



Reach Cyber Charter School Board of Trustees

Reach Cyber Charter School

Board Meeting

Published on August 10, 2023 at 2:59 PM EDT
Amended on August 15, 2023 at 1:06 PM EDT

Date and Time

Wednesday August 16, 2023 at 9:00 AM EDT

Location

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:00 AM
A. Roll Call			
B. Call the Meeting to Order		David Taylor	
II. Consideration of Board Member Candidate			
A. Ralph Woodard		David Taylor	

Purpose Presenter Time

III. Public Comment

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

IV. Routine Business

A. Approval of Agenda David Taylor

V. Oral Reports

A. CEO's Report Jane Swan

1. School Transition Update

B. Staffing Update FYI Michael Garman

1. Staffing Update

C. Financial Report (to follow) Karen Yeselavage

VI. Consent Items

	Purpose	Presenter	Time
A.	Approval of Minutes from the July 19, 2023 Board Meeting		
B.	Approval of Staffing Report		
C.	Ratification of Lancaster-Lebanon IU13 Software Sales Purchase Order This purchase order is for the renewal of the school's Microsoft licenses which were set to expire.		
D.	Approval of Articulation Agreement with ABC Keystone This Agreement provides for a pre-apprenticeship program with Associated Builders and Contractors for Reach Cyber Charter School students.		
E.	Approval of MOU with Boys & Girls Club of Western PA The purpose of this MOU is to partner with Boys & Girls Clubs of Western PA (BGCWPA), whom has clubhouses throughout Allegheny and Somerset Counties where youth from Reach Cyber Charter School students in grades 9-12 will be able to participate in Career Mentoring or Independent Elective Study Programs, Pre-Apprenticeship or Apprenticeship programs or earn Industry Recognized Credentials.		
F.	Approval of MOU with PA Chapter Independant Electrical Contractors This MOU provides for an agreement between the Pennsylvania Chapter Independent Electrical Contractors (PA IEC) and Reach Cyber Charter School for students participating in the pre-apprenticeship program with PA IEC apprenticeship program.		
G.	Approval of MOU with L alas Salon (Nail Academy) The Nail Academy will provide a series of Virtual & in-person Beginner Acrylic Nail Classes.		
H.	Approval of MOU with Jason Phillips Realty The Jason Phillips team will develop and implement high school sessions for Reach Cyber Charter School that will teach students about real estate in the current market and how to run a real estate business.		
I.	Approval of Contract Renewal with Bryce Jordan Center		

	Purpose	Presenter	Time
	The Bryce Jordan Center (BJC), centrally located in State College, PA on the campus of Penn State University, is an ideal venue for Reach's annual High School Graduation event and our end of year in-person professional development meeting. After a successful graduation and in-person professional development meeting at the BJC in June of 2023, Reach administration is proposing we continue our agreement with BJC for these same events scheduled for June 2024.		
J.	Approval of Contract Renewal with Amplify		
	This contract provides for the renewal of the contract for a screener/toolkit that offers explicit answers for educators looking to learn about dyslexia and how to effectively screen for it to ensure students are supported as early and as effectively as possible.		
K.	Approval of Pearson Invoices for June 2023		

VII. Action Items

A.	Approval of Updates to School Immunization Policy	LeeAnn Ritchie	
B.	Approval of Purchase Order Rise Personal Gardens	Andy Gribbin	
	This PO provides for the purchase of 2,600 Personal Rise Gardens for hydroponics study. Every Rise Garden includes everything you need to become the source of your own freshly-picked ingredients in less than 30 days.		
C.	Approval of Agreement with Khanmigo	Corey Groff	
	Reach administration is proposing a 2023-2024 school year pilot of Khanmigo, Khan Academy's AI powered student and teacher assistant. Please review the attachment for additional information.		
D.	Approval of Back to School Professional Development Agreements	Corey Groff	
	Reach Administration is requesting approval for the following costs associated with our in-person back-to-school professional development event to be held this August 23rd and 24th at the Marriott Convention Center in Lancaster, PA. This is a required event for all staff, and we are excited to be kicking off the new Reach! The attached cost proposals and terms are related to event keynote speakers, technical hardware needed for session presentations, venue decor, and evening team-building activities.		
E.	Approval of Dual Enrollment Agreement with Harrisburg University	JD Smith	

Purpose Presenter Time

- F. Approval of Update to School's Bullying Policy Rachel Graver

VIII. Information Items

- A. Legislative Update Brandie Karpew

IX. Strategic Planning

- A. Approval of 2023-24 School Year Outreach Agreements Scott Stuccio

The following provides for the continuation of the agreements with the science centers located across the Commonwealth.

- B. Approval of Agreement with GoSignMeUp Scott Stuccio

GoSignMeUp is an Online Registration Management Software that will be used by Reach's Outreach Department in the execution of outreach events.

- C. Approval of Agreement with Pittsburgh Drone Service JD Smith

This agreement expands upon the existing agreement with Pittsburgh Drone Service to include middle school ages.

- D. Approval of Agreement with Westmoreland Community College JD Smith

The program will introduce students to the aspects of Healthcare from educators, students, and current employees in the Healthcare field through partnership with UPMC.

- E. Approval of Agreement with Community College of Beaver County JD Smith

The Community College of Beaver County has six Academies which include Aviation, Construction, Criminal Justice, Education, Health, and STEM. High School Academies are designed to help Juniors and Senior start specific courses in their interested pathway before graduating High School. Students will follow a prescribed pathway for the academy of their choice.

Dual Enrollment: Students can select up to two college courses each semester from the overall college schedule.

	Purpose	Presenter	Time
F.	Approval of Agreement with Media Ed Tech Institute	JD Smith	
	Podcasting & Social Media: Students will learn digital storytelling, production, and marketing.		
X.	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		
XI.	Closing Items		
A.	Adjourn Meeting		
	Adjournment and Confirmation of Next Meeting – Wednesday, September 20, 2023 at 9:00 a.m.		

Coversheet

Ralph Woodard

Section: II. Consideration of Board Member Candidate
Item: A. Ralph Woodard
Purpose:
Submitted by:
Related Material: Ralph Woodard's Resume - Updated 4.2023 (1).doc

T. Ralph Woodard, CPA, CGMA, MBA

Cell: (423) 504-4571

Email: ralph.woodard@capbluecross.com

Education

MBA (2000) - Vanderbilt University Owen School of Management - graduated 4th in class - Beta Gamma Sigma
BS degree in Accountancy (1988) - Auburn University - Beta Gamma Sigma, Beta Alpha Psi
CPA - Tennessee (1992 – 2018) & Alabama (1991 – Inactive)
CGMA (Certified Global Management Accountant)

Experience

Summary

- Chief Financial Officer (CFO) for large health insurers (Blue Cross of Idaho & Capital Blue Cross)
- President and Chairman of Idaho's largest foundation focused on health
- Treasurer & Chief Risk Officer
- Chief Accounting Officer / Controller - 12 years' experience in large companies
- MBA - learned modern management technique from executives and teachers at top 20 business school
- Internal audit - 6 years' experience in large companies
- Independent audit - three years supervisory and audit experience at international firm
- Healthcare & financial services – experience in all aspects of finance, accounting, treasury, risk management, financial reporting, procurement and internal audit

Capital Blue Cross – Harrisburg, PA (September '21 – Present)

Health insurer in central Pennsylvania with over \$5.5 billion in annual revenue and more than 800,000 insured and self-funded members

Chief Financial Officer (September '21 – Present)

Responsible for the financial operations of Capital Blue Cross and its affiliated organizations including accounting, financial reporting, actuarial, underwriting, treasury and budgeting. Drives the development and execution of financial strategies to achieve long-term objectives and ensure profitable growth and long-term financial strength. Key member of the senior executive team providing financial leadership and strategic direction. Supports the board in understanding the financial status, direction and strategy of the company.

Key achievements include:

- Key player in planning and driving significant financial improvement.
- Educated management and the board on key financial drivers of performance and established long-term operating income targets for each line of business designed to drive actions that have a meaningful impact on profitability.
- Developed a budget and long-term financial plan that reflects the corporate plan and strategy of the company.

Blue Cross of Idaho Health Service, Inc. – Meridian, ID (January '17 – September '21)

Idaho's largest and oldest health insurer serving over 50% of the state's insured and self-funded population (600,000 members and \$3.5 billion in annual revenue)

Chief Financial Officer (January '17 – Present)

Responsible for the financial operations of Blue Cross of Idaho and its affiliated organizations including accounting, financial reporting, actuarial, underwriting, treasury, procurement, budgeting, planning, enterprise risk management (ERM) and human resources. Drove the development and execution

T. Ralph Woodard, CPA, CGMA, MBA – page 2

of financial strategies to achieve long-term objectives and ensure profitable growth and long-term financial strength. Key member of the senior executive team providing financial leadership and strategic direction.

Supported the board in understanding the financial status, direction and strategy of the company. Member of the board of Blue Cross of Idaho's subsidiary Blue Cross of Idaho Care Plus. President and Chairman of the Blue Cross of Idaho Foundation for Health.

Key achievements include:

- Transformed the finance function by hiring a strong controller, creating a budgeting, planning and internal reporting function, and implementing Workday, an Enterprise Resource Planning system.
- Created the ERM function to comply with Own Risk and Solvency Requirements (ORSA).
- Developed healthcare analytics that that focused on affordability of healthcare.
- Shepherded the company to 4 years of profitability across all lines of business after years of losses.
- Tripled the size of BCI's Foundation by convincing the BCI Board to make annual contributions.
- Created the Rural Healthcare initiative focused on access to care in rural Idaho.

BlueCross BlueShield of Tennessee – Chattanooga, TN (September '03 – January '17)

The largest health benefits company in Tennessee with 3.5 million members and over \$15 billion in annual revenue

Treasurer & Chief Risk Officer (August '14 – January '17)

Responsible for ERM, investing over \$3 billion in parent and subsidiary portfolios, strategy, budgeting, forecasting, financial performance reporting, procurement, vendor management and private equity / venture capital investments. Achieved top quartile (compared to other Blue Plans) investment portfolio return for 2015, moving from 3rd quartile the year before. Created ORSA filing. Led investing in 5 private equity / venture capital funds, committing \$40 million. Enforced stronger controls around procurement spend resulting in \$10 million savings.

Chief Financial Officer - Subsidiaries of BlueCross BlueShield of Tennessee

Key financial executive and strategic advisor to boards and executive management of subsidiaries.

Vice President, Controller & Chief Accounting Officer

Ensured accurate accounting and financial reporting of the company and its subsidiaries. Responsible for financial reporting, management reporting, accounting, financial systems, payroll, accounts payable, tax and cash receipts. Led the decision to move from PeopleSoft, an on-premise enterprise resource planning (ERP) system, to WorkDay, a cloud based ERP system. Shortened the general ledger close by 50%. Significantly improved internal control, quality and scope of work while reducing headcount and cost. Directed implementation of the NAIC Model Audit Rule internal control requirements (similar to Sarbanes-Oxley section 404 requirements). Led enterprise-wide efficiency improvement and expense reduction project that resulted in an initial \$50 million reduction of expense and ongoing annual expense reductions of \$15+ million a year.

Director of Internal Audit & Information Security

Responsible for internal audit, information systems audit, claims audit, information security, business recovery, ERM, claims over payment recovery and BCBSA Member Touchpoint Measures (MTM) quality assessments reporting. Coordinated the board audit committee meetings and worked closely with the audit committee chair.

T. Ralph Woodard, CPA, CGMA, MBA – page 2

Southeast Community Capital, Inc. – Chattanooga, TN (November '01 to September '03)

Managed venture capital funds and high-risk lending pools, and provided lending and technical assistance to small businesses

Fund Manager – TennesSeed Fund (Venture Capital Fund)

Identified potential investment companies, performed valuations, due diligence procedures and developed term sheets for negotiations.

Lending Portfolio Manager – Southeast Community Capital Lending

Marketed and sold small business lending products and services, provided financial analysis with recommendations to loan committees for approval of loans, and provided CFO/COO level technical assistance services to loan recipients.

Willis Group, Ltd. (currently Willis Towers Watson) - Nashville, TN (January '93 to

November '01) *International insurance, risk-management and reinsurance brokerage firm*

Manager of Internal Audit – North and South America

Managed, trained and mentored 6 CPA's who performed operational, financial and information system audits. Worked with executive management to develop solutions for operational and control issues and increase the efficiency of operations. Performed due diligence procedures for acquisition candidates and was primary external audit contact.

Corporate Controller

Managed 12 staff that provided accounting, reporting, budgeting, forecasting, accounts payable, cash management and payroll services to 40+ departments. Restructured and consolidated corporate accounting reducing costs of the division by over 30%. Led the conversion to a new general ledger system completing the conversion on time and on budget. Shortened the general ledger closing time 63% from 8 to 3 days.

Assistant Vice President of Financial Reporting

Managed 5 financial analysts who provided analysis of financial results, forecasts and budgets to senior executives. Evaluated viability and estimated return of potential acquisitions. Redesigned department processes allowing the team to take on 25% more work without the addition of staff. Simplified the accounting process by reducing the number of expense accounts used by 50%.

Financial Analyst, Pinnacle Care Corporation - Nashville, TN (June '91 to January '93)

Pinnacle Care Corporation owned and managed long-term care facilities and provided rehabilitation services

Designed management reporting formats and developed standardized systems reports. Redesigned budget process to include participation of facility administrators promoting "buy-in and ownership" of the budget. Developed expense management worksheets, which saved over \$0.5 million from budgeted expense.

Auditor, Arthur Andersen & Co. - Birmingham, AL (July '88 to June '91)

Supervised financial audits for clients in several industries. Performed major system conversion consulting project with Andersen Consulting for large bank. Major concentrations in financial services, manufacturing, and engineering services.

Coversheet

CEO's Report

Section: V. Oral Reports
Item: A. CEO's Report
Purpose:
Submitted by:
Related Material: CEO's Board Report 8_16.docx



Reach Cyber Charter School

750 East Park Drive
Suite 204
Harrisburg, PA 17111
(717) 704-8437
reachcyber.org

To: Reach Board of Trustees

Fr: Jane Swan, CEO (Chief Executive Officer)

Re: What we have learned

Date: August 10, 2023

Reach transitioned services from Pearson this summer. Here is what we have learned.

Reach is focused on what is best for students at every turn. "It takes time to steer a cruise ship". The Reach team wants change although it is uncomfortable as we create new processes. People are learning to be comfortable with the uncomfortable. We are solution focused!

Previously, there were many unknowns, so, as we discover the unknowns it is essential to continue to discuss and communicate with increased regularity. This often surfaces as systems questions in Focus and Canvas and adjustments to technology plans including laptop distribution along with safety and security systems. Teachers and staff feel most supported during just-in-time training that includes open office hours and video guides that contain small bites of information.

Ownership increases productivity! Staff are engaged in editing and writing curriculum, creating processes, and giving input. If there is a void people step into it! Our systems are safe and secure! Leaders are truly focused on setting up students, families, and staff for success!

Along the way, as we are setting up and being trained in new systems, we find that we may not have asked enough questions of vendors. So, we are humbled and simply admit that we may have forgotten to ask a question or that it is sometimes difficult to see all the moving pieces from one view. Teamwork and culture continue to be the most crucial elements to Reach's success!

Fortunately, recruitment and retention of staff continue to be a strength for Reach! While some districts have zero applicants for English Language Arts positions, for example, we had 60! Referrals are our greatest source! Currently, however, Reach still needs Special Education teachers and substitutes. According to the Penn State Center for Education Evaluation and Policy Analysis, Research Brief 2023-6: *Exacerbating the Shortage of Teachers: Rising Teacher Attrition in Pennsylvania from 2014 to 2023* by Ed Fuller, PhD, a study on attrition, published in June, cybers have a 21% attrition rate, while Reach is at 5 or 6%!

Finally, with input from all stakeholders, Reach has updated the new mission: To improve academic growth and cultivate curiosity through integrated STEM opportunities, K-12 personal instruction, and career exploration!



Reach Cyber Charter School

750 East Park Drive
Suite 204
Harrisburg, PA 17111
(717) 704-8437
reachcyber.org

Coversheet

Staffing Update

Section: V. Oral Reports
Item: B. Staffing Update
Purpose: FYI
Submitted by:
Related Material: Board Staffing Report-August 2023.pdf
Professional_Enhancement_Update-08152023.pdf

REACH Staffing Report August 2023

23-24 School Year Budgeted Staff = 919

	Current Staff	Hires SYTD	Departures SYTD
10-month Staff	694	44	6
12-month Staff	137	5	2
Grand Total	831	49	7

Departing Employees

First Name	Last Name	Job Title	Last Day Worked
Nicole	Baskwill	Teacher – High School	7/21/2023
Erin	Wright	Administrative Assistant II	7/31/2023
Katie	Thiel	Instructional Coach	8/4/2023
Michael	LaBella	Teacher – High School	8/11/2023
Lyndsay	Rote	Teacher – High School	8/21/2023

Position Changes (23-24 School Year)

First Name	Last Name	Former Position	New Position	Compensation	Start Date
Amanda	Brown	Teacher – Middle School	Curriculum Coordinator	\$72,500	8/16/2023
Ashley	Liptak	Teacher – Middle School	Teacher – High School	\$63,070	8/16/2023
Kayla	Miller	Teacher – Special Education	EL Specialist	\$64,158	8/16/2023
Jaissa	Yahner	Teacher – Autistic Support	Child Find Specialist	\$76,500	8/16/2023
Beth	Shaffer	Teacher – Special Ed (Sub)	Teacher – Special Education	\$65,250	8/16/2023

REACH Staffing Report August 2023*23-24 School Year Budgeted Staff = 919***New Hires (23-24 School Year)**

First Name	Last Name	Job Title	Compensation	Start Date
Brent	Henry	Teacher – Special Education (HS)	\$59,000	7/25/2023
Nathaniel	Laird	Manager of Desktop Support	\$95,000	8/7/2023
Brian	Bingnear	Social Media Coordinator	\$54,000	8/14/2023
Hannah	Campbell	Teacher – Autistic Support	\$55,500	8/23/2023
Alexis	Ferchalk	Teacher – Special Education (HS)	\$51,500	8/23/2023
Erica	Cecchanecchio	Teacher – Special Education (HS)	\$57,500	8/23/2023
Kimberly	Filer	Teacher – Special Education (HS)	\$59,000	8/23/2023
Rebekah	McGonigle	Teacher – Special Education Substitute	\$50,000	8/23/2023
Angela	Lannan	Speech Language Pathologist	\$68,500	8/23/2023
Bethany	Brownlee	Speech Language Pathologist	\$64,000	8/23/2023
Mary	Watral	Occupational Therapist	\$62,500	8/23/2023
Kimberly	Sokolofsky	Board Certified Behavioral Analyst (BCBA)	\$63,500	8/23/2023
Sarah	Yoder	Mental Health Counselor	\$70,000	8/23/2023
Angela	Krantz	Mental Health Counselor	\$67,500	8/23/2023
Mary Kate	Nuccio	Paraprofessional	\$43,681	8/23/2023
Lauren	Schroepfer	School Counselor	\$58,000	8/23/2023
Laura	Murcek	Math Specialist	\$62,000	8/23/2023
Emilie	Etters	Math Specialist	\$57,000	8/23/2023
Courtney	Aurand	Math Specialist	\$62,500	8/23/2023
Kimberly	Szoszorek	STEM Teacher	\$54,000	8/23/2023

REACH Staffing Report August 2023*23-24 School Year Budgeted Staff = 919*

Zachary	Pinosky	Teacher – Substitute	\$50,000	8/23/2023
Katelyn	Carr	Teacher – Substitute	\$50,000	8/23/2023
Victorio	Fink	Teacher – Substitute	\$50,000	8/23/2023
Ashley	Benton	Teacher – Substitute	\$50,000	8/23/2023
Joe	Bomba	Teacher – Substitute	\$50,000	8/23/2023
Aubrey	Krepps	Teacher – Middle School	\$57,500	8/23/2023
Loren	Schoupe-Wright	Teacher – Middle School	\$59,000	8/23/2023
Stacy	Lindermuth	Teacher – Middle School	\$57,500	8/23/2023
Jessica	Towery	Electives – Teacher (HS)	\$51,000	8/23/2023
Hillary	Wolfe	Electives – Teacher (HS)	\$56,500	8/23/2023
Stephanie	Stevens	Electives – Teacher (HS)	\$55,500	8/23/2023
Kyle	Yasembousky	Teacher – High School	\$56,500	8/23/2023
Noah	Grube	Teacher – High School	\$53,000	8/23/2023
Richard	Koselar	Teacher – High School	\$59,000	8/23/2023
Kimberly	Muldoon	Teacher – High School	\$63,000	8/23/2023
Joseph	Scarcella	Teacher – High School	\$56,500	8/23/2023
Kelle	Unrath	Teacher – High School	\$56,810	8/23/2023
Gabrielle	Wirkheiser	Teacher – High School	\$54,500	8/23/2023
Rachel	Murphy	Teacher – High School	\$63,500	8/23/2023
Kalyn	DeLillo	Teacher – High School	\$59,000	8/23/2023
Kelly	Labuda	Family Mentor	\$55,000	8/23/2023
Leann	Moore	Speech Language Pathologist	\$67,000	9/5/2023
Daniel	Daley	Assistant Principal	\$83,000	9/25/2023
Erin	Shiffer	Teacher – Special Education (HS)	\$63,000	9/26/2023

REACH Staffing Report August 2023

23-24 School Year Budgeted Staff = 919

Kristin	Flanagan	Teacher – High School	\$62,000	8/23/2023
Gabriela	Gutierrez	School Psychologist	\$82,500	10/10/2023



Professional Enhancement Update Tier I and Tier II Payments

As part of the school’s revised Compensation System approved by the Board last year, Reach implemented a Professional Enhancement program to incentivize staff to obtain job-related certifications, Instructional II certifications and advanced degrees. These incentives are separated into two distinct tiers:

- Tier I stipends to be paid to eligible staff who earn an additional job-related certification.
- Tier II pay increase to be paid to eligible staff who earn an additional or advanced job-related degree.

The following table provides a summary of the Tier I and Tier II incentives under Professional Enhancement for 10-month staff for the period February 1, 2023, through August 15, 2023.

Incentive Type	Incentive Amount	# of Staff	Total Amount
Tier I - Additional Certification	\$1,000 Stipend	5	\$5,000
Tier I - Additional Certification	\$1,500 Stipend	3	\$4,500
Tier II - Level II Certification	\$1,000 Pay Increase	23	\$23,000
Tier II - Earned Master’s Degree	\$1,500 Pay Increase	4	\$6,000
Tier II - Earned Doctorate	\$2,500 Pay Increase	0	\$0
Total		35	\$38,500

June 14, 2023

Coversheet

Financial Report (to follow)

Section: V. Oral Reports
Item: C. Financial Report (to follow)
Purpose:
Submitted by:
Related Material: July 2023 Treas Report.pdf

Reach Cyber Charter School

Balance Sheet

July 31, 2023

ASSETS

Cash and Short Term Investments:

Cash and Money Market Funds	\$	7,377,493
Mutual Funds	\$	12,326,457
Other Cash Equivalents	\$	3,063,062
Fixed Income Treasury Bonds	\$	37,948,557

Total Cash and Short Term Investments **\$ 60,715,569**

Other Current Assets:

Local District Receivables	\$	5,513,223
Allowance for Doubtful Accounts	\$	(199,856)
Prepaid Expenses	\$	2,865,470
Other Current Receivables	\$	594,058

Total Other Current Assets **\$ 8,772,895**

Other Non-current Assets:

Security Deposit	\$	8,917
Deposit on Equipment	\$	78,967
Other Receivables	\$	702

Total Other Non-current Assets **\$ 88,586**

Fixed Assets:

Furniture	\$	105,433
Computer Hardware	\$	12,077,103
Leasehold Improvements	\$	178,090
Equipment	\$	609,109
Right to Use- Building Lease	\$	549,076
Accum Depr: Furniture	\$	(86,546)
Accum Depr:Computer Hardware	\$	(2,372,912)
Accum Depr:Leasehold Improvements	\$	(71,947)
Accum Depr: Equipment	\$	(137,534)
Accum Depr: Right to Use Building	\$	(470,637)

Net Fixed Assets **\$ 10,379,236**

Total Assets **\$ 79,956,286**

LIABILITIES

Current Liabilities:

Due to Connections Academy	\$	4,572,149
Accounts Payable	\$	820,862
Accrued Payroll, Taxes, Pension, Withholdings	\$	32,872
Due to Local Districts	\$	612,906
Operating Lease Liability- Short Term	\$	79,922
Other Current Liabilities	\$	1,617
Unearned Revenue	\$	3,963,819

Total Current Liabilities **\$ 10,084,147**

Non-Current Liabilities:

Other Non-Current Liabilities	\$	156,963
-------------------------------	----	---------

Total Liabilities **\$ 10,241,110**

FUND BALANCE

Invested in Capital	\$	10,379,236
Reserved Fund Balance	\$	40,087,966
Undesignated Fund Balance	\$	19,247,974

Ending Fund Balance **\$ 69,715,176**

Total Liabilities and Fund Balance **\$ 79,956,286**

**Reach Cyber Charter School
Revenue and Expense Statement- Budget to Actual
2023-2024 Year to Date as of 7/31/23**

	July 2023	Year to Date FYE 6/30/24	2023/2024 Approved Budget
Revenues:			
Function 6000- Local Sources	\$ 646,440	\$ 646,440	\$ 140,426,615
Function 7000- State Sources	\$ -	\$ -	\$ 147,500
Function 8000- Federal Sources	\$ 6,195	\$ 6,195	\$ 15,543,798
TOTAL REVENUES	\$ 652,635	\$ 652,635	\$ 156,117,913
Expenditures:			
Function 1000- Instructional Programs			
100- Salaries	\$ 132,116	\$ 132,116	\$ 40,705,453
200- Employee Benefits	\$ 36,067	\$ 36,067	\$ 12,069,167
300- Purchased Professional and Tech Svcs (Note 1)	\$ 283,581	\$ 283,581	\$ 7,536,000
400- Purchased Property Services	\$ 28,875	\$ 28,875	\$ 315,000
500- Other Purchased Services	\$ 234,085	\$ 234,085	\$ 6,233,000
600- Supplies	\$ 172,138	\$ 172,138	\$ 10,359,000
700- Property	\$ -	\$ -	\$ 55,000
800- Dues, Fees, Other	\$ 1,026	\$ 1,026	\$ 1,500
Subtotal 1000- Instructional Programs	<u>\$ 887,888</u>	<u>\$ 887,888</u>	<u>\$ 77,274,120</u>
Function 2000- Support Services			
100- Salaries	\$ 873,253	\$ 873,253	\$ 23,241,101
200- Employee Benefits	\$ 227,378	\$ 227,378	\$ 6,890,986
300- Purchased Professional and Tech Svcs (Note)	\$ 55,169	\$ 55,169	\$ 1,876,375
400- Purchased Property Services (Note)	\$ 42,671	\$ 42,671	\$ 867,994
500- Other Purchased Services	\$ 521,706	\$ 521,706	\$ 2,924,614
600- Supplies	\$ 90,479	\$ 90,479	\$ 2,900,250
700- Property	\$ 361,079	\$ 361,079	\$ -
800- Dues, Fees, Other	\$ 25,017	\$ 25,017	\$ 143,125
Subtotal 2000- Support Services	<u>\$ 2,196,752</u>	<u>\$ 2,196,752</u>	<u>\$ 38,844,445</u>
Function 3000- Non Instructional/ Community Services			
100- Salaries	\$ 22,594	\$ 22,594	\$ 5,907,466
200- Employee Benefits	\$ 6,234	\$ 6,234	\$ 1,751,564
300- Purchased Professional and Tech Svcs (Note)	\$ 1,500	\$ 1,500	\$ 45,000
400- Purchased Property Services	\$ -	\$ -	\$ 186,000
500- Other Purchased Services	\$ 1,164	\$ 1,164	\$ 42,500
600- Supplies	\$ 119,521	\$ 119,521	\$ 4,699,000
800- Dues, Fees, Other	\$ 648	\$ 648	\$ 265,000
Subtotal 3000- Non Instructional/ Community Services	<u>\$ 151,661</u>	<u>\$ 151,661</u>	<u>\$ 12,896,530</u>
TOTAL EXPENDITURES	\$ 3,236,301	\$ 3,236,301	\$ 129,015,095
NET INCREASE/ (DECREASE)	\$ (2,583,666)	\$ (2,583,666)	\$ 27,102,818
Beginning Fund Balance (unaudited)		\$ 72,298,842	
ENDING FUND BALANCE		<u>\$ 69,715,176</u>	

Reach Cyber Charter School

July 2023- Checks and ACH Disbursements greater than or equal to \$20,000

Date	Payee	Document no.	Amount	Description
7/5/2023	V0609--Barton Gilman LLP	3954	\$ 25,880.00	Legal Services
7/5/2023	V1159--Pennsylvania State University	3958	\$ 59,576.15	End of Year Professional Development/ Graduation
7/5/2023	V0160--Marsh & McLennan Agency LLC	31312730000848	\$ 586,880.00	Insurance Package- Workers' Comp, Liability, Umbrella
7/5/2023	V1055--VERIS Benefits Consortium, LLC		\$ 752,429.30	Health Insurance
7/6/2023	V0773--Logistics Plus, Inc.	31312730000852	\$ 29,272.96	Materials storage, order processing, shipping
7/6/2023	V0369--UKG Inc.	31312730000853	\$ 73,638.00	Ultipro Core HR/Payroll Quarterly Subscription
7/11/2023	V0897--GDC IT Solutions	3962	\$ 23,572.80	Viewsonic 24" Full HD Monitors
7/12/2023	V0828--IXL Learning	31312730000856	\$ 93,000.00	Site Licence Grades 3-12 for 6,000 students
7/21/2023	V1122--Crane Communications, Inc.	31312730000859	\$ 85,875.00	Web Sit Launch Support, Digital Media Campaign
7/21/2023	V1122--Crane Communications, Inc.	31312730000861	\$ 142,010.00	Broadcast TV Campaign, Digital Media Campaign
7/25/2023	V0023--Connecting the Pieces, LLC	3973	\$ 41,926.00	Special Education Related Services May 2023
7/25/2023	V0943--Focus Holdings LLC	3980	\$ 63,125.00	Focus/SIS Annual Subscription
7/25/2023	V0660--Hummelstown Print House	3974	\$ 108,983.10	Branded clothing for students and staff
7/25/2023	V1058--Accelerate Education Incorporated	3971	\$ 1,460,588.00	K-5 grade level workbooks, materials
7/26/2023	V1075--Procare Therapy	31312730000864	\$ 22,500.00	Direct hire fee
7/26/2023	V0902--Classwork Co, DBA Classkick	3982	\$ 29,999.00	Classkick Pro Annual Subscription
7/26/2023	V0985--Edmentum, Inc	31312730000862	\$ 355,750.00	Courseware Library 23/24 school year
7/27/2023	V0960--ESE Solutions, LLC	3985	\$ 35,860.00	Brolly Software Subscription 23/24 school year

Coversheet

Approval of Minutes from the July 19, 2023 Board Meeting

Section: VI. Consent Items
Item: A. Approval of Minutes from the July 19, 2023 Board Meeting
Purpose:
Submitted by:
Related Material: 2023_07_19_board_meeting_minutes.pdf



Reach Cyber Charter School Board of Trustees

Minutes

Reach Cyber Charter School

Board Meeting

Date and Time

Wednesday July 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), Leigh Kraemer-Naser (remote), Marcella Arline (remote), Matthew Ryan (remote), Paul Donecker (remote)

Trustees Absent

Gail Hawkins Bush

Guests Present

Brandie Karpew, Corey Groff, Danielle Marsicano (remote), Gregory McCurdy, JD Smith, Jane Swan, Karen Yeselavage, Kelly McConnell, LeeAnn Ritchie, Michael Garman, Patricia Hennessy (remote), Rachel Graver, Scott Stuccio

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 Board of Trustees to order on Wednesday Jul 19, 2023 at 9:01 AM.

II. Public Comment

A. Comments from the Public

There were no items from the public at this time.

III. Routine Business

A. Approval of Agenda

David Taylor, Board President, asked the board to review the agenda distributed prior to the meeting. There were no requested changes to the agenda.

Paul Donecker made a motion to approve the agenda.

Matthew Ryan seconded the motion.

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

IV. Oral Reports

A. CEO's Report

Jane Swan, Chief Executive Officer, discussed the recent summer meeting for parents. The event was highly attended.

She also shared that all summer school students have now received their new computers. Computers for students attending in the fall will be sent later.

Ms. Swan asked Rachel Graver, Chief Operating Officer, if she would like to share updates about the school's transition from Pearson. Mrs. Graver said that the transition has been a learning process but has in general gone well.

B. Staffing Update

Michael Garman, Director of Human Resources, shared that the new budget authorized a complement of 919 positions.

He also reviewed current staffing levels with the Board highlighting the 812 current staff members and 82% of staff who are 10-month staff.

In the month of July, Reach has hired 25 new employees and 2 have departed.

C. Financial Report

Director of Finance, Karen 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.

V. Consent Items

A. Approval of Consent Items

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 the June 21, 2023 Board Meeting
- Approval of Staffing Report
- Approval of Invoice from Devine Partners
- Approval of Addendum to Agreement with Devine Partners

Marcella Arline made a motion to approve the Consent Items and the minutes from Reach Cyber Charter School on 06-21-23.

Matthew Ryan seconded the motion.

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

VI. Action Items

A. Approval of Updates to Board Policies

Brandie Karpew, Board and Legislative Liaison, requested approval of updates made to current board policies. The changes to the policies included no substantial changes, simply reformatting and removing references to Connections Academy.

Marcella Arline made a motion to approve the updated policies.

Matthew Ryan seconded the motion.

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

B. Approval of CSI Plan for 2023-24

Kelly McConnell, Director of Data and Assessment, presented details in the plan as seen in the Board packet.

She reviewed the focus areas and their effect on success for all students. She also discussed benchmark assessments as well as areas of focus in math and ELA instruction.

Matthew Ryan made a motion to approve the CSI Plan.

Paul Donecker seconded the motion.

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

C.

Approval of Contract with Onbe

Mrs. Yeselavage shared information about this is contract for our Student Technology Reimbursement program to subsidize the costs of Internet service and printer cartridge replacement for students.

Anthony Alexander made a motion to approve the contract with Onbe.

Paul Donecker seconded the motion.

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

D. Approval of Amended 2023-24 School Calendar

Mrs. Graver shared recent changes made to the 2023-24 school year calendar. Changes include moving the last day of school to June 5, and graduation to June 6.

Marcella Arline made a motion to approve the amended school calendar.

Paul Donecker seconded the motion.

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

E. Approval of 2023-24 Insurance Package Proposal

Mrs. Yeselavage shared the package proposal for the school's insurance policy for the 2023-24 year.

Marcella Arline made a motion to approve the proposal.

Anthony Alexander seconded the motion.

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

F. Approval of Corrections made to 2023-24 Budget

Mrs. Yeselavage explained that corrections were made to the existing 2023-24 budget due to a formula error in Excel.

Marcella Arline made a motion to approve the corrections to the budget.

Leigh Kraemer-Naser seconded the motion.

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

VII. Information Items

A. Reviewal of School Goal Summary 2022-23

Dr. McConnell provided a status update on the school's 2023-23 goals.

B. Legislative Update

Ms. Karpew shared an update on recent government affairs. She specifically highlighted the state budget impasse and the status of HB 1422.

VIII. Executive Session

A. Executive Session (A)

The Board entered into an Executive Session at 10:05 a.m. upon a motion being

made, seconded and confirmed via roll call vote of all Board members present.

The Board cited the following for entering into the Executive Session: Pursuant to 65 Pa. C.S. §§ 708(a)

(1) – to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee 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.

Board members present were: David Taylor, Paul Donecker, Marcella Arline, Matt Ryan, and Anthony Alexander.

Guests present at the request of the Board were: Pat Hennessey, Jane Swan, and Brandie Karpew. All others left the meeting at this time.

No action was taken during Executive Session.

There being no further discussion and upon a motion being made, seconded and confirmed via roll call vote of all Board members present, the Board resumed Open Session at 10:25 a.m.

IX. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:25 AM.

Respectfully Submitted,
Brandie Karpew

Coversheet

Ratification of Lancaster-Lebanon IU13 Software Sales Purchase Order

Section: VI. Consent Items
Item: C. Ratification of Lancaster-Lebanon IU13 Software Sales Purchase Order
Purpose:
Submitted by:
Related Material: Quote - iu13_23-24SchoolYear (1).pdf



Account: **C4287**

Customer: Reach Cyber Charter School

750 E Park Drive

Harrisburg , PA 17111

SShedd@ReachCyber.org

Renewal Group: August - Year: 5

Status: Quote

PO Number: RCCS23-24

Date: 07/14/2023

Enrollment Number: **8989728**

Order# **7042**

Teachers FT: 600

Teachers PT: 0

Admin FT: 325

Admin PT: 0

Students: 7400

FTE: 925

Total Users: 925

<u>Package</u>	<u>SKU</u>	<u>Product Name</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Ext Price</u>
Package B	HAF-00005	Core Server Platform (Faculty)	925	\$2.35	\$2,173.75
Package B	HAF-00003	Core Server Platform LicSA Pk MVL (student)	7400	\$2.30	\$17,020.00
Package B	AAA-10732	Enterprise Mobility + Security E3	0	\$12.80	\$0.00
Package B	AAA-73004	M365 A3	925	\$56.30	\$52,077.50
Package B	AAA-72989-S	Microsoft Defender for Endpoint for Students (MS Defender ATP)	7400	\$15.50	\$114,700.00

Total: \$185,971.25

Coversheet

Approval of Articulation Agreement with ABC Keystone

Section: VI. Consent Items
Item: D. Approval of Articulation Agreement with ABC Keystone
Purpose:
Submitted by:
Related Material: ABC Keystone - DOC072623-07262023142811.pdf

ARTICULATION AGREEMENT

Parties

Associated Builders and Contractors, Keystone Chapter
Reach Cyber Charter School

Trades

Assembler, Metal Buildings
Carpentry
Construction Craft Labor
Electrical

Heavy Equipment Operator
HVAC
Masonry
Pipefitting

Plumbing
Sheet Metal
Other trades may be added

Terminology

NCCER – National Center for Construction Education and Research.

Curriculum – NCCER curriculum developed by NCCER and published by Pearson.

OJT – On-the-job training hours. Earned only while doing actual work outside of the classroom.

Program Oversight

- Reach Cyber Charter School shall have one designated liaison responsible for facilitating this agreement with ABC Keystone.

Record Keeping/Other

- Students will be required to complete and submit a Pre-Apprenticeship Agreement as required by the PA Department of Labor & Industry.

Advancement in Keystone ABC Apprenticeship Program

Criteria for Reach Cyber Charter School graduates and pre-apprenticeship participants to come into the ABC Keystone registered apprenticeship program at a different level than the beginning will be dependent on the following:

- A. Requirements to Articulate into Level I of the ABC Keystone registered apprenticeship program
- A transcript will be submitted by Reach Cyber Charter School to ABC Keystone.
 - Students applying for the ABC Keystone registered apprentice program will be asked to submit a letter of reference from their program instructor.
 - Students must take all module written tests, with score of 70% or higher.
 - Students must pass all module performance tests.
 - Equivalent instruction and testing from multiple curricula are acceptable, conditioned on covering the same knowledge and skill proficiencies/competencies.
 - Any student desiring to advance beyond level one will be afforded the opportunity to test out utilizing ABC Keystone's standard test-out procedure.
 - To qualify for advancement to a higher level of the Keystone ABC academic program, the student must maintain a 95% attendance record during his/her attendance at Reach Cyber Charter School. (Exceptions will be made for extenuating circumstances)
- B. OJT Hours

- Students may earn OJT hours while working on projects outside the classroom and while on co-op jobs, if applicable.

Cindy DeWire

Date: *7/26/23*

Cindy DeWire, Director of Apprenticeship
ABC Keystone Apprenticeship and Training Trust

Date: _____

Reach Cyber Charter School

Coversheet

Approval of MOU with Boys & Girls Club of Western PA

Section: VI. Consent Items
Item: E. Approval of MOU with Boys & Girls Club of Western PA
Purpose:
Submitted by:
Related Material: BGCWPA_CYBER REACH MOU 2023_2024.docx.pdf



Memorandum of Understanding

[Memorandum of Understanding](#) for the partnership with Boys & Girls Clubs of Western Pennsylvania.

Effective start date: 9-1-2023

Effective end Date: 8-31-2024

[Partnering Organization:](#)

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

[Lead Organization:](#)

Boys & Girls Clubs of Western
Pennsylvania
317 East Carson Street
West Tower Suite 238
Pittsburgh, PA, 15219

This Memorandum of Understanding (MOU) is made and entered into by Boys & Girls Clubs of Western Pennsylvania (BGCWPA) and Reach Cyber Charter School. The entities listed above may collectively be referred to as the parties to this MOU.

I. PURPOSE:

The purpose of this MOU is to partner with Boys & Girls Clubs of Western PA (BGCWPA), whom has clubhouses throughout Allegheny and Somerset Counties where youth from Reach Cyber Charter School students in grades 9-12 will be able to participate in Career Mentoring or Independent Elective Study Programs, Pre-Apprenticeship or Apprenticeship programs or earn Industry Recognized Credentials.

The details of each of these offerings can be found in *Attachment A*.

The start-date for these electives will take place no earlier than September 5, 2023 and will take place virtually or in-person, facilitated by Boys & Girls Clubs Staff, each course will be led by an instructor whom students will directly report to; all instructors have Act 33, Act 34, FBI and NSOR clearances.

Reach Cyber Charter School will assist with the marketing distribution of the program. The Drop/Add time period will be up until the 1st day of classes. If a student cancels after the 1st day of class, there can be no refund. All invoicing will occur after the 1st week of classes/program.



Reach Cyber Charter School will identify students for the program with a maximum of 10 students per program (up to 15 for the Teen Outreach Program) per session semester, and will provide a list of students and any relevant paperwork for the BGCWPA Program Manager to fill out showing course completion. A minimum of 5 students is needed to run any of the programs, exclusive of internships.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The parties agree that it is to their mutual benefit and interest to work cooperatively to provide youth the Career Mentoring or Independent Elective Study Programs, Pre-Apprenticeship or Apprenticeship programs or earn Industry Recognized Credentials.

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

Reach Cyber Charter School and BGCWPA will both be active partners in communicating about programs with BGCWPA being the lead organization, and Reach Cyber Charter School being the partnering organization.

In regards to the Independent Study Elective Program for students grades 9-12, **Boys & Girls Clubs of Western Pennsylvania** will provide:

- BGCWPA will employ qualified team members to work alongside youth for the duration of the program and maintain their files for BGCA compliance.
- BGCWPA will have planned programming that aligns to program goals and objectives for each course.
- BGCWPA will create the session in our ACTIVE database that allows Reach Cyber Charter School youth to enroll into the program electronically, where applicable.
- BGCWPA will share Attendance, participation and assessment results to Reach Cyber Charter School

In regards to the Program, Reach Cyber Charter School will be responsible for:

- Reach Cyber Charter School will assist in the marketing distribution to the Reach Cyber Charter School students/families to allow enrollments.
- Reach Cyber Charter School will share appropriate contact information for enrolled students



**BOYS & GIRLS CLUBS
OF WESTERN PENNSYLVANIA**

- Submit payment for all services/programs provided within 30 days of receiving an invoice. Payments may be submitted via ACH or sent to:

317 East Carson Street

West Tower, Suite 238

Pittsburgh, PA 15219

Program offerings and pricing included in Attachment A. Please note that we will likely offer Advanced AIPI courses for the Spring Semester.

III. INSURANCE

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

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



BOYS & GIRLS CLUBS
OF WESTERN PENNSYLVANIA

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

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

(Representative Name)

Reach Cyber Charter School

Date

Christopher Watts, President & CEO

Boys & Girls Clubs of Western Pennsylvania

Date



**BOYS & GIRLS CLUBS
OF WESTERN PENNSYLVANIA**

**CAREER WORKS PROGRAMMING OPTIONS 2023/2024
ATTACHMENT A**

Program	Description	Cost/Options
INDUSTRY RECOGNIZED CREDENTIALS		
<p><u>National Retail Federation Foundation RISE Up Certification</u></p> <p>Reach Cyber Charter School Industry Based Learning Experience: Independent Study *Certification</p> <p>Reach Cyber Charter School Career Pathway(s): Management</p>	<p>RISE Up is a training and credentials program designed to prepare learners for a career in retail, as well as to promote the idea of a career in retail. Retail Industry Fundamentals highlights the possibilities of a career in retail, helps to get learners excited about the career possibilities, and gives them the confidence needed to apply for and get their first retail position.</p> <ul style="list-style-type: none"> • 10-12 hours • Each class a BGCWPA Career Coach will introduce one of the modules, there are self-paced lessons and an exam 	<p>\$800 per student</p> <p>Fall and Spring Semesters</p>
PRE-APPRENTICESHIPS		
Program	Description	Cost/Options
<p><u>Artificial Intelligence Pathways Institute - Activation Program (VIRTUAL)</u></p> <p>Reach Cyber Charter School Career Pathway(s): Information Technology; STEM</p>	<p>Students will explore the basics of AI, debating the intricacies of living with AI in our complex human society, tinkering with understanding how Artificial Intelligence is used through fun hands-on projects, touring AI rich industries, and designing and creating AI projects that allow us to impact our society. Students will walk away with valuable experiences including local technology company virtual visits and mentoring and a certificate from Carnegie Mellon's Robotics Academy (CMRA) for students who meet all project requirements.</p> <ul style="list-style-type: none"> • 12 Sessions (1.5 hours each) 	<p>\$1500 per student</p>
INTERNSHIPS		
<p><u>In-person internships (unpaid)</u></p> <p>Reach Cyber Charter School Industry Based Learning Experience: Independent Study</p> <p>Reach Cyber Charter School Career Pathway(s): Arts & Communication; Business, Management & Administration; Human Services; Information Technology; STEM</p>	<p>Internships will be determined on a case by case basis based on staff mentors available in each department and students completing all onboarding and paperwork requirements, including obtaining all clearances and completing mandated reporter training. Youth can choose from the following internship options:</p> <ul style="list-style-type: none"> • Becoming trained to be a junior staff and build leadership skills by shadowing a BGCWPA staff member in one of our after-school, summer day camp or specialty camp programs. <ul style="list-style-type: none"> ○ This may also include customer service, clerical and office management skill development. 	<p>\$800 per student per unpaid internship per semester</p>



**BOYS & GIRLS CLUBS
OF WESTERN PENNSYLVANIA**

	<ul style="list-style-type: none"> • Possible internship opportunities in marketing, finance and operations. • Applying and being selected to be placed in a corporate internship experience at one of our partner sites. <p>All experiences include, leadership development curriculum, mentorship experiences that focus on building self identity and an internship portfolio, and project-based learning. Internships are designed for 5-8 hours per week per semester.</p> <ul style="list-style-type: none"> • Act 33, Act 34, FBI Fingerprinting and NSOR clearances required 	
<p><u>Professional Pathways - Pre Internship and Paid Internship</u></p>	<p>Students will be hired as employees of BGCWPA and will work on a variety of projects for a collection of industry partners who have agreed to work with BGCWPA. Students should expect to be formed into small teams and given a chance to work on projects such as:</p> <ul style="list-style-type: none"> • Testing a technical course which is aimed at high school students and providing input and feedback to its authors, or assisting in making the course better • Exploring “big data” as gathered by the partner company and identifying patterns which may help to shape some of the decision making at the partner • Building a prototype project for which the company is unable to dedicated existing resources <p>Mentorship and project management will be provided by both BGCWPA staff as well as the partner companies. Students should expect the process outlined below. (There will be some variance from one project to the next.)</p> <ul style="list-style-type: none"> • Participate in a pre-internship program which will take place from late November until late December. <ul style="list-style-type: none"> ○ This will involve approximately 2 hours/week. ○ Program will help students to form into teams and be ready to perform well at the project which is the best fit for them. ○ Students will be expected to demonstrate their reliability and commitment to the program at this time. • Beginning in January, meet with BGCWPA mentors and their company points of contact in order to begin the internship itself. <ul style="list-style-type: none"> ○ Meetings will likely be 1-2 times/week for all teams. 	<p>\$800 per student (pre-internship cost)</p> <p>There is no additional cost for students participating in the paid internship program after completing the pre-internship program.</p>



**BOYS & GIRLS CLUBS
OF WESTERN PENNSYLVANIA**

	<ul style="list-style-type: none"> ○ Meetings will happen at times which work the best for the most people on the team, and will happen virtually or in person, according to availability. ○ Students should expect to be working and/or meeting on their own in addition to these times, up to 10 hours/week. ● Students will be paid by BGCWPA for their work on projects. <ul style="list-style-type: none"> ○ Students will clock in and out in our Employee Payroll system ADP ○ Students will provide detailed logs of what work they accomplished during their working hours. 	
Program	Description	Cost/Options
CAREER MENTORING		
<p><u>MyFuture Digital Badges</u></p> <p>Reach Cyber Charter School Industry Based Learning Experience: Career Mentoring, Job Shadowing</p> <p>Reach Cyber Charter School Career Pathway(s): Communication, Business; Human Services; Information Technology; STEM</p>	<p>MyFuture is BGCA's mobile-friendly web platform with access to over 325+ Boys & Girls Club program activities in 14 program areas such as STEM, leadership and the arts. With MyFuture, kids and teens can learn new skills, connect with their friends, and earn recognition and rewards in a safe and fun online environment.</p> <ul style="list-style-type: none"> ● More than 325+ virtual activities from online safety to healthy eating choices, from the national office and local Clubs. ● Activities include Roadmap to Careers, DIY STEM, I am a Leader, Youth for Change ● Search Activities by program areas and/or age groups ● A recognition program with badging, pre-designed certificates, and a rewards system where members can unlock new avatars ● Mobile-friendly interface 	<p>\$400 per student, per semester</p> <p>Asynchronous, unlimited access</p>
<p><u>Teen Outreach Program</u></p>	<p>The Teen Outreach Program (TOP) is a teen education program that aims to build teens' skills, strengthen their relationships, and guide them in developing a positive sense of self through youth-focused sessions, service learning and supportive relationships with adults.</p> <ul style="list-style-type: none"> ● Evidence-based curriculum, customized to meet the needs of the students, include career mentoring and development. ● Students will learn about themselves, build their skills and connect with others, including their community. ● Service Learning Component ● Weekly sessions, in-person or virtual ● Includes incentives and end-of program celebration 	<p>\$1250 per student, 16 sessions (semester-based curriculum)</p> <p>\$1750 per student, 25 sessions, (full-curriculum)</p> <p>Facilitator-led, virtual in in-person options</p> <p>Up to 15 students per TOP Club</p>



**BOYS & GIRLS CLUBS
OF WESTERN PENNSYLVANIA**

<p><u>Career Captures</u></p> <p>Reach Cyber Charter School Industry Based Learning Experience: Career Mentoring, Job Shadowing</p> <p>Reach Cyber Charter School Career Pathway(s): Arts & Communication; Business, Management & Administration; Human Services; Information Technology; STEM</p>	<p>Professionals engage youth through casual presentations about their lives and career journeys, including how they got to where they are today, career advice, and life lessons, including time for Q&A and networking. Students are exposed to careers in a variety of fields, practice their personal and professional development skills through live professional interaction, and understand the importance of taking an active approach to designing their futures.</p> <ul style="list-style-type: none"> • 1.5 hours x 4 sessions = 6 hours total • Companies include: Accenture; ADP, Human Resources; Allegheny County Bar Association Young Lawyers Division; Comcast; Community College of Allegheny County; DataBank; Dollar Bank, Diversity, Inclusion, Equity; FedEx; Gateway Health (Highmark Wholecare); Hefren-Tillotson; NVidia; PA Chamber of Business and Industry; PITT OHIO; Point Park University; PPG Industries; U.S. Steel Workers; United Way Worldwide; UPS; as well as numerous Individual Entrepreneurs 	<p>\$400 per student</p>
<p><u>B-Unbound Career Mentoring</u></p> <p>Reach Cyber Charter School Industry Based Learning Experience: Career Mentoring, Independent Study</p> <p>Reach Cyber Charter School Career Pathway(s): Any</p>	<p>BGCWPA & B-Unbound connects teens and young adults with advisors who are rooted in their communities within trusted organizations. Starting with interests, participants use B-Unbound to find Supportive Adults Mentors and peers who share their interests and expand their network of opportunities to include specialized professional internships in their chosen career path (see in-person internship as above).</p> <ul style="list-style-type: none"> • Youth will meet virtually with their mentor 2-3 times per month. • If mentor is local, job shadowing opportunities may be available • Coincides with our 10 session Career Development and Mentoring Curriculum taught by our Career Coach • Minimum of 5 students needed for program 	<p>\$1000 per student, per semester support services fee to support location of mentors and facilitate the relationship in safe and productive ways; includes the 10 session curriculum</p>

Coversheet

Approval of MOU with PA Chapter Independant Electrical Contractors

Section: VI. Consent Items
Item: F. Approval of MOU with PA Chapter Independant Electrical Contractors
Purpose:
Submitted by:
Related Material: IEC - Updated MOU Reach 23-24.pdf

Memorandum of Understanding

Between

Pennsylvania Chapter Independent Electrical Contractors (IEC)

and

Reach Cyber Charter School

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Pennsylvania Chapter Independent Electrical Contractors (PA IEC) and Reach Cyber Charter School (reach) for students participating in the pre-apprenticeship program with PA IEC apprenticeship program.

Background

This partnership is important as Reach continues to work with youth throughout the state of Pennsylvania to show them a pathway to apprenticeship.

Purpose

This MOU will outline the expectations of both parties during the 23-24 school year.

The above goals will be accomplished by undertaking the following activities:

- Reach will select students to participate in the pre-apprenticeship program and work with PA IEC to have all necessary paperwork and information submitted
- Each student must complete the entire pre-apprenticeship program with a 70% or higher in order to qualify for bonus ranking points during our open enrollment for the PA IEC apprenticeship program and must obtain a completion certificate.
- Reach will be responsible for all fees associated with the pre-apprenticeship program
- PA IEC will be responsible for providing information on grades, curriculum, and expectations associated with the program. PA IEC will also provide Charter information on the open enrollment process for the apprenticeship program.
- Reach will be responsible for oversight of each student as it pertains to completion of materials.
- Applicants who obtain a completion certificate with a 70% or higher will receive 10 bonus points in PA IEC's apprenticeship application and qualification process.

Reporting

Should the pre-apprentices not obtain a passing grade of at least 70%, they will not receive bonus points in the apprenticeship application process.

Funding

This MOU is not a commitment of funding. Tuition of \$1300 shall be billed in two installments and due prior to the start of each semester. For those attempting to qualify for the apprenticeship program following completion of the pre-apprenticeship program, a \$100 application fee is required during the application process for PA IEC. Additional funds may be available through the workforce investment board but obtaining those shall be solely the responsibility of Reach and/or the student.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from PA IEC and Reach. This MOU shall become effective upon signature by the authorized officials from the listed partners and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from PA IEC and Reach this MOU shall end on May 31, 2024.

Contact Information

IEC Pennsylvania
Marissa Bankert
Executive Director
8 Long Ln, Ste. B Mechanicsburg, PA 17050
717-697-7553
execdir@iecpennsylvania.org

Reach Cyber Charter School
750 East Park Drive Suite 204
Harrisburg, PA 17111
717-745-5092

_____ Date:
(Partner signature)
Marissa Bankert, IEC Pennsylvania, Executive Director

_____ Date:
(Partner signature)
Reach Cyber Charter School

Coversheet

Approval of MOU with Lalas Salon (Nail Academy)

Section: VI. Consent Items
Item: G. Approval of MOU with Lalas Salon (Nail Academy)
Purpose:
Submitted by:
Related Material: Memorandum-of-Understanding-Template-.pdf

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _____.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to _____ (Arbitration/mediation/negotiation) (Circle one) in accordance with, and subject to the laws of, _____.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one Party's negligence or breach.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:


Reach Cyber Charter School

Name: Jane Swan, CEO

Signature: _____

Date: _____

Name: __Lauren Long_____

Signature:  _____

Date: __7-18-23_____

Coversheet

Approval of MOU with Jason Phillips Realty

Section: VI. Consent Items
Item: H. Approval of MOU with Jason Phillips Realty
Purpose:
Submitted by:
Related Material: MOU Real Estate & Reach CCS.pdf

This **Memorandum of Understanding** (MOU) is entered into as of August 4, 2023, by and between:

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

and

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

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

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

I. Purpose & Objective

1. In furtherance of public interest and with the aim of improving the knowledge of a professional career in Real Estate, The Jason Phillips Team, which is a professional real estate company, will develop, implement, and may appoint other licensed real estate agents, to facilitate sessions for high school students at Reach Cyber Charter School.
2. The purpose of this program is to increase high school knowledge of real estate in the current market and to increase knowledge on how to run a real estate business.
3. Reach Cyber Charter School will assist with the marketing distribution of the program, will identify students for the program, and will provide a list of students, parents' names, addresses, and phone numbers of all students enrolled in the program.
4. The start date for the mentorship will take place on Wednesday, October 4, 2023, for Fall and Wednesday, February 21, 2024, for Spring, and it will take place virtually via Zoom.
5. In-person session dates will be near the middle to the closure of the program, specific dates are to be determined.
6. Each session is an 8-week program and that will meet weekly on Wednesdays.

II. Program Overview: Real Estate 101 & Real Estate 201

1. Real Estate 101 is an after-school program geared toward educating students about a career in the Real Estate industry as a realtor. Students will gain information about the responsibilities of a real estate agent during a transaction, such as buying and selling a home for the clients they represent. Students will be given basic information that will ultimately assist them in deciding if a career as a real estate agent is for them. Real Estate 201 is a continuation of the 101 program. It will focus on establishing and managing your business.
2. Career projection: Overall employment of real estate brokers and sales agents is projected to grow 5 percent from 2022 to 2031, about as fast as the average for all occupations.
3. About 54,800 openings for real estate brokers and sales agents are projected each year, on average, over the decade. Many of those openings are expected

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

III. Program Goals

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

IV. Session Overview: 101

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

Session Overview: 201

1. Week One) Contact management- Choosing the right contact management system.
2. Week Two) Branding and marketing- The look and statement of your business, what you represent.
3. Week Three) Training - Identify how you will get the needed training. Broker, off site seminars/classes, online courses.
4. Week Four) Accountability- Who is checking you? Team, mentor, program.
5. Week Five) Social Media- Create a natural presence and platform with a message
6. Week Six) Location- Become a known leader in your community for your services.
7. Week Seven) Network- Reach clients, target your market and identify events of common interest.
8. Week Eight) Follow up- Stay in contact with your people, create a system.

V. Term & Structure

1. The 101 program will offer 8 (1 hour) virtual sessions and 2 (2-3-hour) in-person sessions. The 201 program will offer 8 (1 hour) virtual sessions and 4 (2-3-hour) in-person sessions. Dates will be shared as they are scheduled.
2. Virtual structure: Each student will log in via the zoom link provided and prepare to listen, dialogue, and engage. The Jason Phillips Team will share informative slides, and short videos and potentially other speakers will participate. Students will take notes, ask questions, and engage.
3. Virtual sessions for 101 will run from 10/4/2023 – 11/22/2023 and meet weekly on Wednesdays. Virtual sessions for 201 will run from 2/21/2024 – 4/10/2024 and meet weekly on Wednesdays.
4. The in-person sessions for 101 will be in York, PA., and Philadelphia, PA. There is an option to provide an additional in-person session in Pittsburgh, PA, for an additional fee. And the locations for 201 include: Coldwell Banker Office, (RAYAC) Realtors Association of York and Adams County, Blog/Podcast office), dates to be determined.

VI. TUITION, ABSENTEEISM, AND CREDITS

1. 8 virtual sessions, for 101(Fall) and 8 virtual sessions for 201 (Spring) meeting weekly
2. 2 in-person sessions, (with an option for a 3rd in Pittsburg, PA for an additional \$2000), dates to be determined, near the middle to end of the program (101 in Fall) and 4 in-person sessions, (Locations include: Coldwell Banker Office, (RAYAC) Realtors Association of York and Adams County, Blog/Podcast office), dates to be determined, near the middle to end of the program (201 in Spring)
3. Flat rate of \$12,000
4. Students may miss up to two classes and still successfully graduate. We will contact students immediately when they do not show up for a virtual class.
5. If a student misses more than two classes for an acceptable reason, they may be given the opportunity to make up those hours.

VII. INSURANCE

1. At all times during the term of this MOU, The Jason Phillips Team will maintain at its own expense liability insurance in an amount adequate to protect against any liability arising from the services to be provided by, The Jason Phillips Team under this MOU.
2. The Jason Phillips Team is not liable for any or all claims, actions, liabilities, losses, expenses, damages, and costs including, but not limited to attorney fees, and settlement expenses, that may at any time be incurred by reason of any claim, suit, action or other proceedings that are based on, or arising from, the partner/memorandum of agreement.

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


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

(Partner Organization) Name/Title

Date



Jason Phillips, CEO
The Jason Phillips Team, LLC



Date

Coversheet

Approval of Contract Renewal with Bryce Jordan Center

Section: VI. Consent Items
Item: I. Approval of Contract Renewal with Bryce Jordan Center
Purpose:
Submitted by:
Related Material: Reach_BJC 2024 Contract.pdf




BRYCE JORDAN CENTER
LICENSE AGREEMENT
Touring Show Performance(s)
NUMBER A06062024

A: OVERVIEW

The Licensor and Licensee (as defined below) are entering into this license agreement to provide a full-service venue and related services that will give the Licensee’s Artist(s) the opportunity to provide their best performance and the audience the greatest opportunity to have an enjoyable and memorable experience. Each party’s rights and obligations with respect to the touring show performance are set forth below.

B: PARTIES IN AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) by and between

Licensor: The Pennsylvania State University, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to the Pennsylvania nonprofit corporation laws (the “Licensor” or the “University”), having an address at:

[208 Old Main,
University Park, Pennsylvania 16802]; and

Licensee: Reach Cyber Charter School, (the “Licensee”) having an address at:

750 East Park Drive #204
Harrisburg, PA 17111

is entered into by the parties for the purpose of presenting a staged event (hereinafter, the “Event”) featuring the performance of

Artist(s): Reach Cyber Charter School Graduation and Staff Professional Development (the “Artist”)

In the Licensor’s **Bryce Jordan Center Arena** (the “Licensed Space” or the “BJC”) on:

Day(s): **Thursday & Friday**

Date (s): **June 6 -7, 2024**

Move-in Time: 8:00 AM June 6, 2024

Performance Time: 6:00 PM June 6, 2024 and 7:00 AM June 7, 2024

Vacate Premises by: 11:59 PM June 7, 2024

C: LICENSOR’S RESPONSIBILITIES

Licensor hereby agrees:

To present the premises and equipment to Licensee in good working order and in compliance with all applicable federal, state and local laws, codes and regulations, including those relating to health and safety.

To obtain all building-related permits and authorizations, and any other permits and authorizations required for the day-to-day operation of the BJC, that are required to conduct the Event.

To provide the local services, equipment and personnel as set forth in Article H for the fee stated in Article I and additional chargeback to the Licensee of the actual and documented costs for any additional services provided in accordance with this Agreement.

To furnish, at Licensor’s expense and discretion, HVAC services as required by the season, light for ordinary use only and restroom facilities. In the case of accidents, equipment failure or other unavoidable delays, Licensor shall be obligated to use commercially reasonable efforts to restore such services as soon as reasonably possible.

D: LICENSEE’S RESPONSIBILITIES

Licensee hereby agrees:

To provide all necessary information (and any updates or modifications to such information) to the Licensor in a timely and efficient manner, in order for the Licensor to be able to plan and perform the services the Licensee is requesting.

To return the premises and equipment to the Licensor in the same condition it was received, ordinary wear and tear excepted, by the designated vacating time.

To pay Licensor the stated license fee as set forth in Article I and all actual and documented costs for additional services, accommodations, materials or personnel furnished specifically for this event and to permit Licensor, in case of Licensee’s failure to pay such sum, to withhold from the box office receipts, if applicable, a sufficient sum up to the amount due to Licensor to secure said Licensor against loss. Licensee is responsible for providing and paying for all services in order to provide reasonable accommodations by law for patrons with special needs other than

structural or premises-related requirements, or equipment otherwise maintained in the ordinary course of operation of the BJC, which are the responsibility of the Licensor.

To use the facilities and equipment only for the purpose stated in this agreement.

To obtain any licenses, permits or other governmental authorizations required by applicable federal, state or local law, and any authorizations and licenses required by Licensor, in each case, that are required for the performance, except for any building-related permits and authorizations, and any other permits and authorizations required for the day-to-day operation of the BJC, which are the responsibility of the Licensor. Examples of required licenses include, but are not limited to, Performing Rights Organizations Licensing, PSU License to Film or Record, and Pyrotechnic Operators Licensing.

To the best of Licensee's knowledge, Licensee represents and warrants that the Event contemplated hereunder does not have a history of indecent or obscene actions on stage and has not caused patron safety problems in other venues. If at any time Licensee reasonably determines that the use of the premises by Licensee is for indecent or obscene purposes or is a safety risk or threat, Licensor shall consult with Licensee, if feasible, and if such situation cannot be promptly resolved to the reasonable satisfaction of Licensor, then Licensee agrees that Licensor shall have the right to terminate this Agreement and cancel the scheduled event. Licensee hereby waives any right and all claims for damages against Licensor, its officers, trustees, employees and agents as a result of Licensor exercising its rights to terminate this Agreement and cancel the Event as provided in the prior sentence.

To comply with all applicable federal, state and local laws, including, without limitation, the laws of the Commonwealth of Pennsylvania, all ordinances of the Township of College and the rules, regulations and policies of The Pennsylvania State University, the Bryce Jordan Center, Police and Fire Departments, and all other municipal authorities. If violations are brought to the attention of Licensee, Licensee will promptly desist from and correct such violations.

To not deface or damage or permit the defacement or damage of the Licensed Space by its employees, contractors or agents.

To be responsible for any damage to the premises, its equipment and furnishings, caused by Licensee, its employees, agents or contractors, while the premises are occupied by the Licensee. Notwithstanding anything contained herein to the contrary, Licensor agrees to provide Licensee with notice of, and an opportunity to inspect, such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load in of the next event at the premises, whichever is earlier. In no event shall Licensee be responsible for any pre-existing conditions or damage caused by Licensor or its employees, agents or contractors.

To ensure all decorative materials are made of inflammable materials and to not attach any such materials to any part of the building without prior written consent of the General Manager of the BJC (the "General Manager").

To not post, or allow to be posted, any signage, hand-outs, or advertising anywhere on the BJC property, inside or outside, without first receiving the written permission from the General Manager or the General Manager's designee. Licensor agrees to use reasonable efforts to allow implementation and activation of Artist tour sponsorship requests (if any), which may include without limitation, sampling (generally not to compete with food sales), meet and greets, temporary signs, banners, interactive display, or other displays. If signs are permitted by the Licensor, Licensee will remove all signage prior to vacating premises.

E: INSURANCE

Licensee shall carry and maintain, at its own expense, the following insurance, in amounts not less than that specified for each type. Such insurance shall be primary and non-contributory to the Licensor's insurance to the extent of the liability assumed under this agreement by Licensee: (1) Workers' Compensation insurance for statutory obligations imposed by workers' compensation and occupational disease laws; Employers' Liability insurance with limits not less than \$500,000 for each subcategory of coverage; (2) Commercial General Liability insurance for bodily injury and property damage written on an occurrence basis with limits not less than \$5,000,000 and "The Pennsylvania State University" must be named as an additional insured as respects the liabilities assumed herein by Licensee and (3) Automobile Liability insurance (Bodily Injury and Property Damage Liability) for all owned, leased, hired, non-owned vehicles with limits not less than \$1,000,000 Combined Single Limit. A certificate of insurance in satisfactory form evidencing the required coverages, including the additional insured status, must be provided prior to the use of the Licensed Space. Acord forms are deemed approved. The Licensee must provide ten days written notice prior to any material change, cancellation or non-renewal of the insurance coverage maintained or in the alternative, provide a certificate(s) evidencing replacement coverage meeting the requirements set forth herein. Licensee shall require that subcontractors carry and maintain insurance of the types set forth above (if required by law).

F: INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless Licensor, its officers, trustees, employees, contractors and agents (collectively, the "Licensor Parties") from any and all claims or liabilities for any loss, injury or damage to person or property, including death (collectively, "Claims"), that may be sustained by any of the Licensor Parties as a result of, directly or indirectly (i) the use or occupancy of the Licensed Space by Licensee, including any act or omission by Licensee's agents, employees, contractors, patrons, invitees or any person admitted to the Licensed Space by Licensee, or any activity in connection with that occupancy, including the sale or distribution of Licensee's goods or services, and (ii) the breach by Licensee, or by its officers, employees, agents or contractors, of any agreement, covenant, representation or warranty of Licensee set forth in this Agreement. Licensee agrees to defend the Licensor against any such Claims and to reimburse Licensor for all expenses, including reasonable attorney fees and costs of settlement, incurred in connection therewith. The foregoing indemnity, defense and hold harmless shall not extend to any Claims primarily arising out of the (a) gross negligence or willful misconduct of any of the Licensor Parties or (b) a structural or premises related defect of the BJC.

Licensee shall also indemnify, defend and hold harmless each of the Licensor Parties from any and all Claims arising out of any violation or infringement or alleged violation or infringement of the intellectual property rights of any third party, including, without limitation, any claims of copyright infringement, including, without limitation, in connection with the public performance of music in connection with the Event, and to reimburse Licensor for all expenses, including reasonable attorney fees and costs of settlement, incurred in connection therewith.

G: ADDITIONAL CONDITIONS AND COVENANTS OF AGREEMENT

Licensee acknowledges and agrees to the following:

Except as otherwise provided in this Agreement, Licensor retains all rights to the sale and disbursement of food and beverage within the BJC, and the surrounding areas of the BJC, prior to, during and after the scheduled event, and Licensor shall be the sole vendor of food and beverages for the Event. Licensee agrees that Licensee, and any employee, contractor, licensee or agent of Licensee, shall not offer or sell any food or beverages within BJC, and the surrounding areas of the BJC, prior to, during and after the scheduled event, without the prior written consent of the Licensor, which may be granted or withheld in the Licensor's sole and complete discretion.

All rights to ticket sales are the property of the BJC and all sales for the performance under this agreement must be controlled through the BJC ticket office operation. Licensee shall not engage in any ticket sales without the prior written consent of the Licensor. Licensor is acting for the accommodation and sole benefit of the Licensee with respect to all ticket sales, and Licensor shall only be responsible for any damages suffered by Licensee as a result of Licensee's gross negligence, willful misconduct or bad faith, or that of its employees, agents or contractors, in handling, control, custody and keeping of receipts and funds.

On each ticket there is a local College Township Impact Fee/ PSU deferred maintenance fee (\$.50 per \$10 increment) and a BJC facility fee (\$3.50), calculated as follows:

Tickets between \$10 and \$19.99, add \$1.00 Impact fee and \$3.50 facility fee

Tickets between \$20 and \$29.99, add \$1.50 Impact fee and \$3.50 facility fee

Tickets between \$30 and \$39.99, add \$2.00 impact fee and \$3.50 facility fee

Continue to add \$.50 for each additional \$10 increment.

Licensor has an agreement to sell tickets through Ticketmaster and additional service charges will be added for this service to the purchaser at the time of purchase.

No collections or donations, whether for charity or otherwise, shall be made, attempted or announced at the Event without prior written approval of Licensor, which may be approved or denied in the Licensor's sole and complete discretion.

Licensee shall not sell or admit to the Licensed Space a larger number of persons than the capacity of the Licensed Space. The General Manager will determine the capacity for each ticket sale event.

The ticket sale revenue may not be used prior to the Event to pay show expenses as it is understood that the ticket sale revenue belongs to the ticket purchaser until the Artist(s) have fulfilled their obligation to them by performing the Event.

The Licensed Space contains 15 suites (14 seats each) and 8 club rows (12 seats each) that are reserved and held by The Pennsylvania State University to be used at its discretion for the scheduled event (the "Reserved Seating"), which will not appear on the ticket manifest. Licensee agrees that if the view from any of the Reserved Seating is obstructed, Licensor has the right to re-seat the occupants of such portion of the Reserved Seating into a comparable section of the BJC that is on the ticket manifest at no charge to the Licensor.

Licensor will hold two seats for every thousand sold for seat relocates or emergencies. The location of these seats will be determined by Licensor on a show-by-show basis.

The Artist shall have the right to sell any dry good merchandise inventory to be sold at the Event, and Licensee shall have the right to sell any other merchandise to be sold at the Event. All dry goods inventory must be controlled through the BJC merchandise operation. Once beginning inventory is agreed upon, Licensor will sell, count and return unsold inventory and pay to the Artist representative the percentage stated in Article I.

Licensor retains all ownership rights and privileges on all BJC property and, as such, has the right to access all areas at any time in a reasonable and courteous manner for business purposes only; provided that Licensor and its agents shall not unnecessarily disturb the privacy of the Artists in areas and circumstances where the Artists have a reasonable expectation of privacy (including, without limitation, during sound check and in dressing rooms and private hospitality areas).

Licensor reserves the right using reasonable, non-discriminatory discretion, to responsibly eject any person or persons from the Licensed Space with reasonable cause. Except in an emergency or safety situation, Licensor shall provide Licensee with a reasonable opportunity to remedy any problems with Licensee's employees, agents or contractors prior to removal by Licensor. If Licensor exercises this authority, the Licensee waives any right and all claims for damages against Licensor, and its employees, contractors and agents, except in the case of any claims or damages suffered by Licensee which arise from the gross negligence or willful misconduct of the Licensor or its employees, contractors or agents.

Upon vacating the building at the specified time of this agreement, Licensor shall have sole right to collect, have custody of and dispose of all articles left on BJC property. Any articles left backstage and turned into the BJC that appear to be of value to the touring Artists or crew will be held for 30 days and BJC will use reasonable efforts to contact Licensee and/or a show representative.

Licensee, and Licensee's employees, contractors, subcontractors or agents, may not possess or allow animals (with the exception of service animals) on the BJC property, operate any engine, motor or machine, or use any form of a flammable fluid or gas without the prior written consent of the General Manager.

Licensee assumes all responsibility and costs arising from the use of copyrighted music used or incorporated in the live performance of said event.

Subject to the Artist approval, the Licensor will receive thirty (30) house event level tickets to each show to be used at Licensor's discretion.

Licensee must provide written notice to Licensor at least ten (10) days in advance if Artist intends to broadcast or film any portion of the Event or the Penn State campus. If the Artist intends to broadcast or film any portion of this event or the Penn State campus with the intent of it being seen by the public, then the Artist or its production company must agree and sign the Penn State License to Film or Record on University Premises Agreement. This agreement can be secured by contacting the Penn State Film Office at filmoffice@psu.edu. Any reproduction or re-broadcast without the express written consent of The Pennsylvania State University is prohibited. Licensor agrees that it shall have no right to conduct any audio and/or video recordings of the Event without the express, prior written consent of Licensee and/or Artists.

All shipments made to the BJC in connection with this Agreement will only be received within the time period set forth on page 1 of this Agreement.

In the event of an emergency or audience hazard, Licensor shall have the exclusive right to energize the house lights or take any other action which Licensor in its reasonable discretion deems necessary to provide for audience or facility safety. Licensor shall use reasonable efforts to consult with Licensee and applicable public authorities prior to such interruption, if feasible.

There shall be no controlled substances permitted in any area of the Bryce Jordan Center. Smoking is prohibited in all areas of the facility and alcoholic beverages are prohibited in the public areas of the Bryce Jordan Center. All controlled substances shall be governed by all applicable federal, state and local laws, including the laws and regulations of the Commonwealth of Pennsylvania, and shall be also be subject to all rules, regulations and policies of The Pennsylvania State University. Licensee will use reasonable efforts to alert the people with the Event of this policy and help advise persons in the backstage area of such policy if violations are seen.

This Agreement may be terminated by Licensor, at its option, upon the happening of any of the following events: (a) failure of Licensee to timely pay to Licensor the License Fee or any other payment as required in this Agreement, (b) material breach, default, or noncompliance by Licensee with any other covenants or agreements contained in this Agreement; or (c) the making by Licensee of a general assignment for the benefit of creditors; or a petition or application by either party to any tribunal for the appointment of a trustee, custodian, receiver or liquidator of all or substantially all of Licensee's business, estate or assets; or the commencement by Licensee of any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment or debt, dissolution or liquidation law of any jurisdiction, whether now or later in effect. Except with respect to a default under clause (a) above, the Licensor shall have a period of seven (7) days after receipt of written notice from the Licensor to cure the matter giving rise to the default, and if the nature of the default is such that it is not reasonably susceptible to cure within a seven-

day period, the Licensee shall have up to fourteen (14) days after receipt of written notice to cure such default, provided Licensee promptly commences and diligently pursues the curing of such default. Upon termination of this Agreement, the license granted by this Agreement shall terminate, Licensor may re-enter and repossess the Licensed Space and remove all persons and/or property therefrom, and Licensor shall be entitled to any and all remedies available at law or in equity, including specific performance and injunctive relief.

This Agreement is not assignable or transferrable by the Licensee without the express written consent of Licensor, which may be granted or withheld in Licensor's sole and complete discretion. Any assignment to transfer without such consent shall be null and void.

IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING, DIRECTLY OR INDIRECTLY, OUT OF ITS PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMED UNDER THIS AGREEMENT, IN TORT OR ON ANY OTHER LEGAL THEORY.

Pyrotechnics will be allowed as part of the Event providing the plan is deemed safe in advance by the Penn State Fire Marshal, and the Artist's pyrotechnic technician is licensed and passes a test conducted by the Penn State Fire Marshal on the day of the Event. Air powered confetti cannons are allowed but are subject to an additional clean-up fee for the high arena steel and the seating areas.

Licensor acknowledges and agrees to the following:

The Licensee has engaged in this agreement as a business profit venture. The Licensor will cooperate with the Licensee in selling tickets and identify ways for Licensee to reduce expenses without compromising the safety of those in attendance, the comfort and experience of the patrons and Artists, and the integrity of the University.

If an Artist has its own 'tour caterer' for its entire tour leg, the Licensor will allow the tour caterer to prepare and dispense food and beverage to the tour's traveling group and crew, the promoter's staff and the local stagehands in the backstage areas (including dressing rooms and hospitality areas) only. If the tour caterer needs access to the BJC kitchen facilities and they are available, they must hire BJC kitchen supervisors and assure the facility and its equipment is returned in its original functionality and cleanliness. The Licensor will not waive its rights for a caterer who is not part of the Artist's entire tour leg, provided, however, that a tour caterer has not been included at performances such as radio shows, festivals, etc. where tour caterers are not permitted shall not constitute cause to exclude such tour caterer.

Licensor will not engage in any merchandise sales except to sell earplugs at cost if they are not being sold by the Artists.

The parties agree as follows:

No party to this Agreement shall be liable for any failure to perform its obligations under this Agreement where such failure is due to circumstances or events not reasonably in the control of that party, including but not limited to: acts of nature (including flood, fire, storm, tornado, earthquake, hurricane, and other natural disasters); war and/or terrorism; riot and/or civil disorder; epidemic and/or pandemic; quarantine; labor strike or other industrial dispute (except those involving employees or agents of the party seeking protection of this clause); or any law, regulation, order, or other action by any public or regulatory authority which renders performance illegal, commercially impracticable, or impossible (hereinafter, a “Force Majeure Event”). The party asserting inability to perform as a result of a Force Majeure Event will not be in breach of this Agreement if: (1) it uses reasonable efforts to perform its obligations and (2) its inability to perform is not due to its failure to (a) take reasonable measures to protect itself against the events or circumstances giving rise to the Force Majeure defense or (b) develop and maintain a reasonable contingency plan to respond to the events or circumstances giving rise to the Force Majeure Event. Any party asserting that a Force Majeure Event has occurred shall promptly notify the other party in writing of the occurrence of the Force Majeure Event stating, to the extent possible, the period of time the occurrence is expected to continue, and further, to the extent possible, consult with the other party in an effort to resolve the underlying situation or otherwise reach a mutual resolution. Where no such mutual resolution is reached, the party asserting that a Force Majeure Event has occurred shall have the burden of proving that reasonable steps were taken under the circumstances to minimize delay or damages caused by foreseeable events, that all obligations not excused by Force Majeure were substantially fulfilled, and that all other parties were timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated. The performance of a party shall be excused pursuant to this section only to the extent limited, delayed, or prevented by the Force Majeure Event. Notwithstanding the above, in the event that the performance of the Event in the BJC is made illegal, impossible or commercially impracticable by (i) any law, rule, regulation, or order of any federal, state or local governmental authority or (ii) any rule, policy, order, directive or regulation of the University, in the case of either (i) or (ii), that is enacted, promulgated or issued as the result of or in response to any epidemic, pandemic or other outbreak of a disease, including, without limitation, COVID-19, then, upon written notice to the other party, either party may elect to terminate this Agreement and the Event prior to the performance of the Event without liability to other party or any third party for any claims, damages or other compensation. In the event of such termination, Licensee shall be refunded any deposits paid pursuant to this Agreement, and neither Licensor nor Licensee shall have any further rights, liabilities or obligations accruing under this Agreement after the date of termination, except for such rights and liabilities which, by the terms of this Agreement, are to survive the expiration or earlier termination of this Agreement.

All notices and communications required or permitted under this Agreement shall be in writing and sent to the address of the party set forth below, and any communication or delivery hereunder shall be deemed to have been duly delivered upon the earliest of: (a) actual receipt by the party to be notified; (b) if sent by U.S. certified mail, postage prepaid, return receipt requested, then the date shown as received on the return notice; (c) if by email, the date of the affirmative reply by email by the intended recipient that such email was received (which

affirmative reply shall be sent by such recipient promptly following such recipient having actual knowledge that such e-mail has been received; and provided that, for the avoidance of doubt, an automated response from the electronic mail account or server of the intended recipient shall not constitute an affirmative reply); or (d) if by overnight delivery, the date shown on the notice of delivery. The addresses and email address for each of the parties for such notices and communications shall be as follows:

Licensor: The Pennsylvania State University
Attn: Phil Stout
127 Bryce Jordan Center
University Park, PA 16802
Email: prs144@psu.edu

Licensee: Reach Cyber Charter School
Attn: April Kretchman
750 East Park Drive #204
Harrisburg, PA 17111
Email: akretchman@reachcyber.org

All terms and conditions of this Agreement shall be binding upon the parties, their heirs, successors and permitted assigns. This Agreement may not be amended orally or by any course of conduct pursued by either party but may only be amended by a writing signed by each party.

No failure by either party to insist upon strict performance of any provision herein shall be deemed a waiver by such party of its rights or remedies, or a waiver by it of any subsequent default of the other party, and no waiver by any party of any right or remedy under this Agreement shall be effective unless made in writing, and each such written waiver shall be limited to the specific instance referred to in such writing.

Except as otherwise specifically provided in this Agreement, all fees, costs and expense incurred by the parties in negotiating, preparing or performing this Agreement shall be paid by the party incurring the same, including, without limitation, legal and accounting fees, costs and expenses.

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

The parties hereto are independent contractors, and nothing in this Agreement shall be construed or interpreted to deem a party as the agent, employee, partner or joint venturer of the other party, or impose any liability as such on either of them.

This Agreement (including, the schedules and exhibits attached hereto) constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all prior agreements, discussions, representations and understandings, both written and oral, among the parties with respect to the subject matter hereof.

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Each party agrees that, should any court or other competent authority hold any provision of this Agreement or part hereof to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision in any other jurisdiction.

This Agreement (and any other documents referred to herein), and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by and be construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions, as to all matters, including, but not limited to, matters of validity, construction, effect or performance. **THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA, OR, IF SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH MATTER, THE FEDERAL DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA, AND IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN ANY SUCH COURT. THE PARTIES AGREE NOT TO BRING ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY OTHER COURT. EACH PARTY TO THIS AGREEMENT ACCEPTS FOR ITSELF, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NONCONVENIENCE OR ANY SIMILAR DEFENSE, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. A copy (including PDF) or facsimile of a signature shall be binding upon the signatory as if it were an original signature. The parties agree that this Agreement may be executed by means of electronic signatures and that each copy to which such electronic signatures are affixed shall be deemed to be an original.

(The rest of this page is intentionally left blank.)

H: SERVICES PROVIDED BY LICENSOR

The Licensor may provide the following. Items checked below are part of this financial show package as priced in Article I. The items left blank will be shown as added costs on settlement if used, as well as any other show costs procured by the Licensor for the Licensee as requested by or otherwise pre-approved by Licensee. Licensor shall provide receipts or other reasonable documentation evidencing costs outside of the show package at settlement of the Event.

Local Personnel:

(Amount required to fulfill the commitments of this event will be determined by Licensor)

- Ticket Sellers
- Ticket Takers
- Ushers
- Front of House Police (up to 6)
- Front of House EMS (up to 4)
- Front of House Door Guards
- T-shirt Security
- Arena and Rest Room Clean-up
- Pre and Post Conversion Crew
- Stagehands
- Riggers
- Runners

Equipment:

(If needed and only to the extent that property is owned by the BJC and available on site)

- BJC Stage
- BJC Forklift
- BJC Spotlights (not to exceed eight)
- BJC Curtaining System
- BJC Permanent Seating
- BJC Portable Seats and Tables
- BJC Pipe and Drape
- BJC Barricade
- Washer and Dryer

Services:

- Facility Management, Utilities and Overhead (License Fee):
- Ticket Office Services
- Custodial Services
- Local Stage Crew operation (does not include cost of labor)
- Merchandise Operation (facility commission to be paid by Artist's representative)
- Catering Operation (Cost of food and beverage is a show expense)
- Marketing Department Consultant Service
- Marketing Department Advertising and Promotion Placement and Implementation (does not include cost of media buys, if requested by Licensee)
- Credit Card Fees (Ticket Office Only)
- Production Office Telephone Service

- Production Office Internet Services
- Local Transportation
- Group Sales (not applicable)

Areas Available to Licensee and included in this Agreement:

- Arena
- Loading Docks
- Fenced Secure Parking Area (behind facility for show vehicles)
- Star Dressing Room, Six (6) Locker Rooms, Four (4) Dressing Rooms, and One (1) Green Room
- One (1) Production Office
- Six (6) Concourse Merchandise Stands

(The rest of this page is intentionally left blank.)

I: FINANCIAL CONSIDERATIONS

In consideration of the License granted by Licensor to Licensee pursuant to the terms of this Agreement, and for the arena and its services/personnel/equipment designed above, Licensee shall pay said Licensor in a form acceptable to Licensor, the following costs on the following schedule:

- License Fee: \$ 12,000.00
- Show Package: \$ N/A(See Article H)
- Facility Fee: N/A
- Local Tax/PMF N/A
- Deposit: \$20,000.00
- Deposit Due Date: September 19, 2023
- Balance Due: at final billing
- Artist Merchandise N/A – No merchandise sales

Balance is due the last day of the Event at settlement prior to the end of the Event unless otherwise specified. Any remaining ticket sale funds left after Licensor’s deductions of facility and local costs, if applicable, will be paid to Licensee at settlement by a The Pennsylvania State University check or by bankwire, providing bankwire information is received by Licensor at least 5 business days prior to the settlement date.

IN WITNESS WHEREOF, EACH OF LICENSEE AND LICENSOR HAS SIGNED THIS AGREEMENT THE DAY AND YEAR AS NOTED BELOW.

LICENSEE:
Reach Cyber Charter School

LICENSOR:
The Pennsylvania State University

By:

By:

Date

Date

Coversheet

Approval of Contract Renewal with Amplify

Section: VI. Consent Items
Item: J. Approval of Contract Renewal with Amplify
Purpose:
Submitted by:
Related Material: Renewal 2023-PA- Reach Cyber CS-D8 +Dyslexia -v2 (1).pdf



Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-216629-2
 Date: 8/9/2023
 Expires On: 9/8/2023

Customer Contact Information

Danielle Cobb
 Reach Cyber Charter School
 (717) 704-8437
 danijohnson@reach.connectionsacademy.org

Amplify Contact Information

Monica Vincent
 Senior Account Executive
 973-980-2927
 mvincent@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Ed with Dyslexia Screening - 1yr (2023-2024)	2,000.00	\$14.90	\$29,800.00
TOTAL			\$29,800.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$0.00	\$0.00

GRAND TOTAL **\$29,800.00**

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.

- Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.
3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)).
5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.
7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Coversheet

Approval of Pearson Invoices for June 2023

Section: VI. Consent Items
Item: K. Approval of Pearson Invoices for June 2023
Purpose:
Submitted by:
Related Material: Reach June 2023 Supplemental Invoice.pdf
Reach June 2023 Invoice.pdf
Reach June 2023 Invoice Support.pdf
Reach June 2023 Supplemental Invoice Support.pdf



Pearson

INVOICE

Customer Bill-to:
 REACH CYBER CHARTER SCHOOL
 750 East Park Drive
 Suite 204
 Harrisburg, PA 17111

Attention:
 Accounts Payable

Customer Ship-to:
 REACH CYBER CHARTER
 SCHOOL
 750 East Park Drive
 Suite 204
 Harrisburg, PA 17111

**Connections Education LLC dba
 Pearson Virtual Schools USA**
 509 S Exeter Street, Suite 202
 Baltimore, MD 21202
Tel: 1-800-843-0019
Email: poblsalesops@pearson.com
Tax ID No:
 68-0519943

Invoice Number : 91000013932
Date : 31-JUL-2023
Due Date :
Payment Terms :
Customer Account : 3924545
Project Number : 82067707
Currency : USD
Shipment Terms :
Purchase Order Number : REACH
Number of Pages : Page 1 of 2

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Ordered Quantity (No. Of Items) :</td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 30%;"></td> </tr> <tr> <td>Net Amount :</td> <td style="text-align: center;">USD</td> <td style="text-align: right;">\$32.84</td> </tr> <tr> <td>Tax Total :</td> <td style="text-align: center;">USD</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Invoice Total :</td> <td style="text-align: center;">USD</td> <td style="text-align: right;">\$32.84</td> </tr> <tr> <td>Amount Due :</td> <td style="text-align: center;">USD</td> <td style="text-align: right;">\$32.84</td> </tr> </table>	Total Ordered Quantity (No. Of Items) :	1		Net Amount :	USD	\$32.84	Tax Total :	USD	\$0.00	Invoice Total :	USD	\$32.84	Amount Due :	USD	\$32.84	<p style="text-align: center;">REMITTANCE INFORMATION</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Make Checks Payable to:</td> <td style="width: 40%;">Bank Wire to:</td> </tr> <tr> <td>Pearson Virtual Schools USA</td> <td>Bank Name : Bank of America N A</td> </tr> <tr> <td>32369 Collection Center Drive</td> <td>Bank Address :</td> </tr> <tr> <td>Chicago, IL 60693-0323</td> <td>ABA ACH No : 071000039</td> </tr> <tr> <td></td> <td>ABA Wire No : 026009593</td> </tr> <tr> <td></td> <td>SWIFT Code : BOFAUS3N</td> </tr> <tr> <td></td> <td>A/C No : 8188290225</td> </tr> <tr> <td></td> <td>Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA</td> </tr> </table>	Make Checks Payable to:	Bank Wire to:	Pearson Virtual Schools USA	Bank Name : Bank of America N A	32369 Collection Center Drive	Bank Address :	Chicago, IL 60693-0323	ABA ACH No : 071000039		ABA Wire No : 026009593		SWIFT Code : BOFAUS3N		A/C No : 8188290225		Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA
Total Ordered Quantity (No. Of Items) :	1																															
Net Amount :	USD	\$32.84																														
Tax Total :	USD	\$0.00																														
Invoice Total :	USD	\$32.84																														
Amount Due :	USD	\$32.84																														
Make Checks Payable to:	Bank Wire to:																															
Pearson Virtual Schools USA	Bank Name : Bank of America N A																															
32369 Collection Center Drive	Bank Address :																															
Chicago, IL 60693-0323	ABA ACH No : 071000039																															
	ABA Wire No : 026009593																															
	SWIFT Code : BOFAUS3N																															
	A/C No : 8188290225																															
	Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA																															



Invoice Number: 91000013932							Page 2 of 2
Project Number	Project Agreement Number	Description	Quantity	List Price	Net Price	Tax	Line Total
82067707	REACH	Pass Through	2		32.84	0.00	32.84

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
	2	\$32.84	\$	\$	\$	\$0.00	\$32.84

Invoice Total	Subtotal	Total Tax	Invoice Total
	USD	USD	USD
	\$32.84	\$0.00	\$32.84



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 : 91000013857
Date : 25-JUL-2023
Due Date :
Payment Terms :
Customer Account : 3924545
Project Number : 82067707
Currency : USD
Shipment Terms :
Purchase Order Number : REACH
Number of Pages : Page 1 of 2

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Total Ordered Quantity (No. Of Items)</td> <td style="width: 5%;">:</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">2</td> </tr> <tr> <td>Net Amount</td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$4,572,148.56</td> <td></td> </tr> <tr> <td>Tax Total</td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>Invoice Total</td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$4,572,148.56</td> <td></td> </tr> <tr> <td>Amount Due</td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$4,572,148.56</td> <td></td> </tr> </table>	Total Ordered Quantity (No. Of Items)	:				2	Net Amount	:	USD		\$4,572,148.56		Tax Total	:	USD		\$0.00		Invoice Total	:	USD		\$4,572,148.56		Amount Due	:	USD		\$4,572,148.56		<p style="text-align: center;">REMITTANCE INFORMATION</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Make Checks Payable to:</td> <td style="width: 40%;">Bank Wire to:</td> </tr> <tr> <td>Pearson Virtual Schools USA</td> <td>Bank Name : Bank of America N A</td> </tr> <tr> <td>32369 Collection Center Drive</td> <td>Bank Address :</td> </tr> <tr> <td>Chicago, IL 60693-0323</td> <td>ABA ACH No : 071000039</td> </tr> <tr> <td></td> <td>ABA Wire No : 026009593</td> </tr> <tr> <td></td> <td>SWIFT Code : BOFAUS3N</td> </tr> <tr> <td></td> <td>A/C No : 8188290225</td> </tr> <tr> <td></td> <td>Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA</td> </tr> </table>	Make Checks Payable to:	Bank Wire to:	Pearson Virtual Schools USA	Bank Name : Bank of America N A	32369 Collection Center Drive	Bank Address :	Chicago, IL 60693-0323	ABA ACH No : 071000039		ABA Wire No : 026009593		SWIFT Code : BOFAUS3N		A/C No : 8188290225		Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA
Total Ordered Quantity (No. Of Items)	:				2																																										
Net Amount	:	USD		\$4,572,148.56																																											
Tax Total	:	USD		\$0.00																																											
Invoice Total	:	USD		\$4,572,148.56																																											
Amount Due	:	USD		\$4,572,148.56																																											
Make Checks Payable to:	Bank Wire to:																																														
Pearson Virtual Schools USA	Bank Name : Bank of America N A																																														
32369 Collection Center Drive	Bank Address :																																														
Chicago, IL 60693-0323	ABA ACH No : 071000039																																														
	ABA Wire No : 026009593																																														
	SWIFT Code : BOFAUS3N																																														
	A/C No : 8188290225																																														
	Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA																																														



Invoice Number: 91000013857							Page 2 of 2
Project Number	Project Agreement Number	Description	Quantity	List Price	Net Price	Tax	Line Total
82067707	REACH	Direct Charges	6		3,930,674.83	0.00	3,930,674.83
82067707	REACH	Pass Through	10		641,473.73	0.00	641,473.73

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
	16	\$4,572,148.56	\$	\$	\$	\$0.00	\$4,572,148.56

Invoice Total	Subtotal	Total Tax	Invoice Total
	USD	USD	USD
	\$4,572,148.56	\$0.00	\$4,572,148.56



Pearson

Charges for the Following Period:

June 2023

Enrollment/Unit Based Charges

Facility Support Services	2,083.33
Monthly Fee per School Staff Member	275,329.00
Monthly Fee per Student	2,649,200.00
Upfront Fee per Student	1,004,062.50
	3,930,674.83

Pass Through Expenses

Internet Subsidy Payment	611,618.70
Miscellaneous	29,855.03
	641,473.73

Total Amount Due

4,572,148.56



Pearson

Charges for the Following Period:

June 2023

Pass Through Expenses

Miscellaneous

32.40

32.40

Total Amount Due

32.40

Coversheet

Approval of Updates to School Immunization Policy

Section: VII. Action Items
Item: A. Approval of Updates to School Immunization Policy
Purpose:
Submitted by:
Related Material: Immunization Policy Update 8_16_23.docx

Reach Cyber Charter School Immunization Policy

In accordance with 28 PA Code 23.83, Subchapter 3, Reach Cyber Charter School has adopted the following immunization requirements:

*No student will be enrolled in Reach Cyber Charter School (a public-school entity) without one of the following documents on file by the 1st day of the school year, but no later than September 30th of the current school year.

-A complete immunization record

-A signed, completed exemption

-Approved provisional enrollment

*Please note that the state of Pennsylvania currently accepts philosophical (strong moral or ethical conviction), religious, and medical immunization exemptions

-Medical exemptions must be signed by a physician or his designee. A Doctor of Chiropractic (DC) is not permitted to sign medical exemptions.

*Any student is missing immunizations on Day 1 and who does not provide a completed record, exemption or provisional enrollment by Will be excluded from school via account lock-out. The student account will remain locked-out until one of the above criteria is met. Students who are locked out due to non-compliant immunizations will accrue unexcused absences and may face truancy consequences.

*Students will not be permitted to enroll in Reach with incomplete or missing immunizations. Provisional enrollment will only be granted with a medical plan or appointment card as outlined below (see section on provisional enrollment)

*Exceptions to this rule are as follows:

-McKinney-Vento Homeless Education Assistance Improvements Act of 2001, 42 U.S.C.A. §§ 111431-11435

a. If a child has not been immunized or is unable to provide immunization records due to being homeless, a school shall comply with all federal laws pertaining to the educational rights of homeless children, including the McKinney Vento Homeless Education Assistance Improvements Act of 2001. - **Moving or transferring into a school within the commonwealth** a. If the child's parent or guardian is unable to provide immunization records immediately upon enrollment into the school, the child's parent or guardian shall have 30 days to provide immunization records to the school to show proof of immunization as set out in § 23.83, a medical certificate or an exemption. A child who is unable to provide the necessary immunization records, medical certificate or exemption may be excluded at the end of the 30-day period and in subsequent school years until the school immunization requirements are met. If a student transfers again from one Pennsylvania school to another during his/her 30-day period, that student is allowed another 30-day provisional enrollment from time of entry into the second school.

-Foster care

a. If a child is unable to provide immunization records on the first day of attendance for the school year due to being in foster care, the school shall comply with all federal laws pertaining to the educational rights of children in foster care, including the Fostering Connections to Success and Increasing Adoptions Act of 2008. The child's foster parent shall have 30 days to provide the school with immunization records, a medical certificate or otherwise satisfy the requirements for an exemption. A child who is unable to provide the necessary records, medical certificate or exemption may be excluded at the end of the 30-day period and in subsequent school years until the school immunizations requirements are met.

-Temporary waiver

a. The secretary of health may issue a temporary waiver of the immunization requirements if any of the following occurs.

- i. The Centers for Disease Control and Prevention, United States Department of Health and Human Services, recognizes a nationwide shortage of supply for a particular vaccine.
- ii. A disaster occurs impacting the ability of children transferring into a School to provide immunization records.

***Nursing department responsibility:**

-Each CSN (along with the manager of school nursing) is responsible for monitoring their provisionally enrolled students. CSN must notify the manager immediately if the student is out of compliance with their provisional enrollment so that the appropriate action can be taken.

-CSN will email, as well as call/text parent with a reminder to submit documentation 3 days prior to the end of the provisional enrollment period.

-The Manager of School Nursing and Director of Enrollment will maintain communication via Focus for each student who is on a provisional plan, which will also include the CSN who is responsible for that student.

Provisional Enrollment

When a student enrolls with Reach, all immunizations should be entered into Focus.

If Focus determines that the student is MISSING a dose(or doses) of a vaccine, the student will NOT be permitted to fully enroll until one of the following conditions are met: -The parent provides an updated immunization record showing the missing dose(s) -The parent submits an appointment card showing the student's name, date and time of upcoming appointment for missing vaccine(s).

-The parent or physician submits a medical plan signed by the physician showing the dates of the upcoming appointment

-The parent submits a signed exemption letter that includes a statement as to why they are choosing not to vaccinate.

If the parent submits an appointment card (or medical plan) for an upcoming appointment, an extension is to be put into place for the student. The appointment card/medical plan must be uploaded to the immunization section in Focus under the immunization appointment section.

***In the event a student is enrolled provisionally, the following applies:**

-The extension is to expire three (3) business days after the scheduled appointment to allow for time for the MD or the parent to submit updated documentation.

-The provisional admittance box must be checked in the immunization section in Focus, and the date that the extension expires entered in the extension end date box.

-Internal communication will be maintained for compliance tracking

-The manager of school nursing (Jessica Finnegan) as well as the grade level nurse for the student must be included in the communication, in addition to enrollment department staff.

-The grade level nurse is to send a reminder email or text to the parent three (3) days prior to the extension expiration date and document in the ticket (as well as in Focus) -If updated documentation or a new appointment card is not received by the extension end date, then the parent's account will be locked out.

-If, after 5 business days of the parent account being locked, the parent has not submitted an updated record or a new appointment card, then the student account will be locked out until documentation is received.

-If for any reason the scheduled appointment is rescheduled, it is the parent's responsibility to update the school nurse or enrollment department with this information and a new appointment card must be submitted (the doctor's office can fax a note with the new appointment date)

-if the student is missing multiple doses of a vaccine(s) the parent must submit a new appointment card after the first appointment showing the date of the next appointment for the extension to continue. If this is not done, then the lock-out procedure will be followed until updated documentation is submitted.

-Students will be given a maximum of two (2) extensions- the initial extension and then one (1) additional extension in the event of illness or other issues. Any additional extensions must be approved by the Manager of School Nursing and may only be granted in extenuating circumstances.

Coversheet

Approval of Purchase Order Rise Personal Gardens

Section: VII. Action Items
Item: B. Approval of Purchase Order Rise Personal Gardens
Purpose:
Submitted by:
Related Material: Rise Gardens x Reach Charter Schoo1.pdf

Rise Gardens x Reach Charter School

Sales Order Form

Description	Price	Quantity	Total
Personal Rise Garden	\$220.00	2,600	\$572,000.00

Grand Total

\$572,000.00

Payment Terms: 50% prepayment, 50% net 30 days from shipment.



Coversheet

Approval of Agreement with Khanmigo

Section: VII. Action Items
Item: C. Approval of Agreement with Khanmigo
Purpose:
Submitted by:
Related Material: Kahn Academy Pilot.pdf

KHAN ACADEMY/KHANMIGO PILOT

Khan Academy offers open-source online tools that help educate students. They specialize in creating short video lessons and supplemental practice exercises for students. Additionally, Khan Academy offers Khanmigo, their AI powered tutor for students and assistant for teachers. Reach administration is proposing piloting the use of Khan Academy resources, including Khanmigo, with a team of middle school teachers and students during the 2023-2024 school year.

PILOT GOALS

1. To evaluate the benefits and challenges of supplementing teacher-led instruction with AI powered tools

2. To provide students with additional options for personalized instructional support

ADDITIONAL DETAILS

- The pilot will consist of one eighth grade core academic team of teachers and students (4 teachers and approximately 100 students).
- The estimated cost of the pilot is \$6500 (student and teacher licenses to access Khanmigo).
- Pilot updates will be provided to the board in January and June.
- For more information about Khan Academy and Khanmigo: www.khanacademy.org

Coversheet

Approval of Back to School Professional Development Agreements

Section: VII. Action Items
Item: D. Approval of Back to School Professional Development Agreements
Purpose:
Submitted by:
Related Material: Denny Corby Performance Agreement.pdf
William Martinez Booking Agreement.pdf
Encore Terms and Conditions.pdf
Dr. Melissa Crum Terms of Service.pdf
Shumaker Terms and Conditions.pdf

Denny Corby Performance Agreement

Contact Person: April Kretchman

Organization: REACH Cyber Charter School

Title: Manager of Professional Development

Address (of organization): 750 East Park Drive, Suite 204 Harrisburg PA 17111

Email: Kretchman@ReachCyber.org

Description of Presentation: Laugh Comedy Magic Show

Date of Presentation: Wednesday, August 23, 2023

Time of Presentation: Approximately 8:00 PM

Location of Presentation: Lancaster County Convention Center - 25 S Queen St, Lancaster, PA 17603

The client agrees to pay the following fees and expenses:

Denny's appearance fee for this event will be \$6,500.00

Payment is due with the signed agreement

***The date and fee are non-refundable unless an "Act of God" event arises. Then the event will be pushed to a later date agreed upon by both parties. ***

--

Deposit can be mailed to

Corby Enterprises

211 North State Street

Clarks Summit Pa 18411

Corby Enterprises LLC can also accommodate and prefers the ease of credit card deposits and payments.

I have read this performance contract & rider and agree to follow the above guidelines when presenting Denny Corby.

April Kretchman 11-Apr-2023

[Click Here to Read and Sign the Document](#)

Purchaser Name: _____

Date: _____

Denny Corby Tech Rider

- (2) Two sturdy banquet chairs with backs placed center stage
 - Chairs should not have wheels
- (1) One flip chart with easel and markers
- (4) Two-room temperature bottles of water.
-

Staging

*****No dance floor should be between the stage and audience*****

- If the audience exceeds 80 people a stage/riser is **highly recommended**. The stage should be 8x24 and at least 1ft high. The larger the crowd the bigger and higher the stage should be.
- A good rule of thumb is to make sure Denny is seen from the knees up.
 - Stairs with a railing should also be available, at the front of the stage if no railing and sides of the stage with railing
- If the room is rectangular, the stage should be in the middle of the long side of the room. The room then becomes more intimate making a better show.
- The stage should be clear of props and debris

Seating /Room Layout

- Seats/tables should be as close to the stage as possible. The closer we are together the more intimate and better the show.
- Everyone should have a clear view of the stage (best to stay away from large sight blocking centerpieces)
- No audience members should be behind the stage or viewing the show from behind.

Sound

- (1) One high-quality wireless earset microphone
- (1) One high-quality wireless handheld microphone **with stand and circular base**
- (1) One DI box with a power source at the front center stage for Denny's music controller.
 - Denny runs his own music and needs a 1/8 input

Lighting

- No special lighting is needed.
- Performance area should be well lit so everyone can see clearly.
- If the room is dark a general wash is suggested
- No spotlight is needed but will use if you're having one anyway.

WILLIAM MARTINEZ PRESENTATION BOOKING AGREEMENT

This booking agreement is entered into as of October 24, 2022 by and between Reach Cyber Charter School ("Client"), 750 E. Park Drive #204, Harrisburg, PA 17111, and William C Martinez, LLC ("Presenter"), 10616 Irving Court, Westminster, CO 80031, and is effective immediately upon signing this agreement. The Client and Presenter agree to the following terms:

1. Engagement Date, Time And Place

This agreement concerns Presenter's live performance appearance for up to 180 minutes on Wednesday, August 23, 2023 at Lancaster Convention Center (the "Venue"), located at 25 S Queen St., Lancaster, PA 17603, (the "Performance"). The agreed Performance start time is: 8:30AM.

2. Confirming The Booking

Signing this agreement is confirmation of booking and acceptance of all the terms of the agreement ("Confirmation"). All bookings take effect immediately upon Confirmation. Non-communication after the agreement has been executed is not sufficient to cancel the booking or acceptance of these terms.

3. Fee

For these services, Client shall pay Presenter a flat fee of \$9,000 ("Performance Fee"). This fee is all inclusive, covering all performance costs, as well as lodging and travel expenses to and from the Venue. The Performance Fee must be paid to Presenter in full, by check payable to "William C Martinez, LLC", immediately after the completion of the Performance. Upon request, an invoice for the Performance will be sent to Client 30 days before the scheduled Performance.

4. Cancellations

Cancellation by the Client:

In the event that Client cancels the booking, Client agrees to inform Presenter immediately. Cancellations by Client will be bound to the following terms:

- a) Cancellation by Client within 48 hours of Confirmation will not carry a cancellation fee, unless the event date is within the following 7 days, in which case, the full Performance Fee is due.

- b) Cancellation by Client after 48 hours of Confirmation and up to 60 days from the event will result in a cancellation fee payable by the Client to Presenter in the sum of 10% of the full Performance Fee, plus any expenses already incurred by Presenter (for example, flight tickets).
- c) Cancellation by Client within 60 days of the event will result in a cancellation fee payable by Client to Presenter in the sum of 50% of the full Performance Fee, plus any expenses already incurred by Presenter (for example, flight tickets).
- d) Cancellation by Client within 14 days of the event will result in a cancellation fee payable by Client to Presenter in the sum of 100% of the full Performance Fee, plus any expenses already incurred by Presenter (for example, flight tickets).

All cancellation fees must be sent to Presenter within 7 days of Cancellation notice. It is Client's responsibility to ensure that the venue can accommodate Presenter. In the event the venue can not accommodate Presenter, Client is liable for any cancellation fees as detailed above.

Cancellation by the Presenter:

Cancellation by Presenter is not allowed for any reason, except circumstances covered by 'force majeure' (see clause 11). In the unlikely event that Presenter cancels the booking, Presenter agrees to inform Client immediately of the cancellation and make all reasonable attempts to find an amicable solution.

5. Billing

Presenter shall be referred to as "William Martinez" in all marketing and advertising materials. The Performance shall be titled, "The Power of Belonging". All advertising and online materials must also include a link to www.william-martinez.com.

6. No Recording, Transmission Or Broadcast/No Product Endorsement

- a) Client agrees that there shall be no recording, transmission or broadcast of the Performance, nor shall Client be entitled to any ancillary or secondary exploitation of Presenter's Performance at the Venue without current, express written consent of the Presenter.
- b) Client shall not allow any product endorsements or corporate sponsorships without the express written consent of Presenter.

7. Merchandise

Presenter shall be allowed to sell Presenter's albums and/or other promotional merchandise at the Venue. Client is not entitled to any of the proceeds therefrom. If Client purchases Presenter's album or merchandise with bulk pricing, all sales are final and non-refundable. Any defective merchandise will be replaced free of cost by Presenter.

8. Ownership

Client hereby acknowledges and agrees that the Performance and all other results and proceeds of Presenter's services (collectively, "Work") hereunder shall not constitute a "work-made-for-hire" as defined in the United States Copyright Act of 1976, that Presenter shall remain the author of said Work and the owner of all rights in and to the Work, in accordance with the terms and conditions herein contained, including, without limitation, the copyrights therein and thereto, throughout the universe in perpetuity. Nothing in this contract shall be interpreted as a transfer of any such rights to Client, nor as a grant of any license to Client.

9. Performance Rights

Client is responsible for verifying that the Venue has appropriate performance rights from the major PROs (Performance Rights Organizations). If not, it is the client's responsibility to procure appropriate performance rights from the major PROs.

10. Rider

This agreement is subject to a "Rider" containing the Presenter's requirements for audio/video, technical specifications, refreshments, etc. Please see full "Tech Rider" attached hereto for full details. By agreeing to this agreement the Client also agrees to the Rider.

11. Force Majeure

In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by the Presenter or Client, then the Presenter or Client may cancel this booking without penalty, other than loss of Performance Fee. Please note: that the COVID-19 pandemic is no longer an unforeseen event and therefore does not qualify under the Force Majeure clause.

12. Independent Contractors

Presenter and Client are independent contractors, and nothing set forth herein shall be construed to so as to form any partnership, joint venture, principal and agent, or other relationship between them.

CLIENT



10/25/22

Date

PRESENTER



Date



Quote 2176-3208

Lancaster Marriott at Penn Square

25 S Queen St
 Lancaster, PA 17603
 Tel: (717) 207-4084
 Kevin Rudolph

Reach Cyber Charter School

April Kretchman
 750 E Park Dr
 Harrisburg, PA 17111
 akretchman@reachcyber.org
 Tel: (717) 219-9383

Reach Cyber Charter School Professional Development Meeting

Show Date(s): 08/22/2023 - 08/24/2023
 Show Location: Lancaster Marriott at Penn Square
 Conveyance Method: Pickup
 Billing Method: Master
 Currency: USD
 Hotel CS Manager: Kara Shannon
 Hotel Sales Manager: Hans Schreiber

Services	Gross	Discount	Ext. Price
Equipment Rental	\$45,882.00	\$13,859.10	\$32,022.90
HSIA Services	\$9,440.00	\$6,939.34	\$2,500.66
Setup Charges	\$4,680.00		\$4,680.00
Operator Labor	\$3,770.00		\$3,770.00
Rigging Equipment Rental	\$2,534.00	\$259.16	\$2,274.84
Rigging Labor	\$2,210.00		\$2,210.00
Technician - Support Services	\$1,920.00		\$1,920.00
Music Access	\$270.00	\$27.00	\$243.00
Power Rental Equipment	\$64.00	\$12.48	\$51.52
Sales & Consumables	\$16.00	\$1.60	\$14.40
Hotel Equipment Rental			\$0.00
Loss Damage Waiver	\$1,829.88		\$1,829.88
Subtotal	\$72,615.88	\$21,098.68	\$51,517.20
Sales Tax			\$2,941.18
Total Estimate			\$54,458.38

***Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.**

Job#	Room Name	Job Dates
11998	Freedom Hall B	08/22/2023 8:00AM - 08/22/2023 5:00PM
Post As	Setup - GS	Billing Reference

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$2,730.00
Tuesday, August 22, 2023							
2	Rigger To Set	\$135.00	\$202.50	\$270.00	4.00		\$1,080.00
3	Technician To Set	\$110.00	\$165.00	\$220.00	5.00		\$1,650.00

Job#	Room Name	Job Dates
11999	Various Rooms	08/22/2023 8:00AM - 08/22/2023 5:00PM
Post As	Setup - Breakouts 8 ea	Billing Reference

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$880.00
Tuesday, August 22, 2023							
2	Technician To Set	\$110.00	\$165.00	\$220.00	4.00		\$880.00

Job#	Room Name	Job Dates
12070	Commons on Vine	08/22/2023 5:30PM - 08/22/2023 7:00PM
Post As	Welcome Reception	Billing Reference

Qty	Gross	Discount	Ext. Price
Equipment And Sales			\$0.00
1	Encore Music: Commercial Bckgrnd Music w/Player	\$135.00	\$0.00

Job#	Room Name	Job Dates
11949	Federal Room Prefunction	08/23/2023 6:00AM - 08/23/2023 11:59PM
Post As	Registration	Billing Reference

Qty	Gross	Discount	Ext. Price
Equipment And Sales			\$27.70
1	Customer Convenience Power	\$35.00	\$27.70
	1 3' AC Cable	\$7.30	
	<i>*Power strip set for registration table*</i>		
	1 Edison/USB Power Hub		

Job#	Room Name	Job Dates
11946	Various Rooms	08/23/2023 6:00AM - 08/23/2023 11:59PM
Post As	Group Wi-Fi	Billing Reference

Qty	Gross	Discount	Ext. Price
Equipment And Sales			\$2,500.66
	\$9,440.00	\$6,939.34	

1 Daily Dedicated Bandwidth 60Mbps \$2,500.66
 Wifi for 850
 Code: Reach2023

Job#	Room Name	Job Dates	
11974	Freedom Hall B	08/23/2023 8:00AM - 08/23/2023 9:00PM	
Post As	Billing Reference		
Day 1 - GS (Martinez) / Dinner (Corby)			
Qty	Gross	Discount	Ext. Price
Equipment And Sales	\$16,437.00	\$4,650.38	\$11,786.62
<u>Video</u>			\$6,572.30
1	Dual Ballroom Projection Package w/ 10' 6" x 18' 8" Screens	\$5,789.00	\$4,052.30
2	10'6"x18'8" Screen Frame		
2	10'6"x18'8" Front Projection Surface		
2	10'6"x18'8" Dress Kit Black		
2	8000 Lumen WUXGA Laser Projector		
2	NEC .79-1.14:1 LCD Zoom Lens		
2	Safelock Cover		
2	Safelock Stand 17"x25" Shelf		
1	Large Video Cable Lot		
1	xVision - SDI DA 1x4		
1	Dsan Perfect Cue System Presentation Remote		\$101.50
2	Lenovo E585 Laptop Computer 1 ea Presentation 1 ea Backup / Videos		\$336.00
1	HDMI & SDI Converter Deploy at Stage - AM Keynote Presenter Laptop Input		\$112.00
1	HD Video Switch Package	\$855.00	\$598.50
1	HD / SD Broadcast Switcher		
1	24" LED Monitor		
1	55" Confidence Monitor Package	\$685.00	\$479.50
1	55" LED Monitor		
1	Confidence Monitor Stand - Folding		
1	Camera Package - HD/SD Camcorder w/Tripod	\$1,275.00	\$892.50
	iMAG - Day 1 PM Entertainment Only		
1	Camcorder HD 1/3" 3-CHIP		
1	Zoom & Focus Controller		
1	7" Studio Viewfinder		
1	Lightweight Camcorder Tripod		
1	HDSDI Cable 250' + 3 XLR		
1	9" Professional Monitor		
<u>Audio</u>			\$2,082.92
1	Wireless Lavalier Microphone	\$200.00	\$140.00
1	UHF Wireless Mic Receiver - Single		
1	UHF Wireless Mic Bodypack & Lav		

1 Wireless Headset Microphone	\$280.00	\$84.00	\$196.00
<i>Rider Requirement - Dinner Session</i>			
1 Headset Microphone			
1 UHF Wireless Mic Receiver - Single			
1 UHF Wireless Mic Bodypack & Lav			
2 Wireless Handheld Microphone	\$400.00	\$120.00	\$280.00
<i>On Floor Stand - Q&A</i>			
1 UHF Wireless Mic Handheld - Beta58			
1 UHF Wireless Mic Receiver - Single			
1 Encore Music: Commercial Bckgrnd Music w/Player			\$121.50
1 Stereo Mini to XLR Audio Interface			\$45.50
<i>Provides Audio for Video @ Tech</i>			
1 Stereo Mini to XLR Audio Interface			\$45.50
<i>Provides Audio for Video @ Stage - PM Performer Rider (AM Keynote Backup)</i>			
1 Soundcraft Si Expression 1 (16 Ch)			\$217.00
<i>Provide 2 ea XLR (L/R) to mixer from Keynote Audio Interface</i>			
1 Self Powered 12" two way speaker			\$94.50
<i>Stage Monitor for AM Keynote per Rider</i>			
1 JBL VRX Sound System	\$1,342.00	\$399.08	\$942.92
2 JBL Speaker Fly Frame			
6 12" 2-Way Powered Line Array			
2 Single 18" Powered Line Array Subwoofer			
			\$1,298.50
<u>Lighting</u>			
1 Stage Wash Lighting Package-Conventional	\$1,105.00	\$331.50	\$773.50
8 36 Degree S4 Ellipsoidal			
2 3600W 6 Channel Dimmer Pack Stagepin out			
1 LED Lighting Controller 512 Ch DMX			
1 Lighting Cable Lot			
1 LED General Purpose Light Package	\$750.00	\$225.00	\$525.00
<i>LED Uplighting on Drape</i>			
10 LED Wash Light			
10 Black Light Shield			
			\$1,111.50
<u>Rigging</u>			
4 12" Box Truss - 10' Black 3/16 wall			\$306.00
<i>40' Truss - Downstage for lights.</i>			
2 Rigging Point Package, Motorized 1/2 Ton	\$464.00	\$46.40	\$417.60
1 1/2 Ton Chain Motor			
1 Chain Motor Fly Cable			
1 Chain Motor Controller CH			
2 1/2" Shackle			
2 GAC Flex			
1 Rigging Hang Point			
1 Rigging Support Package	\$431.00	\$43.10	\$387.90
1 26' Scissor Lift			
1 8-Way Chain Motor Controller			
1 8-Way Motor Control Remote			

Scenic **\$672.00**

40 22' Tall Drape Per Foot - Black \$672.00

Presenter Support **\$49.40**

1 Flipchart Package \$66.00 \$16.60 \$49.40

Deploy for Dinner - PM Performer Rider Requirement

1 Pad Flipchart Paper Plain

1 Marker Flipchart 4 Color

1 Flipchart Easel A-Frame - Metal

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$2,855.00
Rigging							\$320.00

Wednesday, August 23, 2023

1 Rigging Support Package \$320.00

1 Rigging Plot CAD Safety Review

Labor **\$2,535.00**

1 Event Technician to Show \$130.00 \$195.00 \$260.00 8.00 1.00 \$1,235.00
Call - 7a to 4p

1 Event Technician to Show \$130.00 \$195.00 \$260.00 5.00 \$650.00
Call - 4p to 9p (5 Hour Min)

1 Video Camera Operator \$130.00 \$195.00 \$260.00 5.00 \$650.00
Call - 4p to 9p (5 Hour Min)

Job#	Room Name	Job Dates
11994	Various Rooms	08/23/2023 10:15AM - 08/23/2023 3:15PM
Post As	B/O Floor Coverage	Billing Reference

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$1,050.00
Wednesday, August 23, 2023							
2	Floating Technician	\$105.00	\$157.50	\$210.00	5.00		\$1,050.00
	<i>Call - 10:15a to 3:15p (5 hour min)</i>						

Job#	Room Name	Job Dates
11948	Commonwealth Salon 1	08/23/2023 10:45AM - 08/23/2023 3:15PM
Post As	Day 1 - B/O #1	Billing Reference

Qty	Gross	Discount	Ext. Price
Equipment And Sales			\$617.40
	\$882.00	\$264.60	\$438.90
Video			\$438.90
1	Meeting Room Projector Pkg	\$627.00	\$438.90
	<i>Client provided laptop placed at projection cart</i>	\$188.10	
	1 Desktop LCD Proj 2000-4000 Lumen		

- 1 Safelock Cover
- 1 Designer King 8' Tripod
- 1 Safelock Stand 17"x25" Shelf
- 1 Small Video Cable Lot

<u>Audio</u>		\$178.50
1	Podium Microphone	\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>	\$45.50
1	10-Input Analog Mixer with Effects	\$87.50

Job#	Room Name	Job Dates
11976	Commonwealth Salon 2	08/23/2023 10:45AM - 08/23/2023 3:15PM
Post As	Day 1 - B/O #2	Billing Reference

Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$882.00	\$617.40
<u>Video</u>			\$438.90
1	Meeting Room Projector Pkg <i>Client provided laptop placed at projection cart</i>	\$627.00	\$438.90

- 1 Desktop LCD Proj 2000-4000 Lumen
- 1 Safelock Cover
- 1 Designer King 8' Tripod
- 1 Safelock Stand 17"x25" Shelf
- 1 Small Video Cable Lot

<u>Audio</u>		\$178.50
1	Podium Microphone	\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>	\$45.50
1	10-Input Analog Mixer with Effects	\$87.50

Job#	Room Name	Job Dates
11977	Commonwealth Salon 3	08/23/2023 10:45AM - 08/23/2023 3:15PM
Post As	Day 1 - B/O #3	Billing Reference

Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$1,107.00	\$774.90
<u>Video</u>			\$596.40
1	Meeting Room Projector Pkg w/ 6' x 10' 6" Screen <i>Client provided laptop placed at projection cart</i>	\$852.00	\$596.40

- 1 Desktop LCD Proj 2000-4000 Lumen
- 1 Safelock Cover
- 1 6'x10'6" Screen Frame
- 1 6'x10'6" Front Projection Surface with Black Back
- 1 Safelock Stand 17"x25" Shelf
- 1 Small Video Cable Lot

<u>Audio</u>	\$178.50
1 Podium Microphone	\$45.50
1 Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>	\$45.50
1 10-Input Analog Mixer with Effects	\$87.50

Job#	Room Name	Job Dates
11978	Commonwealth Salon 4	08/23/2023 10:45AM - 08/23/2023 3:15PM
Post As	Day 1 - B/O #4	Billing Reference

Qty	Gross	Discount	Ext. Price
Equipment And Sales	\$1,307.00	\$392.10	\$914.90

<u>Video</u>			\$596.40
1 Meeting Room Projector Pkg w/ 6' x 10' 6" Screen	\$852.00	\$255.60	\$596.40
<i>Client provided laptop placed at projection cart</i>			
1 Desktop LCD Proj 2000-4000 Lumen			
1 Safelock Cover			
1 6'x10'6" Screen Frame			
1 6'x10'6" Front Projection Surface with Black Back			
1 Safelock Stand 17"x25" Shelf			
1 Small Video Cable Lot			

<u>Audio</u>			\$318.50
1 Podium Microphone			\$45.50
1 Wireless Lavalier Microphone	\$200.00	\$60.00	\$140.00
<i>For ASL session</i>			
1 UHF Wireless Mic Bodypack & Lav			
1 UHF Wireless Mic Receiver - Single			
1 Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>			\$45.50
1 10-Input Analog Mixer with Effects			\$87.50

Job#	Room Name	Job Dates
11982	Constitution Boardroom	08/23/2023 10:45AM - 08/23/2023 3:15PM
Post As	Day 1 - B/O #8	Billing Reference

Qty	Gross	Discount	Ext. Price
Equipment And Sales	\$590.00	\$177.00	\$413.00

<u>Video</u>			\$413.00
1 Meeting Room Projector Pkg	\$590.00	\$177.00	\$413.00
<i>Provide Sound Support Through HDMI</i>			
1 Desktop LCD Proj 2000-4000 Lumen			
1 Designer King 8' Tripod			
1 Small Video Cable Lot			

Job#	Room Name	Job Dates	
11979	Heritage Salon C	08/23/2023 10:45AM - 08/23/2023 3:15PM	
Post As	Day 1 - B/O #5	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$2,322.00	\$1,625.40
<u>Video</u>			\$1,446.90
1	Ballroom Projector Package w/ 9' x 16' Screen <i>Client provided laptop placed at projection cart</i>	\$2,067.00	\$1,446.90
1	6500 Lumen 1920x1200 LCD Projector		
1	NEC .79-1.14:1 LCD Zoom Lens		
1	Safelock Cover		
1	9'x16' Screen Frame		
1	9'x16' Front Projection Surface		
1	Safelock Stand 17"x25" Shelf		
1	Small Video Cable Lot		
<u>Audio</u>			\$178.50
1	Podium Microphone		\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>		\$45.50
1	10-Input Analog Mixer with Effects		\$87.50

Job#	Room Name	Job Dates	
11980	Heritage Salon D	08/23/2023 10:45AM - 08/23/2023 3:15PM	
Post As	Day 1 - B/O #6	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$882.00	\$617.40
<u>Video</u>			\$438.90
1	Meeting Room Projector Pkg <i>Client provided laptop placed at projection cart</i>	\$627.00	\$438.90
1	Desktop LCD Proj 2000-4000 Lumen		
1	Safelock Cover		
1	Designer King 8' Tripod		
1	Safelock Stand 17"x25" Shelf		
1	Small Video Cable Lot		
<u>Audio</u>			\$178.50
1	Podium Microphone		\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>		\$45.50
1	10-Input Analog Mixer with Effects		\$87.50

Job#	Room Name	Job Dates	
11981	Heritage Salon E	08/23/2023 10:45AM - 08/23/2023 3:15PM	
Post As	Day 1 - B/O #7	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$882.00	\$617.40
<u>Video</u>			\$438.90
1	Meeting Room Projector Pkg <i>Client provided laptop placed at projection cart</i>	\$627.00	\$438.90
	1 Desktop LCD Proj 2000-4000 Lumen		
	1 Safelock Cover		
	1 Designer King 8' Tripod		
	1 Safelock Stand 17"x25" Shelf		
	1 Small Video Cable Lot		
<u>Audio</u>			\$178.50
1	Podium Microphone		\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>		\$45.50
1	10-Input Analog Mixer with Effects		\$87.50

Job#	Room Name	Job Dates	
11950	Various Rooms	08/24/2023 6:00AM - 08/24/2023 11:59PM	
Post As	Group Wi-Fi	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$0.00	\$0.00
1	Existing Equip Setup Rental Fee <i>Wifi for 850 Code: Reach2023</i>		\$0.00

Job#	Room Name	Job Dates	
11951	Freedom Hall Pre-Function	08/24/2023 7:30AM - 08/24/2023 4:30PM	
Post As	Registration	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$35.00	\$28.02
1	Customer Convenience Power <i>*Power strip set for registration table*</i>	\$35.00	\$28.02
	1 3' AC Cable		
	1 Edison/USB Power Hub		

Job#	Room Name	Job Dates		
11952	Freedom Hall B	08/24/2023 8:00AM - 08/24/2023 4:00PM		
Post As	Day 2 - GS	Billing Reference		
Qty		Gross	Discount	Ext. Price
Equipment And Sales		\$14,616.00	\$4,107.28	\$10,508.72
<u>Video</u>				\$5,679.80
1	Dual Ballroom Projection Package w/ 10' 6" x 18' 8" Screens	\$5,789.00	\$1,736.70	\$4,052.30
2	10'6"x18'8" Screen Frame			
2	10'6"x18'8" Front Projection Surface			
2	10'6"x18'8" Dress Kit Black			
2	8000 Lumen WUXGA Laser Projector			
2	NEC .79-1.14:1 LCD Zoom Lens			
2	Safelock Cover			
2	Safelock Stand 17"x25" Shelf			
1	Large Video Cable Lot			
1	xVision - SDI DA 1x4			
1	Dsan Perfect Cue System Presentation Remote			\$101.50
2	Lenovo E585 Laptop Computer 1 ea Presentation 1 ea Backup / Videos			\$336.00
1	HDMI & SDI Converter Deploy at Stage			\$112.00
1	HD Video Switch Package	\$855.00	\$256.50	\$598.50
1	HD / SD Broadcast Switcher			
1	24" LED Monitor			
1	55" Confidence Monitor Package	\$685.00	\$205.50	\$479.50
1	55" LED Monitor			
1	Confidence Monitor Stand - Folding			
<u>Audio</u>				\$1,746.92
1	Wireless Lavalier Microphone	\$200.00	\$60.00	\$140.00
1	UHF Wireless Mic Receiver - Single			
1	UHF Wireless Mic Bodypack & Lav			
2	Wireless Handheld Microphone	\$400.00	\$120.00	\$280.00
	On Floor Stand - Q&A			
1	UHF Wireless Mic Handheld - Beta58			
1	UHF Wireless Mic Receiver - Single			
1	Encore Music: Commercial Bckgrnd Music w/Player			\$121.50
1	Stereo Mini to XLR Audio Interface Provides Audio for Video @ Tech			\$45.50
1	Soundcraft Si Expression 1 (16 Ch)			\$217.00
1	JBL VRX Sound System	\$1,342.00	\$399.08	\$942.92
2	JBL Speaker Fly Frame			
6	12" 2-Way Powered Line Array			
2	Single 18" Powered Line Array Subwoofer			

<u>Lighting</u>			\$1,298.50
1 Stage Wash Lighting Package-Conventional	\$1,105.00	\$331.50	\$773.50
8 36 Degree S4 Ellipsoidal			
2 3600W 6 Channel Dimmer Pack Stagepin out			
1 LED Lighting Controller 512 Ch DMX			
1 Lighting Cable Lot			
1 LED General Purpose Light Package	\$750.00	\$225.00	\$525.00
LED Uplighting on Drape			
10 LED Wash Light			
10 Black Light Shield			
<u>Rigging</u>			\$1,111.50
4 12" Box Truss - 10' Black 3/16 wall			\$306.00
40' Truss - Downstage for lights.			
2 Rigging Point Package, Motorized 1/2 Ton	\$464.00	\$46.40	\$417.60
1 1/2 Ton Chain Motor			
1 Chain Motor Fly Cable			
1 Chain Motor Controller CH			
2 1/2" Shackle			
2 GAC Flex			
1 Rigging Hang Point			
1 Rigging Support Package	\$431.00	\$43.10	\$387.90
1 26' Scissor Lift			
1 8-Way Chain Motor Controller			
1 8-Way Motor Control Remote			
<u>Scenic</u>			\$672.00
40 22' Tall Drape Per Foot - Black			\$672.00

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$1,235.00
<u>Labor</u>							\$1,235.00
Thursday, August 24, 2023							
1 Event Technician to Show	\$130.00	\$195.00	\$260.00	8.00	1.00		\$1,235.00

Job#	Room Name	Job Dates	
11995	Various Rooms	08/24/2023 9:15AM - 08/24/2023 3:30PM	
Post As	B/O Floor Coverage	Billing Reference	

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$1,260.00
Thursday, August 24, 2023							
2 Floating Technician	\$105.00	\$157.50	\$210.00	6.00			\$1,260.00
Call - 9:15a to 3:15p							

Job#	Room Name	Job Dates	
11953	Commonwealth Salon 1	08/24/2023 9:45AM - 08/24/2023 3:30PM	
Post As	Day 2 - B/O #1	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$882.00	\$617.40
<u>Video</u>			\$438.90
1	Meeting Room Projector Pkg <i>Client provided laptop placed at projection cart</i>	\$627.00	\$438.90
	1 Desktop LCD Proj 2000-4000 Lumen		
	1 Safelock Cover		
	1 Designer King 8' Tripod		
	1 Safelock Stand 17"x25" Shelf		
	1 Small Video Cable Lot		
<u>Audio</u>			\$178.50
1	Podium Microphone		\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>		\$45.50
1	10-Input Analog Mixer with Effects		\$87.50

Job#	Room Name	Job Dates	
11955	Commonwealth Salon 2	08/24/2023 9:45AM - 08/24/2023 3:30PM	
Post As	Day 2 - B/O #2	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$882.00	\$617.40
<u>Video</u>			\$438.90
1	Meeting Room Projector Pkg <i>Client provided laptop placed at projection cart</i>	\$627.00	\$438.90
	1 Desktop LCD Proj 2000-4000 Lumen		
	1 Safelock Cover		
	1 Designer King 8' Tripod		
	1 Safelock Stand 17"x25" Shelf		
	1 Small Video Cable Lot		
<u>Audio</u>			\$178.50
1	Podium Microphone		\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>		\$45.50
1	10-Input Analog Mixer with Effects		\$87.50

Job#	Room Name	Job Dates	
11959	Commonwealth Salon 3	08/24/2023 9:45AM - 08/24/2023 3:30PM	
Post As	Day 2 - B/O #3	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$1,107.00	\$774.90
<u>Video</u>			\$596.40
1	Meeting Room Projector Pkg w/ 6' x 10' 6" Screen <i>Client provided laptop placed at projection cart</i>	\$852.00	\$596.40
	1 Desktop LCD Proj 2000-4000 Lumen		
	1 Safelock Cover		
	1 6'x10'6" Screen Frame		
	1 6'x10'6" Front Projection Surface with Black Back		
	1 Safelock Stand 17"x25" Shelf		
	1 Small Video Cable Lot		
<u>Audio</u>			\$178.50
1	Podium Microphone		\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>		\$45.50
1	10-Input Analog Mixer with Effects		\$87.50

Job#	Room Name	Job Dates	
11956	Commonwealth Salon 4	08/24/2023 9:45AM - 08/24/2023 3:30PM	
Post As	Day 2 - B/O #4	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales		\$1,107.00	\$774.90
<u>Video</u>			\$596.40
1	Meeting Room Projector Pkg w/ 6' x 10' 6" Screen <i>Client provided laptop placed at projection cart</i>	\$852.00	\$596.40
	1 Desktop LCD Proj 2000-4000 Lumen		
	1 Safelock Cover		
	1 6'x10'6" Screen Frame		
	1 6'x10'6" Front Projection Surface with Black Back		
	1 Safelock Stand 17"x25" Shelf		
	1 Small Video Cable Lot		
<u>Audio</u>			\$178.50
1	Podium Microphone		\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>		\$45.50
1	10-Input Analog Mixer with Effects		\$87.50

Job#	Room Name	Job Dates	
11992	Constitution Boardroom	08/24/2023 9:45AM - 08/24/2023 3:30PM	
Post As	Day 2 - B/O #8	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales	\$590.00	\$177.00	\$413.00
<u>Video</u>			\$413.00
1	Meeting Room Projector Pkg <i>Provide Sound Support Through HDMI</i>	\$590.00	\$413.00
	1 Desktop LCD Proj 2000-4000 Lumen		
	1 Designer King 8' Tripod		
	1 Small Video Cable Lot		

Job#	Room Name	Job Dates	
11954	Heritage Salon C	08/24/2023 9:45AM - 08/24/2023 3:30PM	
Post As	Day 2 - B/O #5	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales	\$2,322.00	\$696.60	\$1,625.40
<u>Video</u>			\$1,446.90
1	Ballroom Projector Package w/ 9' x 16' Screen <i>Client provided laptop placed at projection cart</i>	\$2,067.00	\$1,446.90
	1 6500 Lumen 1920x1200 LCD Projector		
	1 NEC .79-1.14:1 LCD Zoom Lens		
	1 Safelock Cover		
	1 9'x16' Screen Frame		
	1 9'x16' Front Projection Surface		
	1 Safelock Stand 17"x25" Shelf		
	1 Small Video Cable Lot		
<u>Audio</u>			\$178.50
1	Podium Microphone		\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>		\$45.50
1	10-Input Analog Mixer with Effects		\$87.50

Job#	Room Name	Job Dates	
11957	Heritage Salon D	08/24/2023 9:45AM - 08/24/2023 3:30PM	
Post As	Day 2 - B/O #6	Billing Reference	
Qty	Gross	Discount	Ext. Price
Equipment And Sales	\$882.00	\$264.60	\$617.40
<u>Video</u>			\$438.90
1	Meeting Room Projector Pkg <i>Client provided laptop placed at projection cart</i>	\$627.00	\$438.90
	1 Desktop LCD Proj 2000-4000 Lumen		

- 1 Safelock Cover
- 1 Designer King 8' Tripod
- 1 Safelock Stand 17"x25" Shelf
- 1 Small Video Cable Lot

Audio		\$178.50
1	Podium Microphone	\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>	\$45.50
1	10-Input Analog Mixer with Effects	\$87.50

Job#	Room Name	Job Dates
11958	Heritage Salon E	08/24/2023 9:45AM - 08/24/2023 3:30PM
Post As	Day 2 - B/O #7	Billing Reference

Qty	Gross	Discount	Ext. Price
Equipment And Sales	\$882.00	\$264.60	\$617.40
Video			\$438.90
1	Meeting Room Projector Pkg <i>Client provided laptop placed at projection cart</i>	\$627.00	\$438.90

- 1 Desktop LCD Proj 2000-4000 Lumen
- 1 Safelock Cover
- 1 Designer King 8' Tripod
- 1 Safelock Stand 17"x25" Shelf
- 1 Small Video Cable Lot

Audio		\$178.50
1	Podium Microphone	\$45.50
1	Stereo Mini to XLR Audio Interface <i>Provides Audio for Video</i>	\$45.50
1	10-Input Analog Mixer with Effects	\$87.50

Job#	Room Name	Job Dates
12002	Freedom Hall B	08/24/2023 5:00PM - 08/24/2023 11:59PM
Post As	Strike - GS	Billing Reference

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$1,910.00
Thursday, August 24, 2023							
2	Rigger To Strike	\$135.00	\$202.50	\$270.00	3.00		\$810.00
2	Technician To Strike	\$110.00	\$165.00	\$220.00	5.00		\$1,100.00

Job#	Room Name	Job Dates						
12003	Various Rooms	08/24/2023 5:00PM - 08/24/2023 11:59PM						
Post As	Strike - Breakouts 8 ea	Billing Reference						
Qty		Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor								\$660.00
Thursday, August 24, 2023								
2	Technician To Strike	\$110.00	\$165.00	\$220.00	3.00			\$660.00
Loss Damage Waiver								\$1,829.88
Subtotal For Event		\$72,615.88		\$21,098.68				\$51,517.20
Sales Tax								\$2,941.18
Total Estimate								\$54,458.38

***Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.**

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE. This Event Quote will be valid for a period of thirty (30) days from the date of the Event Quote or until December 31 of the calendar year in which the Event Quote was issued, whichever is earlier ("Acceptance Period"). These General Terms and Conditions ("Terms") govern the provision of equipment, labor, and services to be provided by Encore Group (USA) LLC ("Encore") to the customer ("Customer") for the event ("Event") at the venue ("Venue"), each as specified in the Event Quote (or similar ordering document) to which these Terms are attached, and form an integral part of such Event Quote or similar ordering document. In the event that this Event Quote is not accepted, signed and returned to Encore within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period. Encore agrees to provide and Customer agrees to pay for, the charges for equipment, labor, and services specified in the Event Quote. The Event Quote and these Terms may be collectively referred to as the "Agreement."

2. ESTIMATE. Encore developed this Event Quote based upon information provided by the Customer. This Event Quote is only an estimate of equipment and services Encore will provide in connection with the Event. Therefore, any estimate provided to Customer in connection with the expected service hours, labor hours and/or number of days the Equipment is rented is solely an estimate. If the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal or quote, Customer will be charged for those overages at Encore's standard rates, less any applicable discounts. In the case where Customer requests and Encore provides, equipment, services, or labor in connection with the Event that is in excess of what is specified in the Event Quote, the parties will execute updated/amended forms or change orders as needed to indicate approval of these additional terms. Customer will be charged and pay for all such additional equipment, services, or labor (including rental fees and freight) at Encore's prevailing standard rates, whether or not any additional forms are executed. Unless otherwise itemized on the Event Quote, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable to the Event), which will be charged to, and payable by, Customer upon final invoice. Sales tax-exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. If Customer does not send tax exemption certificates to Encore prior to commencement of the Event, sales tax will be charged to, and payable by, the Customer, and will be included in the final invoice.

3. LABOR RATES. Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply, and Encore bases them upon prevailing rates and practices at the Venue and of the Encore business division providing the equipment and services. Encore developed labor estimates based on information provided by the Customer. All labor calls are subject to a minimum charge period based on the Venue rules, Encore servicing division policies, and union rules, as they may apply. In the event that a labor resource works more hours than priced in the Event Quote, Encore will bill the Customer and will pay for the appropriate prevailing or premium rate for the additional hours worked.

4. EVENT TECHNOLOGY SUPPORT. If Event Technology Support (ETS) is listed on your Event Quote, then this Section 4 shall apply. ETS covers additional support elements for the Event including, but not limited to, daily gear preparation, equipment testing, and related consumable items necessary for the Event. ETS charges are not gratuities and are NOT paid in whole or in part to Encore (or other) employees in connection with the Event, and amounts comprising ETS are not otherwise shared with Encore (or other) employees.

5. SERVICE CHARGES. If Service Charges are listed on your Event Quote, then this Section 5 shall apply. The Venue or Encore may bill service charges in association with an Event. Service charges are NOT gratuities that are paid in whole or in part to Encore or other employees in connection with the Event.

6. ADMINISTRATION FEES. If Administration Fees are listed on your Event Quote, then this Section 6 shall apply. Administration Fees are billed in association with all Events and cover general, administrative and overhead expenses incurred in connection with the equipment and services provided by Encore and its operations. These fees are not gratuities and are not received by Encore employees.

7. LOSS DAMAGE WAIVER (LDW). If LDW is quoted in the Event Quote and is accepted by Customer, then Encore will waive charges for loss or damage to Encore-owned equipment provided that: (1) if any loss or damage occurs, Customer agrees it will be required to participate in any investigation by Encore, facility security, insurers, or other authorities; and (2) if Encore determines that the loss or damage was intentionally caused by Customer or its representatives, the LDW will not apply and Customer will be fully responsible for all such loss or damage.

8. EQUIPMENT RATES. This Section 8 does not apply to a fully virtual event. Unless otherwise noted, Encore bases all rates upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 AM to 11:59 PM. Customer agrees to pay the rental fees described in the Event Quote for the stipulated period. Any equipment that is used or retained by Customer for a longer period will be subject to Encore's prevailing rates until Customer returns the equipment.

9. EQUIPMENT HANDLING. This Section 9 does not apply to a fully virtual event. Encore personnel must handle all equipment. Customer may not move, store, or service the equipment or any other party. Customer may not operate the equipment unless authorized in writing by Encore. Customer will incur additional charges if Customer violates this requirement. Customer permits Encore free access to the equipment at any time before, during, or after the Event for purposes of set/strike, maintenance, and routine checks. Encore retains all title and rights in and to the equipment and all related accessories.

10. DAMAGE & SECURITY. This Section 10 does not apply to a fully virtual event. Customer agrees that, prior to the beginning of the event, it shall have the right to review and inspect the equipment with Encore personnel to confirm it is in good operating condition. Customer shall immediately notify Encore if any equipment is defective or not in good operating condition. Customer's failure to review or inspect the equipment prior to the start of the event or notify Encore if the equipment is defective or not in good operating condition shall be deemed an acknowledgment that the equipment is in good operating condition. Customer will be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Encore's negligence. In addition to amounts due to Encore in connection with the Event Quote, Customer agrees to pay Encore, upon demand, all amounts incurred by Encore on account of lost, damaged and stolen equipment, based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer will be responsible for rental fees while an Encore-authorized company repairs or replaces equipment as required. If Customer requires security or Encore deems security necessary during an event, Customer will be responsible for all costs in connection with the provision of security.

11. EQUIPMENT FAILURE. Encore maintains and services its equipment in accordance with the manufacturer's specifications and standard industry practice. However, Encore does not warrant or guarantee that the equipment or services Encore provides will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason, Customer agrees to immediately notify an Encore representative. Encore will attempt to remedy the problem as soon as possible so that no problems interrupt the Event. Customer agrees and acknowledges that Encore assumes no responsibility or liability for any loss, cost, damage, or injury to persons or

property in connection with the Event because of inoperable equipment or other service issues.

12. **PAYMENT.** (a) **Master Account** Following the Event, Encore may issue Customer an "Event Order" which summarizes all actual charges. If the Venue requires Customer to establish a "Master Account" with the Venue, the Venue will be Encore's agent for payment. Encore will invoice the Venue, and the Venue will invoice Customer. Customer will pay the Venue. Customer must notify Encore prior to the Event if Customer did not secure a Master Account with the Venue in order to confirm direct billing arrangements. Upon conclusion of the Event, if Customer has established a Master Account, then Customer will make full and final payment to Encore through such Master Account with the Venue in accordance with the Venue's payment terms; (b) **Direct Bill** – If the Venue is not invoicing Customer through a Master Account with the Venue, Customer will be direct billed for all equipment rental, labor, or services provided by Encore, and must establish credit with Encore by completing a credit application at least 30 days prior to the first day of the Event or at signing of the Event Quote if that date is within 30 days of the Event start date. Based on the results of the credit application, Encore may require Customer to make a deposit payment of up to the full amount at least 30 days prior to the first day of the Event, or at signing of the Event Quote if such date is within 30 days of the first day of the Event. Encore will credit the deposit received to the final invoice for the Event. Encore requires Customer to make full and final payment to Encore within the terms determined by Encore from Customer's credit application; and (c) **Late Payment** – If Customer fails to make payment by the specified payment date outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

13. **CREDIT CARDS.** Encore accepts credit cards (Visa, Master Card, American Express, or Discover) as payment for invoices in certain situations, such as COD orders and orders under \$50,000. For non-COD orders and orders over \$50,000, Customer will pay by ACH or by check as directed by Encore. There may be circumstances in which Customer may pay orders over \$50,000, but Encore must approve such payment arrangements in writing in advance.

14. **CREDIT CHECK.** Encore reserves the right to run a credit check on Customer before this Agreement is signed and at any time after the Agreement is signed, so long as this Agreement is in effect or Customer has outstanding funds due to Encore. Should Encore determine that Customer's credit history is such that Encore must modify the payment terms included above, Customer agrees to work with Encore reasonably and in good faith to update the payment terms. Customer specifically authorizes Encore to prepare and file without Customer's signature any Uniform Commercial Code ("UCC") financing statement amendments to Customer's existing UCC financing statements and any other filings or recordings in all jurisdictions where Encore determines necessary or desirable, and authorizes Encore to describe the collateral in such filings in any manner as Encore determines appropriate. If Customer fails to make payment by the specified payment date, outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

15. **EVENT CANCELLATION.** If Customer cancels the Event or the provision of audiovisual equipment, labor, or services by Encore **30 days or more** before the first day of the Event, no cancellation charges will apply, except for any expenses actually incurred or services actually rendered by Encore, which will be payable by Customer. Cancellations received **29 to 15 days before** the first day of the Event will be subject to a cancellation charge equal to **50%** of the charges contained in the Event Quote. Cancellations received **14 to 3 days before** the first day of the Event will be subject to a cancellation charge of **75%** of the charges contained in the Event Quote. Cancellations received **less than 3 days (72 hours) before** the first day of the Event or the start of load-in, whichever is earlier, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to **100%** of the total charges set out in the Event Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event or cancels the provision of audiovisual equipment, labor, or services by Encore, and that such charges are not a penalty. Cancellation fees, including fees to cover any incurred Encore costs, will be due immediately upon any such cancellation by Customer. ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY ENCORE'S ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM SETS, GOBOS, OR OTHER CUSTOM MATERIALS HAVE BEEN ORDERED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO Encore REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY Encore OR ITS AFFILIATES IN SECURING OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.

16. **CHANGES TO EVENT QUOTE.** Customer may request changes to equipment, labor, or services specified in the Event Quote, and the cancellation charges in Section 15 will not apply if Customer signs a revised Event Quote within 24 hours of the first day of the Event and provided that the total charges in the revised Event Quote are not less than ninety percent (90%) of the charges in the original Event Quote. Encore will use commercially reasonable efforts to accommodate all such Customer requests but will not be liable to Customer for any failure to do so.

17. **INDEMNIFICATION.** Customer and Encore each hereby forever agree to indemnify, defend, and hold harmless the other for any and all third party claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of the indemnifying party and its respective employees, agents, representatives, and contractors. Customer also agrees to indemnify, defend, and hold harmless Encore against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of Encore's use of any and all Customer-provided materials such as images, recordings, transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the Event.

18. **LIMITATION OF LIABILITY.** Under no circumstances will either party be liable to each other for any indirect, exemplary, reliance, special, or consequential damages (including, but not limited to, loss of revenues or profits, interest, use, or other consequential economic loss) howsoever caused, whether arising in contract, tort, or otherwise, and even if such damages are foreseeable to such party or such party has been advised of the possibility of such damages. EACH PARTY'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH AN EVENT QUOTATION AND THE EVENT ITSELF WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.

19. **COOPERATION IN INVESTIGATIONS.** Encore and Customer each agree to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during Encore's performance of the services for Customer. Encore and Customer further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either party.

20. **INTELLECTUAL PROPERTY.** Customer allows Encore to use the trademarks, trade names, service marks, and other intellectual property provided by Customer to Encore for the purposes of carrying out Encore's duties under this Event Quote and as otherwise requested by Customer. By signing this Agreement, Customer agrees that it has full authority to use the trademarks, trade names, service marks, and other intellectual property given to Encore for use in connection with the Encore Services under this Agreement. Further, Customer permits Encore to include photos, renderings of set designs and other elements of Customer's event(s) as Encore may reasonably require in showing current or prospective customers examples of Encore's work.

21. **NO OTHER WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE EQUIPMENT, LABOR, AND SERVICES ARE PROVIDED BY ENCORE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND Encore DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR

IMPLIED.

22. FORCE MAJEURE. The parties' performance under this Agreement is subject to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or any other emergency of comparable nature beyond the parties' control; in each instance making it impossible, illegal or impracticable to perform its obligations under this Agreement ("Force Majeure Event"). In the event of the occurrence of a Force Majeure Event, the parties agree that, if possible, the Event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each party; if the parties are unable to reschedule, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, provided that in the event of any cancellation or postponement of the Event or termination of this Agreement due to a Force Majeure Event, Encore will return to Customer any and all prepayments and deposits made by Customer, less reimbursement for any work performed and expenses incurred by Encore up through the date of cancellation, postponement or termination (or Customer shall, within fourteen days of invoice, pay Encore for all such expenses incurred and work performed if no deposit or prepayment has been made).

23. INTERNET/NETWORK EQUIPMENT AND SERVICES. In the event this Agreement includes internet/network equipment and/or services, Customer understands and agrees as follows: (a) Every device connected to the venue's internet/network must have purchased connectivity and/or bandwidth from Encore; (b) No customer provided servers, routers, managed switches or security appliances are allowed without prior written approval from Encore; (c) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (d) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected; (e) Specific service location is defined as the area in the booth, room, meeting space, or other area designated by the Customer. Service extended beyond rooms, air walls, doorways, walkways or an extended distance from the originally agreed upon drop point will incur an additional fee; (f) Encore is not responsible for any cable and/or equipment provided by Customer or any third party; (g) The network may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secret or confidentiality obligations; (h) WIRELESS (802.11) DECLARATION. Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Encore does not recommend wireless service for mission critical services such as product presentations or demonstrations. For demonstrations or to present products and other mission critical activity via the internet, Encore highly recommends Customer purchases hardwired services. If you are unsure which product best suits your needs, please contact Encore's on-site representative. Customer provided access points are prohibited for use within the Event facility without Encore's advance written approval. Approvals may incur a site survey or engineering fee.

24. VIRTUAL/HYBRID MEETINGS AND SERVICES. In the event this Agreement includes virtual and/or hybrid meetings and related services, the Customer understands and agrees as follows: (a) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (b) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's equipment, platforms, applications, connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer or attendee found to have violated this Agreement or and usage restrictions without any refunds for services that have been disconnected; (c) Encore is not responsible for any Event interruptions or transmission failures due to (i) the operation or failure of any cable, equipment, or software/conferencing platform provided by Customer, a presenter, or any third party, or (ii) a power surge, interruption, or failure at the location of any attendee or presenter; (d) The virtual and/or hybrid meeting platforms, applications, and services may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This may include, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, trade secrets, or materials protected by trade secret or confidentiality obligations; (e) Internet speed and functionality at the Customer's, presenter's or attendee's location can greatly impact the quality of the Event, and accordingly, Encore is not responsible for any Event interruptions or transmission failures due to internet speeds, latency, connections, or failures at the Customer's remote location, or at the remote location of any presenter or attendee, or at any location where Encore does not manage the internet services.

25. CUSTOMER MATERIAL HANDLING. Unless this Agreement expressly includes or otherwise necessitates Encore's handling of Customer's materials in connection with the provision of services, Customer shall not ask Encore to handle or assist in handling Customer's materials and Encore assumes no responsibility for loss, damage, theft or disappearance for any such materials. In the event Encore handles Customer's materials as part of this Agreement, Encore's maximum liability for loss or damage to such materials and Customer's sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

26. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the state where the Event is located, without regard to principals of conflicts of laws. If the Event is a virtual event (or a hybrid in-person/virtual event) and the majority of the Event attendees are located in two or more states, this Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Illinois without regard to principles of conflicts of laws.

27. MISCELLANEOUS. This Agreement (as may be subsequently amended or supplemented as mutually-agreed) are the entire agreement between the parties and supersede any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the parties for the same services, and may only be modified by written agreement signed between the parties. For the avoidance of doubt, handwritten changes to these Terms or an Event Quote are expressly rejected unless signed or initialed by both parties. The terms of any purchase order or other document issued by Customer will not bind Encore unless otherwise expressly agreed to by Encore in a signed writing. Customer agrees that the Agreement and related documents may be digitally scanned and transmitted to Customer following signing by Customer, and that on acceptance by Encore of such signed Event Quote in digital, facsimile, or other form, such signed Event Quote in Encore's possession will be deemed for all purposes to be an executed original. In the event any provision of this Agreement is unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement. All provisions of this Agreement related to indemnification, disclaimers and limitations on liability and all other obligations of the Parties that arise in connection with Encore's provisions of Equipment and/or Services survive the termination of this Agreement.

28. ADDITIONAL TERMS AND CONDITIONS. From time to time, Encore may also include additional Event-specific terms in an updated Event Quote. When Customer requests additional services, Customer understands and agrees to any additional provisions contained within the updated Event Quote.

Prepared For: Reach Cyber Charter School
Quote No: 2176-3208
Total Estimate: \$54,458.38

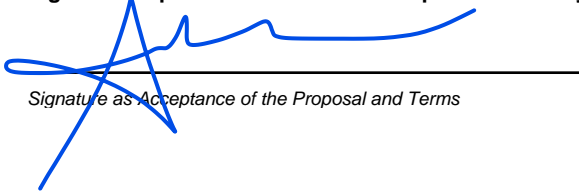
Approved By: _____

Printed On: 08/04/2023 07:47 AM

Prepared By: Kevin Rudolph

Prepared For: Reach Cyber Charter School (April Kretchman)

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.



Signature as Acceptance of the Proposal and Terms

8/4/23

Date of Acceptance



Melissa Renee Crum
 Mosaic Education Network
 Diversity & Equity Practitioner
 6144321888
 melissacrum@mosaiceducationnetwork.com

Section 1: Proposal

	Keynote: Strategies to Focus on Racial Equity			\$8,500	
<p>A one-hour lecture where participants learn definitions connected to identity and how microaggressions show up in the classroom, causing unintentional harm. Participants are ready to begin or continue their journey towards greater self-awareness.</p>					
	Understanding Implicit Bias through Self-Reflection	1	Item	\$5,500	\$5,500
<p>This 2-hour workshop focuses on examining how people and experiences have shaped our individual identity formation. We investigate how these experiences make each of us complex, and how that complexity impacts our relationships with colleagues. Participants identify potential challenges that can be misinterpreted by colleagues, as well as opportunities to build connections with each other.</p>					
	Best Practices for Collaboration, Conflict, & Community Building in Education	1	Item	\$5,500	\$5,500
<p>Learn strategies to help transform challenges into opportunities to create shared experiences, ultimately building stronger relationships with students and colleagues.</p> <ul style="list-style-type: none"> - Do's and Don'ts: Responding to Spontaneous Challenges - 7 Components of a Critical Discussion - Developing Classroom Principles and Practices - Recognize Your Triggers 					
Subtotal					\$19,500
Grand Total					\$19,500

Section 2: Terms

Cost, Fees and Payment

COST

The total cost ("Total Cost") for all Services is 19,500.00* (nineteen thousand five hundred dollars) due in full by Aug 24, 2023*.

The Client shall pay a 10% deposit once the contract is signed. The first payment is a non-refundable retainer. At a minimum, the Client agrees that the retainer fee fairly compensates the Contractor for committing to provide the Services and turning down other potential projects/clients.

The payment schedule is as follows:

- **Keynote: Strategies to Focus on Racial Equity**
A one-hour lecture where participants learn definitions connected to identity and how microaggressions show up in the classroom, causing unintentional harm. Participants are ready to begin or continue their journey towards greater self-awareness.
- **Understanding Implicit Bias through Self-Reflection**
This 2-hour workshop focuses on examining how people and experiences have shaped our individual identity formation. We investigate how these experiences make each of us complex, and how that complexity impacts our relationships with colleagues. Participants identify potential challenges that can be misinterpreted by colleagues, as well as opportunities to build connections with each other.
- **Best Practices for Collaboration, Conflict, & Community Building in Education**
Learn strategies to help transform challenges into opportunities to create shared experiences, ultimately building stronger relationships with students and colleagues.
 - Do's and Don'ts: Responding to Spontaneous Challenges
 - 7 Components of a Critical Discussion
 - Developing Classroom Principles and Practices
 - Recognize Your Triggers

Location and Delivery of Services

Location. Contractor shall deliver Services to Client at the following location(s):

25 South Queen Street Lancaster, PA*

Delivery of Services.

- Once the Client has paid the 10% deposit, the Client will be given a link to schedule the virtual or in-person workshop(s) or speaking engagement.
- For in-person events, the Client will compensate and/or reimburse the Contractor for transportation, housing and lodging. Transportation includes flight and ground transportation.
- Contractor shall choose if ground transportation will be used as the only means of transportation. For clients within 1-3 hour driving distance (or 45 - 165 miles away); the travel charge is the following:
 - \$250 1 hour distance
 - \$500 2 hour distance
 - \$750 3 hour distance

Additional Services

Registration. The Client has the option to control workshop registration or allow the Contractor to manage registration logistics. The Client agrees to notify the Contractor via email with the preferred method of participant registration at least 21 business days prior to the first workshop.

Recorded Workshops. The Contractor can provide access to any recorded workshops on a password protected platform with unlimited view for six months. The fee is \$450 per workshop video. The Client shall notify the Contractor via email at least five business days prior to the facilitation of the selected workshops the Client wants to be recorded.

Workshops are prohibited from being recorded without prior permission from the Contractor and payment of associated fees.

Intellectual Property

Copyright Ownership. In the event that any copyrighted work(s) are created as a result of the Services provided by the Contractor in accordance with this Agreement, the Contractor shall own all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States

Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by the Contractor and may only be used in the reasonable course of the Contractor's business.

Confidentiality

The Parties will treat and hold all information **contained, relating to or arising out of** this Agreement, the Services provided and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, the Parties will return all such information, including account access information, and any and all copies to the original Party, and will remain bound to the Confidentiality provision of this Agreement. Confidential information (herein "Confidential Information") means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, client acquisition strategies, advertising campaigns, information regarding executives and employees, and the terms and provisions of this Agreement.

Further, at all times neither Party shall use or disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, clients, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form to any parties outside of this Agreement.

This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of receiving Party; is rightfully received from a third party not owing a duty of confidentiality; is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing Party; or is independently developed by either Party without prior knowledge of privileged or confidential information.

Relationships of the Parties

The Contractor and any related sub-contractors are not employees, partners or members of the Client's company, organization or its affiliates. The Contractor has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. The Contractor has the right to hire assistants, subcontractors or employees to provide the Client with its Services. Parties are individually and separately responsible for their own business operation and expenses, including securing or paying any licensing fees, insurance, taxes (including FICA), registrations or permits. The Client is not responsible for paying for any benefits, Workers Compensation, insurance or unemployment fees to the Contractor.

Income Tax Designation

The Contractor expressly agrees that it is an independent contractor of the Client, and not an employee. The Client agrees not to exert or retain control of, or the right to control, the terms, mode and manner of the services to be performed by the Contractor. Rather, it is the intent of the Client and Contractor that the Contractor shall have the right to control all terms and conditions of the work it is performing, except as otherwise provided herein, consistent with the standards of the Client. The Client will issue a 1099 form to the Contractor for payments made to the Contractor under this Agreement. Under no circumstances will the Contractor be entitled to any form of fringe benefit or employee benefit of the Client, including, but not limited to, any deferred compensation, 401(k), retirement, disability, health insurance, or life insurance benefit or coverage, and the Contractor irrevocably waives any such entitlement. The Contractor will be responsible for paying or reporting any federal or state income tax withholding, social security or Medicare taxes, or workers' compensation or unemployment insurance applicable to the Contractor. The Contractor releases and discharges the Client from any liability for any fringe benefit or employee benefit, or any taxes that may be assessed in connection with payment to the Contractor.

Limit of Liability

The Client agrees that the maximum amount of damages she is entitled to in any claim of or relating to this Agreement or Services provided herein are not to exceed the Contractor's total cost as set forth in this Agreement.

The Client agrees to not charge the Contractor more than the cost within the agreement.

INDEMNIFICATION

The Client agrees to indemnify and hold harmless Contractor and its employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services provided herein.

ASSUMPTION OF RISK

Client and related parties/ participants expressly assume any risk of the Service and related activities as described herein.

CANCELLATIONS AND RESCHEDULING

CLIENT DESIRES TO CANCEL OR RESCHEDULE

If the Client desires to cancel Services of Contractor for any reason at any time, then the Client shall provide at least 30 days Notice to Contractor in order to cancel this contract. The Client may reschedule Services with at least 72* hours Notice. Providing Notice will not relieve the Client of any currently outstanding payment obligations. The Contractor will not be obligated to refund any portion of monies the Client has previously paid to the Contractor. If the Contractor is able to re-book further Services on or before the Client's final delivery date, the

SEVERABILITY

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.

AMENDMENTS

This Agreement may only be amended by the parties' written agreement. The Client can request a meeting with the Contractor using the following link to discuss any necessary amendments to the agreement: <https://cal.mixmax.com/melissacrum/letschat>

ASSIGNMENTS

Neither party may assign or subcontract any rights or obligations in this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Merger. This Agreement constitutes the final agreement between the parties relating to the Speaking/Keynote and workshops* and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.



SHUMAKER

PLAN • DESIGN • TRANSFORM

240 HARRISBURG AVE • LANCASTER, PA 17603
717.735.0767 • SALES@SHUMAKERPDT.COM

QUOTE

Reach Cyber - Professional
Quote Number 23-0699

Client

Reach Cyber Charter School
750 East Park Drive Suite 204
Harrisburg, PA 17111
US
Phone: 1 (866) 732-2416
Email: info@reachcyber.org

Venue / Site

Lancaster Marriott at Penn Square
25 S Queen St.
Lancaster, PA 17603
Email: Interstate-invoice@banctec.com

Quote Information

Quote Number:	23-0699	Terms:	50%dep/2W Advance -
Name:	Reach Cyber - Professional	Shipping Method:	
Account:	Sierra Shaub	Customer PO #:	
Ship Date:	8/23/2023 12:00 AM	Total:	\$20,001.13
Return Date:	8/24/2023 12:00 AM	Sales Tax Rule:	Non Taxable Sales
Deposit:	\$10,000.57	Valid Until:	8/4/2023

Quote Summary

<u>Description</u>	<u>Cost</u>
Rental	\$15,201.00
Labor	\$4,152.00
Subtotal	\$19,353.00
Delivery and Pickup	\$75.00
Sales Tax	\$0.00
Total	\$20,001.13
Total Applied	\$0.00
Balance Due	\$20,001.13
Credit Card	\$573.13



QUOTE

Reach Cyber - Professional
Quote Number 23-0699

Quote Number:	23-0699	Ship Date:	8/23/2023 12:00 AM
Name:	Reach Cyber - Professional	Return Date:	8/24/2023 12:00 AM
Account:	Sierra Shaub	Total:	\$20,001.13

Terms and Conditions

Quotation ("Quote") - Prices set forth in the Quote are valid until the Valid Until Date shown on the quote (generally 30 days from the date the Quote is issued) and are subject to change thereafter.

Reserving Equipment and Labor - This Quote does not guarantee availability of equipment and labor. Shumaker PDT, Inc. (hereafter known as "Shumaker") requires any deposit noted in the Terms shown under Contract Information on the first page of this Quote, along with a signed Quote Contract ("Contract"), to reserve equipment and labor and to confirm a Contract.

Labor - This Quote includes good faith estimates of the labor required to fulfill the event needs as defined by the Quote. Should actual labor be higher than anticipated either as a result of additional requests made by the Client outside of this Quote or due to other issues outside of Shumaker' control, the Client will be charged an additional amount at Shumaker' discretion.

Modifications - Modifications or additions to this Quote shall not be effective or binding on Shumaker unless the updated version of the Quote and Contract is signed by the Client.

Final Payment - The total amount is to be paid in full according to the Terms shown under Contract Information on the first page of this Quote.

Payment - Payment may be made by check made out to Shumaker PDT as well as by electronic funds transfer.

Cancellation Policy - Clients who cancel a confirmed Contract may be responsible for 25% of the total Contract or incurred expenses at the discretion of Shumaker. If a cancellation is made with less than 48 hours notice prior to the event, the client shall be responsible to pay Shumaker for 50% of the total Contract. If a cancellation is made on the day of the event, the client shall be responsible to pay Shumaker for 100% of the total Contract.

Expedite Services - A 20% charge may apply to equipment or services requested with notice of less than two (2) business days before the event.

Payment Penalties - A charge of 1.5% per month will be added to past due accounts. Shumaker reserves the right to deny services to Clients with delinquent accounts. The Client shall be liable for any costs incurred by Shumaker, including attorneys' fees associated with collection of payment.

Taxes - All amounts due for taxes and assessments will be added to the Client' invoice and are the responsibility of the Client. No tax exemption will be granted unless the Client' "xemption Certificate"(or other official proof of exemption) has been received.

Proprietary Design - The Client recognizes that Shumaker spends considerable amounts of time and effort planning and designing the components that are the basis of this Quote. The underlying work and any designs, sketches, documents or other intellectual property generated by the work are exclusive and proprietary to Shumaker. DS (initial)

Confidentiality - Any designs, sketches, documents, quotes, or other intellectual property originated by Shumaker are submitted in confidence to the Client and will not be disclosed by the Client to any third party nor shall the Client allow any third party to mimic Shumaker' designs. DS (initial)

Photo Release - The Client hereby grants Shumaker permission to use any photograph, video, or other digital media ("hoto" from the event to which this Contract applies in any and all of its advertising or publications, including web-based publications, without payment or other consideration (including royalties or other compensation arising or related to the use of the photo) and without the Client' prior inspection or approval of the finished product. Should an event photographer be involved, Shumaker PDT will obtain permission from the event photographer prior to using the photo. DS Permission given Permission denied

Third Party Intellectual Property Rights - Shumaker is not responsible for music, video, film or performance playback rights, royalties or fees. Shumaker is not responsible for any audio visual media supplied by the Client. By providing any of the aforementioned to Shumaker for use at the event or otherwise using any of the aforementioned at the event, the Client represents that it has obtained permission for its use. The Client, by signing below, agrees to indemnify and to hold harmless Shumaker for any damages as well as attorneys' fees resulting from any action by any party asserting a violation of intellectual property rights.

Liability for Loss or Damage - The Client accepts liability to pay in full for any damage or loss to Shumaker' equipment or equipment supplied by vendors or independent contractors contracted by Shumaker (collectively, its "endors", arising out of an act or omission of the Client, its vendors or its guests. Shumaker and its vendors accept no responsibility in respect of any loss incurred whatsoever to the Client its vendors or its guests except where such damage is caused by the negligence or intentional misconduct of Shumaker or its vendors. The Client agrees that Shumaker may move its equipment or refuse to install it without a reduction in price in the instance of weather conditions causing imminent damage to Shumaker' equipment or rendering the original event impractical or dangerous. Shumaker may change the service or product supplied if necessary but will supply a similar service or product if possible. Where possible all changes will be discussed with the Client prior to the event date.

Force Majeure - Shumaker will not be liable for any delay, interruption or failure in the provisioning of services if caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, riots, accidents, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labor disputes, or other similar events beyond our control that may prevent or delay service provisioning.

Indemnification - The Client agrees to protect Shumaker, its officers, and employees from economic loss and any other harmful consequences that could arise in connection with the work in circumstances where Shumaker is not at fault. This means that the Client will hold Shumaker harmless and save, indemnify, and otherwise defend it against claims, demands, actions, and proceedings on any and all grounds.

Servants and Agents - It is hereby expressly agreed that each and every Servant or Agent of Shumaker (including every independent contractor and vendor hired by Shumaker) shall take the benefit of every exemption and limitation herein contained and every exemption from liability, defense and immunity of whatsoever nature applicable to Shumaker or to which Shumaker is entitled hereunder shall also be available and shall extend to protect every such Servant or Agent of Shumaker. Shumaker shall not be liable for the actions of any vendor or independent contractor except to the extent that Shumaker shall fulfill its obligations under this Contract.

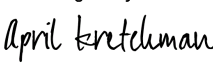
Unenforceable Provisions - If any term of this Contract is deemed to be void or unenforceable whether in whole or in part, the validity and enforceability of the remainder of this Contract including any part of such term which is not held to be invalid shall not be prejudiced or affected and shall continue to apply subject to such amendment.

Governing Law - This Contract, as well as this agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Resolution of Disagreements - The parties agree that any dispute shall be decided by arbitration in accordance with the applicable rules of the American Arbitration Association (AAA). Arbitration shall take place in Lancaster County, Pennsylvania. Any award and/or determination by the arbitrator(s) shall be final and judgement may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. This shall not preclude a party from seeking injunctive relief through state or federal court.

Entire Agreement - This Contract includes the entire agreement between the parties and there are no other promises or agreements whether oral or written. This Contract supersedes any prior or contemporaneous Contract either oral or written.

By signing below you acknowledge that you have read and agree to the terms and conditions set forth above and the services defined in the accompanying Quote and you agree that the Quote together with these terms and conditions become a Contract between you and Shumaker.

DocuSigned by:

 Signed: _____ Date: 8/4/2023
 38C1BF1CC3AD4B2...



S H U M A K E R

PLAN • DESIGN • TRANSFORM

240 HARRISBURG AVE • LANCASTER, PA 17603
717.735.0767 • SALES@SHUMAKERPDT.COM

QUOTE

Reach Cyber - Professional Development
Quote Number 23-0699

Quote Number: 23-0699	Ship Date: 8/23/2023 12:00 AM
Name: Reach Cyber - Professional	Return Date: 8/24/2023 12:00 AM
Account: Sierra Shaub	Total: \$20,001.13

Qty	Item Description	Notes	Time	Rate	Price	Ext. Price
Registration Backdrop						
	Shumaker PDT will install the Arcade backdrop behind the registration table with red uplight to highlight the brand colors. The backdrop will be 20'Wx7'H.					
1	Freestanding Arcade Wall 7'7"H x 24'W x 16"D					
15	Astera AX5 Perfect Par RGBAW*	Red uplight to match brand color				
Registration Backdrop Total:						4,035.00

Arcade Columns						
	SPDT will install a total of 7 Arcade columns with red uplight. There will be two columns to frame the top of the stairs in the lobby and two columns at the bottom of the lobby stairs. The additional 3 columns will be staggered in Freedom Hall Pre-function to lead guests to registration and the event.					
7	Arcade Column 7'6"Hx22.5"Wx22.5"D					
7	Astera AX5 Perfect Par RGBAW*	Red Uplight to match brand colors				
Arcade Columns Total:						2,933.00

Planetarium in Freedom B						
	There will be clusters of stars and planets suspended in Freedom Hall B to create a planetarium effect overhead. SPDT will suspend a large Earth in the center of the room surrounded by Airstar crystals with Moon, Mercury, Jupiter and Red Planet covers, and small and large Air DD Stars to create the Reach Cyber Starry Night Sky, featuring red planets to compliment the brand colors. Airstars will remain on throughout the entire conference and are unable to be dimmed.					
6	AirDD 12-Point Star - White - 6'					
5	AirDD 12-Point Star - White - 4'					
6	Airstar Crystal 160 (5' Balloon - 2000w) *					
1	Airstar Lunix 370 (120v - 5200w) *					
2	Moon - Crystal 5'					
1	Mercury - Crystal 5'					
1	Earth II Lunix 12'					
1	Red Planet - Crystal 5'					
1	Jupiter II - Crystal 5'					
1	Jupiter II - Crystal 5'					
1	Lift Fee if Cannot use Encore Lift	Client note: reach out to Encore to approve our services. There is a buy out fee and a rigging fee from Encore.				
1	Shipping Costs	This is a shipping estimate. Exact shipping costs will be				

DS
ak

Qty	Item Description	Notes	Time	Rate	Price	Ext. Price
		confirmed with order confirmation.				
Planetarium in Freedom B Total:						7,813.00

2 Projected Monograms

SPDT will create and project 2 projected monograms to be projected on the wall on each side of the screen. The projection will remain for the entire 2 day conference.

Client will provide SPDT with artwork in .ai or .eps format no later than Friday 8/4/2023.

2	Projected Monogram	Add your personal flair to the event with a projected monogram or unique message.				
---	--------------------	---	--	--	--	--

2 Projected Monograms Total: 420.00

Installation Labor

This is the necessary labor required to install this design.

1	Project Lead					
3	Lighting Tech					

Installation Labor Total: 1,832.00

Removal Labor

This is the necessary labor to remove the design.

1	Project Lead					
3	Lighting Tech					

Overnight Work Policy - As a result of venue constraints or the timing of your event, this job may require our team to work overnight to either install or strike your event. When work begins between 11 pm and 5 am, Shumaker pays overtime rates to its staff for the length of the installation or strike. The quote reflects the additional labor cost.

We make every effort to avoid overnight work and try to manage this to the extent possible with the venue. However, schedules, complexity, and the length of the installation or strike may cause this to happen. If we are able to avoid this, then we will refund the additional dollars following the event.

Removal Labor Total: 916.00

Professional Services

1	Design Labor					
1	Project Management					

Shumaker PDT provides you with unparalleled design expertise and experience as well as with the knowledge that our contribution to your event will be professionally managed and seamlessly executed. Time spent planning the design, look and feel of your event and working with you to develop your concept will be charged as Design Fees. Time spent planning and developing the fulfillment of the design and planning the execution of the event will be charged as Project Management Fees subject to a two-hour minimum.

Professional Services Total: 1,404.00

Notes:

Prices include installation unless otherwise noted. To confirm the quote we require a 50% deposit and a signed copy of the quote. This quote is valid until Friday 08/04/2023. The balance is due 15 days after the event date. We work directly with the venue to coordinate installation and removal of items.

Payment is by check made out to Shumaker PDT or by electronic funds transfer.
Thank you!

Rental: \$15,201.00

Labor: \$4,152.00

Subtotal: \$19,353.00

Delivery and Pickup: \$75.00

Sales Tax: \$0.00

Total: \$20,001.13

Total Applied Payments: \$0.00

Balance Due: \$20,001.13

Credit Card Processing Fee: \$573.13

Coversheet

Approval of Dual Enrollment Agreement with Harrisburg University

Section: VII. Action Items
Item: E. Approval of Dual Enrollment Agreement with Harrisburg University
Purpose:
Submitted by:
Related Material: HU_Reach Cyber Charter 8~2023.docx

DUAL ENROLLMENT/ COLLEGE in the HIGH SCHOOL

**HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY
and
REACH CYBER CHARTER SCHOOL**

THIS AGREEMENT is made this 16 day of August 2023, (hereinafter “Agreement”), by and between the Reach Cyber Charter School (REACH), 750 East Park Drive, Suite 204, Harrisburg, Pennsylvania 17111 and Harrisburg University of Science and Technology (HU), 326 Market Street, Harrisburg, Pennsylvania.

BACKGROUND

WHEREAS, REACH is a public K-12 school district serving students from across Pennsylvania;

WHEREAS, HU is an accredited private nonprofit university formed under the laws of Pennsylvania, that focuses its educational mission in the areas of science, technology, engineering, and math (STEM) careers;

WHEREAS, HU offers both undergraduate and graduate degree programs;

WHEREAS, REACH and HU (collectively “Participating Institutions”) desire to collaborate for purposes of providing STEM related activities, programs, and course offerings for students enrolled in REACH utilizing HU curriculum;

WHEREAS, the Participating Institutions desire to develop a cooperative program to provide eligible high school students with the opportunity to participate in advanced study, possibly earn college credits, and understand realistic expectations regarding college-level work by enrolling in courses offered by HU;

WHEREAS, the Participating Institutions desire to develop, organize, and host joint academic offerings including, but not limited to, STEM curricula, STEM activities, and Summer Programs; and

WHEREAS, the Participating Institutions desire to jointly offer the above educational opportunities to eligible REACH students subject to the provisions of this Agreement and the availability of funds of either party.

NOW THEREFORE, intending to be legally bound, and acknowledging good and valuable consideration, the parties agree to the following.

I. DUTIES AND RESPONSIBILITIES OF HU:

1. *Point of Contact.* HU's point of contact for resolving mutual decisions or reporting issues as outlined within this agreement is John W. Friend, Vice President for Admissions & Secondary Schools. His contact information is: jfriend@harrisburgu.edu 717-901-5119 Or the Director of Secondary Services and Partnerships, Alexander Gibson 717-901-5100 ext 1641 or AGibson1@HarrisburgU.edu
2. *Course Offerings.* HU shall coordinate the planning with REACH for STEM courses from HU that support the mission of REACH. Course offerings are subject to change based on curricular planning and implementation design which can occur in several formats. See **Attachment A** for details of programming.
3. *Student Eligibility for Dual Enrollment/College in the High School(CiHS)* students will be accepted into the CiHS as defined by REACH and HU. The following shall act as guidelines for this process;
 - a) *The student is a high school sophomore, junior, or senior;*
 - b) *The student maintains an overall minimum grade point average of 2.70 or higher; and*
 - c) *REACH approves the student's participation in the program after evaluating his/her readiness for college-level course work and after student's having met any prerequisites determined by HU.*
4. *Application into CiHS Program.* HU will supply REACH school counselors with the necessary information to have students register online. The high school counselors will coordinate with the HU Director of Secondary School Services. HU will determine the student's final approval of enrollment in the selected course(s).
5. *REACH Student Access to HU.* HU will provide to REACH students taking college courses with HU access to HU facilities and resources as outlined in HU's Undergraduate Catalog. REACH students not taking college courses with HU shall have access to HU facilities and resources when agreed upon by the Participating Institutions.
6. *HU Orientation.* HU shall provide to REACH in advance copies of any HU policies that apply to REACH students, faculty, or staff while they are at HU's campus. HU will provide an orientation to help prepare REACH students for academic and attendance expectations, class locations on campus, technology requirements, ID badge usage, and any other necessary information to help students be successful. (This only applies to Dual Enrollment students attending HU campus courses.)
7. *HU Facilities.* As determined by HU, dual enrolled students will have access to HU's facilities, library privileges, technology services, and student services to include academic advising as normally enrolled HU students. (This only applies to Dual Enrollment students attending HU campus courses.)
8. *HU Credit.* HU will award university credit to REACH students upon successful completion of HU courses. What constitutes "successful completion" is within the sole discretion of HU for purposes of awarding credits. Coordination with REACH will determine final customization of program.

9. *Professional Development for REACH Staff.* REACH staff may attend professional development opportunities offered by or at HU when appropriate. HU will timely provide information regarding these opportunities to REACH's point of contact.

II. DUTIES AND RESPONSIBILITIES OF REACH

1. *Point of Contact.* REACH's point of contact for resolving mutual decisions or reporting issues as outlined within this agreement is Scott Stuccio, Director of Outreach. His contact information is: sstuccio@reachcyber.org . Or J. D. Smith, Director of Career Readiness. His contact information is jsmith@reachcyber.org .
2. *Promotion of HU.* REACH will promote to students completing their High School Diploma to consider going on to earn an undergraduate degree at HU.
3. *Facilities and Support.* REACH will provide a classroom and, depending on the program design, a vetted teacher from REACH to deliver the HU curriculum.
4. *Professional Development.* For HU to determine appropriate professional development opportunities for REACH staff, REACH will notify HU of any new curriculum developments or areas of interest for professional development opportunities. REACH will also provide HU the number of staff that will be attending any professional development opportunity 48 hours before the event.
5. *Adherence to HU Policies.* At times when REACH students are at HU, they shall abide by applicable HU policies. The Participating Institutions will share the responsibility to inform students of their obligations under HU's policies when on campus. (This only applies to Dual Enrollment students attending HU campus courses.)
6. *Job or College Fairs.* REACH agrees to invite HU Admission Counselors to all job or college fairs and other related events that allow HU to recruit students.

III. COLLABORATIVE RESPONSIBILITIES OF THE PARTICIPATING INSTITUTIONS

1. *Curriculum Design.* The Participating Institutions agree to coordinate curriculum design for the subject/course areas of interest to REACH. The Participating Institutions shall inform one another regularly about the curricular program changes implemented at either institution in courses outlined.
2. *College Courses.* The Participating Institutions agree to implement the offerings of college courses to high school students. Courses will be delivered at the school campus (vetted

teacher), online, hybrid format, and at HU depending on the decision of the Participating Institutions.

3. *Early College Program.* The Participating Institutions may implement an Early College Program for high school students who are on pace to graduate from high school early. The Early College Program offered to REACH students is for a high school student who wishes to attend college on a full-time basis prior to receiving a high school diploma. The Early College Program shall be conducted under HU's Early College Program policy. Each student is evaluated to determine whether he/she will be successful starting college early.
4. *Summer Programs.* The Participating Institutions may offer Summer Programs for REACH and will agree upon the Summer Programming choices and locations. The Participating Institutions shall agree upon the following before offering Summer Programs: the number and topics that may be offered to REACH students, which will be contingent upon availability of HU faculty and staff; and the grade level of delivery for the Summer Programs. HU reserves the right to open the program to non-REACH students if the number of REACH students does not meet the minimum capacity of a Summer Program.
5. *Other STEM Activities.* Other STEM activities may be offered as agreed upon by the Participating Institutions. However, the Participating Institutions shall agree upon the following before implementing additional STEM activities: the nature or concept of the STEM activity; the responsible party for delivering the STEM activity; the method of delivery for the STEM activity; and the faculty, teachers, and/or students that will be utilized to deliver the STEM activity.
6. *Bi-Annual Meetings and Timely Updates.* The Participating Institutions agree to have bi-annual meetings between HU's Vice President of Admissions & Secondary Schools and the school counselors and selected administrative team members to discuss CiHS and other secondary school services.

IV. MISCELLANEOUS TERMS AND CONDITIONS

1. *Term.* This Agreement commences on **March 1, 2023**, and will continue in effect for five years. However, the Agreement's terms for purposes of enforcement and general liability shall survive the termination date.
2. *Termination.* Each party may terminate this Agreement for any reason on prior written notice of at least 30 days before the end of the respective academic years. However, any current participants in the programs established by this Agreement shall be permitted to complete their classes and retain their existing status until the end of the academic year in which the termination of the Agreement occurs.
3. *Governing Law.* This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Venue for any action brought because of a violation of the terms of this Agreement shall be in Dauphin County, Pennsylvania.

4. *Legal Notice.* Copy of any legal notice must be provided to the offices noted below. Acceptable notice: personal delivery, first-class or certified mail with return receipt requested or overnight delivery. Not acceptable: facsimile or electronic message notice.

REACH: Jane Swan, CEO
Reach Cyber Charter School
750 East Park Drive, Suite 240
Harrisburg, PA. 17111

HU: Duane F. Maun, CFO/COO
Harrisburg University of Science and Technology
326 Market Street
Harrisburg, PA 17101

5. *Non-Discrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and other applicable non-discrimination laws.
6. *Trademarks and Publicity.* The parties may not refer to other parties in advertising or use any other party's logos, trademarks, or service marks without prior written consent of the other party. Each party acknowledges that the other party's logos, trademarks, and service marks are the sole property of that party.
7. *Modification.* This Agreement shall only be modified in writing with the same formality as this original Agreement.
8. *Independent Parties.* The relationship among the parties to this Agreement is that of independent contractors and shall not be construed to constitute a legal partnership, or any other relationship, other than that of independent contractors.
9. *Indemnification.* When awarded by a Court of competent jurisdiction, each party shall indemnify, defend, and hold harmless the other party, its board members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and reasonable attorney's fees, arising out of or caused by the negligence of or failure to perform this Agreement by the indemnifying party and/or its partners, principals, agents, employees, and/or subcontractors. However, the parties may amicably negotiate and settle any dispute outside of commencing a formal legal action.
10. *Implementation Memoranda.* HU and REACH shall set forth implementing memoranda for specific programs that will be approved in writing by the designated points of contact for both institutions or for administrative issues (for example, application, admission, registration, payment, and transcription procedures). No implementing memorandum shall amend or contradict the provisions of this agreement. Nothing in the initial version of this

agreement shall be interpreted as constraining the development of future programs not mentioned in this document.

11. *FERPA*. The parties agree to comply with all obligations under the Family Educational Rights and Privacy Act concerning the handling of educational records as such are defined by the statute.
12. *Entire Agreement*. This Agreement, including any implementation memoranda which are incorporated into this Agreement by reference, represents the entire understanding among the parties. No other prior or contemporaneous oral or written understandings or promises exist regarding this relationship.

The following individuals authorize this Agreement.

For:
REACH Cyber Charter School

For:
Harrisburg University of Science and Technology

Jane Swan, CEO

Eric D. Darr, Ph.D., President

Date

Date

Coversheet

Approval of Update to School's Bullying Policy

Section: VII. Action Items
Item: F. Approval of Update to School's Bullying Policy
Purpose:
Submitted by:
Related Material: Bullying Policy_8.23.pdf

Bullying, Harassment, Sexual Harassment, and other Prohibited Behaviors

Reach is committed to providing a safe, positive, productive, and nurturing educational environment for all its students, and encourages the promotion of positive interpersonal relations among members of the school community.

Harassment, intimidation, bullying, cyber-bullying, and/or hazing toward any member of the school community, whether by or toward any student, staff, Learning Coach, Caretaker, or other third parties, is strictly prohibited and will not be tolerated. Examples of such prohibited behavior include, but are not limited to, stalking, bullying/cyber bullying, intimidating, menacing, coercion, name-calling, taunting, making threats, and hazing. This prohibition includes aggressive behavior; physical, verbal, and psychological abuse; and violence within a dating relationship. These types of behavior are forms of intimidation and harassment and are strictly prohibited, regardless of whether or not the target of the prohibited behavior are members of a legally protected group, such as sex, sexual orientation, race, color, national origin, marital status, religion, or disability.

The following definitions are intended to provide guidance in assessing whether a particular behavior is a prohibited behavior. They are not exhaustive in their scope and are not intended to replace the intuition of the individual. When in doubt as to whether or not a particular suspected behavior is a prohibited behavior, you are urged to rule on the side of caution and report your concerns to the appropriate authority, as provided for in this policy.

Harassment – any intentional behavior or course of conduct (whether written, verbal, graphic, or physical) directed at a specific person or group of persons that causes substantial physical and/or emotional distress or harm and is sufficiently severe, persistent, and/or pervasive that it creates an intimidating, threatening, and/or abusive educational environment for the other person(s) and serves no legitimate purpose.

Bullying – a course of abusive treatment (whether written, verbal, graphic, or physical) that typically involves the use of force or coercion to affect others, particularly when habitual and involving an imbalance of power. It may involve verbal, written or cyber harassment, physical assault or coercion and may be directed persistently towards particular victims.

Cyber-bullying – the use of information and communication technologies, such as, but not limited to, cell phone, email, instant messaging, social media websites, Twitter, etc., to support deliberate and hostile behavior by an individual or group, that (i) is intended to harm others or (ii) that an objectively reasonable person would expect to cause harm to others. Cyber-bullying includes the posting or other transmission of text, video, or images that are embarrassing, demeaning, or threatening in nature, regardless of whether the subject of such text, video, or images directed, consented to or otherwise acquiesced in the at issue posting or other transmission.

Hazing – the use of ritual and other activities involving harassment, bullying, cyber-bullying, intimidation, abuse or humiliation for the purpose of initiating a person or persons into a group, regardless of whether such person(s) consented to or otherwise acquiesced in the at issue behavior(s) and action(s).

Intimidation – a course of behavior that instills fear or a sense of inadequacy.

Violence within a dating relationship – any behavior by a student exhibited towards that student's dating partner that is an attempt to gain and/or maintain power and/or control over a dating partner through violence, threats of violence, and/or physical, verbal, psychological, and/or mental abuse.

Sexting – knowingly using a computer, or any other device capable of electronic data transmission or distribution, to transmit or distribute to another minor any photograph or video which depicts nudity and is harmful to minors. Knowingly possessing a photograph or video that was transmitted or distributed by another minor as described above.

Prohibited behaviors include all the above.

The school Administration and Board will not tolerate any gestures, comments, threats, or actions which (i) cause, threaten to cause, or, an objective and reasoned third-party would find was intended to cause, bodily harm or personal degradation, or (ii) creates, or an objective and reasoned third-party would determine was intended to create, an intimidating, threatening, or abusive environment for any student, staff member, member of the administration, parent or guardian, or other third-party.

This policy applies to all school-related activities and/or engagements, including, but not limited to, online school-related activities such as Zoom sessions, participation in clubs and activities, email messages, text messages, discussions, telephonic communications, and class discussions; and in-person activities, such as state testing, field trips, open houses, and any other in-person school-related activities. This policy also applies to those activities or engagements which occur off school property if the student or staff member is at any school-sponsored, school-approved, or school-related activity or function such as field trips or events where students are under the school's control, in a school vehicle, where a staff member is engaged in school business, or where the prohibited behavior is facilitated through the use of any school property or resources.

Any student or student's Caretaker who believes that student, any other student, or other third-party, has been or is the recipient of any of the above-described prohibited behaviors should immediately report the situation to the school counselor, principal, or assistant principal. The student may also report concerns to teachers and other school staff who will be responsible for notifying the appropriate school administrator or Board official. Complaints about prohibited behavior against the CEO should be filed with the Board President. Every student is encouraged, and every staff member is **required**, to report any situation that they believe to be prohibited behavior. Reports may be made to those

identified above. If a student or other individual believes there has been prohibited behavior, they should report it and allow the administration to determine the appropriate course of action. Any teacher, school administrator, or school staff member who does not make a timely written report of an incident of prohibited behavior shall be subject to appropriate disciplinary action in accordance with the school's disciplinary process.

All complaints about prohibited behavior shall be kept confidential and be promptly investigated. The CEO or appropriate administrator shall prepare a written report of the investigation upon completion. Such report shall include findings of fact, a determination of whether any prohibited behavior(s) were verified, and, when prohibited acts are verified, a recommendation for intervention, including disciplinary action, shall be in the report. Where appropriate, written witness statements shall be attached to the report. When the target of the prohibited behavior is a student, the school shall provide that student with a written copy of the rights, protections, and support services available to him/her. If there is any evidence that the student has experienced physical harm as a result of the prohibited behavior, the school shall promptly communicate that information to the appropriate personnel, including, but not limited to, emergency personnel and /or law enforcement.

If the investigation finds an instance of harassment, intimidation, bullying, dating violence, or any other prohibited behavior has occurred, it will result in prompt and appropriate remedial and/or disciplinary action in accordance with the school's disciplinary process. This may include up to expulsion for students; up to discharge for staff; exclusion for parents, guests, volunteers, and contractors; and removal from any official position and/or a request for a Board member(s) to resign. Individuals may also be referred to law enforcement officials. Remedial and/or disciplinary action for staff members will follow the procedures outlined in the Employee Handbook. Remedial and/or disciplinary action for students will follow the procedures outlined in the School Handbook.

When appropriate, the target(s) of the prohibited behavior (and/or such target(s) Caretaker(s)) shall be notified of the findings of the investigation, and, when appropriate, that action has been taken. In providing such notification care shall be taken to respect the statutory privacy rights of the accused perpetrator of such harassment, intimidation, bullying, and/or dating violence.

If after investigation the act(s) of prohibited behavior by a specific student is/are verified, the CEO or appropriate administrator shall notify in writing the Caretaker of the perpetrator of that finding. If disciplinary consequences are imposed against such student, a description of such discipline shall be included in the notification.

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of harassment, intimidation, bullying, dating violence, or any other prohibited behavior will not be tolerated, independent of whether a complaint is substantiated. Such retaliation shall be considered a serious violation of school policy, and suspected retaliation should be reported in the same manner as prohibited behavior. Making intentionally false reports about

prohibited behavior will not be tolerated. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

This policy shall not be interpreted as infringing upon the First Amendment rights of students (i.e., to prohibit a reasoned and civil exchange of opinions, or debate, that is conducted at appropriate times and places during the school day and is protected by state or federal law).

Complaints

Students and/or their Caretakers may file **written** reports regarding any suspected prohibited behavior. Such reports should be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of the suspected prohibited behavior(s), and the names of any potential student or staff witnesses. Such reports may be filed with any school staff member or administrator, and they shall be promptly forwarded to the CEO for review, investigation, and action.

Students and/or their Caretakers may make *informal* complaints of conduct that they consider to be prohibited behavior(s) by verbal report to a teacher, school administrator, or other school personnel. Such informal complaints shall be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of suspected prohibited behavior, and the names of any potential student or staff witnesses. A school staff member or administrator who received an informal complaint shall promptly document the complaint in writing. This written report shall be promptly forwarded by the school staff member and/or administrator to the CEO for review, investigation, and appropriate action.

Privacy/Confidentiality

The school will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law.

Bystanders

Bullying involves not only those who are bullies and their victims, but also the bystanders who are witnesses. Reach recognizes that bystanders may be negatively affected by bullying, but that they also have the potential to play a positive role in responding to it.

Bystanders may be negatively affected in the following or other ways:

- » be afraid of being associated with the victim of bullying for fear of becoming a target of the bully themselves

- » feel discomfort or fear at witnessing bullying
- » feel guilt, helplessness, or loss of control for not standing up to the bully
- » be drawn into the bullying behavior by group pressure
- » or feel unsafe in the situation.

Conversely, bystanders may be able to help victims of bullying by doing the following:

- » Ask for help from a trusted adult such as a teacher, administrator, or other school official.
- » Help the person being bullied: create a distraction to focus attention on something else; try helping the person who is being bullied leave the scene by telling him/her that you need them to play a game or that an adult needs to see them, etc.
- » Don't give bullying an audience: bullies are often encouraged by the attention they receive, so don't support them by watching.
- » Set an example: do not bully others; don't encourage bullies; create posters against bullying; join an anti-bullying club; tell a bully that their actions are not funny.
- » Be a friend to the person being bullied.
- » Spend time with the person being bullied: talk to them; listen to them; tell them you think that bullying is bad; tell them to talk to a trusted adult for help.

The school's expectation is that student bystanders will report bullying to a school official or other appropriate adult in a timely manner. If it comes to the attention of the school leadership or staff that a student bystander did not report bullying, the school will initiate a conversation with the student regarding the school's expectations for bystanders to report bullying. Second and subsequent occurrences of non-reporting of bullying may subject the student to more serious disciplinary action.

Any student who is actively involved in bullying, may be subject to disciplinary action for bullying as described in the *Discipline and Due Process for Students* section of the School Handbook.

Coversheet

Approval of 2023-24 School Year Outreach Agreements

Section: IX. Strategic Planning
Item: A. Approval of 2023-24 School Year Outreach Agreements
Purpose:
Submitted by:
Related Material:
2023-24 Reach - DaVinci Science Center.pdf
2023-24 Reach - Discovery Space.pdf
2023-24 Reach - Lancaster Science Factory.pdf
2023-24 Reach - Whitaker Center.pdf
2023-24 Reach - CSC.pdf
2023-24 Reach - CMNH.pdf
2023-24 Reach - Franklin Institute.pdf
WHTM - Reach Cyber Charter School 2023-2024 Educational Campaign.pdf
2023-24 Reach - Keystone Kidspace.pdf

Memorandum of Understanding

Memorandum of Understanding for the partnership between Reach Cyber Charter School and Discovery Space.

Effective start date: September 1, 2023

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

Partnering Organization:
Discovery Space
1224 North Atherton Street
State College, PA 16803

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

I. PURPOSE:

The purpose of this MOU is to partner Discovery Space, whose primary mission is to provide engaging science experiences that spark creativity, curiosity, and imagination, with Reach Cyber. Students from Reach Cyber will be able to utilize Discovery Space at mutually agreed upon times and dates.

The start date for the term of this agreement will be September 1, 2023, and the end date will be August 31, 2024. Both parties agree to meet at least one month prior to the term's expiration to discuss extension or termination.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

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

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

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

DISCOVERY SPACE WILL PROVIDE:

- Two usages of the facility per month of the agreement for the purpose of in-person STEM camps and other educational programming offered by Reach Cyber – not to exceed four hours per program. Scheduling of facility use will be made with a minimum of one month's notice. Any request involving assistance from Discovery Space staff or usage of any consumable materials will be paid separately on a case-by-case basis.
- 300 general admissions to the facility to be distributed to Reach Cyber families for use during the term of the agreement.

REACH CYBER CHARTER SCHOOL WILL PROVIDE:

- A fee of \$10,000 for the term of this agreement, payable in full on or before the start date listed above.
- School logo and mission/vision information.

III. INSURANCE

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

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

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

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

By:
Jane Swan
Chief Executive Officer
Reach Cyber Charter School

By:
Madison Flaherty
Assistant Director
Discovery Space

Signed: _____

Signed: _____

On this date: _____

On this date: _____

Memorandum of Understanding

Memorandum of Understanding for the partnership between Reach Cyber Charter School and Lancaster Science Factory.

Effective start date: September 1, 2023

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

Partnering Organization:
Lancaster Science Factory
454 New Holland Avenue
Lancaster, PA 17602

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

I. PURPOSE:

The purpose of this MOU is to partner Lancaster Science Factory, whose primary mission is to offer children an environment for learning and developing curiosity, thinking creatively, and building confidence in the principle of science and applications of science in engineering and technology, with Reach Cyber Charter School. Reach Cyber families may access LSF during mutually agreed-upon times over the course of this partnership.

The start date for the term of this agreement will be September 1, 2023, and the end date will be August 31, 2024. Both parties agree to meet at least one month prior to the term's expiration to discuss extension or termination.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

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

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

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

LANCASTER SCIENCE FACTORY WILL PROVIDE:

- Two usages of the LSF facility per month for the purpose of in-person programming led by Reach Cyber.
 - One usage per month of the Exhibit Hall, and one usage per month of any of the following spaces: Maker Space, STEM Classroom, or Science Café. (The usage of the Exhibit Hall and other spaces may be concurrent if desired.)
 - Each program is not to exceed three hours in length.
 - Programs must be held during LSF's normal operating hours, which are Monday-Saturday 10 am - 5 pm, Sunday 12 - 5 pm from Memorial Day - Labor Day (Summer), and Tuesday-Saturday 10 am - 5 pm, Sunday 12 - 5 pm from Labor Day - Memorial Day (School Year).
 - LSF spaces (Exhibit Hall, STEM classroom, Maker space, Science Café) shall be reserved at least two months in advance. Every effort will be made to schedule the full year in advance or schedule each semester (fall/spring/summer) well in advance to ensure LSF spaces are

available and reserved for Reach Cyber. (For LSF scheduling purposes, Fall is typically defined as September-December, Spring as January-May, and Summer as June-August.)

- The LSF STEM Classroom and Maker Space are not available between June-August to due Summer Camps.
- Reach Cyber will assign one Point of Contact who is responsible for all reservations. LSF will assign one Point of Contact to schedule and confirm these bookings.
- At the time of booking, Reach Cyber will provide each program's date and time, an approximate headcount (number of students, teachers, and chaperones), identify the LSF space requested, and specify the type of program (professional development, classroom program, exhibit exploration, etc).
- Reach Cyber will cooperate with LSF's capacity limits in each space. For the STEM classroom and Maker Space, the capacity limit is 20 students. For the exhibit hall, the capacity limit for groups is 75 students. The Science Café can seat 10 students and host two instructors at one time.
- Any request involving assistance from Lancaster Science Factory staff or usage of consumable materials will be paid separately on a case-by-case basis and specified when scheduling to ensure staff and material availability.
- 300 general admissions to the facility to be distributed to Reach Cyber families for use during the term of the agreement.
- Demo table at one Family STEM Fair, per the opportunity level "Supporting Sponsor."

REACH CYBER CHARTER SCHOOL WILL PROVIDE:

- A fee of \$15,000 for the term of this agreement, payable in full on or before the start date listed above.
- School logo and mission/vision information.

III. INSURANCE

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

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

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

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

By:
Jane Swan
Chief Executive Officer
Reach Cyber Charter School

By:
Emily Landis
Executive Director
Lancaster Science Factory

Signed: _____

Signed: _____

On this date: _____

On this date: _____



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

**Whitaker Center and Reach Cyber Charter School Partnership Agreement
 July 1, 2023- June 30, 2024**

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

50 Admission and Cinema Combo passes
September 2023- Back to School Bash (max of 250 participants)
October 2023- 3 Event Field Trip (max 100 participants)
November 2023 - 3 Event Field Trip (max 100 participants)
December 2023- 3 Event Field Trip (max 100 participants)
January 2024- 3 Event Field Trip (max 100 participants)
February 2024- 3 Event Field Trip (max 100 participants)
March 2024- 3 Event Field Trip (max 100 participants)
End of April/ early May 2024- End of School Bash (max of 250 participants)
June 2024- 3 Event Field Trip (max 100 participants)
PNC Innovation Zone Rental- 16 hours of facilitated lessons and 16 hours of free play/purposeful gaming

Total value: \$20,000

The two event field trips would include:

- Exclusive access to the Science Center from 10:00-2:00, one Monday a month from July- March. *Please note, July and August will have Whitaker Center campers in the building in addition to Reach Charter families.
- Rotating documentaries in the Digital Cinema at 11:00, 12:00, and 1:00.
- Guided STEM lessons in our STEM Design Studio will be scheduled with hands-on, interactive activities facilitated by a Whitaker Center Educator throughout the duration of the visit.

- PNC Innovation Zone will be scheduled with facilitated lessons. Each session will include innovative, technology-based activities designed to introduce and reinforce computational thinking skills.
- Space available for bagged lunches brought by families or easy access to offsite downtown lunch options.

Back/ End of School Bash would include:

- 4 hour event held at Whitaker Center- one in September and one in late April/ early May.
- Use of the Science Center for exploration and learning.
- Guided STEM lessons in our STEM Design Studio with hands-on, interactive activities facilitated by a Whitaker Center Educator.
- Use of PNC Innovation Zone for free play/purposeful gaming.
- Use of the Lobby Spaces for tables, displays, meet and greet with teachers/ support/ tech.
- Three rotating documentaries in the Digital Cinema throughout the event.

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

For: Whitaker Center for Science & the Arts

For: Reach Cyber Charter School

Heather Woodbridge

Signature

Signature

Date: July 31, 2023

Date: _____

Name: Heather Woodbridge

Name: _____

Title: VP of Operations

Title: _____

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

CARNEGIE | MUSEUMS OF PITTSBURGH

Four distinctive museums

SPONSORSHIP AGREEMENT

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

PART A: SPONSORSHIP INFORMATION

SPONSOR INFORMATION:

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

Address: 750 East Park Drive, Suite 204

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

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

MUSEUM INFORMATION:

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

DATE(S): September 1, 2023 – August 31, 2024

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

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

CONSIDERATION:

SPONSORSHIP FEE (TOTAL): \$ 35,000

SPONSORSHIP FEE SCHEDULE: \$ 35,000 by October 1, 2023

SPONSORSHIP ACKNOWLEDGEMENTS:

1. MEDIA/MARKETING ELEMENTS

- Sponsor is recognized with logo and link on Museum website during Term; the manner, placement, and format of link to be mutually agreed; Sponsor hereby gives Museum permission for such linking activity to Sponsor's website.
- Sponsor is recognized in two (2) Explore brochures during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized with logo in three (3) e-mails during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized in six (6) social media posts during Term; with timing, size, location, channel, and wording to be determined by Museum.

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

2. MUSEUM RELATED ELEMENTS:

- Sponsor receives one hundred (100) Museum general admission passes valid during Term.
- Sponsor may reserve private access to Carnegie Science Center classroom space rental facility on four (4) mutually acceptable dates and times (not to exceed three hours, each) during Term; all hard costs (except the rental fee for the space), including but not limited to parking, custodial, security, as well as food services costs will be the sole responsibility of Sponsor.
- Sponsor may reserve private access to CSC Science Stage on one (1) mutually acceptable date and time (not to exceed three hours, each) during Term; all hard costs (except the rental fee for the space), including but not limited to parking, custodial, security, as well as food services costs will be the sole responsibility of Sponsor.

- Sponsor receives one (1) Reach Cyber Charter School Day on a mutually agreeable day during Term; regional Reach Cyber Charter School families receive complimentary general admission to Museum (exclusive of parking, catering, or all Museum add-ons such as special exhibitions or films), for up to 100 visitors.
- Sponsor receives one (1) tour of Exhibit for up to ten (10) guests on a mutually agreeable date during Term.
- Sponsor receives one (1) private show in Buhl Planetarium during Term; during regular visitor hours on a mutually agreeable date.

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

- Sponsor is recognized on signage at entrance to Exhibit during Term; with size, location, and wording to be determined by Museum.
- Sponsor is recognized on Exhibit "under construction" signage during the annual closure period during Term; with size, location, and wording to be determined by Museum.
- Sponsor is recognized with logo on one (1) digital panel located inside Exhibit during Term; with size, location, and wording to be determined by Museum.
- Sponsor may be on-site at Museum on four (4) mutually acceptable dates during Term to exhibit or hand out items or printed materials; table location to be determined by Museum; any materials distributed or activity done by Sponsor while on-site must be pre-approved by Museum; costs for services (except the table set-up fee), including but not limited to linens and parking, will be the sole responsibility of Sponsor.
- Sponsor "STEM Bus" may appear at CSC on one (1) mutually acceptable date during Term; any materials distributed or activity done by Sponsor while on-site must be pre-approved by Museum; costs for services including but not limited to linens and parking, will be the sole responsibility of Sponsor.

4. TERM: This Agreement shall begin on the Effective Date and shall continue thereafter in full force and effect until midnight on August 31, 2024 ("Term"), unless sooner terminated in accordance with the terms of this Agreement.

5. EXCLUSIVITY IN CATEGORY: During the Term, Sponsor shall be the exclusive Sponsor of the Sponsored Activities in the category of: K-12 Cyber Education

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

TERMS AND CONDITIONS:

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

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

REACH CYBER CHARTER SCHOOL

CARNEGIE INSTITUTE FOR CARNEGIE SCIENCE CENTER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax ID # _____

(ss# or TIN/EIN)

CMP Staff Representative: _____

(initials)

PART B: STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

Daryl Cross, Assistant Director of Sponsorship, Institutional Partnerships, Carnegie Museums of Pittsburgh (CrossD@carnegiemuseums.org).

(“CMP Staff Representative”). The CMP Staff Representative will monitor Sponsor’s activities while Sponsor is on CMP’s premises, for purposes of, among other things, complying with CMP’s policies and procedures and Sponsor shall follow the CMP Staff Representative’s instructions in these regards.

(b) Background Check Clearances Required.

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

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

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

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

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

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

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

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

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

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

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

12. Indemnification.

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

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

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

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

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

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

13. Insurance Requirements:

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

furnished by Sponsor in connection with this Agreement during the period of time such vehicle(s) are in the possession or on the premises of CMP. If Sponsor is providing or serving alcoholic beverages in connection with any events included as part of the Sponsorship Acknowledgements or otherwise in connection with the Sponsorship Acknowledgements, liquor liability insurance in the amount of \$2,000,000 is required.

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

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

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

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

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

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

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

16. Relationship of Parties. This Agreement shall not be construed to create or imply any relationship between the Parties other than that of independent contractors. Each Party hereby acknowledges full responsibility for the payment of its own expenses in connection herewith, including but not limited to any and all taxes. The Parties shall fully comply with all applicable laws, regulations and ordinances in the course of their performance of their services, commitments and obligations under this Agreement.

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

PART B: Exhibit 1

DECLARATION

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

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

Signature of Declarant

CARNEGIE | MUSEUMS OF PITTSBURGH

Four distinctive museums

SPONSORSHIP AGREEMENT

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

PART A: SPONSORSHIP INFORMATION

SPONSOR INFORMATION:

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

Address: 750 East Park Drive, Suite 204

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

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

MUSEUM INFORMATION:

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

DATE(S): September 1, 2023 – August 31, 2024

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

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

CONSIDERATION:

SPONSORSHIP FEE (TOTAL): \$ 35,000

SPONSORSHIP FEE SCHEDULE: \$ 35,000 by October 1, 2023

SPONSORSHIP ACKNOWLEDGEMENTS:

1. MEDIA/MARKETING ELEMENTS

- Sponsor is recognized with logo and link on Museum website during Term; the manner, placement, and format of link to be mutually agreed; Sponsor hereby gives Museum permission for such linking activity to Sponsor's website.
- Sponsor is recognized with logo in one (1) e-mail during Term; with timing, wording, and placement to be determined by Museum.
- Sponsor is recognized in four (4) social media posts during Term; with timing, size, location, channel, and wording to be determined by Museum.

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

2. MUSEUM RELATED ELEMENTS:

- Sponsor receives one hundred (100) Museum general admission passes valid during Term.
- Sponsor receives opportunity for up to two (2) virtual field trips (serving a maximum of 100 total students) during Term; timing to be mutually agreed; platform, content, duration, and format to be determined by Museum.
- Sponsor receives one (1) Reach Cyber Charter School Day on a mutually agreeable day during Term; regional Reach Cyber Charter School families receive complimentary general admission to Museum (exclusive of parking, catering, or all Museum add-ons such as special exhibitions or films), for up to 100 visitors.
- Sponsor may reserve private access to Carnegie Museum of Natural History classroom space rental facility on six (6) mutually acceptable dates and times (not to exceed three hours, each) during Term; all hard costs (except the rental fee for the space), including but not limited to parking, custodial, security, as well as food services costs will be the sole responsibility of Sponsor.
- Sponsor receives one (1) 12-month Corporate Membership at the Small Business Alliance level. Benefits include:

- o 10% discount on the rental of museum facilities for Sponsor;
- o 10% advertising discount in CARNEGIE magazine for Sponsor;
- o Two (2) complimentary Premium Memberships and five (5) one-day museum member passes for Sponsor to give away to employees or student families for personal use;
- o Buy-one-get-one-free admission at all four museums, 20% discount on purchase of new personal memberships, and 10% discount in museum stores for Sponsor employees.

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

- Sponsor is recognized with logo on Exhibit wall text during Term; with size, location, and wording to be determined by Museum.
- Sponsor may be on-site at Museum on four (4) mutually acceptable dates during Term to exhibit or hand out items or printed materials; table location to be determined by Museum; any materials distributed or activity done by Sponsor while on-site must be pre-approved by Museum; costs for services (except the table set-up up fee), including but not limited to linens and parking, will be the sole responsibility of Sponsor.
- Sponsor "STEM Bus" may appear at CMNH (near Portal Entry) on one (1) mutually acceptable date during Term; any materials distributed or activity done by Sponsor while on-site must be pre-approved by Museum; costs for services including but not limited to linens and parking, will be the sole responsibility of Sponsor.

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

4. **TERM:** This Agreement shall begin on the Effective Date and shall continue thereafter in full force and effect until midnight on August 31, 2024 ("Term"), unless sooner terminated in accordance with the terms of this Agreement.

5. **EXCLUSIVITY IN CATEGORY:** During the Term, Sponsor shall be the exclusive Sponsor of the Sponsored Activities in the category of: K-12 Cyber Education

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

TERMS AND CONDITIONS:

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

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

REACH CYBER CHARTER SCHOOL

CARNEGIE INSTITUTE FOR CARNEGIE MUSEUM OF NATURAL HISTORY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

CMP Staff Representative: _____
(initials)

PART B: STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

Daryl Cross, Assistant Director of Sponsorship, Institutional Partnerships, Carnegie Museums of Pittsburgh (CrossD@carnegiemuseums.org).

(“CMP Staff Representative”). The CMP Staff Representative will monitor Sponsor’s activities while Sponsor is on CMP’s premises, for purposes of, among other things, complying with CMP’s policies and procedures and Sponsor shall follow the CMP Staff Representative’s instructions in these regards.

(b) Background Check Clearances Required.

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

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

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

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

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

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

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

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

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

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

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

12. Indemnification.

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

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

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

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

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

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

13. Insurance Requirements:

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

furnished by Sponsor in connection with this Agreement during the period of time such vehicle(s) are in the possession or on the premises of CMP. If Sponsor is providing or serving alcoholic beverages in connection with any events included as part of the Sponsorship Acknowledgements or otherwise in connection with the Sponsorship Acknowledgements, liquor liability insurance in the amount of \$2,000,000 is required.

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

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

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

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

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

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

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

16. Relationship of Parties. This Agreement shall not be construed to create or imply any relationship between the Parties other than that of independent contractors. Each Party hereby acknowledges full responsibility for the payment of its own expenses in connection herewith, including but not limited to any and all taxes. The Parties shall fully comply with all applicable laws, regulations and ordinances in the course of their performance of their services, commitments and obligations under this Agreement.

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

PART B: Exhibit 1

DECLARATION

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

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

Signature of Declarant



THE FRANKLIN INSTITUTE

INSPIRING A PASSION FOR LEARNING ABOUT SCIENCE AND TECHNOLOGY

SPONSORSHIP PROPOSAL

Prepared for REACH CYBER CHARTER SCHOOL

AUGUST 2023





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

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

This is an incredible moment for science, and our goal is to inspire more and more young people to explore science and technology as a means to positively change their educational horizons and economic futures. Our visitors are the next generation of scientists, engineers, thought leaders, and problem solvers, and we hope you will join us in delivering our mission to inspire and educate. **Each and every gift is critical to ensuring the vitality of our science center and the continuation of our programs, and we respectfully request Reach Cyber Charter School support The Franklin Institute's mission, science center, and science and technology programming in 2023.**

The Franklin Institute's Science Center | The Franklin Institute is the most visited museum in the Commonwealth of Pennsylvania and has been infusing the Philadelphia region with dynamic educational and cultural opportunities for 199 years as we advance our *mission to inspire a passion for learning about science and technology*. The Institute achieves this goal through a range of exhibits, educational programs, outreach efforts, and its dedication to making learning around science, technology, engineering, and mathematics (STEM) more accessible.

The Institute's 12 core exhibitions are the backbone of our mission and programs, and through which we educate and inspire. It is within these exhibit spaces that visitors of all ages experience STEM learning in very tangible and memorable ways – in ways that excite; inform; encourage questions, creativity, and problem solving; and foster a personal connection to STEM. During a typical year we welcome more than 800,000 visitors, with 200,000 students and teachers visiting on deeply discounted or free admissions.

2023 Corporate Partner Benefits:

With an investment of \$50,000, we invite Reach Cyber Charter School to support ongoing educational programming and events while receiving various other benefits.

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

- Back To School Night Event: Free rental of Franklin Hall, Your Brain Exhibit, and the Eatery.* Free parking for all guests.
- Six free rentals of the Fifth Floor Conference Center*; Free parking for all guests; 10% rental discount on additional event space needed
- Onsite activation and a sponsorship of a *Trick-or-Treat Door* for 2023 Franklin Fright weekend programming
- Onsite activation as an Event Partner at Franklin Frost event for one (1) weekend of Reach's choosing
- Two (2) professional development training workshops held onsite (for up to 30; includes catering) or virtually (for up to 100) for Reach Cyber Charter School's teachers led by Franklin Institute science educators and industry leaders focused on STEM science communication skills (Deep discount provided should additional teachers like to be added to the training).
- 250 Science Digital Museum passes
- 50 complimentary parking vouchers
- Name recognition on digital donor signage in the Benjamin Franklin National Memorial, displayed year-round
- Invitations to exclusive exhibit receptions and private viewings for special attractions
- Concierge service for special attractions, tickets, memberships, etc.

**Based on availability, staffing and catering costs not included, other restrictions may apply*



Museum Programming and Reach:

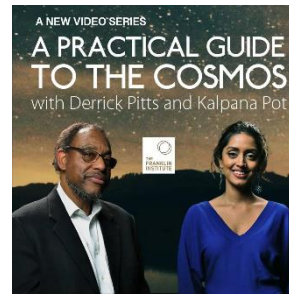
In-person programming and experiences | Exhibits are activated and supplemented by live science shows, dissections and demonstrations, and special events and celebrations. Through Black History Month, Women in STEM Day, Asian American and Pacific Islander Heritage Month, Hispanic Heritage Month, and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



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

Digital programming |

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



Summary

Philadelphia stands at the center of a vibrant and diverse region where history and innovation, science and culture combine and thrive. For 198 years, The Franklin Institute has been an anchor in this City, promoting inquiry, discovery, and learning about science and technology for kids and grownups alike. Philanthropic support is essential to The Franklin Institute’s ability to continue inspiring, educating, and providing learning opportunities for as many people as possible, regardless of means.



As we seek to inspire a passion for learning about science and technology through a world-class visitor experience, leading-edge and trustworthy science communication, and impactful education programs, philanthropic support remains crucial. On behalf of all those we serve, thank you for your kind review and consideration of this request to support The Franklin Institute, its mission, exhibits, and programs. If you have any questions or require additional information, please do not hesitate to reach out to:

Casey Anne Satell
Director of Institutional Giving
215.448.2378 / csatell@fi.edu

Pledge Form

In consideration of the gifts and pledges of others, I/we _____ give/ pledge \$ _____
_____ to the Franklin Institute. I/we understand that the Franklin institute solicits other contributions and
pledges in reliance on your intention to fulfill this pledge.

Designation - please choose one of the following:

2023 Sponsorship

Schedule of Payment: I/we will fulfill my/our pledge per the schedule below:

\$ _____ to be paid on ____/____/____

Schedule of Payment: I/we will fulfill my/our pledge per the schedule below:

Name _____

Address _____

Signature _____ Date _____

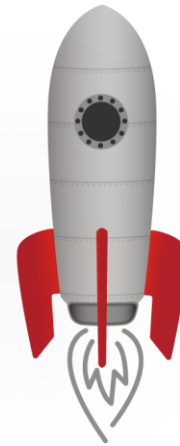
The Franklin Institute accepts the pledge described above.

Larry Dubinski, for The Franklin Institute
President and CEO

Date

REACH CYBER CHARTER SCHOOL & ABC27 WEATHER:

COMPREHENSIVE 2023-2024
EDUCATIONAL CAMPAIGN



REACH
CYBER CHARTER SCHOOL
Reach your potential



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

Join the ABC27 weather team for a day of weather, science, and most of all— fun— as we bring an interactive weather presentation to the students of Reach Cyber Charter School!

- Exclusive recipient of **two** live, mobile weather community engagement events.
- Events will be streamed live on ABC27.com if possible with webchat.
- abc27 Weather Team to visit Reach Cyber Charter School for once per month for 8 months (Oct – May).

****Dates & Locations TBD – events must take place by August 31st, 2024****



REACH CYBER CHARTER SCHOOL: CAMPAIGN SUMMARY

ABC27 Live Weather Events:

- Exclusive recipient of two live, mobile weather community engagement events.
- Events will be streamed live on ABC27.com with interactive webchat.

Reach Cyber Weather Camp Visits:

- ABC27 Weather Team to visit Reach Cyber Charter School once per month
- Runs October 2023 – May 2024

Total Campaign Investment: \$13,600

Signature: _____ Date: _____
 Station Signature: _____ Date: _____



REACH
 CYBER CHARTER SCHOOL
Reach your potential

Memorandum of Understanding

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

Effective start date: September 1, 2023

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

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

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

I. PURPOSE:

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

The start date for the term of this agreement will be September 1, 2023, and the end date will be August 31, 2024. Both parties agree to meet at least one month prior to the term's expiration to discuss extension or termination.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

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

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

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

Signed: _____

On this date: _____

Signed: _____

On this date: _____

KEYSTONE KIDSPACE WILL PROVIDE:

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

REACH CYBER CHARTER SCHOOL WILL PROVIDE:

- A fee of \$10,000 for the term of this agreement, payable in full on or before start date listed above.
- Electronic Keystone Kidspace waivers to all students and program participants to be completed prior to their first visit.
- School logo and mission/vision information.

III. INSURANCE:

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

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

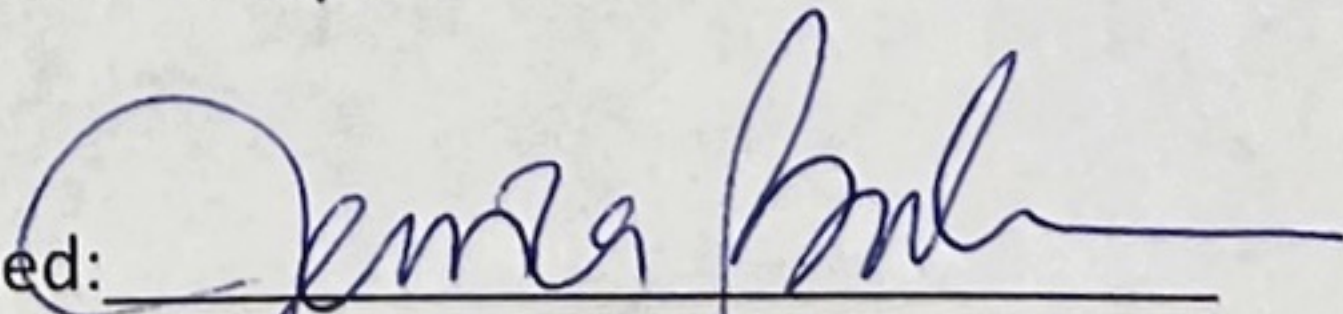
IV: IT IS MUTALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

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

By:
Jane Swan
Chief Executive Officer
Reach Cyber Charter School

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

Signed: _____

Signed:  _____

On this date: _____

On this date: 08/08/23.

Coversheet

Approval of Agreement with GoSignMeUp

Section: IX. Strategic Planning
Item: B. Approval of Agreement with GoSignMeUp
Purpose:
Submitted by:
Related Material: Reach Cyber Charter School GoSignMeUp Subscription Agreement.pdf



JTC Technologies, LLC Software Subscription Agreement

THIS APPLICATION SUBSCRIPTION AGREEMENT (“Agreement”) is made as of the Effective Date by and between JTC Technologies, LLC, 1213 W. Morehead Street, Suite 500, Charlotte, NC 28208 and Reach Cyber Charter School at 750 E Park Drive, Harrisburg, PA 17111 (“Customer”).

Learning Stream Software Subscription: JTC Technologies, LLC hereby grants Customer a non-exclusive, non-transferable, non-resalable and revocable license to use the Learning Stream Software and to permit Users to use the Learning Stream Software via the Internet for the term of the subscription identified in this Agreement.

Trade Secrets: Customer hereby acknowledges and agrees that the JTC Technologies, LLC Technology derives independent economic value (actual or potential) from the administrative design and functionality of Learning Stream, which is not being generally known to other persons who can obtain economic value from its disclosure or use, and which is not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. It is the subject of reasonable efforts by JTC Technologies, LLC under the circumstances to maintain its secrecy. Customer agrees not to disclose the administrative design or functionality of Learning Stream to third parties without prior written consent of JTC Technologies, LLC.

Confidentiality: The receiving party shall not disclose confidential information except to authorized persons. The receiving party shall hold confidential information in confidence and shall not duplicate, use or disclose confidential information except as permitted under this Agreement. Receiving party shall require persons who receive confidential information to hold and maintain such confidential information in confidence and not use or reproduce such confidential information except as permitted under this Agreement.

Term: This Agreement is for an initial period of one years from the date specified in the Financial Overview Section of this agreement. After the first year, this subscription Agreement provides the option to renew annually. To prevent disruption of service at the end of this agreement period, intent to renew or not renew must be provided by the Customer prior to the end of the agreement period. Pre-payments for additional years of service will renew this Agreement for the term associated with the pre-payment. Renewal will also renew all terms of this agreement for each additional year. Annual renewals will increase no more than five percent.

Refund: Upon termination or cancellation of this Agreement, JTC Technologies, LLC shall be entitled to retain all payments rendered to JTC Technologies, LLC under this Agreement for the services or in anticipation of the services. Termination or cancellation of this Agreement shall not terminate or cancel any payment obligation of Customer under this Agreement. Pre-payments for services are non-refundable.

Restrictions: JTC Technologies prohibits creating questions in the Learning Stream software that collects and store registrant social security numbers, electronic protected health information (PHI) as defined by HIPAA and/or credit card information. This restriction does not include core Learning Stream application functionality developed by JTC Technologies, LLC, that is specifically designed for credit card processing.



Annual Pricing Options		
GSMU Basic: 4,500	LS Standard: \$7,000	LS Plus: \$8,500
One system administrator Included	One system administrator plus one basic user included	One system administrator plus two basic users included
	<ul style="list-style-type: none"> Instructor module Access to a la carte options for an additional fee Registration prerequisites Registrant payment plans Discount policies Deposit rules 	<ul style="list-style-type: none"> Instructor module A la carte modules (testing, learning plan, digital signature, document upload) included Multilingual support

Optional Functionality & Modules	
Additional Administrator User License - one included with subscription	\$720/year
Basic User License – training & support provided by your administrator(s)	\$360/year
LumaPay Payment Processing - via Stripe	No charge
Payment Processing Integration with another supported gateway	\$600/year
Divisions (Required for each separate merchant account; each division includes one additional administrator user license/login)	\$3,000/year
Media Manager: Online/Video Course Delivery and Management Module	\$2,400/year
Canvas or Blackboard Integration	\$1,200/year
Registrant Text Message Notifications (Up to 2k messages per month)	\$600/year
Expert Consulting, Product Customization, Additional Online Training	\$0.03/ per additional \$200/hour

A La Carte Modules included in Plus and Available in Standard	
Document Upload Module (Registrant/Event/Instructor) 5GB Storage Included Overages: \$10/month per GB	\$500/year
Learning Plan Module	\$500/year
Student Testing Module	\$500/year
Digital Signature Module	\$500/year

Included in all Subscriptions	
<ul style="list-style-type: none"> Event Management and Registration - Secure Hosted Solution Phone Support 8:30 am – 5:30 pm ET (Critical Issues 24/7) All Maintenance Releases Up to 8 Hours of Training/Implementation Unlimited Number of Events Unlimited Number of Registrations Hosting, Backups and Security Management Full Reporting Capabilities Automated Messaging 	<ul style="list-style-type: none"> CE Tracking Certificate Management Online Evaluations and Surveys Mobile Responsive Design Custom Page Theme Management Custom Branding Student Portal Attendance Management Online Knowledge Base Remote Authentication Integration/SSO (SAML 2.0)



Selected Options

Financial Overview	
Plus Enterprise Subscription: One Year (includes one full admin and two basic user license)	\$8,500/Year
One additional full administrator	\$720/year
Ten additional basic users	\$3,600/year
One division license (includes one full administrator)	\$3,000/year
Canvas Integration	\$1,200/year
Media Manager: Online/Video Course Delivery and Management Module	\$2,400/year
Registrant Text Message Notifications (Up to 2k messages per month)	\$600/year
LumaPay Payment Processing – via Stripe	No Charge
Non-profit/education discount of 5% when paying for one year up front	(\$1,001/year)
Subtotal/Annual Subscription:	\$19,019/year
Total Due with Signed Agreement	\$19,019

Terms
<ul style="list-style-type: none"> • One-year agreement • Up to eight hours of implementation and training time included in the first year only. • All amounts in US currency

Agreement valid if signed and returned by 6/30/2023

Signatures

JTC Technologies, LLC, d.b.a. Learning Stream/GoSignMeUp	Customer: Reach Cyber Charter School By: _____ Date: _____ Print Name: _____ Title: _____
By: _____ Date: _____	

Billing Contact Name: _____ Phone #: _____ Email: _____	Billing Address Address: _____ Address 2: _____ City/ST _____ Zip: _____
--	--

Coversheet

Approval of Agreement with Pittsburgh Drone Service

Section: IX. Strategic Planning
Item: C. Approval of Agreement with Pittsburgh Drone Service
Purpose:
Submitted by:
Related Material: Pittsburgh Drone Services.pdf

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on June 6, 2023 (the "Effective Date"), by and between Reach Cyber School located at 750 E Park Dr Ste 204, Harrisburg, Pennsylvania 17111 (the "First Party"), and Pittsburgh Drone Services, LLC located at 500 Grant St Ste 2900, Pittsburgh, Pennsylvania 15219 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To provide Uncrewed Aviation civil and environmental services and workforce training to serve the workforce needs of industry.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for The services provided by Pittsburgh Drone Services, LLC for Reach Cyber School include: The Recreational Drone Pilot Course for 8 weeks at a cost of \$1,400, FAA Drone Pilot Certification 6-month course at a cost of \$2,500 and Apprenticeships once the student becomes certified through the FAA Drone Pilot Certification Process. Additional services include; helping students register for the certification exams, processing payments for these examinations and overseeing student projects during the apprenticeships. Throughout the 2023-2024 academic year, a Middle school drone program, Aerial Photography and Drone Repair program will be discussed and offered to Reach Cyber School students. These programs will be offered in 8-week intervals with a base cost of \$1,600 plus the cost of materials. Materials paid for by Reach Cyber for the Recreational Pilot course include a small drone for no more than \$50 per student and the FAA drone certification test fees at a cost of \$175.00 per student. Reach Cyber School agrees to assume the material costs of all programs offered. , and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Reach Cyber School shall render and provide the following services that include, but are not limited to:

Reach Cyber will provide a list of students, attendance sheet and enrollment paperwork to help monitor students enrolled in all drone programs. Reach Cyber School will provide payment for instructional and testing fees. A list of materials that will be used during the class include a small drone for the recreational drone pilot class, FAA Drone Test Fees and software for the upcoming Aerial photography and Drone Repair programs. Costs will be discussed prior to the course and will be contingent upon funding available.

Pittsburgh Drone Services, LLC shall render and provide the following services that include, but are not limited to:

Pittsburgh Drone Services, LLC will provide instructional services for Recreational Drone Pilot, FAA Commercial Drone Certification Program and offer projects, workforce skills and supervision for all Apprenticeships. Pittsburgh Drone Services, LLC agrees to use an online platform for all instructional services, process registration forms with payment, provide invoices for services and testing fees, meet for consultations and maintain attendance records and recordings for all classes. As part of this agreement, Pittsburgh Drone Services will also develop a general curriculum for Drone Repair, Aerial Photography and the equipment necessary to operate the programs will be developed and reviewed prior to implementation.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 1 year from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Reach Cyber School and Pittsburgh Drone Services, LLC and shall be effective as of the date first written above.

(First Party Signature)
Reach Cyber School
750 E Park Dr Ste 204
Harrisburg, Pennsylvania
17111

(Date)

(Second Party Signature)
Pittsburgh Drone Services, LLC
500 Grant St Ste 2900
Pittsburgh, Pennsylvania
15219

(Date)

Coversheet

Approval of Agreement with Westmoreland Community College

Section: IX. Strategic Planning
Item: D. Approval of Agreement with Westmoreland Community College
Purpose:
Submitted by:
Related Material:
Memorandum-of-Understanding-Reach Cyber & Westmorland + UPMC.docx

MEMORANDUM OF UNDERSTANDING

PARTIES

- This Memorandum of Understanding (hereinafter referred to as the “**Agreement**”) is entered into on ___August 2023_____ (the “**Effective Date**”), by Reach Cyber Charter School (“**first party**”), with an address of 750 E Park Dr #204, Harrisburg, PA 17111 and between ___Westmoreland County Community College_ (“**second party**”), with an address of _____145 Pavilion Ln, Youngwood, PA 15697. (Collectively referred to as the “**Parties**”).

PURPOSE

- This Agreement is entered into for the following reasons:
 1. Students to understand and explore Healthcare careers. _____

 2. Students to understand different pathways to careers in healthcare. _____

 3. Students to understand the education required to work in healthcare. _____

 4. Students to understand different educational opportunities in healthcare. _____

 5. The program will run one night a week for 10-12 weeks for one hour (3:30-4:30) to introduce students to the above aspects of Healthcare from educators, students, and current employees in the Healthcare field.

RESPONSIBILITIES OF THE PARTIES

1. Westmoreland County Community College is responsible for the planning, training, and educational activities for this program. _____

2. Reach Cyber School is responsible for the marketing and registration of it students for the program. _____

3. Westmoreland County Community College have applied for a grant for any costs that could be associated with this class so that there will be no costs to students. There has not been any award of grant monies yet, if Westmoreland County Community College does not receive the grant, we are going to work around to make this a cost free program for students.

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of PDOE .

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to _____ (Arbitration/mediation/negotiation) (Circle one) in accordance with, and subject to the laws of, _____.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.

- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one Party's negligence or breach.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention. ~~000~~

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Reach Cyber Charter School

Name: Jane Swan, CEO

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Coversheet

Approval of Agreement with Community College of Beaver County

Section: IX. Strategic Planning
Item: E. Approval of Agreement with Community College of Beaver County
Purpose:
Submitted by:
Related Material: New Dual enrollment -academy school agreement TEMPLATE (1).docx



High School Academy & Dual Enrollment Programming Agreement

This agreement is entered into by and between Reach Cyber Charter School (RCCS) (hereinafter referred to as the “school district”) and the Community College of Beaver County (hereinafter referred to as “CCBC”). This agreement sets out the terms and conditions of the High School Academy and Dual Enrollment programming offered by these institutions.

I. Purpose

High School Academies

CCBC’s nationally distinctive High School Academy program is a dual enrollment opportunity for high school students to earn college credits and explore future careers in their area of interest. Academy students can earn up to 28 credits towards an associate degree by high school graduation. **The Community College of Beaver County has six Academies which include Aviation, Construction, Criminal Justice, Education, Health, and STEM.**

The CCBC High School Academies share the same goals:

- **Build** partnerships with local and regional high schools and four-year colleges and universities.
- **Encourage** students to pursue higher education and have a jump-start on a college degree.
- **Introducing** high school students to the academic rigor required in college.
- **Develop** leadership skills and character in high school students.
- **Supply** additional transfer students for CCBC’s partnering 4-year institutions through articulation agreements; and
- **Prepare** a pipeline of students for in-demand career fields in Western Pennsylvania and beyond.

Dual Enrollment

High school students who have completed their freshman year in high school and who are approved by their local school district to participate in the dual enrollment program will be allowed to enroll as a Dual Enrollment student. Dual Enrollment Students are high school students taking CCBC courses on the college campus or online. Individuals accepted under this status will not be eligible for financial aid benefits or enrollment in preparatory courses.

II. Student Eligibility

High School Academies

1. High School Academy students must be juniors or seniors in a high school.
2. Each Academy has a GPA requirement. The GPA requirement for each Academy is based on the level of coursework taken within the Academy. For specific GPA requirements for each Academy refer to the Academies website. [Academies click here](#)
3. The High School Academies require students to have displayed good attendance and good conduct in school.
4. These students must have a recommendation from their principal or guidance counselor.
5. Based on the Academy, the student may be required to have taken Algebra I, Biology and Chemistry with a lab, or Pre-Calculus. To see which courses are required for each Academy refer to the curriculum sheets within the High School Academies website. [Academies click here](#)

Dual Enrollment

1. Dual Enrollment students should be limited to sophomore, junior and senior students in a high school.
2. To be eligible for Dual Enrollment, students need to have a 2.8 GPA.
3. The number of college-level courses completed should not exceed 2 courses per semester
4. The College may establish additional criteria for admission into courses.

III. Courses Offered

High School Academies

Students will follow a prescribed pathway for the academy of their choice. Each semester will consist of up to 7 credits for a total up to 14 credits each academic year. A student can earn up to 28 college credits if completing both their junior and senior years in the academy programming.

Dual Enrollment

Students can select up to two college courses each semester from the overall college schedule. The student must meet pre-requisites for the course to be approved for registration.

IV. Student Support Services

CCBC will provide the following support services to students enrolled in the program: tutorial services both, face-to-face and online and on demand, access to our library as well as our online library databases, transition support via the Access Ability Center for disability support services, Student Success Lab, and academic advising.

College Level Section 504/ADA Accommodations:

When taking a college level course, high school students with documented disabilities are eligible to receive accommodations. Accommodations at the college level may differ from those at the high school level. The college will not provide modifications to change the course content or performance expectations that would substantially alter the essential elements of the courses.

The College Counselor is available to HS Academy and Dual Enrollment students in crisis situations where the threat of self-harm, harm to others, or abuse is evident and/or disclosed to any Faculty, administrator, or staff member. Parental/Guardian notification will occur as necessary or as granted permission by the student.

V. Student Credit

Students completing courses through these programs will have the course completion and relevant grade posted to the student's official CCBC transcript. Transfer of these credits to other institutions will be subject to the procedures and requirements of the receiving institution.

If at any time during the semester, the student would decide that they would like to withdraw from High School Academy or Dual Enrollment courses they must notify the Associate Dean of High School Academies or his or her designee by the designated withdraw date as outlined on the CCBC [academic calendar](#). If the student decides to withdraw outside of the withdraw or refund dates established by the college, the faculty will still be required to report a grade for the student and the student will still be responsible for the tuition for the course(s).

VI. Enrollment and Registration

High School Academy

1. Students are required to print and complete the paper High School Academies Application and submit it to the Associate Dean of High School Academies and Dual Enrollment or his or her designee along with a copy of their most current report card and high school transcript.
2. Student will be contacted after the application is reviewed with the status of their acceptance.
3. If accepted into the academies, the student will be invited to an onboarding meeting where they will complete additional documents and register for their courses.

Dual Enrollment

1. Students are required to submit the Dual Enrollment and College in High School application online.
2. Students are required to submit the Dual Enrollment registration form provided by the high school counselor or the Associate Dean of High School Academies or designee
3. The student or school counselor will send the dual enrollment registration form along with official high school transcripts and current report card to the Associate Dean of High School Academies or his or her designee.
4. Students will need to take the CCBC placement test if the high school will not sign the placement test waiver form.

VII. Tuition and Fiscal Transactions

Classes taught by CCBC will be billed to the student at the appropriate tuition rates as approved by the Board of Trustees according to the students' appropriate tuition code. It is the responsibility of the student's parent(s) to pay for the courses by the established tuition deadline of the college. These deadlines can be found on the college academic calendar located on the CCBC website.

VIII. Mutual Terms and Conditions

- A. *Term of Agreement.* This agreement shall automatically renew annually unless a written termination request is submitted by either party. See VIII B.
- B. *Termination of Agreement.* Either party may terminate this Agreement for any reason with, ninety (90) days' notice. In the event of a substantial breach, either party may terminate this agreement upon the occurrence of the breach by written notice that may be less than 90 days. In no event shall the termination of this Agreement by either Party take effect before the end of a then current academic term or adversely affect any student who may be participating in the agreement.
- C. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination and related procedures to insure such based-on Title VI of the Civil Rights Act of 1964 regarding sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972, and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990.
- D. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania govern.
- E. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- F. *Entire Agreement.* This Agreement represents the entire understanding between parties. No other prior or contemporaneous oral or written understandings or promises to exist regarding this relationship.
- G. *Confidentiality.* The parties shall protect the confidentiality of student records as dictated by the Family Educational Records and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or dictated by the terms of this agreement.
- H. *Notification.* Either institution may withdraw from the agreement upon written notification to the other participant. The CCBC High School Academy and Dual Enrollment office and High School Administrative team serve as the official points of contact for this Agreement.
- I. *Authority.* The Parties executing this Agreement represent and warrant to each other that they have the full right, power, capacity, and authority to execute and deliver this Agreement, and that they have duly and properly performed all acts required to authorize them to carry out this Agreement and the transactions contemplated by it.

Signature page to follow

CCBC High School Academy and Dual Enrollment Programming Agreement

Signature page

School District Signatures

Date
Cody Smith
RCCS High School Principal

College Signatures

Dr. Roger W. Davis
CCBC President

Date

Dr. Shelly Moore
VP Academic Affairs/Provost

Date

Lauren Susan
Associate Dean, HS Academies & Dual Enrollment

Date



Coversheet

Approval of Agreement with Media Ed Tech Institute

Section: IX. Strategic Planning
Item: F. Approval of Agreement with Media Ed Tech Institute
Purpose:
Submitted by:
Related Material: ReachCyberSchool-PodcastProposal071223.pdf



METinstitute.org
mediaedtechinstitute@gmail.com
Reach Cyber School Program Proposal

Type of Programming

An Experiential Media Learning opportunity, where students:

- Learn with professional Media & Tech Experts
- Engage Culturally Situated Modern Media Curriculum correlated to [CCSSs](#) and [NCASs](#)
- Gain ongoing support and training for Podcast Content Creation

Learning Objectives and Goals of Podcast Curriculum

At the conclusion of the course, students will be able to:

- Demonstrate understanding of digital storytelling through contemporary media formats
- Apply basic production skills to create a podcast
- Demonstrate how to publish, present and disseminate a cultivated show

Course Format

10-week Remote Course as a Synchronous and Asynchronous Learning Model

- 1 Hour Large Group Sessions
- 1 Hour Small Group Lab
- 30-minute e-Mentoring/on-going support
- Total Hours: 40 hours (This includes in-class activities, course, and preps)



Needed Resources for Course

- [Adobe Audition](#)* - \$40 (19.99/month with student/teacher discount)
- [Headphones](#) - \$19.99
- [USB Microphone](#) \$34.99
- [USB to USB-C computer adapter](#) if necessary (no USB port on laptop) - \$8.99

Total: \$103.97

**Free alternative software, i.e., Audacity, is available*

Incentives for Course Completion

- Students will conclude with an original show concept, podcast branding, and published episodic podcast.
- A personalized completion certificate
- Closing ceremony*

**This is virtual, however, there's possibility for Field Trip or in-person event*

Cost of Programming per Group (Does not include tech resources)

0-10: \$12,500	10-20: \$25,000	20-30: \$ 37,500
----------------	-----------------	------------------

Reach Cyber Charter School

Date