

If the Service provides professional information (e.g., medical or legal), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Service. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

12. Privacy

We care about the privacy of our Users. Please see our Privacy Policy for information about how we collect, use, and disclose information about you, including device data, location, sensory and motion data. You consent to the collections, uses and disclosures of your personal information for the purposes described in our Privacy Policy.

13. Copyrights and Copyright Agent

If you believe your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to our Copyright Agent:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted interest; 
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement in connection with the Service can be reached as follows:

By Email: copyrightnotice@myimprov.com

By Mail: Interactive Education Concepts, Inc.

ATTN: Copyright Notice

17328 Ventura Blvd Suite 202

Encino, CA 91316

14. Security

Company cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

15. Third-Party Links

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Company. If you use any such links, you will leave the Service. Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Service, you do so at your own risk, and you

understand that this Agreement and Company's Privacy Policy do not apply to your use of such sites. You expressly relieve Company from all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

16. Indemnity

You agree to defend, indemnify and hold harmless Company and our subsidiaries, agents/mandataries, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties herein; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content, or any User Content or other information that is submitted via your account, including any Ideas; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

17. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRIVACY, SECURITY, ACCURACY, TIMELINESS, QUALITY, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, COMPANY, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT WARRANT THAT: (i) THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE (E.G., DATA, INFORMATION, LOCATION, CRASH DETECTION OR REPORTING, EMERGENCY ASSISTANCE, ETC.) WILL BE ACCURATE, RELIABLE, ERROR-FREE OR CORRECT; (ii) THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE WILL MEET ANY PARTICULAR REQUIREMENTS; (iii) THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, TIMELY, UNINTERRUPTED OR SECURE; (iv) ANY DEFECTS OR ERRORS WILL BE

 CORRECTED; OR ~~(v)~~ (c) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT ANY INDIVIDUAL'S USE OF THE SERVICE, OR ANY PART OF THE SERVICE, CAN OR WILL PREVENT ACCIDENTS, COLLISIONS, OR ANY OTHER DRIVING-RELATED ISSUES.

COMPANY IS NOT RESPONSIBLE FOR, AND DOES NOT CONTROL, THE ACTIONS OF ANY INDIVIDUAL WITH RESPECT THE OPERATION OF ANY VEHICLE. ALL USERS OF THE SERVICE UNDERSTAND AND ACKNOWLEDGE THAT IT IS THE USER'S SOLE OBLIGATION AND RESPONSIBILITY TO DRIVE SAFELY AND IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. USE OF THE SERVICE IN ANY WAY THAT CREATES UNSAFE OR UNREASONABLE DRIVING CONDITIONS IS STRICTLY PROHIBITED.

COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, OUR AFFILIATES, AGENTSS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES FROM THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE (E.G., DATA, INFORMATION, LOCATION, CRASH DETECTION

OR REPORTING, EMERGENCY ASSISTANCE, ETC.); (II) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; AND/OR (VIII) ANY ACTION OR INACTION OF THIRD PARTIES. IN NO EVENT SHALL COMPANY, OUR AFFILIATES, AGENTS/MANDATARIES, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY USER FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY HEREUNDER IN THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (US \$100.00), WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from facilities in the United States. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

19. Governing Law and Dispute Resolution

A. Governing Law.

This Agreement is made in Los Angeles County, California and all disputes arising from this Agreement, any of its terms or provisions, or any rights or obligations of the parties to it, shall be governed by and resolved in accordance with the laws of the State of California,

notwithstanding its choice of laws provisions.



B. Dispute Resolution.

You agree that: (i) the Service shall be deemed to be solely based in Los Angeles County, California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Company, either specific or general, in jurisdictions other than Los Angeles County, California. The parties to this Agreement agree to the exclusive jurisdiction of the state or federal courts in Los Angeles County, California for resolution of any suit, claim, cause of action or litigation arising under or relating to this Agreement and waive the right to proceed in any other jurisdiction or forum.

20. Information and Feedback

If you have a question or feedback regarding the Service, please send an e-mail to support@myimprov.com. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with Company.

21. General

A. Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to the Agreement.

Company may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website or mobile application, as determined by Company in our sole discretion or as may be required by applicable law. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Company may, in our sole discretion, modify or update this Agreement from time to time and without prior notice to you (except where notice is required by applicable law), and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your

continued use of the Service after any such change constitutes your acceptance of the Agreement. If you do not agree to any of these terms or any future Agreement, do not use or access (or continue to access) the Service.

C. Entire Agreement/Severability.

This Agreement, together with any amendments and any additional agreements you may enter into with Company in connection with the Service (including all supplemental terms referenced herein and our Privacy Policy), shall constitute the entire agreement between you and Company concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

D. No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. Contact.

Please contact us support@myimprov.com with any questions regarding this Agreement.

This Agreement was last modified on May 23, 2022.

DriverZ

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