



# Reach Cyber Charter School Board of Trustees

## Reach Cyber Charter School

### Board Meeting

Published on September 14, 2023 at 12:15 PM EDT  
Amended on September 18, 2023 at 4:18 PM EDT

---

#### Date and Time

Wednesday September 20, 2023 at 9:00 AM EDT

#### Location

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

---

#### Agenda

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

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

Purpose	Presenter	Time
---------	-----------	------

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

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

**III. Routine Business**

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

**IV. Oral Reports**

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

1. Enrollment Report
2. School Transition Update
3. Back to School Activities
4. Performance Audit Letter from Auditor General

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

C. Financial Report (to follow)	Karen Yeselavage
---------------------------------	------------------

**V. Consent Items**

A. Approval of Minutes from the August 16, 2023 Board Meeting

B. Approval of Staffing Report

C. Approval of MOU with Russy's Sweet Treats

Purpose

Presenter

Time

This Memorandum of Understanding (MOU) provides for the continuation of an agreement with Russy's Sweet Treats where through virtual workshops taught by Ms. Russy, the students will learn basic and intermediate level baking skills. The age requirement to be enrolled is 13 - 18 years old.

**D.** Approval of MOU with Harrisburg Area Community College

This MOU provides for the continuation of the agreement with Harrisburg Area Community College to provide Emergency Medical Technician training to qualifying Reach students.

**E.** Approval of MOU with Barbizon Modeling and Acting School

This MOU provides for the continuation of a partnership with Barbizon Modeling and Acting School, where students in grades 9-12, may participate in an internship focused on Modeling, Acting, and Self Development.

**F.** Approval of MOU with Young Artist Workshop

This MOU is between the Young Artists Workshop (YAW) at Moore College of Art & Design and the Reach Cyber Charter School and provides for the continuation of the existing agreement.

The Fall session of YAW will run on Saturdays from October 7 – December 16, 2023, and include the following sessions: Acrylic Painting, Advanced Drawing, Anatomy for Artist I & II, Architecture & Interior Design, Career Lab: Animation & Illustration, Career Lab: Drawing & Painting Portfolio, Ceramics & Wheel throwing, Character Design, Fashion I: Illustration & Simple Sewing, Fashion II: Sewing & Construction, Filmmaking 101, Game Design, Graphic Design, Illustration: Astrology & Mythology, Photography: Darkroom to Digital, Watercolor Painting Techniques, Animator's Studio, Architecture & Interior Design, Character Design, Drawing & Painting, Dynamic Figure Drawing, and Fashion Design.

**G.** Approval of MOU with Made Institute

This MOU sets for the terms and understanding between the Made Institute and the Reach Cyber Charter School (K-12) to enroll students in the Made Jr Fashion Club online program.

**H.** Approval of MOU with Reading Science Center

	Purpose	Presenter	Time
	The MOU provides for the continuation of the partnership Reading Science Center, whose primary mission is to foster a love of science through exciting and experiential STEM education for the Greater Reading community, with Reach Cyber Charter School. Reach Cyber families may access RSC during mutually agreed-upon times over the course of this partnership		
<b>I.</b>	<b>Approval for Custom Attendance Report</b>		
	Custom Attendance Report: Reach is seeking School Board approval for the cost of development of a custom attendance report in the Canvas Learning Management System at a cost of \$15,800 with an annual maintenance fee of an additional \$2,000. In order to more efficiently monitor student attendance data in the Canvas LMS, Reach has requested the Instructure platform team create a custom report that is tailored to the unique needs of our school environment.		

**VI. Action Items**

<b>A.</b>	<b>Approval of Update to School's Bullying Policy</b>	Rachel Graver	
<b>B.</b>	<b>Approval of Affiliation Agreement with Pennsylvania Western University</b>	LeeAnn Ritchie	
	The Pennsylvania Western University and Reach Cyber Charter School are seeking approval to establish an affiliation agreement whereby the University's students may receive professional experience in their area of counseling.		
<b>C.</b>	<b>Approval to Rescind Procurement with Federal Grant Funds Policy</b>	Josh Hicks	
	The school is requesting approval to rescind the Procurement with Federal Grant Funds Policy approved on September 4, 2015. The guidance included in this policy is duplicative of guidance included on the Federal Programs manual shared with the state during monitoring.		
<b>D.</b>	<b>Approval of Agreement with Khan Academy</b>	Corey Groff	
	Reach Administration is seeking approval of the agreement between Khan Academy and Reach Cyber Charter School for licensing, consultative, and professional development services in support of the Board approved pilot program for the 2023-2024 school year. Approval of this agreement will allow students and teachers to access Khan Academy resources, including Khanmigo, their AI powered academic assistant, as well as provide teachers and students with the necessary training for optimizing the use of Khanmigo and other Khan Academy resources.		



	Purpose	Presenter	Time
<b>E.</b>	Approval of Agreement with Elmwood Zoo  Elmwood Zoo, Zookeeper for a Day:	JD Smith	
	<ul style="list-style-type: none"> <li>• Students will learn about animal caretaking by helping behind the scenes at Elmwood Park Zoo.</li> <li>• The Career Mentoring experience will be one 3 hour day for the middle school age group.</li> <li>• Two 3 hour days for the high school age group. The time will be 9:00am to 12:00pm.</li> <li>• 2-3 Students may join on the same day.</li> <li>• Costs: \$325.00 for the middle school students and \$500.00 for the high school students.</li> </ul>		

<b>F.</b>	Approval of the 2023-2024 School Handbook (to follow)	Rachel Graver	
<b>G.</b>	Approval of Affiliation Agreement with Luzerne College (to follow)  Luzerne College and Reach Cyber Charter School are seeking approval to establish an affiliation agreement whereby the college's students may receive field experiences to include observation, exploration, and participation in accordance with the requirements set forth by the Pennsylvania Department of Education.	LeeAnn Ritchie	

**VII. Information Items**

<b>A.</b>	Legislative Update	Brandie Karpew	
<b>B.</b>	State Assessment Results 2023	Kelly McConnell	

**VIII. Strategic Planning**

<b>A.</b>	Confirmation of Strategic Planning Retreat  The October 2023 board meeting will be held in conjunction with a board retreat on Wednesday, October 18, 2023, at 9:00 AM at the Best Western Premier Conference Center located at 800 East Park Drive, Harrisburg, PA.	Brandie Karpew	
-----------	--	----------------	--

**IX. Executive Session**

<b>A.</b>	Executive Session		
-----------	-------------------	--	--

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

**X. Closing Items**

**A. Adjourn Meeting**

Adjournment and Confirmation of Next Meeting – Wednesday, October 18, 2023 at 9:00 a.m.

# Coversheet

## CEO's Report

**Section:** IV. Oral Reports  
**Item:** A. CEO's Report  
**Purpose:**  
**Submitted by:**  
**Related Material:** September School Board Data.pdf  
Cyber Charter Schools Engagement Letter 08-30-23.pdf



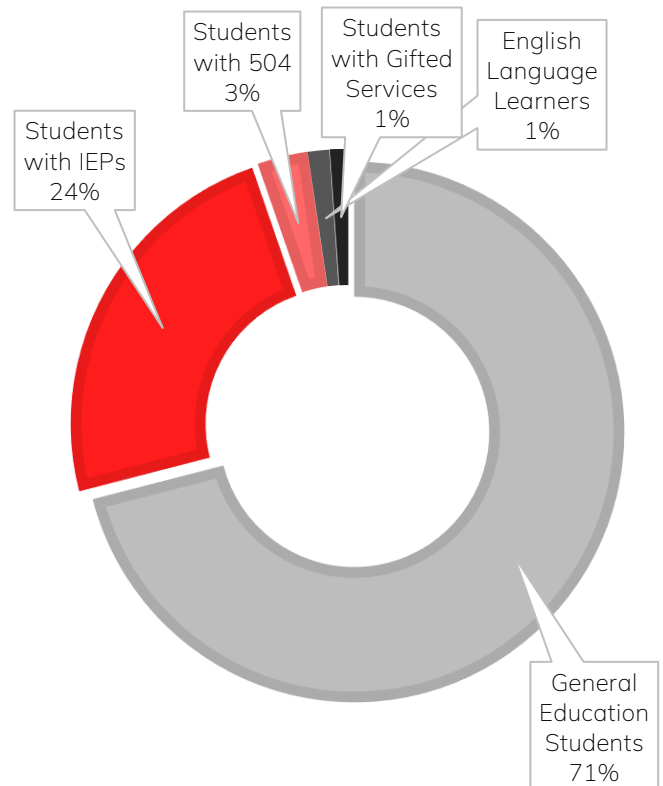
# School Data Update

SEPTEMBER 2023

CURRENTLY ENROLLED	HIGHEST YTD ENROLLMENT
6335 <span style="color: red;">↑</span>	6335
Students in the Application Process	459 <span style="color: red;">↑</span>
Students Enrolled in the Past 14 Days	337 <span style="color: red;">↑</span>
Students Withdrawn in the Past 7 Days	137
PA Counties with Reach Students	67

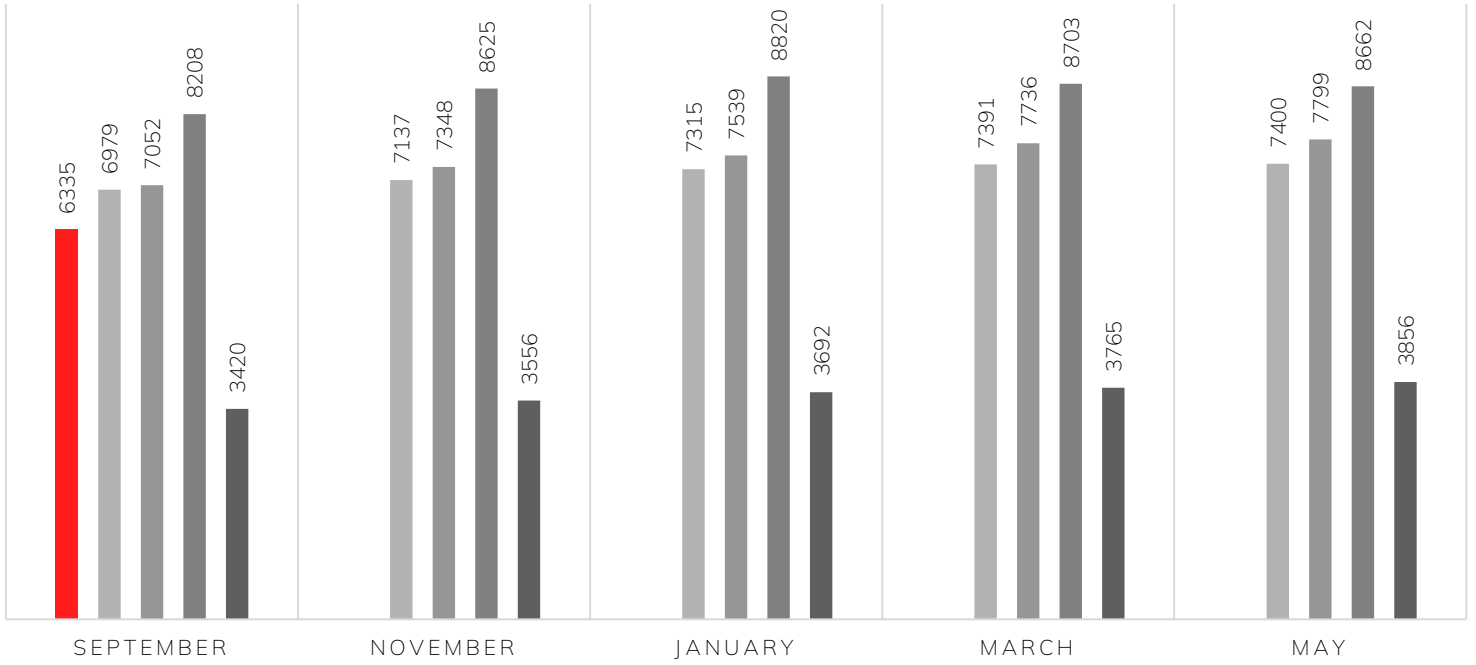
HIGHEST COUNTY ENROLLMENT	STUDENTS
Philadelphia	1453
York	320
Allegheny	299
Delaware	274
Dauphin	258
Berks	218
Monroe	191
Luzerne	177
Bucks	174
Lehigh	174

## SPECIALIZED INSTRUCTION

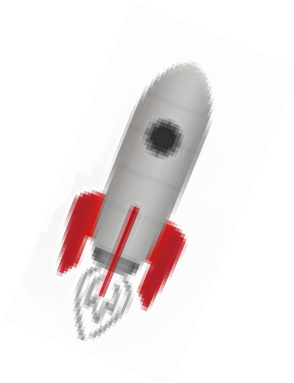
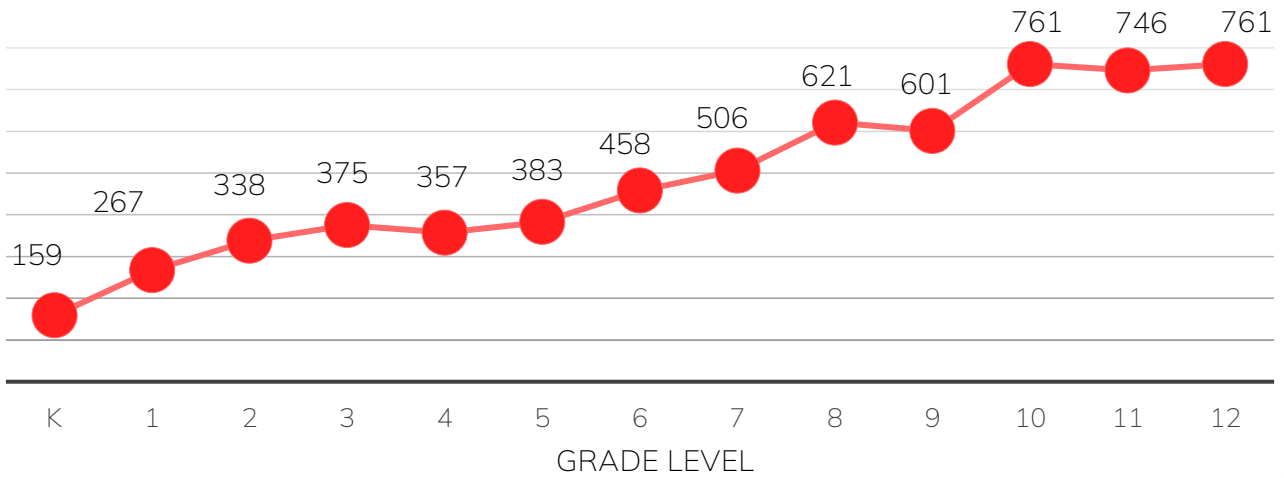


## 5 YEAR ENROLLMENT TRENDS

■ 23-24 ■ 22-23 ■ 21-22 ■ 20-21 ■ 19-20



## CURRENT STUDENT ENROLLMENT BY GRADE LEVEL





**Commonwealth of Pennsylvania**  
**Department of the Auditor General**  
**Harrisburg, PA 17120-0018**  
**Facebook: Pennsylvania Auditor General**  
**Twitter: @PAAuditorGen**  
**www.PaAuditor.gov**

**TIMOTHY L. DEFOOR**  
**AUDITOR GENERAL**

August 30, 2023

Mr. Thomas D. Longenecker  
President and Chief Executive Officer  
Commonwealth Charter Academy  
One Innovation Way  
Harrisburg, PA 17110

Ms. Eileen Cannistraci, M.Ed.  
Chief Executive Officer  
Insight PA Cyber Charter School  
350 Eagleview Boulevard  
Suite 350  
Exton, PA 19341

Ms. Jane Swan  
Chief Executive Officer  
Reach Cyber Charter School  
750 East Park Drive  
Suite 204  
Harrisburg, PA 17111

Mr. Mark Allen  
Chief Executive Officer  
Pennsylvania Leadership Charter School  
1332 Enterprise Drive  
West Chester, PA 19380

Mr. Brian Hayden  
Chief Executive Officer  
Pennsylvania Cyber Charter School  
3721 Tecport Drive  
Suite 102  
Harrisburg, PA 17111

Dear Chief Executive Officers:

This letter is to inform you that the Department of the Auditor General (Department) will be conducting a performance audit of the revenues, expenditures, and fund balances of certain cyber charter schools. The performance audit is being conducted pursuant to Sections 402 and 403 of The Fiscal Code, 72 P.S. §§ 402 and 403, as well as in accordance with generally accepted *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States.<sup>1</sup> Your cyber charter school has been selected as one of five cyber charter schools to be included within the scope of this audit.

---

<sup>1</sup> U.S. Government Accountability Office. *Government Auditing Standards*. 2018 Revision Technical Update April 2021.

August 30, 2023

Page 2

The audit will cover the period July 1, 2020, through June 30, 2023, with updates, where applicable, through the end of the audit procedures. The audit objectives for each cyber charter school will be as follows:

- Identify and analyze all sources of the cyber charter school's revenue.
- Identify and analyze the cyber charter school's expenditures.
- Report on the financial position of the cyber charter school, including an analysis of general fund balances.

Please note that additional audit objectives may be added, and the audit scope may be adjusted as needed. If such changes are necessary, the Department will provide each cyber charter school (CCS) the appropriate notification in writing.

As the audit is conducted, the Department shall perform various audit procedures to gather and analyze evidence to address the above audit objectives. These procedures will include, but are not limited to, the following: (1) interviewing CCS officials and staff; (2) reviewing applicable laws, agreements/contracts, policies and procedures, and related guidance documents; (3) examining files; and (4) reviewing other supporting documentation and/or data, as necessary. The CCS is responsible for the accuracy of any information provided to the Department.

CCS management is responsible for complying with all applicable laws, agreements/contracts, policies and procedures, and related guidance documents, along with establishing and maintaining internal controls, often referred to as management controls. In planning and performing our audit, the Department will obtain an understanding of internal controls as it relates to the audit objectives. Internal controls in the broadest sense include the following: (1) plan of the organization; (2) methods and procedures adopted by management to meet its mission, goals, and objectives; (3) the processes for planning, organizing, directing, and controlling program operations; and (4) the systems for measuring, reporting, and monitoring program performance. Internal controls also include safeguarding assets and preventing and detecting errors and violations of laws and provisions of contracts and grant agreements.

CCS management is also responsible for the design and implementation of controls for preventing and detecting fraud, and for informing the Department about all known or suspected fraud and abuse affecting its office involving: (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud or abuse could have a significant effect on the programs. CCS management is responsible for informing the Department of its knowledge of any allegations of fraud, or suspected fraud, and abuse within the context of the audit objectives that it received in communications from employees, former employees, grantors, regulators, or others.

The Department will be contacting you to arrange a date and time to conduct an entrance conference. It is requested that you identify an Audit Liaison who will serve as the primary contact person during the audit. At the entrance conference, the audit objectives will be discussed in greater detail. The Department would like to conduct the entrance conference no later than September 15, 2023. At the conclusion of the audit, one report will be issued to include the

August 30, 2023

Page 3

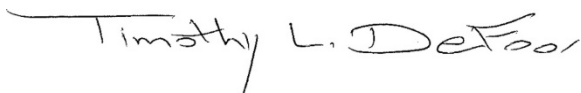
collective results for all five CCS; however, any desired exit conferences will be held individually with the respective CCS.

Please note that the Department strives to maintain the highest level of independence and professionalism in its dealings with the entities we audit. Department auditors are prohibited from engaging in discriminatory practices against any entity that is audited. The Department is also committed to creating and maintaining a work environment for the auditors and audited entities that is free of harassment, including sexual harassment. These principles are embodied in the Department's Equal Opportunity and Non-Discrimination Policy Statement, Code of Conduct, and Sexual Harassment Prevention Policy. Copies of these policies are available by writing to the Department's Office of Human Resources, 320 Finance Building, Harrisburg, Pennsylvania, 17120, or by contacting the Office of Human Resources by email or phone (HR@paauditor.gov or 717-787-3192). Further, please note that the Department's draft audit information (including requests, survey instruments, and methodologies) and the draft findings/report **are not** public records and are protected from disclosure as **confidential, proprietary information** and **workpapers underlying an audit and investigative materials, notes, correspondence, and reports** under the Right-to-Know Law (RTKL). See 65 P.S. § 67.708(b)(11) and (17)(ii) and (v).

The Department looks forward to a constructive and positive audit experience; one whereby we work cooperatively together to identify any problems, concerns, and solutions. Your cooperation will facilitate the completion of this audit in a timely manner. To this end, the Department asks that the CCS and its employees provide the requested information, documentation, and/or data within three working days of the request and that requested meetings be scheduled with staff within two working days of the request, unless otherwise specified.

If you have any questions or concerns about this performance audit, please contact Scott D. King, CPA, Director, Bureau of Performance Audits, at 717-787-2150 or SKing@paauditor.gov. The director is assigned responsibility for this engagement, which includes overseeing and directing the audit team in performing the related audit work, drafting the audit report, and ensuring the audit is conducted in accordance with GAS.

Sincerely,



Timothy L. DeFoor  
Auditor General

cc: The Honorable Josh Shapiro, Governor  
The Honorable Uri Monson, Secretary of the Budget  
Mr. Ralph Dyer, Chairman, Board of Trustees, Commonwealth Charter Academy  
Mr. David Taylor, President, Board of Trustees, Reach Cyber Charter School  
Mr. Steve Robinson, President, Board of Trustees, Pennsylvania Cyber Charter School  
Ms. Alice Solomon, MSS, President, Board of Trustees, Insight PA Cyber Charter School



August 30, 2023

Page 4

Mr. Brian Ney, Chairman, Board of Trustees, Pennsylvania Leadership Charter School

The Honorable Dr. Khalid N. Mumin, Secretary, Pennsylvania Department of Education

Ms. Amy Lena, Director, Bureau of School Support, Pennsylvania Department of Education

Mr. Randy Seely, Charter Schools Division Chief, Bureau of School Support, Pennsylvania Department of Education

The Honorable Scott Martin, Senate Majority Appropriations Chairman, Pennsylvania Senate

The Honorable Vincent Hughes, Senate Minority Appropriations Chairman, Pennsylvania Senate

The Honorable Jordan Harris, House Majority Appropriations Chairman, Pennsylvania House of Representatives

The Honorable Seth Grove, House Minority Appropriations Chairman, Pennsylvania House of Representatives

The Honorable Kim Ward, President Pro-Tempore, Pennsylvania Senate

The Honorable Joanna McClinton, Speaker of the House, Pennsylvania House of Representatives

The Honorable Matt Bradford, House Majority Leader, Pennsylvania House of Representatives

The Honorable Bryan Cutler, House Minority Leader, Pennsylvania House of Representatives

The Honorable Joe Pittman, Senate Majority Leader, Pennsylvania Senate

The Honorable Jay Costa, Senate Minority Leader, Pennsylvania Senate

The Honorable Peter Schweyer, House Education Majority Chair, Pennsylvania House of Representatives

The Honorable Jesse Topper, House Education Minority Chair, Pennsylvania House of Representatives

The Honorable David Argall, Senate Education Majority Chairman, Pennsylvania Senate

The Honorable Lindsey Williams, Senate Education Minority Chair, Pennsylvania Senate

Mr. William Canfield, Director, Bureau of Audits, Office of Comptroller Operations

Ms. Janet B. Ciccocioppo, CPA, Deputy Auditor General for Audits, Department of the Auditor General

Mr. Gordon R. Denlinger, CPA, Deputy Auditor General for Audits, Department of the Auditor General

Mr. Scott D. King, CPA, Director, Bureau of Performance Audits, Department of the Auditor General

# Coversheet

## Staffing Update

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

## REACH Staffing Report August 2023

*23-24 School Year Budgeted Staff = 919*

	Current Staff	Hires SYTD	Departures SYTD
<b>10-month Staff</b>	715	68	13
<b>12-month Staff</b>	137	7	3
<b>Grand Total</b>	<b>852</b>	<b>75</b>	<b>16</b>

### New Hires

First Name	Last Name	Job Title	Compensation	Start Date
Kylee	Bosser	Teacher-Middle School	\$56,500	8/23/2023
Alexandra	Kryzan	Teacher – Substitute	\$50,000	8/23/2023
Corey	Daniel	Teacher – High School	\$58,250	8/23/2023
Shelly	Wade	Teacher – Special Education (HS)	\$62,500	9/5/2023
Noah	Gochnour	Associate Desktop Technician	\$53,500	9/12/2023
Erin	Stonebraker	Teacher – High School	\$63,001	9/12/2023
Michael	Monahas	Application Analyst	\$75,000	9/12/2023
Rachael	McDermott	Teacher – Special Education (MS)	\$60,000	9/12/2023
Wendy	Sheeran	Teacher – Middle School	\$61,500	9/12/2023
Keely	Fields	Assistant Principal – Curriculum/Careers	\$88,000	9/12/2023
Lindsay	Cordisco	School Psychologist	\$70,500	9/12/2023
Erin	Matson	Teacher – Middle School	\$62,250	9/12/2023
Spencer	Zeigler	Applications Analyst	\$75,000	9/19/2023
Colleen	Bull	Electives Teacher - HS	\$63,000	9/22/2023
Shelly	Pomo	Board Certified Behavior Analyst (BCBA)	\$69,000	9/19/2023
Brandy	Lair	Teacher – Life Skills	\$61,000	9/26/2023
Latricia	Skeete	Teacher – Special Education (HS)	\$56,500	9/26/2023
Joseph	DiMuccio	Teacher – Substitute (HS)	\$50,000	9/26/2023

## REACH Staffing Report August 2023

*23-24 School Year Budgeted Staff = 919*

### Position Changes

First Name	Last Name	Former Position	New Position	Compensation	Start Date
Alison	Thompson	Family Mentor	Social Worker	\$58,500	8/16/2023
Courtney	Sweigart	Inventory & Project Coordinator	Manager of Fulfillment	\$74,000	8/16/2023
Maura	Newell	Teacher – Special Education	Teacher – Autistic Support	\$63,902	8/16/2023
Wendy	Dischinger	Teacher – High School	EL Specialist	\$62,099	8/16/2023
Kristy	Radu	Teacher – Middle School	Teacher – High School	\$63,311	8/16/2023
Alison	Thompson	Family Mentor	Social Worker	\$58,500	8/16/2023
Danielle	Botzman	Math Specialist	Teacher – High School	\$61,480	8/16/2023
Karen	McGahee	Instructional Coach – STEM	Robotics Coordinator	\$67,879.22	8/16/2023
Linda	Bianchi	Teacher – Substitute	Electives Teacher (HS)	\$63,000	8/16/2023
Jessica	Cordaro	Instructional Coach – STEM	Hydroponics Coordinator	\$71,020	9/16/2023

### Departing Employees

First Name	Last Name	Job Title	Last Day Worked
Sara	Swidorski	Teacher – High School	8/11/2023
Colleen	Kelly	Teacher – High School	8/18/2023
Latonta	Godboldt	Teacher – Elementary	8/23/2023
Jameson	Beates	Teacher – High School	8/30/2023

# Coversheet

## Financial Report (to follow)

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

## Reach Cyber Charter School

## Balance Sheet

August 31, 2023

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

Cash and Money Market Funds	\$	2,511,292
Mutual Funds	\$	6,027,654
Other Cash Equivalents	\$	3,473,743
Fixed Income Treasury Bonds	\$	39,015,838

<b>Total Cash and Short Term Investments</b>	<b>\$</b>	<b>51,028,527</b>
--	-----------	-------------------

***Other Current Assets:***

Local District Receivables	\$	4,321,509
Federal and State Program Receivables	\$	45,582
Allowance for Doubtful Accounts	\$	(199,856)
Prepaid Expenses	\$	2,513,564
Other Current Receivables	\$	351

<b>Total Other Current Assets</b>	<b>\$</b>	<b>6,681,150</b>
-----------------------------------	-----------	------------------

***Other Non-current Assets:***

Security Deposit	\$	8,917
Deposit on Equipment	\$	78,967

<b>Total Other Non-current Assets</b>	<b>\$</b>	<b>87,884</b>
---------------------------------------	-----------	---------------

***Fixed Assets:***

Furniture	\$	109,638
Computer Hardware	\$	12,077,103
Leasehold Improvements	\$	178,090
Equipment	\$	668,991
Right to Use- Building Lease	\$	549,076
Accum Depr: Furniture	\$	(87,852)
Accum Depr: Computer Hardware	\$	(2,708,386)
Accum Depr: Leasehold Improvements	\$	(74,184)
Accum Depr: Equipment	\$	(147,685)
Accum Depr: Right to Use Building	\$	(470,637)

<b>Net Fixed Assets</b>	<b>\$</b>	<b>10,094,154</b>
-------------------------	-----------	-------------------

<b>Total Assets</b>	<b>\$</b>	<b>67,891,715</b>
---------------------	-----------	-------------------

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

Accounts Payable	\$	629,155
Accrued Payroll, Taxes, Pension, Withholdings	\$	295,575
Due to Local Districts	\$	1,475,267
Operating Lease Liability- Short Term	\$	79,922
Other Current Liabilities	\$	1,617
Unearned Revenue	\$	4,656,894

<b>Total Current Liabilities</b>	<b>\$</b>	<b>7,138,430</b>
----------------------------------	-----------	------------------

***Non-Current Liabilities:***

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

<b>Total Liabilities</b>	<b>\$</b>	<b>7,295,393</b>
--------------------------	-----------	------------------

***FUND BALANCE***

Invested in Capital	\$	10,094,154
Reserved Fund Balance	\$	33,935,490
Undesignated Fund Balance	\$	16,566,678

<b>Ending Fund Balance</b>	<b>\$</b>	<b>60,596,322</b>
----------------------------	-----------	-------------------

<b>Total Liabilities and Fund Balance</b>	<b>\$</b>	<b>67,891,715</b>
---	-----------	-------------------

**Reach Cyber Charter School  
Revenue and Expense Statement- Budget to Actual  
2023-2024 Year to Date as of 8/31/23**

	Aug 2023	Fiscal YTD through 8/31/23	2023/2024 Approved Budget
<b>Revenues:</b>			
Function 6000- Local Sources	\$ 582,710	\$ 1,229,150	\$ 140,426,615
Function 7000- State Sources	\$ -	\$ -	\$ 147,500
Function 8000- Federal Sources	\$ 1,284,465	\$ 1,290,660	\$ 15,543,798
<b>TOTAL REVENUES</b>	<b>\$ 1,867,175</b>	<b>\$ 2,519,810</b>	<b>\$ 156,117,913</b>
<b>Expenditures:</b>			
Function 1000- Instructional Programs			
100- Salaries	\$ 274,934	\$ 407,050	\$ 40,705,453
200- Employee Benefits	\$ 65,443	\$ 101,510	\$ 12,069,167
300- Purchased Professional and Tech Svcs	\$ 96,490	\$ 380,071	\$ 7,536,000
400- Purchased Property Services	\$ 45,622	\$ 74,497	\$ 315,000
500- Other Purchased Services	\$ 111,500	\$ 345,585	\$ 6,233,000
600- Supplies	\$ 821,437	\$ 993,575	\$ 10,359,000
700- Property	\$ -	\$ -	\$ 55,000
800- Dues, Fees, Other	\$ 65	\$ 1,091	\$ 1,500
Subtotal 1000- Instructional Programs	<u>\$ 1,415,490</u>	<u>\$ 2,303,379</u>	<u>\$ 77,274,120</u>
Function 2000- Support Services			
100- Salaries	\$ 931,193	\$ 1,804,446	\$ 23,241,101
200- Employee Benefits	\$ 252,201	\$ 479,579	\$ 6,890,986
300- Purchased Professional and Tech Svcs	\$ 1,001,194	\$ 1,056,363	\$ 1,876,375
400- Purchased Property Services	\$ 66,130	\$ 108,801	\$ 867,994
500- Other Purchased Services	\$ 763,866	\$ 1,285,572	\$ 2,924,614
600- Supplies	\$ 3,346,998	\$ 3,437,477	\$ 2,900,250
700- Property	\$ 349,169	\$ 710,248	\$ -
800- Dues, Fees, Other	\$ 33,921	\$ 58,938	\$ 143,125
Subtotal 2000- Support Services	<u>\$ 6,744,672</u>	<u>\$ 8,941,424</u>	<u>\$ 38,844,445</u>
Function 3000- Non Instructional/ Community Services			
100- Salaries	\$ 22,722	\$ 45,316	\$ 5,907,466
200- Employee Benefits	\$ 5,867	\$ 12,101	\$ 1,751,564
300- Purchased Professional and Tech Svcs	\$ -	\$ 1,500	\$ 45,000
400- Purchased Property Services	\$ -	\$ -	\$ 186,000
500- Other Purchased Services	\$ 21,314	\$ 22,478	\$ 42,500
600- Supplies	\$ -	\$ 119,521	\$ 4,699,000
800- Dues, Fees, Other	\$ 4,213	\$ 4,861	\$ 265,000
Subtotal 3000- Non Instructional/ Community Services	<u>\$ 25,527</u>	<u>\$ 205,777</u>	<u>\$ 12,896,530</u>
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,185,689</b>	<b>\$ 11,450,581</b>	<b>\$ 129,015,095</b>
<b>NET INCREASE/ (DECREASE)</b>	<b>\$ (6,318,514)</b>	<b>\$ (8,930,771)</b>	<b>\$ 27,102,818</b>
Beginning Fund Balance (unaudited)		\$ 69,527,092	
<b>ENDING FUND BALANCE</b>		<b>\$ 60,596,322</b>	

**Reach Cyber Charter School**  
**August 2023- Checks and ACH Disbursements greater than or equal to \$20,000**

Date	Payee	Document no.	Amount	Description
8/7/2023	V1055--VERIS Benefits Consortium, LLC		\$ 741,263.61	Health Insurance
8/7/2023	V0773--Logistics Plus, Inc.	31312730000876	\$ 177,706.30	Materials storage, order processing, shipping
8/7/2023	V1168--The Videocards LLC	31312730000872	\$ 61,713.51	Video Brochure mailed to Reach families
8/7/2023	V0048--Therapy Source, Inc	31312730000879	\$ 59,473.99	May 2023 Special Education Related Services
8/7/2023	V1122--Crane Communications, Inc.	31312730000878	\$ 50,000.00	Creative Production Broadcast and Social Media
8/8/2023	V0897--GDC IT Solutions	3995	\$ 34,794.74	Dell PowerEdge Server, Docking Stations, Monitors
8/9/2023	V1118--Discovery Education, Inc.	31312730000881	\$ 45,030.00	Virtual learning licenses
8/10/2023	V0897--GDC IT Solutions	4010	\$ 4,143,980.00	Wacom One Pen Display - Graphics Tablet
8/10/2023	V0160--Marsh & McLennan Agency LLC	31312730000883	\$ 79,776.20	Insurance Premiums- Dir and Officers, Crime, Liability
8/15/2023	V1174--Rise Gardens, Inc	31312730000889	\$ 572,000.00	Personal Hydroponics Gardens
8/15/2023	V1122--Crane Communications, Inc.	31312730000893	\$ 144,700.00	Broadcast and Digital Media Campaign July-Oct 2023
8/15/2023	V1173--Walker Bros. Chevrolet of Edinboro	4014	\$ 54,882.47	2024 Chevrolet Silverado Truck
8/25/2023	V0001--Connections Education Depository	31312730000898	\$ 4,572,148.56	June 2023 Management Services
8/29/2023	V0609--Barton Gilman LLP	4020	\$ 25,032.50	Legal Fees
8/31/2023	V0078--Union Deposit Corporation	31312730000901	\$ 42,058.25	Monthly Building Rent
8/31/2023	V0897--GDC IT Solutions	4023	\$ 35,300.00	Level 1 Service Desk Support
8/31/2023	V0426--New York Life	31312730000902	\$ 21,716.55	August Employee Life Insurance



# Coversheet

## Approval of Minutes from the August 16, 2023 Board Meeting

**Section:** V. Consent Items  
**Item:** A. Approval of Minutes from the August 16, 2023 Board Meeting  
**Purpose:**  
**Submitted by:**  
**Related Material:** 2023\_08\_16\_board\_meeting\_minutes.pdf



# Reach Cyber Charter School Board of Trustees

## Minutes

### Reach Cyber Charter School

#### Board Meeting

---

#### **Date and Time**

Wednesday August 16, 2023 at 9:00 AM

#### **Location**

Meeting Location:

750 East Park Drive, Suite 204

Harrisburg, PA 17111

---

#### **Trustees Present**

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

#### **Trustees Absent**

Paul Donecker

#### **Trustees who arrived after the meeting opened**

Gail Hawkins Bush

#### **Trustees who left before the meeting adjourned**

Leigh Kraemer-Naser

#### **Guests Present**

Alicia Swope, Andy Gribbin, April Kretchman (remote), Brandie Karpew, Cody Smith, Corey Groff, Danielle Marsciano (remote), Devin Meza-Rushanan, Erica Carroll (remote), Gregory

McCurdy, JD Smith, Jane Swan, Josh Hicks (remote), Karen Yeselavage, Katherine Rutkowski, Kelly McConnell, LeeAnn Ritchie, Lisa Blickley (remote), Maurine Hockenberry (remote), Michael Garman, Michael Hinshaw (remote), Patricia Hennessy (remote), Rachel Graver, Scott Shedd, Scott Stuccio, Stephanie Bost (remote)

---

## I. Opening Items

### A. Roll Call

### B. Call the Meeting to Order

David Taylor called a meeting of the board of trustees of Reach Cyber Charter School Board of Trustees to order on Wednesday Aug 16, 2023 at 9:01 AM.

## II. Public Comment

### A. Comments from the Public

There were no comments 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 and asked if any changes were needed. There were no changes to the agenda at this time.

Marcella Arline made a motion to approve the agenda.

Anthony Alexander seconded the motion.

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

## IV. Oral Reports

### A. CEO's Report

Jane Swan, CEO, provided an update on the school's transition and key takeaways from the transition.

Key takeaways include:

- Reach is focused on what is best for students at every turn.
- As we discover the unknowns it is essential to continue to discuss and communicate with increased regularity.

- Ownership increases productivity! Staff are engaged in editing and writing curriculum, creating processes, and giving input.

Fortunately, recruitment and retention of staff continue to be a strength for Reach. While the average attrition rate for cyber charter schools is around 21%, Reach's attrition rate is between 5 and 6 %.

The school's current enrollment is at 6,200, trending higher than where it has been in previous years.

Ms. Swan also shared the school's new mission: To improve academic growth and cultivate curiosity through integrated STEM opportunities, K-12 personal instruction, and career exploration!

## **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 831 current staff members and 84% of staff who are 10-month staff.

During the current school year there have been 49 new staff hired. Many will start on August 23, 2023.

There are currently 42 positions posted and there are 16 individuals in the hiring process.

## **C. Financial Report (to follow)**

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.

Mr. Ryan suggested that charts that show comparisons to previous years be provided along with the monthly financial reports.

## **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 July 19, 2023 Board Meeting
- Approval of Staffing Report
- Ratification of Lancaster-Lebanon IU13 Software Sales Purchase Order
- Approval of Articulation Agreement with ABC Keystone
- Approval of MOU with Boys and Girls Club of Western PA
- Approval of MOU with PA Chapter Independant Electrical Contractors
- Approval of MOU with Lalas Salon
- Approval of MOU with Jason Phillips Realty
- Approval of Contract Renewal with Bryce Jordan Center
- Approval of Contract Renewal with Amplify
- Approval of Pearson Invoices for June 2023

Marcella Arline made a motion to approve the consent items and the minutes from Reach Cyber Charter School on 07-19-23.

Matthew Ryan seconded the motion.

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

## **VI. Action Items**

### **A. Approval of Updates to School Immunization Policy**

LeeAnn Ritchie, CAO, requested approval of updates made to the current School Immunization Policy. 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 updates to the Immunization Policy.

Matthew Ryan seconded the motion.

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

### **B. Approval of Purchase Order Rise Personal Gardens**

Andrew Gribbin, Director of STEM, requested approval for the purchase of 2,600 Personal Rise Gardens for hydroponics kits for a portion of the school population and leadership.

Matthew Ryan made a motion to approve the purchase of Rise Personal Gardens.

Marcella Arline seconded the motion.

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

### **C. Approval of Agreement with Khanmigo**

Corey Groff, Director of Teaching and Learning, proposed a 2023-2024 school year pilot of Khanmigo, Khan Academy's AI powered student and teacher assistant. The pilot will target 8th grade students and teachers and will operate for the full school year.

Marcella Arline made a motion to approve the agreement with Khanmigo.

Matthew Ryan seconded the motion.

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

**D. Approval of Back to School Professional Development Agreements**

Mr. Groff requested approval for the cost associated with Reach's back-to-school professional development event held in Lancaster on August 23 and 24.

Anthony Alexander made a motion to approve the costs related to back-to-school professional development.

Marcella Arline seconded the motion.

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

**E. Approval of Dual Enrollment Agreement with Harrisburg University**

Jordann Smith, Director of Career Readiness, shared a dual enrollment agreement with Harrisburg University.

Anthony Alexander made a motion to approve the Dual Enrollment Agreement with Harrisburg University.

Matthew Ryan seconded the motion.

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

**F. Approval of Update to School's Bullying Policy**

Rachel Graver presented information regarding updates to the school's Bullying Policy. The primary changes were made to reflect the new systems since the transition from Pearson.

Mrs. Nasar asked if it was necessary for the policy to name a primary contact in the policy. Being unsure if a primary contact be specifically named, it was decided to check requirements before proceeding with a vote.

Due to upcoming deadlines, a board designee was requested to approve the policy in a timely manner. LeeAnn Naser was named as the designee to approve the policy once questions were answered.

**VII. Information Items**

**A. Legislative Update**

Brandie Karpew, Board and Legislative Liaison, shared an update on recent government affairs, specifically highlighting the General Appropriations Act of 2023. With the enactment of this bill Basic Education and Special Education funding can now be released to school districts for the 2023-24 fiscal year.

Mrs. Karpew further shared with the Board that the school had engaged the Bravo Group to provide government affairs consulting services.

**VIII. Strategic Planning**

**A. Approval of 2023-24 School Year Outreach Agreements**

Mr. Stuccio provided an overview of the prior work with the science centers and the need for review and the school's desire to renew each of the agreements as detailed in the Board materials.

1. Carnegie Museum of Natural History
2. Discovery Space
3. Lancaster Science Factory
4. Carnegie Science Center
5. DaVinci Science Center
6. Keystone Kidspace
7. Reading Science Center
8. The Franklin Institute
9. Whitaker Center for Science and the Arts

Marcella Arline made a motion to approve the Outreach Agreements.

Matthew Ryan seconded the motion.

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

**B. Approval of Agreement with GoSignMeUp**

Mr. Stuccio requested approval for the GoSignMeUp online registration management software that will be used by the school's Outreach Department in the execution of Outreach events.

Marcella Arline made a motion to approve the agreement with GoSignMeUp.

Matthew Ryan seconded the motion.

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

**C. Approval of Agreement with Pittsburgh Drone Service**

Mr. Smith discussed this agreement which extends the existing agreement with Pittsburgh Drone Services to include middle school ages.

Anthony Alexander made a motion to approve the agreement with Pittsburgh Drone Services.

Marcella Arline seconded the motion.

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

**D. Approval of Agreement with Westmoreland Community College**

Mr. Smith introduced a potential agreement with Westmoreland Community College. The proposed program will introduce students to the aspects of Healthcare from educators, students, and current employees in th Healthcare field through partnership with UPMC.

Gail Hawkins Bush arrived at 9:55 AM.

Marcella Arline made a motion to approve the agreement with Westmoreland Community College.

Anthony Alexander seconded the motion.

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

**E. Approval of Agreement with Community College of Beaver County**

Mr. Smith discussed an agreement with the Community College of Beaver County. The agreement introduces six Academies which include Aviation, Construction, Criminal Justice, Education, Health, and STEM designed to help Juniors and Senior start specific courses in their interested pathway before graduating High School.

Marcella Arline made a motion to approve the Agreement with Community College of Beaver County.

Leigh Kraemer-Naser seconded the motion.

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

**F. Approval of Agreement with Media Ed Tech Institute**

Mr. Smith shared details of an agreement with Media Ed Tech Insitute where students will learn digital storytelling, production, and marketing.

Marcella Arline made a motion to approve the agreement with Media Ed Tech Institute.

Gail Hawkins Bush seconded the motion.

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

Leigh Kraemer-Naser left at 10:00 AM.

**IX. Executive Session**

**A. Executive Session (A)**

The Board entered into an Executive Session at 10:02 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, Gail Hawkins Bush, Marcella Arline, Matt Ryan, and Anthony Alexander.



Guests present at the request of the Board were: Pat Hennessey, Jane Swan, LeeAnn Ritchie, Rachel Graver, and Scott Shedd. 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 11:01 a.m.

Anthony Alexander made a motion to adjourn the meeting.

Marcella Arline seconded the motion.

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

## **X. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:01 AM.

Respectfully Submitted,  
Brandie Karpew

# Coversheet

## Approval of MOU with Russy's Sweet Treats

**Section:** V. Consent Items  
**Item:** C. Approval of MOU with Russy's Sweet Treats  
**Purpose:**  
**Submitted by:**  
**Related Material:** A\_Sweet\_Treat\_Experience\_2.pdf

## **A Sweet Treats Experience MOU – Spring 2024**

---

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

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

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

### **Purpose**

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

### **Goals**

**Goal 1:** Students will develop a clear understanding of following recipes, ie. measuring and portioning.

**Goal 2:** Students will learn about obtaining reputable suppliers, and Food cost.

**Goal 3:** Students will learn professionalism, enrichment value, and develop confidence in themselves.

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

### **Course Overview**

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

**Week 2:** Measuring & Portioning / Knife Skills  
(Students will learn dry vs liquid measuring, the proper way to hold a knife, & using the correct knife for specific task)

**Week 3:** Frosting Technique & Piping Skills  
(Students will learn 3 basic frostings: Buttercream, Whipped, Traditional Icing)

**Week 4:** Cupcake Baking / Decorating

(Students will learn cupcake decorating techniques)

**Week 5:** Assortment of Cookies.

(Students will learn how to make fresh baked cookies, using box cake mix)

**Week 6:** Breakfast Options

(Students will learn the Art of making Omelets & plate presentation)

**Week 7:** Baked Oatmeal Breakfast Bowls

(Extension from week 6; students will also learn about seasonal fruit & nutritional value and benefits of a Heart Healthy Breakfast)

**Week 8:** The Art of Smoothie Making.

(Students will learn how to prepare Fresh Fruit Smoothies & Garnishing. Also different additives. ie.. (chia seeds, flaxseed, protein powders and sea moss)

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

(Students will learn different flavorings)

**Week 10:** Cocoa Hot Chocolate Bombs & Tea Bombs.

(Students will learn how to create an assortment of hot chocolate Bombs, Also herbal Tea Bombs.

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

**Week 2:** measuring cups, measuring spoons, rubber spatula, cutting board, sharpening kitchen knives.

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

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

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

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

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

**Week 6:** milk chocolate melting wafers & silicone molds

## **Attendance, Credit, Fees & Schedule**

- Attendance and participation will be monitored and documented by Russy's Sweet Treats, LLC and shared with Reach Cyber Charter School
- Students can miss up to 4 sessions and earn full credit
- The course will run for 10 consecutive weeks, meeting weekly, on Wednesday's, from 3PM – 4:30 PM, beginning Wednesday, March 6, 2024
- The fee will be \$600 per session, totaling \$6,000 for 10 sessions

- There is no cap on the number of students; students will need to obtain baking supplies
- This MOU is at-will and may be modified by mutual consent of authorized officials from Russy’s Sweet Treats, LLC or Reach Cyber Charter School

## Insurance

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

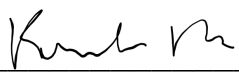
## Contact Information

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

## Signatures

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT: This MOU is executed as of the effective start date listed above and is in effect until either party, in writing, with a 30-day notice decides to terminate this agreement.

\_\_\_\_\_  
 (Partner Organization) Name/Title

  
 \_\_\_\_\_

Russalina Nolden, Owner  
 Russy’s Sweet Treats, LLC

\_\_\_\_\_  
 Date

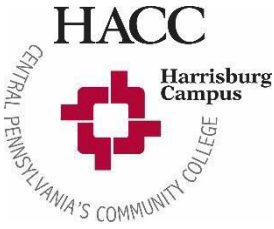
8/17/2023  
 \_\_\_\_\_

Date

# Coversheet

## Approval of MOU with Harrisburg Area Community College

**Section:** V. Consent Items  
**Item:** D. Approval of MOU with Harrisburg Area Community College  
**Purpose:**  
**Submitted by:**  
**Related Material:** HACC EMT & Reach CCS - August 2023.pdf



## Workforce Development & Continuing Education Client Training Proposal/Agreement

**Date:** 08/17/23

**Client Company:** Reach Cyber Charter School

**Client Company Address:** 750 East Park Drive Suite 204 Harrisburg, PA 17111

**Prepared for Client Contact Person:** Rachell Toomey

**Prepared by HACC Employee:** Danielle Bottiglieri EMS Coordinator

**HACC Organization:** Workforce Development & Continuing Education Division

**Introduction**

Harrisburg Area Community College (HACC) is pleased to provide you with the following training proposal for your organization. Once duly executed, this document will serve as the agreement between **Reach Cyber Charter School** referred to as the “Client” and HACC to offer the training for your students as outlined below.

**Course/Class Information**

- **Course/class title:** Emergency Medical Technician
- **Prerequisites:** Current Reach Cyber Charter School student
- **Applicable standards:** American Heart Association (AHA) and PA Department of Health (DOH) standards
- **Course/class location:** **PSC One HACC Dr Harrisburg PA 17110**
- **Length of program:** length varies with different course deliveries
- **Course/class schedule:**

Sessions	Training Dates & times	Course	Program Hours
Varies	Varies	<ul style="list-style-type: none"> <li>• EMT</li> <li>• American Heart Association – Basic Life Support</li> </ul>	220

One HACC Drive, Harrisburg, PA 17110 • 800-ABC-HACC • hacc.edu

YOURS.

- **Course materials/manuals:** Course Textbook will be purchased by the students/school. There is a fee of \$104.00 per student for the NREMT cognitive exam that is not included in the tuition. Successful completion of this exam is required for PA state and National Registry certification. NREMT psychomotor exam is free of charge and scheduled for the student at the end of class.
- **Enrollment per class/section:** Dependent on course location as per student policy manual
- **Attendance requirements:** Students must complete the entire session to receive a certificate of completion
- **Successful completion criteria:** As per AHA and DOH requirements, as outlined in the student policy manual
- **Certificates of Completion:** Will be issued by HACC after course completion
- **Certification testing/retesting:** As per AHA and DOH requirements, as outlined in the student policy manual
- **Continuing Education Credit:** N/A
- **Lead instructor/instructional staff:** Program Co-coordinator Danielle Bottiglieri  
Lead Instructors: HACC adjunct instructors

#### **HACC Responsibilities**

- Provide approved instructional staff/instructor to deliver training.
- Keep attendance records for all courses and class sessions.
- Inform Client management as to specific problems or concerns which may arise while conducting the training.
- Provide copies or a summary of student evaluations of instructor and course content for review upon request.
- Provide an invoice for training price in accordance with college procedure.
- Provide appropriate course materials as outlined above.

#### **Client Responsibilities**

- Complete approved Permission to Bill form and submit to HACC enrollment team at least 2 weeks prior to the start of chosen course.

#### **Pricing Information**

- Course/class price: \$\$925.00 per student
- Prices quoted above are in US dollars.
- Prices quoted are considered good for thirty days.
- If changes are made which deviate from this proposal, it may require a review and adjustment to the training price.
- Tuition includes AHA BLS textbook, AHA BLS card, student kits, uniform t-shirts and all co-requisites.

#### **Emergencies/Inclement Weather**

- If a class is held at a Client's location, any changes to the class schedule that arise as a result of inclement weather or an emergency will be agreed upon by HACC, the Client and the Instructor.

#### **Media/Photo/Video**

- The Client should email [newsroom@hacc.edu](mailto:newsroom@hacc.edu) and the Client's HACC contact with the information. All media interviews and filming require prior approval from HACC.

#### **Hold Harmless Clause**

In executing this Agreement, client does hereby release and hold harmless HACC, its officers, directors, employees, training consultants and agents from and against any and all claims arising from or in any way related to the above-mentioned course(s).

#### **Cancellation Clause**

If student does not successfully complete the course or decides to withdraw less than 14 days from the start of class the client will be responsible for the tuition.



**Contact Information**

**Client**

Contact Person: Rachell Toomey  
Phone #: 717-745-5092  
Email: rtoomey@reach.connectionsacademy.org  
Fax #: 717-409-8356

**HACC**

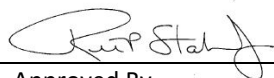
Contact Person: Danielle Bottiglieri  
Phone #: 717-221-1757  
Email: dmbottig@hacc.edu  
Fax #: 717-780-2643

**Client Acceptance**

If your company or organization agrees to the terms of this proposal, please have an authorized agent sign below where indicated. Once signed by both parties, this document becomes a binding agreement outlining the terms and conditions under which this training will be conducted. Please indicate a purchase order number if required and return the original signed copy to the HACC Contact as identified above by one of the following three options: USPS mail/courier service, or as a fax transmission, or as a scanned PDF file attached to an email. Please keep a copy of the document for your records and call to verify receipt of signed agreement by HACC contact person.

Signature (Authorized Agent of Client)	Position/Title
Print Name as Signed Above	Date

**HACC Approval**



Approved By

Executive Director, PSC

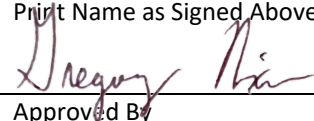
Position/Title

Robert Stakem

08/22/2023

Print Name as Signed Above

Date



Approved By

Director, Business Operations

Position/Title

Gregory Nixon

08/21/2023

Print Name as Signed Above

Date

*EEO Statement:* HACC does not discriminate in employment, student admissions, and student services on the basis of race, color, religion, age, political affiliation or belief, sex, national origin, ancestry, disability, place of birth, General Education Development Certification (GED), marital status, sexual orientation, gender identity or expression, veteran status, or any other legally protected classification.

# Coversheet

## Approval of MOU with Barbizon Modeling and Acting School

**Section:** V. Consent Items  
**Item:** E. Approval of MOU with Barbizon Modeling and Acting School  
**Purpose:**  
**Submitted by:**  
**Related Material:** MOU 2023 Barbizon (1).pdf

Memorandum of Understanding for the partnership with Barbizon Modeling and Acting School located in Harrisburg and Pittsburgh, Pennsylvania.

Effective start date: August 11, 2023

**Partnering Organization:**

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

**Lead Organization:**

Barbizon Modeling and Acting School  
415 Bosler Ave  
Lemoyne, Pa 17043

This Memorandum of Understanding (MOU) is made and entered into by Barbizon Modeling and Acting School 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 Barbizon Modeling and Acting School that teaches youth throughout Pennsylvania. Youth from Reach Cyber Charter School students in grades 9-12 will be able to interview for Barbizon's Edge Hybrid Program, where they may participate in an internship focused on Modeling, Acting, and Self-Development. The program meets one-and-one-half hours a week on Zoom and every third Sunday in person for three hours. The program's duration is three months long and a total of 60 hours including classroom time, meeting with a mentor, homework, and a photoshoot.

A second option is a student can take the entire program online which would extend the duration. This option would be well suited for students that do not live near our Harrisburg or Pittsburgh location. We would require a minimum of eight students to launch this internship.

The start date for the internship will take place no earlier than August 11, 2023 and will take place virtually through Zoom and in person at our school located at 415 Bosler Avenue, Lemoyne, Pa 17043.

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

Reach Cyber Charter School will identify students for the program and will provide a list of students and parents names, address and phone numbers who will interview for the program and any relevant paperwork.

**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 Edge Hybrid course.

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

Reach Cyber Charter School and Barbizon Modeling and Acting School will be active partners in communicating about the internship, with Barbizon Modeling and Acting School being the lead organization, and Reach Cyber Charter School being the partnering organization.

In regards to the Edge Hybrid program for students grades 9-12, **Barbizon Modeling and Acting School** will provide:

- A virtual interview process for potential students and parents.
- Qualified staff to instruct students for the duration of the program and maintain their student records.
- Attendance and participation results to Reach Cyber Charter School.
- Personalize mentoring throughout the duration of the program.
- Marketing materials.

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

- Assisting in the marketing distribution to the Reach Cyber Charter School students/families to allow enrollments.
- Appropriate contact information for enrolled students.
- Payment of \$1595.00 per student payable prior to the start of class.
- Assisting in case of student disciplinary issues.

Additional considerations:

- Barbizon Modeling and Acting School will receive referrals from Reach Cyber Charter School to set up the interview process.
- If a student applies on their own, Reach Cyber Charter School will have the opportunity to contact them about covering the cost of tuition if they are accepted.

### **III. TUITION, ABSENTEEISM AND CREDITS**

- Tuition is \$1595.00
- Students may miss up to two classes and still successfully graduate. Barbizon Modeling and Acting School contacts students immediately when they do not show up for a virtual class. If students miss more than two classes for an acceptable reason, they may be given the opportunity to make up those hours.
- If a student drops out of the program within the first six weeks, a pro-rated tuition credit will be given to Reach Cyber Charter School.
- If a student drops out after six weeks (after the program is past 50% completed,) no credits will be issued to Reach Cyber Charter School.

### **IV. INSURANCE**

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

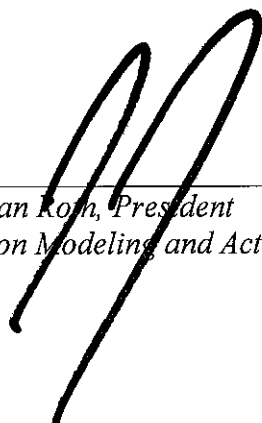
Barbizon Modeling and Acting School is not liable for any or all claims, actions, liabilities, losses, expenses, damages, and costs including, but not limited to attorney fees, settlement expenses, that may at any time be incurred by reason of any claim, suit, action or other proceeding that is based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

**V. 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*



\_\_\_\_\_  
*Jonathan Roth, President  
Barbizon Modeling and Acting School*

\_\_\_\_\_  
*8-10-23*  
*Date*

# Coversheet

## Approval of MOU with Young Artist Workshop

**Section:** V. Consent Items  
**Item:** F. Approval of MOU with Young Artist Workshop  
**Purpose:**  
**Submitted by:**  
**Related Material:** YAW Fall 2023 MOU for Reach Cyber Charter School.pdf



## Young Artists Workshop (YAW) Fall 2023 Course Menu/MOU

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

The Fall session of YAW will run on Saturdays from October 7 – December 16, 2023 (10 classes total). Students attend class from 9 am – 12 pm or 1 pm – 4 pm depending on their course schedule. Each 10-week course costs \$560. Students are expected to provide their own art supplies, with itemized supply lists distributed closer to the first day of class.

Courses are arranged based on students' grade level, with offerings for grades 6-8 and 9-12. The following information can also be referenced on the upcoming courses page of our website, <https://moore.edu/academics/youth-education/young-artists-workshop/fall-youth-courses-2023/>.

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

### Courses for Students in Grades 9-12

**Acrylic Painting:** 9:00 am - 12:00 pm, in-person

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

**Advanced Drawing:** 9:00am - 12:00 pm, in-person

Explore your voice as an artist while experimenting with light and shadow, abstract composition, still-life drawing, life drawing, portraiture and landscape drawing. You will come away from this class with a body of work that shows key skill development, an enhanced awareness of art history, and inspiration drawn from the contemporary art world. Using both wet and dry media and a variety of approaches, this course will encourage you to discover your personal style. Whether you are a returning student or just beginning your artistic journey, practicing foundational skills will enhance your voice as an artist for years to come!





**Anatomy for Artists I:** 9:00 am - 12:00 pm, in-person

Understanding human anatomy is an essential part of learning how to draw accurate body proportions. If you love drawing human bodies and forms realistically and want to further develop your skills, this is the class for you! Focus on 2D mediums and learn how to draw the human form through structures of skeletons, muscles and varying body types to create detailed masterpieces. This class is sure to take your figure drawing skills to the next level.

**Anatomy for Artists II:** 1:00 pm - 4:00 pm, in-person

Deepen your understanding of the figure and round out your portfolio in this essential multidisciplinary course. Illustrators, animators and fine artists are encouraged to take this class to practice large-scale figurative works and learn a 3D approach to the human form. Students will get an in-depth overview of how to depict the human form based on bone and muscular structure. This course is the perfect next step for a student who has completed or is currently enrolled in Anatomy I or students advanced in figurative drawing.

**Architecture & Interior Design:** 1:00 pm - 4:00 pm, in-person

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

**Career Lab: Animation & Illustration:** 1:00 pm - 4:00 pm, in-person

Unleash your creativity and embark on a captivating journey into the world of Animation and Illustration! This dynamic and hands-on course is designed for high school students who possess a passion for storytelling, visual artistry, and the desire to bring characters and narratives to life through animation and illustration techniques. Throughout this immersive course, students will learn the fundamental principles of animation and illustration, blending traditional artistry with cutting-edge digital tools. If you are interested in applying for Moore's Animation & Game Arts BFA program, this course will prepare you and your portfolio for application season. Participants will also have the unique opportunity to utilize Moore's Cintiq labs to create animations with ease using approachable state-of-the-art tools.

**Career Lab: Drawing & Painting Portfolio Prep:** 1:00 pm - 4:00 pm, in-person

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



part of this course you will have the exclusive opportunity to participate in a mock interview with Moore's Admissions team!

**Ceramics & Wheelthrowing:** 9:00 am - 12:00 pm, in person

Craving some hands-on creativity? Working with clay is a mesmerizing, meditative and challenging form of self-expression. This 10-week course introduces students to the basics of throwing clay on the potter's wheel to create vessels like vases, bowls, plates and more! Create a mix of elegant and interesting works of your own while learning technique, trimming and glazing application using resources available in Moore's industry-standard clay studio and kiln room—located in our brand-new VAULT!

**Character Design:** 9:00 am - 12:00 pm, in-person OR online

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

**Fashion I: Illustration & Simple Sewing:** 9:00 am - 12:00 pm, in-person

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

**Fashion II: Sewing & Construction:** 1:00 pm - 4:00 pm, in person

Ready to take your fashion design skills to the next level? In this class you will develop advanced construction skills while creating your unique projects with an emphasis on garment draping and embellishment. You will visit a local design studio and show your finished garments on the runway during Friends & Family Day. Class size is limited.

*Prerequisites: Fashion I: Illustration & Simple Sewing (Basic Sewing) or equivalent knowledge.*

**Filmmaking 101:** 1:00 pm - 4:00 pm, in-person

Go beyond TikTok and learn to share your visual story as the world's next big filmmaker! The moving image is a part of everyday life, consumed on televisions, computers, tablets, phones, billboards and in cinemas. This course will introduce you to everything that goes into



the images and sounds you take in on a regular basis, giving you the tools you need to start analyzing them and creating your own stories.

**Game Design ONLINE:** 1:00 pm - 4:00 pm, online only

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

**Graphic Design:** 1:00 pm - 4:00 pm, in-person

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

**Illustration: Astrology & Mythology:** 9:00 am – 12:00 pm, in person

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

**Photography: Darkroom to Digital:** 9:00 am – 12:00 pm, in person

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

**Watercolor Painting Techniques:** 1:00pm – 4:00 pm, in person

Watercolor is a powerful tool used by artists to express themselves and spark emotion in their audiences. Explore your creative voice while making expressive artworks that harness the versatility of this convenient and colorful medium. We'll cover the fundamentals of 2D design, helping you understand and depict forms, colors and textures of both observed subjects and ideas from your imagination! At the end of this class, you'll take home frame-able painted landscapes, still lifes, figures, abstracts and cityscapes!



## Courses for Students in Grades 6-8

**Animator's Studio:** 9:00 am - 12:00 pm, in-person

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

**Architecture & Interior Design:** 9:00 am - 12:00 pm, in-person

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

**Character Design:** 1:00 pm – 4:00 pm, in-person

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

**Drawing & Painting Philadelphia:** 9:00 am - 12:00 pm, in-person

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

**Dynamic Figure Drawing:** 1:00 pm - 4:00 pm, in-person

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

**Fashion Design:** 1:00 pm - 4:00 pm, in-person

This class is perfect for beginners looking to build their fashion portfolio. You will have fun exploring different approaches to fashion design along with developing skills in styling,



fabric selection, inspiration boards and draping techniques. You will learn how garments communicate ideas and concepts, and you'll gain an understanding of style, color, form and proportion in contemporary fashion.

### Signatures

*Ash Garner*

---

Ash Garner, Continuing Education Program Coordinator, Moore College of Art & Design

---

Reach Cyber Charter School Partner

# Coversheet

## Approval of MOU with Made Institute

**Section:** V. Consent Items  
**Item:** G. Approval of MOU with Made Institute  
**Purpose:**  
**Submitted by:**  
**Related Material:** Reach + Made MOU 2023-24 (1).pdf



## **Made Jr Fashion Club (Online) MOU - 2023-24**

Between Made Institute and Reach Cyber Charter School (K-12)

This Memorandum of Understanding sets for the terms and understanding between the Made Institute and the Reach Cyber Charter School (K-12) to enroll students in the Made Jr Fashion Club online program.

### **Background**

Made Institute is an independent fashion school based in Philadelphia, Pennsylvania. Our core values focus on the belief that fashion and high-level sewing should be attainable and affordable, while giving students full access to the growing Philadelphia fashion community. Made Institute is a one-stop resource offering a full circle ecosystem of education, product development, co-working memberships and connections to small batch manufacturing.

### **Purpose**

Through live virtual workshops taught by fashion designers, the students will learn beginner level sewing techniques that will be built upon to complete more advanced sewing projects through the year. They will have access to supplemental online drawing and sewing video tutorials through Made Institute's exclusive online portal and join designers via live video sessions to put their skills into practice. The age requirement to be enrolled is 13 - 18 years old. The above goals will be accomplished by undertaking the following activities:

1. Weekly online sessions: Mondays 6.30-8pm (*excluding US holidays and school closures*)
2. Weekly sewing prompts
3. Group discussions and critiques
4. Individual presentation practice
5. Online video demonstrations of key home sewing techniques
6. An instructor will provide feedback and guidance on all of the above in addition to portfolio and career guidance
7. Fall Project: Circle Skirt, Winter Project: Lounge Pants, Spring Project: Petal Tank

### **Reporting**

The Made Institute management team will monitor attendance and participation.

### **Funding**

This MOU is not a commitment of funds.

The Made Jr Fashion club functions as a program. An upfront full payment will cover the entire course of online workshops and access to the online learning portal. Failure to provide timely payment prior to the registration deadline will result in the student not being enrolled in the Made Jr Fashion Club.



Refunds will not be accepted after the registration deadline. If a student decides to withdraw from the club for any reason after the registration deadline, refunds will not be provided.

The minimum enrollment requirement is 10 students for the club to begin.

The club can accommodate a maximum of 20 participants per cohort at any time. Consequently it is at the discretion of Made Institute to limit the number of participants from Reach Cyber Charter School (K-12) at any time.

Reach Cyber Charter School (K-12) will provide a list of participating students by the registration deadline.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from Made Institute or Reach Cyber Charter School (K-12). This MOU shall become effective upon signature by the authorized officials from Made Institute or Reach Cyber Charter School (K-12) 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 Made Institute or Reach Cyber Charter School (K-12) this MOU shall end on June 31st 2024.

Cycles	Registration Deadline	Dates
Oct - Dec '23	October 23 '23	Oct 30, Nov 6, 13, 20, 27, Dec 4, 11, 18
Feb - March '24	January 29th '24	Feb 5, 12, 19, 26, March 4, 11, 18, 25
April - May '24	March 25th '24	April 8, 15, 22, 29, May 6, 13, 20, 27

**Contact Information**

Rachel Ford

Program Director of Made Institute  
 (855) 623-3745  
 448 N10th Street, Suite 501  
 Philadelphia, PA 19123  
 rachel@made-institute.com

Signature: \_\_\_\_\_

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

JD Smith

Reach Charter School  
 717 745 7212  
 727 409 8356  
 750 East park Drive, Suite 204  
 Harrisburg, PA 17711  
 josmith@reach.connectionsacademy.org

Signature: \_\_\_\_\_

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



# Coversheet

## Approval of MOU with Reading Science Center

**Section:** V. Consent Items  
**Item:** H. Approval of MOU with Reading Science Center  
**Purpose:**  
**Submitted by:**  
**Related Material:** ReachCyberCharterSchool w ReadingScienceCenter 8.31.23.pdf

# Memorandum of Understanding

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

Effective start date: September 20, 2023

**Lead Organization:**

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

**Partnering Organization:**

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

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

**I. PURPOSE:**

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

The start date for the term of this agreement will be September 20, 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 RSC facility for the purpose of expanding their learning.

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

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

**READING SCIENCE CENTER WILL PROVIDE:**

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

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

REACH CYBER CHARTER SCHOOL WILL PROVIDE:

- A fee of \$15,000 for the term of this agreement, payable in full on or before the start date listed above.
- Confirmation letters assuring all necessary employee clearances.
- Certificate of insurance.
- School logo and mission/vision information.

**III. INSURANCE**

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

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

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

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

By: Jane Swan  
CEO  
Reach Cyber Charter School

By: Ralia C. Vardaxis  
Executive Director  
Reading Science Center

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

On this date: \_\_\_\_\_

On this date: \_\_\_\_\_

# Coversheet

## Approval for Custom Attendance Report

**Section:** V. Consent Items  
**Item:** I. Approval for Custom Attendance Report  
**Purpose:**  
**Submitted by:**  
**Related Material:** Custom Attendance Report Request.pdf

## Custom Canvas Attendance Report Request

Reach is seeking School Board approval for the cost of development of a custom attendance report in the Canvas Learning Management System at a cost of \$15,800 with an annual maintenance fee of an additional \$2,000. Reach's attendance policy is based on student lesson completion and adheres to Pennsylvania Department of Education requirements. In order to more efficiently monitor student attendance data in the Canvas LMS, Reach has requested the Instructure platform team to create a custom report that is tailored to the unique needs of our school environment.

### Report Data would include:

Student Name

Student ID

# modules assigned throughout all enrollments at time of report

# modules completed throughout all enrollments at time of report

# of Canvas Assignments Overdue at time of report

### Cost:

Price: \$15,800 (Approximately 79 development hours)

Maintenance, Hosting, and Support Fees: \$2,000 annually (typically with a 5% increase year over year)

Delivery Timeline: 36 to 46 business days from an executed agreement (which includes 15 to 25 business days of lead time as we finish up work with current customers).

Note from Instructure: *Custom development work is done as time and materials work that requires a retainer for us to pull from. In this model, the customer will purchase a retainer (see the recommended size of the retainer as priced above), and then we will deduct services from the retainer as they are performed hourly. In this model, it's possible that the final development price is higher or lower than the price presented above. If it is higher, the customer will need to purchase more retainer hours for us to continue work once we exceed that amount. If it is lower, the remaining retainer funds can be reallocated to other Instructure services (excluding subscriptions to product services). Custom development maintenance, hosting, and support prices are provided at an annual rate and are not considered time and materials work.*

# Coversheet

## Approval of Update to School's Bullying Policy

**Section:** VI. Action Items  
**Item:** A. Approval of Update to School's Bullying Policy  
**Purpose:**  
**Submitted by:**  
**Related Material:** Bullying Policy.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 Affiliation Agreement with Pennsylvania Western University

**Section:** VI. Action Items  
**Item:** B. Approval of Affiliation Agreement with Pennsylvania Western University  
**Purpose:**  
**Submitted by:**  
**Related Material:** Penn West agreement.pdf

**STATE SYSTEM OF HIGHER EDUCATION  
PENNSYLVANIA WESTERN UNIVERSITY**

**AFFILIATION AGREEMENT  
FOR AN ACADEMIC EXPERIENCE SITE**

**THIS AGREEMENT**, is made this 17th day of August, 2023, by and between PENNSYLVANIA WESTERN (PennWest) UNIVERSITY, (hereinafter referred to as “University”), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and REACH CYBER CHARTER SCHOOL, 750 East Park Drive, Suite 204, Harrisburg, PA 17111, (hereinafter “Site”), Federal Identification (EIN) number \_\_\_\_\_.

**BACKGROUND**

**WHEREAS**, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University’s students in the area of Counseling; and

**WHEREAS**, the University is an educational institution that provides a degree in the area of M.S. Counseling; and

**WHEREAS**, the University is desirous of providing an educational experience to its students limited to participation through supervision in a professional setting; and

**WHEREAS**, the Site is desirous of establishing a relationship with the University whereby its students may receive professional experience in their area of matriculation subject to the provisions of this Agreement.

**NOW THEREFORE**, intending to be legally bound, the parties hereto agree as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the professional experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site. The parties will mutually agree upon the number of students selected for each program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.

- c. *Policies.* The University will review with each student, prior to placement, general expectations of professional behavior and confidentiality issues.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- e. *Health and Safety Requirements.* The University will require its students who are participating in the professional experience to comply with clearances, fingerprinting, and/or health status requirements of the site.
- f. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance of their own expense, if required by the site. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assignment.

The Site understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Finance and Risk Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, et seq.

## **II. DUTIES AND RESPONSIBILITIES OF THE SITE**

- a. *Scheduling of Site.* The Site supervisor shall plan the assignment and schedules of those participating in the professional experience, in cooperation with the University/intern.
- b. *Administration.* The Site will have sole authority and control over all aspects of the affiliation agreement. The Site will be responsible for and retain control over the organization, operation and financing of its services.
- c. *Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with Site policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.
- d. *Emergency Medical Care of Students.* The Site may provide to the Students, to the extent possible, first aid for any injuries or illness that may occur

during a professional experience. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.

- e. *Designation of Representative.* The Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the professional experiences of the students.
- f. *Supervision of Students.* The Site shall provide site supervisors who will monitor student activities.
- g. *Reporting of Student Progress.* The Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule provided by the University.
- h. *Changes in Assignment.* The Site will, as soon as practical, advise the University of any changes in professional assignments. If additional education programs exist with other sites, the Site shall devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- i. *Rules and Policies.* The Site will review with each intern any and all applicable policies, rules, regulations, codes, or confidentiality issues related to the Site. The Site, when necessary, shall have the responsibility of updating this information as necessary.
- j. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

### **III. MUTUAL TERMS AND CONDITIONS**

- a. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution. This Agreement may not exceed a period of five (5) years.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to 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 the Americans with Disabilities Act (ADA). University students are protected

by 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 ADA. Site agrees to cooperate with the University in its investigation of claims of discrimination or harassment.

- d. *Reporting of Sexual Violence and Sexual Harassment:* Site shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Amy Salsgiver, at 814.393.2109 or [asalsgiver@pennwest.edu](mailto:asalsgiver@pennwest.edu).
- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Pennsylvania Western University

Reach Cyber Charter School



\_\_\_\_\_  
Daniel Engstrom, Ed.D.  
Interim Provost and Vice President for  
Academic Affairs

\_\_\_\_\_  
Authorized Signature  
Chief Academic Officer  
\_\_\_\_\_  
Print Name/Title



# Coversheet

## Approval to Rescind Procurement with Federal Grant Funds Policy

**Section:** VI. Action Items  
**Item:** C. Approval to Rescind Procurement with Federal Grant Funds Policy  
**Purpose:**  
**Submitted by:**  
**Related Material:**  
2023-24 Updated Reach Federal Programs Procedures Manual-Procurement Highlighted.docx

# **Reach Cyber Charter School Federal Programs Procedures Manual**

## TABLE OF CONTENTS

Introduction .....	1
Financial Management System and Procedures.....	2
Financial Management Standards.....	2
Overview of the Financial Management/Accounting System .....	3
Budgeting .....	3
Allowability of Costs .....	6
Helpful Questions for Determining Whether a Cost is Allowable .....	7
Selected Items of Cost.....	8
Frequent Types of Costs.....	10
Cash Management Policy/Procedures.....	11
Payment Methods.....	11
Timely Obligation of Funds.....	11
Carryover .....	12
Program Income.....	13
Procurement System .....	15
Federal Procurement System Standards .....	15
General Provisions .....	17
Competitive Bids .....	17
CONTRACTS .....	23
Purchasing.....	24
Cash Disbursements .....	24
Corporate Credit Cards.....	25
Expense Reports for Reimbursement .....	27
Conflict of Interest Requirements .....	28
Standards of Conduct .....	28
Property Management Systems.....	30
Property Classifications.....	30
Count.....	30
Inventory Records .....	30
Disposal of Equipment.....	31
Maintenance & Replacement .....	31

Written Compensation (Time and Effort) .....32

Record Keeping .....34

    Records Retention Schedule.....36

    Record Locations .....37

    Record Destruction.....38

Right to Inspect and Amend Educational Records.....39

Right to File a Complaint .....42

Grant Monitoring Process.....43

Complaints .....46

    Filing a Complaint .....46

Title I, Part A Specific Requirements .....48

    Schoolwide Plan.....48

    Identification of Title IA At-Risk Students .....49

    Student Selection for Intervention Programs .....49

    Parental Involvement .....50

Title II, Part A Policies and Procedures .....54

    Professional Development Plan.....54

    Professional Development is Research-Based .....55

## Introduction

This Federal Programs Procedures Manual is designed to ensure full compliance with the rules and regulations related to the use of federal funding. The information contained in this manual will promote uniformity in operations as staff seek to carry out official federal funding duties and responsibilities. This includes rules related to Title I, Part A; Title II, Part A; Title VI, Part B (Individuals with Disabilities Education Act) and any other federal funds received by a school. Topics of discussion include the internal controls and grant management standards non-federal entities must use to ensure that all federal funds are lawfully expended. The manual also describes financial management standards, including appropriate cash management procedures; allowability rules; procurement policies; property management protocols; and record retention. Finally, pursuant to EDGAR, the manual includes those policies and procedures which MUST be in writing: Procurement (2 C.F.R. § 200.318), Cash Management (2 C.F.R. § 200.302 (6) and Allowable Costs (2 C.F.R. § 200.302 (7)).

### Hierarchy of Authority

In the event that conflicting guidance on the administration of Federal awards is available, the School has deemed Federal guidance to be most authoritative, followed by guidance from the state in which the school resides, and other State or local agencies.

### Revisions

The procedures will be reviewed and updated as necessary, but not less than once every three years.

### Documentation

The School will maintain adequate documentation to support both the compliance with applicable requirements as well as internal controls over such compliance. This documentation will be provided to the School's independent auditors and/or pass-through grantor agencies, and other auditors, federal programs staff from state agencies, or monitoring visitors as requested. Compliance risks and concerns, and/or findings, whether noted internally by management or through the external audit process, will be addressed immediately by reviewing the reason for the failure with responsible personnel and devising an improved process to encourage compliance in the future.

Note: The school is a single building district serving as its own LEA.

### Training

Training is an ongoing initiative for all staff involved with federal funding, including, but not limited to, school staff, accounting and finance personnel, and program administrators of awards. Training mechanisms include:

- (1) Distribution of this manual annually to school and corporate staff involved with federal funding;
- (2) Participation in training opportunities, including those provided by Federal programs manager and/or offered by appropriate professional organizations;
- (3) Consultations with external parties, including state departmental staff and independent, governmental and school auditors;
- (4) Dissemination, from shared sites available 24/7, of templates, checklists and other guidance documents as appropriate;
- (5) Internal training sessions; and
- (6) Informal and ongoing technical assistance.

## Financial Management System and Procedures

The School maintains a proper financial management system in order to receive both direct and state-administered grants and to expend funds associated with a grant award. Required fiscal controls and procedures are in place to ensure that all financial management system requirements are met. Failure to meet a requirement may result in return of funds or termination of the award.

### Financial Management Standards

The standards for financial management systems are found at 2 C.F.R. § 200.302. The required standards include:

**Identification:** The School must identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification must include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

**Financial Reporting:** Accurate, current, and complete disclosure of the financial results of each federal award or program must be made in accordance with the financial reporting requirements set forth in the *Education Department General Administrative Regulations* (EDGAR).

**Accounting Records:** The School must maintain records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and be supported by source documentation.

**Internal Controls:** Effective control and accountability must be maintained for all funds, real and personal property, and other assets. The School must adequately safeguard all such property and must assure that it is used solely for authorized purposes. "Internal controls" are tools to help program and financial managers achieve results and safeguard the integrity of their program. Internal controls should be designed to provide reasonable assurance that the following objectives are achieved:

- Effectiveness and efficiency of operations;
- Adequate safeguarding of property;
- Assurance property and money is spent in accordance with grant program and to further the Selected objectives; and
- Compliance with applicable laws and regulations.

**Budget Control:** Actual expenditures or outlays must be compared with budgeted amounts for each federal award.

**Cash Management:** The School must maintain written procedures to implement the cash management requirements found in EDGAR. They are included in this Manual.

**Allowable Costs:** The School must maintain written procedures for determining allowability of costs in accordance with EDGAR. They are included in this Manual.

## Overview of the Financial Management/Accounting System

Sage Accounting (“the System”) is considered the “official” accounting system. Under 2 C.F.R. 200.302, federal and state awards are maintained in the System with the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity. Federal awards are grouped based on the Federal awarding agency. The finance department and Federal programs manager also use internal mechanisms (such as a spreadsheet) to monitor grant revenues, expenditures, and budgetary compliance.

The finance department/Federal programs manager are responsible for managing all budgets and accounts payable for the School and for compiling timely and accurate financial reports. Reports are submitted in the required frequency and within the required deadlines as specified by the financial reporting clause of each grant or contract award document. These reports are completed using standard forms (as applicable) and method of delivery (i.e., mail, grantor website, postal service, etc.). Copies of the submitted reports with preparer and, if applicable, reviewer signatures and data are filed and maintained with supporting documentation and any follow-up correspondence from the grantor or pass-through agency. Copies of all such reports are made available to the school administration, auditors, and pass-through or grantor agencies, as requested.

### **Budgeting**

#### *Before Receiving the Grant Award Notice (GAN):*

Upon receipt of preliminary allocation amounts from the State or other granting agencies for federal grant funds, School Leadership, Federal programs manager, and other relevant stakeholders (e.g., Board of Directors), meet to determine a budget based on requirements of the grant, allowability, grant objectives, reporting requirements, responsibilities and special conditions of the grant. This meeting takes place before the application is due to the granting agency. The estimated allocations (based on funding formulas) for federal funding also are taken into consideration when developing budgets for subsequent years as part of the budget-making process for the schools. The determination of the budget takes into account enrollment changes and curricular changes which impact school resources, and the results of multiple and comprehensive needs assessments, including parent and employee satisfaction surveys, employee “pulse” surveys, professional development evaluations, the results of schoolwide planning, goal development and improvement plans.

Set-Asides – Some grants, depending on the amount and nature of the grant, require a certain percent of the award to be set-aside for specific programs or initiatives (i.e., parent involvement, professional development, homeless students, etc.). These set-asides are taken into account when determining the grant budget.

#### *Reviewing and Approving the Budget:*

The grant budget and all other required information is entered into the granting agency’s required application by the School and/or Federal programs manager. The grant application is reviewed by the school and Federal programs manager for overall accuracy of the information provided, including technical review for coding and calculations. Any financial data in the application (e.g., maintenance of effort data) is completed by the finance department and or the Federal programs manager. The School Leader or designee has the final review and approval of the grant application prior to submission. Once approved by the School Leader or designee, the application is submitted by the deadline specified by the

granting agency. Finance department/Federal programs manager maintains the final approved budget and application.

#### *Receiving the GAN*

The official notification of the grant award is typically sent by the funding agency to the School and/or other official designated in the original grant proposal. Upon approval by the granting agency and receipt of the Grant Award Notice (GAN), the GAN is maintained by the School, Federal programs manager, and finance department. If the GAN is a different amount than the initially submitted budget, the school leader, Federal programs manager and finance department meet to discuss how the budget will change as a result of the increase or decrease in the awarded amount. The grant application is updated and the budget is reviewed and approved by the School Leader or designee prior to additional submissions (if needed).

#### *Amending the Budget*

If it comes to the attention of the School Leader, Federal programs manager, or finance department that a change is needed to the budget (e.g., changes in staffing, etc.), a meeting is held with the School Leader, Federal programs manager, and finance department to discuss needed modifications. Necessary changes may also be discovered during the quarterly expense tracking meetings (see Budget Control section below). The amended budget and forms are reviewed by the School Leader for final approval prior to submission. Federal programs manager maintains copies of the submitted budget amendment.

#### *Budget Control*

The School monitors its financial performance by comparing and analyzing actual results with budgeted results. At least quarterly, more often if necessary, the School Leader, Federal programs manager, and finance department meet to compare actual expenditures to the budgeted amounts to ensure that (1) funds are being spent according to the approved budget, and (2) that the School maximizes spending of the grant funds with little to no carryover. If there are discrepancies between the actual costs and the budgeted amounts, these discrepancies are discussed during these meetings and resolved as soon as possible. These meetings are also used to determine if any modifications need to be made to the budget.

#### *Accounting Records*

Finance department is responsible for the maintenance of all accounting and financial records (including journals, bank statements, audit reports, and similar documents). Such records are retained as required by contractual or regulatory requirements as described in the section of this manual titled "Record Keeping." Operations are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) applicable to local units of government. The School will comply with the Uniform Grant Guidance (UGG) and with all contractual requirements detailed in its duly executed grant agreements with awarding agencies. As applicable, federal awards revenue and expenditures will be assigned certain program codes based on federal, state and grantor requirements. Controls and processes are developed by Reach Cyber Charter School under the terms of the service agreement and documentation shall be made available to the school upon request.

#### *Spending Grant Funds*

All grant expenditures will occur in compliance with the revised EDGAR and UGG (December, 2014), state law, school policy, and the provisions of the grant award agreement. Grant funds will only be used for expenditures that are considered reasonable and necessary for the administration of the program. See more in the Allowability section of this manual. Grant expenditures will be approved by the School Leader or designee. Payroll costs will be documented in accordance with all applicable regulations as described in the Written Compensation section of this manual.



*Direct and Indirect Costs*

An indirect cost rate will only be charged to the grant to the extent that it was specifically approved through the grant agreement. When allowable, indirect costs will be charged using the rate approved by the awarding agency.

To date, this requirement has not been applicable to any of the Federal grants for the School. Grant administrators are aware of existence of such compliance requirements and will monitor grant agreements for any change in applicability. Formal policies and procedures will be developed, as needed, to meet changes in circumstances.

## Allowability of Costs

### Overview

Expenditures must be aligned with approved budgeted items. As required, approval of changes or variations from the state-approved budget and grant application will be sought from the state. When determining how the School will spend its grant funds, Federal programs manager and finance department, in collaboration with school leadership, review the proposed cost to determine whether it is an allowable use of federal grant funds *before* budgeting those funds. All costs supported by grant funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200 (Subpart E), which are provided in the bulleted list below. The School must consider these factors when making an allowability determination. Additional helpful questions to ask when making allowability determinations are as follows:

### **Be Reasonable and Necessary for the performance of the grant award.**

These elements must be considered when determining the reasonableness of a cost:

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices.

When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the school or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as sound business practices, arm's-length bargaining, federal, state, and other laws and regulations; and terms and conditions of the federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the school, its employees, its students, the public at large, and the federal and state government.
- Whether the School significantly deviated from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost (2 C.F.R. §200.404).

While 2 C.F.R. §200.404 does not provide specific descriptions of what satisfies the “necessary” element beyond its inclusion in the reasonableness analysis above, necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the School can demonstrate that the cost addresses an existing need and can prove it. For example, the School may deem a language skills software program necessary for a limited English proficiency program.

When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant program.
- Whether the cost is identified in the approved grant application.
- Whether there is an educational benefit associated with the cost.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.

- Whether the cost addresses program goals and objectives and is based on program data.

### **Allocable to the federal award**

A cost is allocable to the federal grant award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This means that the federal grant program derived a benefit in proportion to the funds charged to the program (2 C.F.R. §200.405). For example, if 50% of a teacher's salary is paid with grant funds, then that teacher must spend at least 50% of his or her time on the grant program.

When determining whether a cost is allocable, consideration may be given to:

- Consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the School.
- Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the federal award.
- **Consistent treatment:** A cost cannot be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
- All expenditures must be properly documented.
- Be determined in accordance with general accepted accounting principles (GAAP), unless provided otherwise in Part 200.
- Not included as a match or cost-share, unless the specific federal program authorizes federal costs to be treated as such. Some federal program statutes require the non-federal entity to contribute a certain amount of non-federal resources to be eligible for the federal program.
- Be the net of all applicable credits. The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the School relate to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate (2 C.F.R. §200.406).

Part 200's cost guidelines must be considered when federal grant funds are expended. As provided above, federal rules require state- and district-level requirements and policies regarding expenditures to be followed as well. For example, state and/or school policies relating to travel or equipment may be narrower than the federal rules, and the stricter state and/or district will be followed. Further, if certain uses are allowable under federal law, but are not allowable under State law, the State's rules are what the School will comply with when budgeting funds.

### **Helpful Questions for Determining Whether a Cost is Allowable**

In addition to the cost principles and standards described above, the School can refer to this section for a useful framework when performing an allowability analysis. In order to determine whether federal funds may be used to purchase a specific item, it is helpful to ask the following questions:

- Is the proposed cost allowable under the relevant program?
- Is the proposed cost consistent with an approved program application?
- Is the proposed cost consistent with program specific fiscal rules?
  - For example, the School may be required to use federal funds only to supplement the amount of funds available from nonfederal (and possibly other federal) sources.
- Is the proposed cost consistent with EDGAR?

- Is the proposed cost consistent with specific conditions imposed on the grant (if applicable)?

As a practical matter, the School should also consider whether the proposed cost is consistent with the underlying needs of the program. For example, program funds must benefit the appropriate population of students for which they are allocated. This means that, for instance, funds allocated under Title III of the Every Student Succeeds (ESSA) must only be spent on LEP students and cannot be used to benefit non-LEP students. Also, funds should be targeted to address areas of weakness, as necessary. To make this determination, the School should review data when making purchases to ensure that federal funds meet these areas of concern.

**Adequate Documentation.** All expenditures must be adequately documented using school financial systems as well as internal tracking systems to retain invoices, purchase orders, and cleared payments in regard to all federal expenditures.

**Selected Items of Cost**

Part 200 examines the allowability of 55 specific cost items (commonly referred to as Selected Items of Cost) at 2 C.F.R. §§ 200.420-200.475. These cost items are listed in the chart below along with the citation where it is discussed whether the item is allowable. Please do not assume that an item is allowable because it is specifically listed in the regulation as it may be unallowable despite its inclusion in the Selected Items of Cost section. The expenditure may be unallowable for a number of reasons, including the express language of the regulation states the item is unallowable; the terms and conditions of the grant deem the item unallowable; or state/local restrictions dictate that the item is unallowable. The item may also be unallowable because it does not meet one of the cost principles, such as being reasonable because it is considered too expensive. If an item is unallowable for any of these reasons, federal funds cannot be used to purchase it.

The school and financial personnel responsible for spending federal grant funds and for determining allowability must be familiar with the Part 200 Selected Items of Cost section. The school must follow these rules when charging these specific expenditures to a federal grant. When applicable, the school staff must check costs against the Selected Items of Cost requirements to ensure the costs are allowable. In addition, state, district and program-specific rules may deem a cost as unallowable and school personnel must follow those non-federal rules as well.

The Selected Items of Cost addressed in Part 200 include the following (in alphabetical order):

<b>Item of Cost</b>	<b>Citation of Allowability Rule</b>
Advertising and public relations costs	2 CFR § 200.421
Advisory councils	2 CFR § 200.422
Alcoholic beverages	2 CFR § 200.423
Alumni/ae activities	2 CFR § 200.424
Audit services	2 CFR § 200.425
Bad debts	2 CFR § 200.426
Bonding costs	2 CFR § 200.427
Collection of improper payments	2 CFR § 200.428
Commencement and convocation costs	2 CFR § 200.429
Compensation – personal services	2 CFR § 200.430
Compensation – fringe benefits	2 CFR § 200.431

Conferences	2 CFR § 200.432
Contingency provisions	2 CFR § 200.433
Contributions and donations	2 CFR § 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435
Depreciation	2 CFR § 200.436
Employee health and welfare costs	2 CFR § 200.437
Entertainment costs	2 CFR § 200.438
Equipment and other capital expenditures	2 CFR § 200.439
Exchange rates	2 CFR § 200.440
Fines, penalties, damages and other settlements	2 CFR § 200.441
Fund raising and investment management costs	2 CFR § 200.442
Gains and losses on disposition of depreciable assets	2 CFR § 200.443
General costs of government	2 CFR § 200.444
Goods and services for personal use	2 CFR § 200.445
Idle facilities and idle capacity	2 CFR § 200.446
Insurance and indemnification	2 CFR § 200.447
Intellectual property	2 CFR § 200.448
Interest	2 CFR § 200.449
Lobbying	2 CFR § 200.450
Losses on other awards or contracts	2 CFR § 200.451
Maintenance and repair costs	2 CFR § 200.452
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454
Organization costs	2 CFR § 200.455
Participant support costs	2 CFR § 200.456
Plant and security costs	2 CFR § 200.457
Pre-award costs	2 CFR § 200.458
Professional services costs	2 CFR § 200.459
Proposal costs	2 CFR § 200.460
Publication and printing costs	2 CFR § 200.461
Rearrangement and reconversion costs	2 CFR § 200.462
Recruiting costs	2 CFR § 200.463
Relocation costs of employees	2 CFR § 200.464
Rental costs of real property and equipment	2 CFR § 200.465
Scholarships and student aid costs	2 CFR § 200.466
Selling and marketing costs	2 CFR § 200.467
Specialized service facilities	2 CFR § 200.468
Student activity costs	2 CFR § 200.469
Taxes (including Value Added Tax)	2 CFR § 200.470
Termination costs	2 CFR § 200.471
Training and education costs	2 CFR § 200.472
Transportation costs	2 CFR § 200.473

Travel costs	2 CFR § 200.474
Trustees	2 CFR § 200.475

It is possible for the state, granting agency, and/or School to put additional requirements on a specific item of cost. Under such circumstances, the stricter requirements must be followed for a cost to be allowable. Accordingly, employees must consult federal, state and School requirements when spending federal funds. For example, often the state’s travel rules are more restrictive than federal rules, which mean the state’s policies must be followed.

In order for a cost to be allowable, the expenditure must also be allowable under the applicable program statute (e.g., Title I of the Every Student Succeeds Act (ESSA)) along with accompanying program regulations, non-regulatory guidance, and GANs.

**Frequent Types of Costs**

**Salaries and Benefits:** Teacher-student interaction increases the likelihood of student success and is considered vital to student achievement. As result, the use of grant funds for salaries for teachers providing supplemental services to students, in accordance with the grant rules, is usually the first consideration. These services could include additional one-on-one and small group time via LiveLesson (web conferencing), face-to-face, or other appropriate measures; assignment of supplemental lessons, use of supplemental software, additional contact with parents/caretakers and students, etc. For Schoolwide Program schools, teachers’ efforts are considered 100% toward the Title I Schoolwide plan objective (i.e., a single cost objective), which means that 100% of their salaries/benefits can be funded through Title I funds.

**Professional Development:** Grant funds can be used to provide high-quality professional development that improves the teaching of academic subjects and is consistent with the state’s content standards to enable children to meet the state’s student performance standards. Professional development funded through grant funds must be above and beyond, i.e., supplemental, to any required professional development activities.

**Travel:** Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of a grant recipient. As allowed by state law or local school requirements, such costs may be charged on an actual cost basis, on a per diem basis or on a mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the recipient’s non-federally funded activities and in accordance with the recipient’s written travel reimbursement policies (2 C.F.R §200.474(a)).

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the School in its regular operations as the result of its written travel policy. In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that (1) participation of the individual is necessary to the federal award; and (2) the costs are reasonable and consistent with the School’s established travel policy (2 C.F.R §200.474(b)).

All travel reimbursements are made according to state travel regulations and the School’s established travel policies. A copy of the travel policy is available upon request.

**Other costs:** Grant funds may also be used to cover other categories of costs, including, but not limited to, purchased services, equipment, and supplies. During the budgeting process, any costs related to the aforementioned categories are evaluated to ensure that they are reasonable, necessary, and allowable.

### Cash Management Policy/Procedures

Generally, the School receives payment from the granting agency on a reimbursement basis (2 CFR §200.305). If the School receives an advance in federal grant funds, the School will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the School, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Advances are in fact rare at the School. If there is an advance, the School attempts to expend all drawn downs of federal funds as quickly as possible. If there are state requirements for drawdowns of advances, such as doing so within 72 hours of receipt, finance department ensures the requirement is met.

While interest accrual is rare, grant administrators are aware of the existence of related compliance requirements and will monitor grant agreements for any change in applicability. Formal policies and procedures will be developed, as needed, to meet changes in circumstances.

**Payment Methods**

*Reimbursements:* The School will initially charge federal grant expenditures to non-federal funds. Finance department will request reimbursement for actual expenditures incurred under the federal grants periodically. Reimbursement requests will be processed on the appropriate form per the granting agency’s requirements and/or as specified in the grant agreement. Required source documentation includes, at a minimum, receipts and other materials required by the state. All reimbursements are based on actual disbursements, not on obligations.

Consistent with state and federal requirements, the School will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the granting agency or auditor to review upon request. Reimbursements of actual expenditures do not require interest calculations.

**Timely Obligation of Funds**

***When Obligations are Made***

Obligations are orders placed for property and services, contracts and sub-awards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period (34 C.F.R. § 200.71). The following table illustrates when federal funds are determined to be obligated under federal regulations (34 C.F.R. §75.707; 34 C.F.R. §76.707):

<b>If the obligation is for:</b>	<b>The obligation is made:</b>
Acquisition of property	On the date which the School makes a binding written commitment to acquire the property
Personal services by an employee of the School	When the services are performed
Personal services by a contractor who is not an employee of the School	On the date which the School makes a binding written commitment to obtain the services
Public utility services	When the School receives the services
Travel	When the travel is taken



Rental of property	When the School uses the property
A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR part 200, Subpart E-Cost Principles.	On the first day of the project period.

***Period of Performance of Federal Funds***

All obligations must occur on or between the beginning and ending dates of the grant project (2 C.F.R. §200.309). This period of time is known as the period of performance (2 C.F.R. §200.77). The period of performance is dictated by statute and will be indicated in the GAN. Further, certain grants have specific requirements for carryover funds that must be met.

*State-Administered Grants:* As a general rule, state-administered federal grant funds are available for obligation within the year for which Congress appropriates the funds. However, given the unique nature of educational institutions, for many federal education grants the period of availability is usually 27 months (as governed by the “Tydings Amendment”. Federal education grant funds are typically awarded on July 1 of each year. While the School always plans to spend all current grant funds within the year for which the grant was appropriated, the period of obligation for any grant is determined by the state. If it is in accordance with the “Tydings Amendment”, the funds should be available from July 1 of the fiscal year for which the funds were appropriated through September 30 of the second following fiscal year. This maximum period includes a 15-month period of initial availability, plus a 12-month period for carryover (34 C.F.R. §76.709). For example, funds awarded on July 1, 2015 would remain available for obligation through September 30, 2017. If these timeframes are not consistent with the state’s rules, then the state’s timelines will apply.

*Direct Grants:* In general, the period of availability for funds authorized under direct grants is identified in the GAN. For both state-administered and direct grants, regardless of the period of availability, the School must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period unless an extension is authorized (2 C.F.R. § 200.343(b)). Any funds not obligated within the period of availability or liquidated within the appropriate timeframe are said to lapse and must be returned to the awarding agency (per the state’s carryover rules) (2 C.F.R. § 200.343(d)). Consequently, the School and finance department/Federal programs manager closely monitor grant spending throughout the grant cycle.

**Carryover**

*State-Administered Grants:* As described above, the Tydings Amendment extends the period of availability for applicable state-administered program funds. Essentially, it permits recipients to carry over any funds left over at the end of the initial 15 month period into the next year. These leftover funds are typically referred to as “carryover” funds and continue to be available for obligation for an additional 12 months (34 C.F.R. § 76.709). Accordingly, the School may have multiple years of grant funds available under the same program at the same time. Again, if state timeframes differ from the federal rules, the state rules take precedence.

*Direct Grants:* Grantees receiving direct grants are not covered by the 12-month Tydings period. However, under 2 C.F.R. § 200.308, direct grantees enjoy unique authority to expand the period of availability of federal funds. The School is authorized to extend a direct grant automatically for one 12-month period. Prior approval is not required in these circumstances; however, in order to obtain this extension, the School must provide written notice to the federal awarding agency at least 10 calendar days



before the end of the period of performance specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances.

As required, the School will seek prior approval from the federal agency when the extension will not be contrary to federal statute, regulation or grant conditions and:

- The terms and conditions of the Federal award prohibit the extension;
- The extension requires additional Federal funds; or
- The extension involves any change in the approved objectives or scope of the project (2 C.F.R. § 200.308(d)(2)).

If an extension is permissible per the granting agency, the School Leader, Federal programs manager, and finance department meet to discuss the merits of requesting an extension and to decide if an extension should be requested. The school leader has the final decision on requesting an extension. As determined during the meeting, the school leader or designee (e.g., Federal programs manager) will provide written notice of the extension to the granting agency in the form and including such information as specified by the granting agency.

Carryover amounts are calculated by finance department at the end of the initial grant period and corroborated by the granting agency. Carryover is tracked and reported per the granting agency's requirements, which may include a carryover reporting sheet. Carryover is also tracked internally by Federal programs manager to ensure that those funds are budgeted and spent before newly awarded grant funds (FIFO rule). The School complies with rules related to carryover limits per the grant program. Should the school exceed carryover limits, finance department, Federal programs manager, and School Leadership will determine whether to apply for a waiver, if available, in order to maximize carryover.

## **Program Income**

### ***Definition***

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the federal award during the grant's period of performance (2 C.F.R. § 200.80). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under grant awards, the sale of commodities or items fabricated under a grant agreement, and payments of principal and interest on loans made with grant award funds. Interest earned on advances of federal funds is not program income unless otherwise provided in the Federal awarding agency regulations or terms and conditions of the grant award. Except as otherwise provided in federal statutes, regulations, or the terms and conditions of the federal award, program income does not include rebates, credits, discounts, and interest earned on any of them (2 C.F.R. § 200.80). Additionally, taxes, special assessments, levies, fines, and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the federal award or federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are not program income (2 C.F.R. § 200.307).

### ***Use of Program Income***

It is rare in our School that program income is accrued. If it is, program income will be used in one of three ways:

1. The default method for the use of program income for the School is the deduction method (2 C.F.R. § 200.307(e)). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for

current costs unless the School is otherwise directed by the federal awarding agency or pass-through entity (2 C.F.R. § 200.307(e)(1)).

2. The School may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award (2 C.F.R. § 200.307(e)(2)). Should the addition method be used, the request to the granting agency is processed by finance department.
3. The School may also use the program income to meet matching requirements.

While the deduction method is the default method, the School always refers to the GAN prior to determining the appropriate use of program income. Program income, when applicable, will be accounted for as a revenue source in the same program code as the Federal grant.

## **Procurement System**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgement. Purchases that are in excess of the dollar amount permitted by the State shall require competitive bids, and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval by appropriate parties prior to purchase. The school's finance department maintains the purchasing procedures to ensure full compliance with EDGAR and UGG.

***Geographical Preferences Prohibited:*** Purchasing must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

***Prequalified Lists:*** Purchasing must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Precluding potential bidders from qualifying during the solicitation period is prohibited.

***Solicitation Language:*** Purchasing must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated and identify all requirements which the offers must fulfill and all other factors to be used in evaluating bids or proposals.

### **Federal Procurement System Standards**

***Avoiding Acquisition of Unnecessary or Duplicative Items:*** All proposed procurements shall be reviewed to avoid the acquisition of unnecessary or duplicative items. Additionally, consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of leases versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with federal funds.

***Use of Intergovernmental Agreements:*** To foster greater economy and efficiency, the School enters into state and local intergovernmental agreements (e.g., from Regional Educational Media Centers (REMC) catalog) where appropriate for procurement or use of common or shared goods and services.

***Use of Federal Excess and Surplus Property:*** Federal excess and surplus property should be used in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

***Debarment and Suspension:*** Contracts should be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Subcontracting with or awarding subgrants to any person or company who is debarred or suspended is not allowed. For all contracts, verification that the vendor with whom the School intends to do business with is not excluded or disqualified is required (2 C.F.R. Part 200, Appendix II (1) and 2 C.F.R. § 180.220 and § 180.300). It is necessary to determine whether the School is entering into a transaction that may be subject to suspension or debarment procedures and executing appropriate oversight and control activities at that time. In addition, verification for ensuring that the education service provider selected is not suspended or debarred is also necessary.

***Maintenance of Procurement Records:*** Records must be maintained to detail the history of all procurements. These records may include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

***Settlements of Issues Arising Out of Procurements:*** Purchasing is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the School of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

***Protest Procedures to Resolve Dispute:*** Purchasing maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A protestor must exhaust all administrative remedies with the School (and the State, if applicable) before pursuing a protest with the Federal agency. Reviews of protests by the federal agency are limited to (1) violations of federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of the State or local authorities), and (2) violations of the School's protest procedures for failure to review a complaint or protest. Protests received by the federal agency other than those specified above shall be referred to the School.

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request for Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests must be filed in writing with the RFP issuing party within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the RFP issuing party shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to all affected parties and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings. The Board reserves the right to reject any and all bids.

### **General Provisions**

Grant funds are typically used for salaries and benefits. The School Leader is authorized to purchase all non-salary items within the budget. All budgets are approved by the Board prior to purchase. The Board should be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase

- (1) Was not contemplated during the budgeting process
- (2) Exceeds the previously board-approved amount by 10% or more.

Non-Salary purchases can be made via corporate credit card or check disbursement. See procedures for corporate credit card and check disbursement requests below.

Before the purchase is made, the School Leader will ensure the purchase is within the budget. Purchasing will review the purchase request to determine whether the proposed purchase is subject to bid. The Accounting department will ensure sufficient funds exist.

### **Competitive Bids**

Reach Cyber Charter school follows applicable Federal and State statutes, Board policies, and administrative procedures when procuring bulk purchase items and services for use by the School.

The school will seek informal price quotations on purchases that are under \$5,000 except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in savings. Whenever possible, obtain three (3) competitive price quotations on purchases that are over \$5,000 for a single item, or \$10,000 in aggregate. Competitive bids are required for most purchases over \$10,000.

Bids shall be opened by the appropriate school representative. All orders or contracts should be awarded to the lowest responsible bidder; however, consideration is given to:

- A. The quality of the item(s) to be supplied;
- B. Its conformity with specifications;
- C. Suitability to the requirements of the school;
- D. Delivery terms; and
- E. The past performance of the vendor.

### **Micro-Purchases Not Requiring Quotes or Bidding**

For purposes of this procedure, micro-purchase means a purchase of equipment, supplies or services for use in federally funded programs using simplified acquisition procedures, the aggregate amount of which does not exceed a base amount of \$3,500. The micro-purchase dollar threshold is adjusted periodically by

the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than \$3,500.(48 CFR Subpart 2.1)

**Note: The micro-purchase maximum for federal purposes is lower than the amount below which the School Code allows purchase for nonfederal purposes to be made without obtaining at least three (3) written or telephonic quotes or using formal competitive bidding.**

The micro-purchase method is used in order to expedite the completion of its lowest dollar small purchase transactions and minimize the associated administrative burden and cost. Procurement by micro-purchase is the acquisition of equipment, supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

To the extent practicable, The Charter School distributes micro-purchases equitably among qualified suppliers when the same or materially interchangeable products are identified and such suppliers offer effectively equivalent rates, prices and other terms. The Director of Finance will be responsible to determine the equitable distribution of micro-purchases.

Micro-purchases may be awarded without soliciting competitive quotations if the Charter School considers the price to be reasonable. The Charter School will maintain evidence of this reasonableness in the records of all micro-purchases. Reasonable means that sound business practices were followed and the purchase is comparable to market prices for the geographic area. Such determinations of reasonableness may include comparison of the price to previous purchases of the same item or comparison of the price of items similar to the item being purchased.

Even if the cost of a purchase qualifies it as a micro-purchase, bidding or small purchase procedures may be used optionally when those procedures may result in cost savings.

### **Small Purchase Procedures**

For purposes of this procedure, small purchase procedures are those relatively simple and informal procurement methods for securing equipment or supplies that cost more than the amount qualifying as a micro-purchase and do not cost \$20,100 or more, or in the case of services other than construction, maintenance or repair on school facilities, where the total cost does not exceed the \$150,000 federal Simplified Acquisition Threshold at which formal competitive bidding or competitive proposals are required. Small purchase procedures cannot be used for purchases of equipment or supplies or for construction, repair or maintenance services costing \$20,100 or more because the School Code requires formal competitive bidding at that level of cost.

The base amount at which bidding is required under state law for purchases of equipment, supplies and construction, maintenance or repair services on school facilities is adjusted for inflation annually, and the amount most recently established and published in the Pennsylvania Bulletin shall apply if other than \$20,100. (24 P.S. Sec. 120)

**The federal Simplified Acquisition Threshold at which competitive bidding or competitive proposals are required is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than \$150,000. (48 CFR Subpart 2.1)**

Because state law does not require competitive bidding for the purchase of services other than construction, maintenance or repairs on school facilities regardless of total cost, small purchase procedures, including a request for proposal (RFP) procedure, may be used for procurement of such other services except when the estimated total cost will be at or over the federal threshold at which formal competitive bidding or competitive proposals are required (\$150,000).

If small purchase procedures are used, written or telephonic price or rate quotations are obtained from at least three (3) qualified sources and records of quotes are maintained as provided in Policy 610. (Pol. 610)

### **Formal Competitive Bidding**

#### **Publicly Solicited Sealed Competitive Bids:**

For purchases of equipment or supplies, or of services for construction, maintenance or repairs of school facilities, sealed competitive bids are publicly solicited and awarded to the lowest responsive and responsible bidder as provided in Policy 610 when the total cost is estimated to be \$20,100 or more. (Pol. 610)

**Note: The amount at which formal competitive bidding or competitive proposals are required by federal regulations is much higher than the base amount at which the School Code requires competitive bidding. Therefore, the lower base amount specified by the School Code, as annually adjusted, is used to determine when bidding will be used for purchases of equipment or supplies, or for obtaining services for construction, maintenance or repairs on school facilities. (24 P.S. Sec. 120)**

State law does not require bidding for the purchase of services other than construction, maintenance or repairs on school facilities regardless of total cost. For procurement of such other services for federally funded purposes to which the Uniform Grant Guidance applies, formal competitive bidding or competitive proposals will be used when the estimated total cost will be at or over the federal threshold of \$150,000.

The federal Simplified Acquisition Threshold at which competitive bidding or competitive proposals are required is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than \$150,000. (48 CFR Subpart 2.1)

For procurement of services costing at or over the \$150,000 federal threshold other than for construction, maintenance or repairs on school facilities, the use of competitive sealed bidding is considered feasible and appropriate when:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

## **Competitive Proposals**

State law does not require public school entities to solicit competitive bids for services other than construction, repairs or maintenance of school facilities, for which competitive bidding is required if the cost will be a base amount of \$20,100 or more. State law allows competitive proposals relating to work on facilities in lieu of bidding only in the context of guaranteed energy savings contracts.

Federal regulations allow the use of competitive proposals as an alternative to formal competitive bidding when conditions are not appropriate for the use of sealed bids.

In the case of services other than for construction, repairs or maintenance of school facilities costing less than that threshold, The Charter School may use small purchase procedures or micro-purchase procedures as applicable based on total cost. A request for proposal (RFP) process can also meet or exceed the small purchase competition requirements under state law and Policy 610 for the acquisition of services other than for construction, repairs or maintenance of school facilities, and can be used if the total cost will be less than \$150,000.

When permitted, the technique of competitive proposals is normally conducted with more than one (1) source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. Competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The Charter School shall comply with other applicable state and federal law and regulations, Board policy and administrative regulations regarding purchasing; The Charter School may consult with the school solicitor or other qualified counsel in determining the required process for purchasing through competitive proposals when necessary.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
2. Proposals must be solicited from an adequate number of qualified sources.
3. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

An alternative form of competitive proposal is permitted only for qualifications-based procurement of architectural and engineering services, in which price is not a selection factor and reasonable compensation is negotiated after source selection. This alternative is not permitted for procurement of other types of services.

Competitive proposals shall be evaluated by the

- CEO
- Director of Finance
- Federal Programs Manager



based on factors including but not limited to:

1. Cost.
2. Experience of contractor.
3. Availability.
4. Personnel qualifications.
5. Financial stability.
6. Minority business, women's business enterprise, or labor surplus area firm status.
7. Project management expertise.
8. Understanding of district needs.

Evaluations shall be completed in a timely manner, documented and shall be reviewed by the CEO and Director of Finance.

### **Contract/Price Analysis**

The Charter School performs a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. (2 CFR Sec. 200.323(a)).

A **cost analysis** generally means evaluating the separate cost elements that make up the total price, while a **price analysis** means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the Director of Finance must come to an independent estimate prior to receiving bids or proposals. (2 CFR Sec. 200.323(a)). As part of the analysis, the CEO will enact established business practices which may include evaluation of similar prior procurements and a review process.

### **Negotiated Profit**

In any procurement in which there has been no price competition, or in which a cost-analysis is performed, profit must be negotiated separately as an element of price. Accordingly, solicitations of bids, proposals or quotes shall require that bids, proposals or quotes be limited to costs other than profit, and exclude profit.

To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (2 CFR Sec. 200.323(b)).

When profit must be negotiated as a separate element of the total price, it shall be negotiated by the Director of Finance.

### **Noncompetitive Proposals (Sole Sourcing)**

**Procurement by noncompetitive proposals** means procurement through solicitation of a proposal from only one (1) source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source.
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. An emergency exists whenever the time required for the Board to act in accordance with regular procedures would endanger life or property or threaten continuance of existing school classes.
3. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from The Charter School.
4. After solicitation of a number of sources, the Charter School determines the competition is inadequate.

In addition to standard procurement policy and procedures, The Charter School will document the grounds for using the noncompetitive method in lieu of an otherwise required competitive method of procurement, which may include written confirmation from the contractor as the sole source of the item. Documentation must be submitted to and maintained by the Business Office.

All noncompetitive proposals will ultimately be approved by the Board. The Charter School may utilize legal advice from the solicitor regarding noncompetitive proposals.

Profit must be negotiated separately for noncompetitive proposals, and a cost or price analysis will also be performed for noncompetitive proposals when the price exceeds \$150,000.

## CONTRACTS

### ***Time and Materials Contracts***

The School may use a time and materials type contract only (1) after a determination that no other contract is suitable or possible (for example, state rules require an external consultant to be hired); and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the School is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the School must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

As part of its procurement and contract standards, the School shall:

- Maintain a copy of a signed contract, agreement, or purchase order for services to be performed.
- Describe the conditions under which the contract or agreement may be terminated, including the basis for settlement, for all contracts in excess of \$10,000.
- Document the rationale and procedure used for selecting the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price, e.g. in the Board meetings' minutes. Rationale shall include, but not be limited to, consideration of the following factors in selecting contractors and consultants: ability to perform successfully under the terms and conditions of the proposed contract, demonstrated competence, qualifications, experience, and reasonableness of costs, integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Use price as the primary criterion for purchasing all goods and services, when all other factors are equal.
- Contract only with individuals not employed by the School unless otherwise approved by the Board.
- Require that no employee, officer or agent of the School shall participate in the selection, award or administration of a contract where conflicts of interest, real or apparent, are involved.
- Maintain records on the services performed, including but not limited to, the date the service was performed and the purpose of the service, and ensure that the services are consistent and satisfactory with those described in the signed contract/purchase order.
- Make payments only after the service is performed, unless any other payment structure is necessary, and prior approval is obtained from the Board.

## Purchasing

### Cash Disbursements

Cash disbursements are the outflow of the School's funds and are used to facilitate the purchase of goods and services for the School. All cash disbursement requests are required to have (1) a valid business purpose, (2) approval by authorized persons, and (3) appropriate supporting documentation for adequate control and safeguard of cash.

Internal controls and segregation of duties ensure proper management of the disbursement and void processes. Disbursements are performed by the Finance Department and must be authorized by valid approvers prior to being released to vendors. The bank statements are reconciled on a monthly basis and voids are processed by the Accounting Department.

### *Responsibilities*

- A. Employees requesting a payment for the purchase of goods and services are responsible for submitting a request for cash disbursement in compliance with this policy.
- B. Department Managers/School Leaders are responsible for knowing the cash disbursement policy and informing their staff of the policy and procedures. Also, the School Leaders are responsible for verifying and approving purchase requests in accordance with this policy based on agreed upon authorization and approval limits
- C. The finance department is responsible for review of purchase request and creation of PO.
- D. The finance department is responsible for reviewing all purchase requests for processing and payments. finance department is also responsible for initiating and executing disbursements after authorization by the finance department Manager.
- E. An finance department Manager or an Authorized Batch Approver is responsible for posting check batches and approving check printing functions within the accounting system.
- F. The Finance Department is responsible for the verification of general ledger accounts. The Finance Department is also responsible for control of voids and reconciliation of the bank account.

Purchase requests must be submitted in a timely manner in order to meet required deadlines. Requests that have sufficient documentation and approval allow a shorter processing time. All requests will be routed to the Finance Department to review general ledger coding and forwarded to the appropriate staff member for creation of the PO.

All payments require a description of the type, quantity, dollar amount, and delivery or service dates of goods or services requested for payment. Requests for Cash Disbursements should be initiated through the IA System in the following manner:

1. Requestor requests purchase of goods or services from their direct supervisor
2. The following items are required on the request:
  - a. Vendor name and address
  - b. General ledger account coding
  - c. Explanation (business purpose) and amount
  - d. Date needed
  - e. Approval (must be an Authorized Approver)
3. If this is a new vendor, a W-9 will be required before payment will be processed.

4. Employee will submit any related supporting documentation, and W-9 (if applicable) to the finance department.

The Finance Department issues vendor payments on a weekly basis. However, payments will be processed as needed for cash disbursement requests. Once checks have been processed, finance department will handle any special requests for mailing the checks to the vendor. If it is necessary for the requestor to issue the payment (i.e., C.O.D.), finance department will release the check to the requestor and the requestor must sign the Check Distribution Log- Pick up.

### ***Voids***

If a vendor does not receive a payment, finance department will adhere to the following guidelines to research/reissue payment:

1. Stop Payments
  - a. A check must be outstanding for a minimum of 10 business days prior to issuing stop payment. It must be verified through the bank that the check has not been cashed before processing the stop payment.
  - b. A Void Request Form must be completed.
  - c. A stop payment is initiated in the bank by the finance department manager. The void is processed in the accounting system by the finance department.
  - d. The stop payment and void must be processed before the payment can be reissued to the vendor.
2. Voids for Returned Checks
  - a. A Void Request form must be completed and the destroyed check attached.
  - b. The void is processed in the accounting system by the Finance Department.
  - c. The void must be processed before the payment can be reissued to the vendor.

### **Corporate Credit Cards**

The card should primarily be used for travel expenses such as hotel, airfare and meal costs. It can also be used to cover small dollar school or office related expenses, including office supplies, dues, subscriptions and conference fees. To avoid duplicate payments and reduce the risk of fraud, all purchases with a purchase order number or that are more than the respective cardholder’s approved limit should be processed through Accounts Payable.

The Corporate Credit Card (“Card”) is the preferred method of payment for all business travel and expense charges incurred by individuals. This card program is designed to do three key things:

- o Shorten the approval process.
- o Reduce the paperwork of procurement like the preparation of purchase orders and petty cash vouchers, check requests and expense reimbursements.
- o Provide greater visibility of spending.

Cards are only to be used for valid, legitimate, and reasonable expenses related to the School’s business. All employees who travel should apply for a Card. Any violations of the policy may result in disciplinary action, up to and including termination of employment.

### ***Roles and Responsibilities***

- A. The Cardholder (the individual in whose name the corporate card is issued) is responsible for:
  1. Using the Card in line with this and other company policies
  2. Submitting receipts in the appropriate system on a timely basis

3. Addressing any payment queries with the card provider
  4. Ensuring the account information is kept up to date, including changes in department, approver or business address/phone
  5. Keeping the Card secure and ensuring that only legitimate business purchases are made on the account
  6. Filing expenses or reconciliations in a timely way – at least monthly where possible - to ensure that the account remains up to date
  7. Paying any fees associated with late payment or reinstatement for cancelled/suspended Cards as these will not be reimbursed.
- B. The Manager who approves the Card spending is responsible for:
1. Recommending new cardholders to take part in the Card program
  2. Communicating account limitations and restrictions for Cards
  3. Notifying the appropriate party of changes to existing Cards, such as spending limit and industry restriction changes
  4. Ensuring Cards for employees that no longer need them (i.e. leaving the School) are cancelled.
  5. Reviewing and approving all cardholder transactions and ensuring the Card is used in line with company policy.
  6. Ensuring the company does not reimburse any late or similar type of fee.

***Using the Card appropriately***

The School reserves the right, to determine the kind of purchases that can be made using the Card. The list below outlines some examples for which Cards should NOT be used:

1. Cash
2. Personal, non-business charges
3. Any transaction exceeding an employee’s individually approved limit
4. Computer equipment: hardware and software (including tablets), which should be obtained through the authorized technology procurement process
5. Fees to join rewards programs, late charges or any other card-related fees
6. Gift cards and other cash equivalents
7. Any purchase that violates the law or a school or corporate policy.

Card spending will not be authorized beyond a total monthly level of \$10,000. Exceptions must be agreed by the appropriate supervisor and the finance department, at least 15 days in advance.

***Disputed or fraudulent charges***

For any fraudulent charge (i.e. a charge that has not been authorized by the cardholder), the cardholder must make a report immediately to the issuing card company.

For incorrect charges, the cardholder should first attempt to resolve the dispute with the merchant. If the merchant agrees and processes a credit in a timely manner, no further action is needed. If the merchant does not resolve the issue, the cardholder must file a dispute with the card provider immediately. While pending resolution, the issuing card company will credit the account for the amount of the disputed transaction. This will prevent late fees from being charged. If the dispute is not resolved to the cardholder’s satisfaction, and the cardholder believes to have been unfairly treated by the merchant, the cardholder should notify the person who approves their expenses.

### ***Lost or stolen cards***

Each cardholder is responsible for keeping their Card safe and for any purchases made on the account. If a Card has been lost or stolen, the cardholder must immediately report it to the issuing card company. It is important to act promptly in the event of a lost or stolen Card to avoid Company liability for fraudulent transactions.

### **Expense Reports for Reimbursement**

Employees must submit approved expense reports and supporting documentation either electronically or by mail to the finance department. All expense reports must be approved by the appropriate supervisor (or higher level of authority if limits exceed the amounts noted in the following section prior to initiating payment processing).

### ***Business Purpose***

*The Internal Revenue Service (“IRS”) guidelines for Travel and Entertainment, pub. 463* state that “you must generally provide a written statement of the business purpose of an expense.” The following details must be included in the business purpose of the expense report in order to provide proof of the business expense:

- Names of individuals present, their titles and company name
- Location or description of the expense
- Exact amount and date of the expense

### ***Receipts***

Receipts must be provided for all school related expenses for expense reports. Charter schools that reimburse on a per diem basis do not require their employees to submit receipts for meals. However, receipts are required for lodging, entertainment, taxis, airfare, etc. Certain items that require detailed information must have a receipt to be eligible for reimbursement, such as supplies purchased from a department store. The credit card statement does not clearly indicate what types of items were purchased and do not provide sufficient support the purchase was job related.

- a. When a receipt or other proof of payment is not available, the employee must complete a Lost or Destroyed Receipt form. Details about the payee, date, location, business purpose and amount of the expense must be identified on the form. The form must be signed by the employee and their immediate supervisor.
- b. The employee is responsible for maintaining a copy of their expense report and receipts until reimbursement has been made.

## Conflict of Interest Requirements

### Standards of Conduct

In accordance with 2 C.F.R. § 200.318(c)(1), the School maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the School may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value.

Employees are to avoid any conduct that gives rise to a conflict of interest or even the appearance of a conflict of interest. With the very limited exceptions discussed below, employees are prohibited from giving or accepting gifts from any person or entity that has or seeks a business relationship with the School even when the gift is given without any intention of influencing the recipient. A gift is defined as anything of value given or reimbursed by the vendor for which goods or services are not provided in return as part of an ordinary business transaction. This includes tangible items, meals, or travel expenses. Employees must have all gifts made to government officials, government employees or government entities approved by the Chief Financial Officer in conjunction with the Legal Department.

Any gifts to non-public officials that exceed \$75 per person total for each calendar year must be approved. In no event should any gift of cash, including gift cards, be accepted or made. If an employee receives an unsolicited gift, the employee must promptly notify his or her immediate supervisor, in writing, and take the following action:

- Return the gift with a letter to the donor explaining the School’s gift policy.
- When a gift cannot be returned because it is perishable and may become damaged or spoiled, send the donor a letter noting this fact and explaining the School’s gift policy.
- When it is necessary to write a letter as prescribed above, the employee should provide a copy of the letter to his or her immediate supervisor and the Chief Financial Officer.

#### *What types of incidents should be reported?*

We encourage employees to report situations or events that could potentially harm our students, our people or our School. Examples include violations related to:

- Compliance with regulations
- Misuse of resources or funds
- Conflicts of interest
- Intellectual property infringement
- Accounting & auditing practices
- Falsification or destruction of information
- Gifts & bribes
- Threats and physical violence
- Disclosure of confidential information
- Discrimination



Privacy of student records  
Harassment  
Theft  
Retaliation  
Copyright laws and software piracy

An employee's first option is to report suspicions to a member of management or Human Resources.

Periodic trainings concerning conflict of interest and other ethical topics are mandatory for all employees.

### **Organizational Conflicts**

Employees are prohibited from engaging in any activities that conflict with the School's interests or have the appearance of doing so. A conflict of interest, or the appearance thereof, may occur when the interest in, association with, and/or employment by one of the School's competitors, suppliers of goods or services, employees/applicants for employment or customers/students is such that one's ability to act in the best interests of Reach may be called into question.

If concerned that there is a conflict of interest, the employee is urged to discuss the matter with their manager and/or Human Resources.

Conduct that may constitute a conflict of interest includes, but is not limited to:

- Directly or indirectly borrowing from, lending to, investing in or engaging in any substantial financial transaction with an existing potential customer/student, client, or supplier;
- Performing outside work for another entity while working for the School;
- Transmitting confidential information to a customer/student, vendor, competitor, or other individual who is not an employee and who does not have authorization to receive it;
- Using facilities, equipment, labor, or supplies to conduct outside activities; and
- Having an intimate relationship with any student, parent of a student, employee under supervision, or customer, except when such individual is a member of your family or when the person has no work responsibilities associated with the individual and the relationship is not prohibited by law or regulation, such as a relationship with an under-age student.

### **Mandatory Disclosure**

Upon discovery of any potential conflict, the School will disclose in writing the potential conflict to the federal awarding agency in accordance with applicable federal awarding agency policy.

## Property Management Systems

### Property Classifications

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the School for financial statement purposes, or \$5,000 (2 C.F.R. § 200.33).

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the School for financial statement purposes or \$5,000, regardless of the length of its useful life (2 C.F.R. § 200.94).

Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information (2 C.F.R. § 200.20).

Capital assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance) (2 C.F.R. § 200.12).

### Count

Periodically, someone independent (i.e., who is not the School Leader or designee) should use the list of serial numbers and ensure that all devices are accounted for and that the devices are locked in secure location or signed-out. For units which have been signed-out for long periods of time, this person should contact the staff or student who signed out the device to determine whether or not the device is still being used or should be returned. If the device is damaged or missing, this person should immediately create an IA to be assigned to Fulfillment to start an investigation (with appropriate stakeholders).

### Inventory Records

For each equipment and computing device purchased with grant funds, the following information is maintained on an inventory list:

- Serial number or other identification number;
- Source of funding for the property;
- Acquisition date and cost of the property;
- The percentage of costs where were purchased with federal funds. This ensures that the use of the equipment meets the minimum amount funded.
- Location, use and condition of the property; and
- Any ultimate disposition data including the date of disposal and sale price of the property.

## **Disposal of Equipment**

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency, the School or designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

Generally, disposition of equipment is dependent on its fair market value (FMV) at the time of disposition. If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency. If the item has a current FMV of more than \$5,000, the federal awarding agency is entitled to the federal share of the current market value or sales proceeds.

If acquiring replacement equipment, the School may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

## **Maintenance & Replacement**

The School seeks competitive pricing for technology and maintenance of all equipment. The selected provider will also manage returning and replacing any damaged or malfunctioning equipment. Maintenance and replacement equipment will be provided through the information technology department.

## Written Compensation (Time and Effort)

### Overview

#### *Time and Effort Standards*

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required “match” in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants.

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Be incorporated into official records;
- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- Encompass both federally assisted and all other activities compensated by the School on an integrated basis;
- Comply with the established accounting policies and practices of the School; and
- Support the distribution of the employee’s salary or wages among specific activities or costs objectives.

#### *Time and Effort Procedures*

There are two methods for reporting time: (1) Blanket Semi-Annual Certification and (2) Personnel Activity Report (PAR). These documents are both completed after-the-fact. Note that the State may request specific State-approved documentation for Time and Effort that differs slightly from those described below. In those cases, the School will complete the State-specific documentation to support Time and Effort.

**Blanket Semi-Annual Certification:** Semi-annual certifications are completed by employees whose time is 100% funded through one cost objective or when an employee’s efforts are 100% towards one cost objective (e.g., in a Schoolwide Program). The following procedures are followed when completing a Blanket Semi-Annual Certification:

- Lists each employee that is funded through a particular grant program as well each employee’s job title and their respective start and end dates.
- After each 6-month period (e.g., July 1 – December 31 and January 1 – June 30), unless otherwise directed from the state, it is signed by a supervisor that has first-hand knowledge of the work performed by each employee.
- Federal programs manager reviews each document to ensure its accuracy.

**PAR:** The PAR, or Personnel Activity Report, is completed by employees whose salary is funded only partially through federal programs or whose efforts are divided between federal program objectives and other objectives. The following procedures are followed when completing a PAR:

- Lists pertinent information including:
  - The employee’s name
  - The employee’s start date
  - The employee’s federal funding source

- A description of their monthly tasks related to the federal program objectives
- A breakdown by day of how much time was spent on federal and non-federal program objectives.
- After each month, it is signed by the employee and then by a supervisor who has first-hand knowledge of the work performed by each employee.
- Federal programs manager reviews every PAR every month to ensure its accuracy and tracks the actual time spent on the applicable federal program objectives in comparison to what was budgeted so that, when necessary, amendments to the application can be made in a timely manner.

As needed, Federal programs manager provide group and one-on-one training and guidance on the completion of time and effort records for employees required to complete the time and effort records. The School's time and effort records are maintained by the federal programs manager and are available for review upon request.

The School has written Human Resource Policies which cover:

- a) How employees are hired and exited;
- b) The extent to which employees may provide professional services outside the School;
- c) The provision of fringe benefits, including leave and insurance;
- d) The use of recruiting expenses to attract personnel; and
- e) Reimbursement for relocation costs.

## Record Keeping

### Overview

It is the policy of the School to create, use, and maintain its records so they are available when needed, and to use, maintain and destroy them in compliance with applicable federal and state laws, operational requirements, and industry best practices. The School has established these guidelines and procedures to ensure that:

- Records are retained and maintained long enough to fulfill the School’s business needs and legal and governmental obligations;
- The School retains and maintains records as may be necessary to comply with appropriate requirements, including litigation discovery requirements; and
- Eligible records are routinely and non-selectively destroyed in the normal course of business under the approved and current records retention schedule (“Retention Schedule”).
- All employees, consultants and contractors of the School and its business units, subsidiaries, and affiliate companies (“Personnel”) are required to comply with this Records Retention Policy (“Records Policy”).

The Records Policy applies to all records wherever those records are maintained and without regard to the form (paper or electronic), media or storage location in which the records exist. More detailed information is available as follows:

- Regarding the use, maintenance and disposal of educational records pertaining to students that are subject to state records retention requirements, refer to the ***Student Records Addendum*** to this Records Policy.
- Regarding the retention and disposal of email, refer to the ***Email Addendum*** to this Records Policy.
- Regarding the retention and disposal of other electronic communications (this includes Instant Messenger, webmail, communications log, message boards, voicemail and Issue Aware) refer to the ***Electronic Communications Addendum*** to this Records Policy.
- Regarding the use, maintenance and disposal of records within share drives refer to the ***Share Drive Addendum*** to this Records Policy.
- Regarding the use, maintenance and disposal of records with personal information and other confidential information and intellectual property refer to the ***Intellectual Property and Information Protection Policy***.

The Records Policy is intended to be comprehensive and its supporting procedures apply to the retention and destruction of all records that are maintained in the normal course of business. Personnel may not exercise discretion to either destroy or retain records in contravention of the Records Policy or Retention Schedule.

### Definitions

*A record is any and all recorded information that can be retrieved at any time regardless of where that information is maintained or the media on which the information exists.* A record includes all documents, papers, letters, drawings, schematics, books, maps, photographs, blueprints, sound or video recordings, microfilm, magnetic tape, electronic media, and other information recording media, regardless of physical form or characteristic. All records stored on any electronic or non-electronic media are subject to the Records Policy and shall be handled accordingly.

The types of records covered by this Records Policy fall into three categories:

1. Business Records

All records that are created, received, or maintained as part of the School's business activities and that are directly related to the School's operations and management other than Educational Records, as defined below, are referred to herein as "Business Records".

2. Educational Records

As used in this Records Policy, "Educational Records" are those files, documents and other materials which contain information directly related to a student and are maintained by the School. Educational Records that are subject to state records retention requirements are referred to herein as "Student Records". The Records Policy addresses Educational Records that are not Student Records and is not applicable to the retention and destruction of Student Records. For information regarding the retention, maintenance and destruction of Student Records, refer to the *Student Records Addendum*.

3. General Information

All records that are created or received solely for reference or convenience, or that do not relate to the School's business are General Information. General Information is not required to be retained for a particular period of time. Generally, these records should be kept for the shortest period of time they are reasonably needed by Personnel to perform his or her job function. General Information shall never be held longer than two (2) years unless the General Information is a copy of an active Business Record, e.g. a working copy of an agreement with a term that exceeds the retention period. General Information records are never sent to storage. Personnel who maintain General Information must destroy it as soon as it is no longer needed. No approval is needed to destroy General Information. However, if General Information contains personal information, student information, confidential information or intellectual property, the employee must dispose of such General Information in accordance with the *Intellectual Property and Information Policy*.

Examples of General Information include, but are not limited to, the following:

- Extra electronic or hard copies of Business Records kept only for convenience or reference and extra copies of publications stocked for distribution purposes;
- Reference materials and other publications, such as departmental copies of books or periodicals, which are acquired and maintained solely for general reference purposes rather than to support a specific business operation;
- Promotional material from vendors and similar materials that are publicly available to anyone;
- Unsolicited brochures, catalogs, pamphlets, and other documents, usually received through the mail, that describe specific organizations, events, products, or services and that have no substantive business value;
- Unsolicited email and voicemail that have no business value;
- Information received from Internet listservs and newsgroups;
- Personal papers that may be kept in an employee's work area but were not created or received in the course of business and do not relate in any way to the employee's duties;
- Excess inventory of annual reports, bulletins, circulars, employee newsletters, brochures, posters, handbooks, publications, and other materials intended for sale or distribution;
- Blank copies of purchase requisitions, travel reimbursement requests, and other business forms which, when completed for a specific business purpose, would be considered records; and;
- Drafts once the final versions are completed, worksheets from which data is extracted and other records that lose their value once their contents are incorporated into other records.

#### 4. Archival Records.

Archival records are those which are maintained to record the history of the School. They may include old brochures, email exchanges that relate to the history of the School, or other material that would be appropriate to be maintained for the purposes of a School archive. Employees should not separately retain such information after it would otherwise be scheduled for removal or destruction but rather shall forward such information to the Director of Outreach who will determine what is appropriate to be retained for historical reference purposes.

#### **Proprietary Information**

All Business Records are the exclusive property of the School or other business partners (such as information received under a Nondisclosure Agreement). As the owner of its Business Records, the School is solely empowered to make decisions about their storage, distribution, control, protection, retention, destruction or use. Personnel files containing Business Records may be established for the convenience of individual employees, but all Business Records remain the exclusive property of the School, or its business partners.

Personnel have no right of personal privacy in any record created, generated, transmitted received or stored on the School's information systems. The use of passwords or other security measures does not in any way diminish the School's rights, or create any privacy rights for employees. The School reserves the right to retrieve, copy, and delete any data stored on its information systems.

#### **Records Retention Schedule**

The Records Retention Schedule identifies the types of Business Records and Educational Records retained throughout the School and the approved time period for retaining these Business Records and Educational Records.

All Business Records and Educational Records shall be retained in accordance with the Retention Schedule. No employee discretion on retention period or destruction is allowed.

The Retention Schedule is intended to be comprehensive. It is the responsibility of all Personnel to notify the Policy Manager or their Records Coordinator of: (1) record types that need to be added to the Retention Schedule, (2) record types that are no longer relevant and should be removed from the Retention Schedule, and (3) any legal requirement to retain a specific record type for a longer or shorter period than reflected in the Retention Schedule. Records Coordinators will be surveyed annually using a "Retention Schedule Validation" notice requiring all updates, additions or deletions to the existing Retention Schedule.

The School maintains all records that fully show: (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements (34 C.F.R. § 76.730-.731 and § 75.730-.731). The School also maintains records of significant project experiences and results (34 C.F.R. § 75.732). These records and accounts must be retained and made available for programmatic or financial audits.



## **Roles and Responsibilities**

### ***Policy Manager***

The Records Policy manager (“Policy Manager”) will be the designated employee responsible for interpreting any portion of the Records Policy or the records retention requirements as they may apply to specific situations. The Policy Manager will review and approve the Records Policy annually. It is the responsibility of all Personnel to notify the Policy Manager of any necessary additions or deletions to the Records Policy. Likewise, all Personnel must understand that vendors who provide records-related services, such as records storage vendors, may have procedures and systems that will result in lapses in enforcement of the Records Policy. All Personnel shall report any incidents or situations that may cause such a lapse to the Policy Manager. The Policy Manager, in consultation with the Legal Department, will be responsible for overseeing the implementation of and assuring adherence to the Records Policy and Retention Schedule, as well as auditing compliance with the Records Policy and reporting annually to General Counsel and Chief Financial Officer.

### ***Records Coordinator***

The School shall appoint a Records Coordinator who is responsible for ensuring such the School’s compliance with the Records Policy. Each Records Coordinator shall:

- Have a full and complete understanding of the Records Policy and its procedures.
- Oversee all storage of records in warehouses or other storage facilities for their respective School and assure that retention and destruction of records maintained in such facilities complies with the Records Policy.
- Ensure that all policy directives are communicated to all affected Personnel within their School, and that the requirements of all records notices are carried out consistently and non-selectively in the normal course of business.
- Indicate that their School is compliant with the Records Policy and any and all notices, surveys and/or audits.
- Ensure all new hires receive proper training regarding the Records Policy and coordinate the proper transfer of records on the termination of any employee at the School.
- Promptly advise the Policy Manager of any updates or changes to the Retention Schedule for the Records Coordinator’s School.

## **Record Locations**

All records maintained in centrally controlled systems (e.g. EMS, shared drives, SharePoint), individual offices, by consultants, in warehouses or other storage facilities, or at any other location are subject to the Records Policy and shall be handled accordingly.

The Office of Record is the term used for the business area that is responsible for the long-term maintenance of the Business Record. The Office of Record is responsible for responding to information requests, meeting reporting requirements, responding to audits, and properly destroying the Business Record in compliance with the current and approved Records Retention Schedule. Other business areas may retain reference copies of the Business Records, but such copies shall be kept for the shortest time reasonably necessary. As outlined above, copies of Business Records may be considered General Information and should be maintained and destroyed accordingly.

### ***Storage (Offsite)***

1. Labeling

Business Records and Educational Records stored in warehouses or other storage facilities shall be stored only under the record type names shown on the Records Retention Schedule. The following information is required to be captured in a centralized database or location for every box/item sent to storage:

- School owner
- Person storing the box (manager approval if required)
- Record type code (selected from the approved Retention Schedule)
- Detailed Box Description
- Date range of box contents
- Approved destruction date

## 2. Tracking

Each Records Coordinator of the School that is responsible for a particular Business Record, Educational Record, or set of Business or Educational Records must monitor compliance with the storage requirements and shall document the following steps in the records management process:

- Transfer of Business and Educational Records to storage
- Compliance with retention periods and capture of required information
- Identification, control, and maintenance of Business and Educational Records in storage
- Retrieval/return of Business and Educational Records to/from storage
- Routine disposal and certification of Business and Educational Records eligible for destruction

## 3. Third Party Storage

For boxes to be stored at third party storage facilities, do not label the boxes using information that is descriptive of the records contained in the boxes or otherwise provide information to the storage facility vendor that discloses the contents of the boxes. To do so is a violation of the Records Policy. Storage facilities only shall be allowed “ownership” information so such facilities can track records (School or cost center name and number so they can bill for their services) and “box number.”

### ***School Controlled Records (Onsite)***

School Controlled Records are any paper or electronic Records or General Information retained anywhere within the School. For example: closets, vacant offices, storage rooms, break rooms, filing cabinets, drawers, hard drives, shared drives, CD’s, DVD’s, flash drives, in email, etc.

Bi-annually, Records Coordinators will receive a disposal notice as a triggering event to direct the appropriate Personnel in the School to concentrate on records clean-up.

All paper and electronic Records within the School’s control must be reviewed and all such Business Records and Educational Records that have become obsolete pursuant to the retention requirements under the applicable Retention Schedule, excluding only Business Records and Educational Records that are on “hold” status, shall be properly destroyed. In addition, all paper and electronic General Information within the School’s control that is no longer reasonably necessary for an employee to perform his or her job, excluding only General Information records that are on “hold” status, shall be properly destroyed.

The Records Coordinators receiving the notice will be required to respond and confirm receipt, understanding and compliance with the notice.

### **Record Destruction**

Records eligible for routine destruction in accordance with the approved Retention Schedule shall be systematically destroyed without the School's review unless the records are on "hold" status as outlined in Section V(A) of this policy or are covered by the sections relating to records placed in the Archives. No employee discretion on retention period or destruction dates is allowed. Destruction dates shall be calculated based on the retention requirements shown on the approved Retention Schedule.

When the specified retention period ends, all records should be disposed of or destroyed by means appropriate to their nature or level of confidentiality (e.g., shredding, recycling, deleting). This Retention Policy and the Retention Schedule apply to all records irrespective of the medium in which the records exist.

- All Electronic Records should be stored on the School's network drive designated by department, functional area and/or individual, as directed. Access to the folders will be determined by job requirements and be based on user profile.
- All Hard Copy Records should be routinely categorized and filed. Once the retention window has expired, hard copy records will need to be placed in the appropriate shredding receptacle or recycle bin.
- All Email Communication retained for business reasons must be pulled out of your active inbox and filed in an archive or personal folder. All other email (i.e. general business, personal or expired informational email) must be deleted from each employee's active inbox for permanent destruction.
- General Information and Transitory Messages should be routinely destroyed by each employee when they no longer serve a business purpose.
- Records should be destroyed according to a pre-defined Retention Schedule per policy guidelines and ONLY when directed by the Legal Department or the School's Records Coordinator.

Appropriate disciplinary action will be taken against individuals found to be in violation of the Records Policy up to and including termination of employment. Failure to report known violations of the Records Policy to the Policy Manager is considered a violation of the Records Policy.

For employees, compliance with the Records Policy may be reviewed as part of the School's annual performance evaluation.

### **Right to Inspect and Amend Educational Records**

Under FERPA, the School must provide a Caretaker or Eligible Student with an opportunity to inspect and review his or her child's educational records within forty-five (45) calendar days following its receipt of a request. The School is required to provide a parent with copies of education records, or make other arrangement if a failure to do so would effectively prevent the parent from obtaining access to the records.

Parents, legal guardians, and Eligible Students possess the right to request and receive from the School the following: (1) an explanation of information in the student's education records; (2) a copy of all or part of the student's education records; and (3) a list of the types and locations of the student's education records collected, maintained, or utilized by the School.

A written request identifying the records to be inspected must be provided to the School. The school official will arrange for access and will notify the parent or Eligible Student of the time and place where the records may be inspected. If copies are requested, the School may charge the requesting party reasonable copying costs.

Parents or Eligible Students requesting an amendment should complete the FERPA Request to Amend Educational Record Form and clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading and submit this to the School Principal. If the School decides not to amend the record, the parent, legal guardian, or Eligible Student shall be notified in writing. If a Caretaker or student wishes to appeal this determination, then he/she/they must file a Request for FERPA Formal Hearing Form. This process is required to request and receive a records hearing review. At this time, additional information shall be provided to the parent, legal guardian, or Eligible Student regarding the hearing process procedures.

FERPA was intended to require only that schools conform to fair recordkeeping practices and not to override the accepted standards and procedures for making academic assessments, disciplinary ruling, or placement determinations. Thus, while FERPA affords parent the right to seek to amend education records which contain inaccurate information, this right cannot be used to challenge a grade, an opinion, or a substantive decision made by the School about a student. Accordingly, if FERPA's amendment procedures are not applicable to a Caretaker's or Eligible Student's request for amendment of education records, the School is not required under FERPA to hold a hearing in the matter.

### **Disclosure Without Consent**

The School is not required to obtain prior written consent when releasing a student's educational records to the following categories of persons:

- School officials with legitimate educational interests. School officials include the following: persons employed by the School, whether paid or unpaid; administrator, supervisor, instructor, support staff or school Board of Directors members; authorizing bodies or districts; vendors employed by or under contract with the School, such as an attorney, auditor, consultant, etc.; or a parent, student or volunteer serving in an official school capacity. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the school.
- Officials of another school district in which a student seeks or intends to enroll. Upon receipt of the request, the School will make reasonable attempts to notify the parent or the Eligible Student of the request and the date the records were forwarded.
- Appropriate parties in connection with financial aid
- Accrediting institutions
- Compliance with a judicial order or lawfully issued subpoena
- Appropriate officials in the case of a health or safety emergency
- Charter school authorizers and/or state and local authorities within a juvenile system pursuant to applicable state law
- Parents of "dependent" students as defined by the Internal Revenue Service
- Other persons as provided by the FERPA regulations.

### **Directory Information**

FERPA permits the School to designate certain information contained in student educational records as Directory Information. Directory Information is generally defined as information not considered harmful or an invasion of privacy if released.

FERPA permits the School to disclose Directory Information for any purpose to third parties, unless the parent, legal guardian, or Eligible Student has exercised the right to "opt out" of the release of their Directory Information. A parent, legal guardian, or Eligible Student may opt out of having his/her

Directory Information released by completing the Authorization to Withhold Directory Information Form found in the Permissions Manager section of the Student Information Form (SIF). If a Caretaker or Eligible Student elects to opt out, the Directory Information will not be disclosed except with the consent of the parent, legal guardian, or Eligible Student or as otherwise allowed by FERPA. This is an annual election.

Under this FERPA policy, the following information regarding students is considered Directory Information:

- student name
- student city of residency
- student webmail address
- student telephone number
- student grade level

If an opt-out form is not received, the School will assume that there is no objection to the release of the designated Directory Information.

Federal law requires schools receiving federal monies to provide military recruiters, upon request, with the following three categories of Directory Information for high school students:

- student name
- student address
- student telephone number

However, the law affords parents/ legal guardians the option to refuse disclosure of such information by completing the Authorization to Withhold Directory Information Form.

### **Disclosure With Consent**

Written consent or a subpoena must be obtained prior to the release of personally identifiable information that is not listed as Directory Information.

Prior to requesting consent, the School shall provide the parent, legal guardian, or Eligible Student a written request form that requires the following information:

- A specific description of the information or record to be released.
- The party or agency to which the information will be released and their address.
- The written request must be signed and dated by the requestor.

Prior to complying with a subpoena requesting the release of student education records, the School will notify the parent, guardian, or Eligible Student and provide seven (7) to ten (10) calendar days, depending on the situation, to quash such subpoena.

### **Dependency and Postsecondary Course Records**

A parent or guardian may access an Eligible Student's educational records if he or she can demonstrate that the Eligible Student qualifies as a "dependent" according to Section 152 of the Internal Revenue Code. The School will accept the family's most recent tax return or may contract the school to receive the appropriate form.

If a student takes a course at a postsecondary institution, the FERPA rights are accorded to the student for any such course. In order for parents, or any third parties to get access to such educational records, the

student is required to complete an Authorization to Release Post-Secondary School Records Form. Note that if the student is under 18 years of age, the parents still retain the rights under FERPA at the high school and may inspect and review any records sent by the postsecondary institution to the high school.

### **Right to File a Complaint**

Parents, legal guardians, or Eligible Students who have concerns or questions should send contact the school leader. Additionally, parents, legal guardians, or Eligible Students may file a complaint with the following:

Family Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, D.C. 20202-4605  
Phone: 202-260-3887

### **IDEA and FERPA**

In addition to the requirements of FERPA, the Individuals with Disabilities Education Act (IDEA) provides additional privacy protections for students who are receiving special education and related services. Part B of the IDEA incorporates and cross-references FERPA. The School is aware of the cooperation between FERPA and IDEA and will adhere to the requirements of both.

The school will also comply with the Protection of Pupil Rights Amendment and the Children's Online Privacy Protection Act of 1998 ("COPPA").

## Grant Monitoring Process

As a best practice, Federal programs manager, in accordance with the School, monitors the implementation of Title I and other federal and state grant programs and the expenditure of all funds associated with those grants/programs. The specific areas monitored at this time are as follows:

- Title I, Part A
- Title II, Part A
- Title VI, Part B
- State grants, as applicable.

Monitoring is an essential component of ensuring that all facets of the programs are being implemented as prescribed by related grant program requirements. It is a process of systematically providing technical assistance and collecting data in order to provide information that can guide program implementation. Critical to this process is the feedback provided to schools that can assist in improving student academic achievement. Grant monitoring addresses the following:

- Ensuring that all grant activities are carried out in accordance with related grant compliance guidelines
- Monitoring inventory and equipment usage
- Attainment of academic achievement goals
- Compliance with budgetary guidelines.

### Technical Assistance

Technical assistance is offered at all times by Federal programs manager through meetings, e-mail, and phone communication to assist the school in analyzing data to identify priorities in instruction, professional learning, and effective budgeting. Prior to the School's start, a meeting is held that reviews the purpose of all federal and other grant programs, as well as expectations and procedures related to allowable use of funds. Quarterly expense tracking meetings are also used to remind stakeholders of grant-related requirements. Federal programs manager maintains a file of all trainings conducted throughout the year.

Federal programs manager provides technical assistance to the school in the following manner (including, but not limited to):

- Federal programs manager provides federal fund grant training to School Leaders as requested, and to all new School Leaders or staff who may be involved in federal or state grant funding, including Title I. Training will include the following topics:
  - budgets
  - compliance
  - parental involvement
  - Program Design (e.g., Schoolwide versus Targeted, etc.)
  - monitoring
  - student identification
  - Other, as applicable.
  - Additional training may be provided throughout the year as needed.
- Federal programs manager will monitor and verify that all program expenditures comply with related grant requirements.



- The School Leader or designee and Federal programs manager maintain all programmatic and application documentation the School may need for future auditing/monitoring. Fiscal documentation is maintained by finance department.
- The School may undergo monitoring by the State or Federal government, or other granting agency as applicable. The School Leader and/or Federal programs manager may participate in technical assistance training as provided by the State or Federal government, or other granting agency, prior to the monitoring visit, when applicable.
- After an on-site monitoring visit or desktop monitoring review by the State or Federal government, or other granting agency, the School will receive a monitoring report, which will contain recommendations, findings, and required actions that together provide an analysis of the implementation of the School’s grant. If a Corrective Action Plan (CAP) is required, Federal programs manager and/or the School Leader or designee will respond in a timely manner with a CAP.

***Training***

Training is an ongoing initiative for all staff who are involved with federal funding, including school staff, accounting and finance personnel, and program administrators of grant awards. Training mechanisms include:

- (1) Distribution of this manual annually to school and corporate staff involved with federal funding;
- (2) Participation in training opportunities, including those provided by Federal programs manager and/or offered by appropriate professional organizations;
- (3) Consultations with external parties, including state departmental staff and independent, governmental and school auditors;
- (4) Dissemination, from shared sites available 24/7, of templates, checklists and other guidance documents as appropriate;
- (5) Internal training sessions; and
- (6) Informal and ongoing technical assistance.

**External Audits and Monitoring Findings**

The School may undergo monitoring and audits as scheduled by the State, USDOE, or other granting agency. Corrective action plans are created to correct any findings received. The School will maintain the appropriate documentation to indicate that corrective actions have been completed and any findings have been addressed.

Steps to Monitoring Resolutions:

- Once the monitoring report is received, the School Leader will work with Federal programs manager, School leadership, and any applicable groups to review all items and respond in a timely manner.
- Each item is examined carefully, and a team of appropriate staff (i.e., Federal programs manager, School leadership, finance department, etc.) will determine the best means of corrective action.
- Additional documents may be gathered, and a report/response is written by Federal programs manager, or designee.
- The report is submitted to the School Leader for review and approval.
- The completed report is then sent by the School Leader or designee to the state or other auditors as a means of resolution.
- The monitoring process and the resolution process are both used as a learning resource.





## Complaints

### Grounds for a Complaint

Any individual, organization, or agency (“complainant”) may file a complaint with the School if that individual, organization, or agency believes and alleges that the School is violating a federal statute or regulation that applies to a program under Title I, Part A of the Every Student Succeeds Act (ESSA). The complaint must allege a violation that occurred not more than one (1) year prior to the date the complaint is received, unless a longer period is reasonable because the violation is considered systemic or ongoing. To file a complaint that a violation of federal regulation has occurred, an individual should follow the procedures below.

#### ***Federal Programs for Which Complaints Can Be Filed (including, but not limited to):***

- Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies
- Title II, Part A: Preparing, Training, and Recruiting High Quality Teachers and Principals
- Title I, Part C: Education of Migratory Children
- Title I, Part D: Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent or At-Risk
- Title VI, Part B: The Individuals with Disabilities Act (IDEA)
- Title X, Part C: Homeless Education

### Complaints Originating at the Local Level

As part of its Assurances within the grant program applications, an LEA accepting grant funds must have local written procedures for the receipt and resolution of complaints alleging violations of law in the administration of covered programs. Therefore a complaint should not be filed with the state until every effort has been made to resolve through local written complaint procedures. If the complainant has tried to file a complaint with the School to no avail, the complainant must provide the State Department of Education with written proof of their attempt to resolve the issue with the School.

### Filing a Complaint

A complaint must be made in writing and signed by the complainant. The complaint must include the following:

- A statement that the School has violated a requirement of a Federal statute or regulation that applies to an applicable program.
- The date(s) on which the violation occurred.
- The facts on which the statement is based and the specific requirement allegedly violated (include citation to the Federal statute or regulation).
- A list of the names and telephone numbers of individuals who can provide additional information.
- Whether a complaint has been filed with any other government agency, and if so, which agency.
- Copies of all applicable documents supporting the complainant’s position.
- The name and address of the complainant.

Once the complaint is received by the School, it is copied and forwarded to the School Leader, school-level designee, and/or other appropriate party(ies).

## **Investigation of Complaint**

Within ten (10) days of receipt of the complaint, the School will issue a Letter of Acknowledgement to the complainant that contains the following information:

- The date the School received the complaint.
- How the complainant may provide additional information.
- A statement of the ways in which the School may investigate or address the complaint.
- Any other pertinent information.

The School will have sixty (60) days from receipt of all relevant information to complete an investigation and issue a Letter of Findings. If the Letter of Findings indicates that a violation has been found, a timeline for corrective action is included. The sixty (60) day timeline may be extended if exceptional circumstances occur. The Letter of Findings is sent directly to the complainant, as well as the other parties involved.

## **Right of Appeal**

If an individual, organization, or agency is aggrieved by the final decision of the School, that individual, organization, or agency has the right to request a review of the decision by the State Department of Education. The appeal must be accompanied by a copy of the School's decision and include a complete statement of the reasons supporting the appeal.

## Title I, Part A Specific Requirements

### Schoolwide Plan

#### ***Background***

The School has been designated as a “Schoolwide Program.” This allows Title I funding to be used for the benefit of every child. Federal guidance states that at-risk students do not have to be identified in schools operating a Schoolwide Program. A Schoolwide Program is a comprehensive reform strategy which focuses on the needs of all students in high-poverty schools (usually at least 40% free and reduced lunch students) to ensure proficient levels of student achievement. To attain Schoolwide status, the school must have a poverty rate of at least 40%. Once Schoolwide status is attained, it is not lost, even if the poverty rate subsequently falls below 40%.

Each Schoolwide Program school is required to develop, evaluate, and update a Schoolwide Plan (SWP). The SWP is developed with the input from multiple stakeholders, including School Leaders, teachers, parents, students, community members, etc. The SWP serves as the plan detailing the coordination of various Federal programs, identification of needs, and in-turn budgeting for such needs with Federal funds. The final design, implementation, and evaluation of the Schoolwide Program is decided by the Principal or school-level designee.

#### ***Updating Schoolwide Plans***

SWPs are reviewed and updated annually using prior year data, including the evaluation of all federal and state supplementary programs/services to determine the effectiveness and impact on student achievement. School Leadership, Federal programs manager, as well as community and parent stakeholders, are involved in the revision process. Updates take into account feedback from the Annual Title I Parent Meeting, Title I Planning Committee Meetings, and parent and employee surveys, among other resources.

#### ***Title I Planning Committee***

The School will invite stakeholders to be part of the Title I Planning Committee, which meets at least twice annually. At these meetings, the Title I Planning Committee, along with additional stakeholders, are given an opportunity to provide input on the SWP and/or School Improvement Plan, School-Parent Compact, and Parent Involvement Policy. Stakeholders who cannot attend the meeting are given the opportunity to obtain a copy of the SWP and/or School Improvement Plan, School-Parent Compact, and Parent Involvement Policy and submit input before the final revisions are approved.

The meeting(s) are announced via several different means, which may include WebMail, school newsletters, website, etc. It is the responsibility of the School Leader or school-level designee to:

- Arrange times to hold the meetings.
- Invite all stakeholders to the meetings (stakeholders include, but are not limited to, the School Leader, teachers, parents, students, community members, school leadership team, and the Board of Directors).
- Enable multiple ways of attendance (face-to-face, conference phone, LiveLesson, recording).
- Maintain related documentation (e.g., invitation(s), presentation, agenda, minutes, attendance sheets, etc.).

#### ***Student Achievement Data/Needs Assessments***

Data is compiled, reviewed, and discussed throughout the year at Professional Learning Community (PLC) meetings, Student Study Team meetings, data meetings, faculty meetings, leadership retreats, Title I Planning Committee Meetings, the Annual Title I Parent Meeting, etc. School staff meet and analyze

the data with the intent of improving instruction. The data reviewed includes subgroup data (e.g., ethnicity, economic status, EL, homelessness, special education, cohort status, on-time or late enrollments, etc.). The School Leader reviews the data with the school leadership team to identify and address areas in need of improvement. School leaders then discuss this information with all of the school staff to ensure that they fully understand the data presented. This data review is used to inform updates to the SWP. The School also conducts an annual survey that allows parents, students, and teachers/staff to provide input on the School’s policies and procedures, services provided, professional development provided, etc. The survey results are considered during the update of the SWP. The School, with support from Federal programs manager, Educational Services, School Support, and other departments, gathers all input and updates the SWP. The SWP may be submitted to the School’s Board of Directors (if one exists) for review and approval. Revision dates are clearly marked on the SWP.

**Identification of Title IA At-Risk Students**

On an ongoing basis throughout the year, the School Leader, counselor, teachers, and Federal programs manager have a process to identify Title IA at-risk students in accordance with the current definitions noted below (as of the 2015-16 school year). Proficiency on state summative assessments and local assessments is tracked and shared throughout the year in staff meetings.

The school has access to PIMS reporting data that indicates which students meet which Title IA at risk criteria as noted by the state (see below). The report is available upon request at any time. This report is used for completion of the updates to the state databases.

***Title IA At Risk Criteria:***

A student is considered at risk if s/he meets the following criteria:

- (1) Assessment Proficiency - The student is not proficient in Reading, Math, or other state summative or formative assessments
- (2) The student is homeless

**OR**

- (3) Other Criteria - The student meets TWO of the following objective, academic criteria:
  - Does not meet attendance metric (75% attendance)
  - Does not meet performance metric (70% performance)
  - Does not meet participation metric (75% participation)
  - Student has been retained
  - Student is FARM eligible
  - Student is migrant/migratory
  - Student will not graduate within 4 years.
  - Teacher recommendations for K-2 students.
  - Student is a teen parent
  - Student is a pregnant teen
  - Student is a victim of abuse

**Student Selection for Intervention Programs**

The School employs a multi-tiered intervention model (Response to Intervention, or RtI) so that all students have access to the instructional resources they need to be successful. The school's Student Support Team (SST) meets on a regular basis to discuss students who are struggling academically to develop an intervention plan, review student progress, and determine strategies for improvement, which may include use of Tier 2 - Supplemental Programs and Supports or Tier 3 - Supplemental Alternative

Programs depending on the student's needs. To ensure that all students are identified, every enrolled student is assigned a Student Status (On-Track, Approaching Alarm, or Alarm) that is continuously updated based on attendance, assignment completion, contacts, and performance. This student status is displayed on the parent and teacher home pages for instant identification of potential problem areas. A status other than "On Track" indicates non-compliance of increasing degrees and/or failure to improve despite intervention by school staff according to the Escalation Process. In the Escalation Process, the teacher and other relevant school staff meet to discuss the reported concerns and suggest strategies to bring the student back "On Track". Some strategies are: calls to the parent to discuss the issue, adjustments to the schedule, intensive work on specific skills, or - in more serious cases - a conference with school administration. In the most serious of cases, a site visit with the parent and student may be advisable.

The school utilizes a Response to Intervention (RtI) model that identifies students who are not progressing in classes for additional interventions. The first state of intervention is provided by the classroom teacher, based on the at-risk indicators described above. If this level of intervention is insufficient to make progress, the student is referred to the Student Study Team (SST) for additional determination of need and intervention. Students are assessed through universal screening, informal diagnostic screeners, progress monitoring, and data management and reporting. This assessment data is analyzed through regular discussions between teachers, administrators, and counselors. The SST determines each referred student's current skill levels and any strategies they have utilized to support the student's academic progress. If the SST determines that additional interventions are appropriate, the student is assigned to an intervention teacher who will provide additional interventions and monitor progress. Determination of the most appropriate services for the student is decided by the SST based on need and availability of resources. Economically disadvantaged, learning disabled, LEP, and migrant students are selected on the same basis as all other students and will not be excluded because they may be receiving other services.

## **Parental Involvement**

### ***Overview***

The School has an on-going commitment to our Title I parents. Parental involvement is the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities. The School's goal is to ensure that our Title I parents and their children receive the services and assistance that will lead to improved academic achievement. The School recognizes that parents are an integral part of a child's success in school, starting with the concept of being the child's first teacher. Towards this goal, the School will assist parents of all socioeconomic levels in solidifying their ongoing commitment to their child's success.

Many opportunities are provided for building strong parent capacity. The purpose is to ensure effective involvement of parents and to support a partnership among the School, parents, and the community to improve student academic achievement through, at a minimum, the following activities: Annual meetings, Conferences, email communications, phone calls, parent workshops and activities, webinars (LiveLessons), open houses, annual notification of school status (formerly AYP), website information and Board of Director meetings.

***Capacity for Parent Involvement***

Information is provided to school personnel and parents on how to build parent capacity through presentations made during meetings, response to parent needs on surveys, and student. The Principal or school-level designee considers and plans based on the six requirements for building capacity by answering the following questions:

- What strategies/materials have been offered to parents on understanding academic content standards?
- What training has been offered to parents related to literacy and the use of technology?
- How have faculty and staff been encouraged to communicate with and involve parents in their child’s education?
- What efforts have been made to foster parental involvement in Pre-K programs, when applicable?
- What attempts have been made to communicate parental involvement information to parents using a language that parents can understand?
- What other support do parents receive for parental involvement activities?

***Parent Notifications and Communications in an Understandable and Uniform Format***

When parents mark on the enrollment form, or otherwise notify the school, that they need correspondence in another language, to the extent practical, efforts are made to provide either written support or support through an interpreter. Furthermore, all parent communications are written in a format so that the content is uniform and easily understandable and accessible.

***Parent’s Right to Know Letter***

As required by federal law, parents are informed within the first 2 months of the school year, of their rights to know the qualifications of their children’s teachers. Parents may request and receive information regarding:

- Whether the teacher has met state qualifications for the grade levels and subject areas in which the teacher teaches.
- Whether the teacher is teaching under emergency or other provisional status.
- The baccalaureate degree of the teacher and any other graduate certification or degree held by the teacher and the field or discipline of the certification or degree.
- Whether the student is provided services by paraprofessionals, and if so, their qualifications.

This notification is distributed to all parents via email with a “read receipt required” and as a “must read” (if possible). The notification includes the telephone number and email address of the person to contact if the parent has any questions or concerns.

***Highly Qualified Status Communication***

As required by federal law, if a student has been taught for four or more consecutive weeks by a teacher who is not HQ, a notification must be sent home to the parents of that student indicating such. This notification is distributed to those parents via email with a “read receipt required” and as a “must read” (if possible). Federal programs manager assists the school with monitoring HQ status changes throughout the school year.

***Parent Involvement Policy and School-Parent Compact***

The Parent Involvement Policy and School-Parent Compact are aimed at encouraging and enhancing the vital importance of the involvement of parents in their child’s education. The Parent Involvement Policy is aligned to the requirements in Section 1118 of NCLB and describes what the School will do to encourage parental involvement. The School-Parent Compact outlines the responsibilities of the teachers, parents, and students, reflects the School’s commitment to parents, affirms and assures the rights of

parents to participate in the development of the goals and objectives of the School and encourages parental involvement in all areas of their children’s educational experiences.

The Parent Involvement Policy and School-Parent Compact are reviewed and revised annually by several groups of stakeholders including, but not limited to, the School Leader, teachers, parents, students, community members, school leadership team, Federal programs manager, and the Board of Directors. The Parent Involvement Policy and School-Parent Compact may be reviewed at the Title I Annual Parent Meeting and the Title 1 Planning Committee Meetings. Stakeholders who cannot attend the meetings are given the opportunity to obtain a copy of the Parent Involvement Policy and School-Parent Compact and submit input before the final revisions are approved. The Parent Involvement Policy is approved annually by the Board of Directors. Revision dates are clearly marked on the Parent Involvement Policy.

As required by federal law, the Parent Involvement Policy and School-Parent Compact are distributed to all teachers, parents, and students within the first two months of the school year via email with a “read receipt required” and as a “must read” (if possible). A link to the Parent Involvement Policy and School-Parent Compact is included in the School’s Handbook, which is available 24/7 via the school’s website. The School is also encouraged to distribute information about parent engagement via newsletters, home page banners, and at field trips or other face-to-face events.

### ***Title I Annual Parent Meeting***

The School holds at least one Title I Annual Parent Meeting during the school year that is open to all parents. The Title I Annual Parent Meeting is used as an outlet to:

- Provide a brief overview of Title I (the School may also talk about Title IIA and/or IDEA funding, when applicable)
- Explain how funding is being spent
- Go over parent involvement expectations

The meeting(s) may be announced via several different means, including email, school newsletters, school banner messages on the website, etc. It is the responsibility of the School Leader or school-level designee to:

- Arrange times to hold the meetings.
- Invite all stakeholders to the meetings (stakeholders include, but are not limited to, the School Leader, teachers, parents, students, community members, school leadership team, and the Board of Directors)
- Enable multiple ways of attendance (face-to-face, conference phone, LiveLesson, recording).
- Maintain related documentation (e.g., invitation(s), presentation, agenda, minutes, attendance sheets, etc.).

### ***Annual Title I Parent Survey***

The Annual Title I Parent Survey is conducted every school year and is sent to all currently enrolled families at the School. The survey may be advertised via several different means, including email, school newsletters, and school home page on the website. The survey includes questions specific to Title I and parental involvement activities as well as questions about accessibility, curriculum, etc. The results of the survey are shared among several groups of stakeholders, including, but not limited to, the School Leader, teachers, parents, students, community members, school leadership team, and the Board of Directors. The survey results are used to inform future decisions related to the School’s activities, including those related to Title I and parental involvement.





## Title II, Part A Policies and Procedures

As a precondition to receiving federal funds, recipients must have effective administrative and financial internal controls. As described in 34 CFR Part 80, 2 CFR Part 215 and UGG, school districts must have written procedures for certain components of grant administration. This section of the Manual documents special provisions related to Title II, Part A

Title IIA, Part A funds are used only for those professional development activities that are supplemental to the school's required professional development. (See more about determining allowability in the Allowability section of this manual.)

### Professional Development Plan

Professional learning activities are implemented to enable teachers to become or continue to be highly effective and successful classroom teachers. Needs assessment and planning are ongoing throughout the year in collaboration with School Leaders, teachers (including those teaching students with special needs), other relevant school personnel, parents, Board members, and school leadership. Besides formal training sessions (usually online) and participation in professional learning communities (PLCs), professional learning activities may also include external conferences, presentations and discussions at school faculty meetings, and times set aside during the beginning- and end-of- year for staff training activities.

The School's new and returning teachers are required to complete certain professional development courses throughout their time of employment. The school uses Vector trainings as well as in-house training to support new, school-based staff and focuses on making data-driven instructional decisions, identifying risk factors that may require more intensive instructional interventions, monitoring student performance based on data available at different points in the school year, and providing teachers with strategies for giving effective feedback to students and evaluating evidence of learning.

Reach also offers an array of optional PL sessions. These sessions are for all employees who are looking to expand their professional knowledge and are designed for specific content areas, grade level teams, or experience levels. The sessions are offered as multi-part series or stand-alone sessions, depending on their content.

At the start of each year, school leaders are required to complete a Professional Development Plan which documents which staff are required to take each PL series session and any of the optional sessions selected by the staff, including school-offered sessions or outside Professional Development conferences or trainings. Throughout the year, as additional sessions are offered by Reach and/or outside vendors, and as needs are identified, the Professional Development Plan is updated.

### Needs Assessment and Professional Learning Evaluation/Assessment

The following describes the data sources and tools which are utilized on an ongoing basis to assess teacher need based on student performance and student need which drives the planning and implementation of professional development:

- **Formal Teacher Surveys:** Teachers are asked to rank specific areas in which they need additional support and development.
- **Informal Teacher Feedback:** Teachers collaborate weekly in grade level PLC groups and document successes/challenges and needs within their training groups which is tracked by

members of school level administration and training coordinators. All teachers have regular conferences with their managers at which their needs, challenges, and support systems are discussed. This information is aggregated and impacts further development activities.

- **Formal Parental and Student Feedback:** A formal parent survey is conducted annually and asks parents to share information directly related to both their experience and that of their students to online learning, instructional methods and contact, and resources. The results of this survey are used to formally assess progress towards school goals.
- **Ongoing/Informal Parental and Student Feedback:** Parents (and students) have the ability to provide specific, course level feedback at any time. This data is quantified, shared, and used to guide the planning of professional development.
- **Student Performance:** Students in grades 1-9 complete formative assessments three times per year. This data, as well as aggregate patterns of student performance, are accessible at all times to all teachers. Decisions regarding professional development needs are based in part on these results, as well as student grades and other observational data.
- **Special Populations:** The School evaluates the level of assimilation and the performance of ELL, Gifted, SPED, and 504 students including grades, attendance, participation (lesson completion rates) and other at-risk criteria so the School can ensure that students receive additional monitoring. These data also help the school identify areas in which they are struggling, and in which teachers need additional support.

To determine if Title IIA funded activities are effective in addressing identified needs, the School Leader collects and reviews the above mentioned relevant reports to ensure all data is collected, reviewed and utilized when making decisions in regards to teacher effectiveness, placement and future professional development needs. Every funded activity requires a SMART Goal to measure effectiveness. This is also done in conjunction with the School Support Department to ensure all procedures are implemented and effectiveness is tracked and used to inform decisions.

### **Professional Development is Research-Based**

The Professional Development Plan, including those activities funded through Title IIA funds, must be vetted through the School Leadership team with final approval from the Board of Directors. The vetting process requires activities to be based on sound educational research that demonstrates a positive impact on student achievement in the areas of identified need and that the activities are consistent with Common Core Standards. Professional development activities and courses are developed and continue to be enhanced each year based on the International Association for K-12 Online Learning (iNACOL) *National Standards for Quality Online Teaching*. Those standards are based on "...a thorough literature review of the existing online teaching quality standards" (iNACOL, page 3) as well as input from experts in online teaching and learning.

Other research, which is part of the process for developing professional development, is The Measures of Effective Teaching (MET) project (January 2013). Project findings which inform professional development include the following:

- Possible to identify great teaching by combining three types of measures
  - classroom observations
  - student surveys
  - student achievement gains
- Conditions for Success
  - Measure Effective Teaching
    - Set Expectations

- Use multiple measures
- Balance weights
- Invest in Improvement
  - Make meaningful distinctions
  - Prioritize support and feedback
  - Use data for decisions at all levels
- Ensure High-Quality Data
  - Monitor validity
  - Ensure reliability
  - Assure accuracy.

This means that:

1. Professional Development should be intensive, ongoing, and connected to practice.
  - a. Less value in stand-alone PD workshops
  - b. Teachers need time to try out ideas in the classroom and reflect on the results
  - c. Intensive professional development, especially when it includes application of knowledge to teachers' planning and instruction, has a greater chance of influencing teaching practices and, in turn, leading to gains in student learning.
2. Professional Development should focus on student learning and address the teaching of specific curriculum content.
  - a. PD is most effective when it is aligned to the concrete everyday challenges involved in teaching and learning the specific subject matter, rather than abstract educational principles.
  - b. Teachers are more likely to try classroom practices that have been modeled for them in professional development settings.
  - c. Teachers feel PD is most valuable when it provides opportunities to do hands-on work that builds their knowledge of academic content and how to teach it to their students.
3. Professional Development should align to school improvement priorities and goals
  - a. If teachers sense disconnect between what they are urged to do in a PD workshop and what they are required to do according to local curriculum guidelines, assessment practices and so on, then the PD tends to have little impact.
4. Professional Development should build strong working relationships among teachers.
  - a. Research shows that when schools are strategic in creating time for teachers to work together collaboratively they are more willing to share practices and try new ways of teaching.
  - b. PLCs- shared sense of purpose and responsibility for student learning.

### **Evaluation of Effectiveness**

It is impossible to show a direct cause and effect between professional development and student achievement. However, there is ample research which shows that effective professional development should be expected to have a positive impact. For example, Learning Forward, formerly the National

Council for Staff Development, completed research which demonstrated that sustained and intensive professional learning for teachers is related to student achievement gains.

- Programs that offered substantial contact hours of PD (ranging from 30-100 hours) showed a positive and significant impact on student achievement gains.
- Intensive PD efforts that offered an average of 49 hours a year boosted student achievement by approximately 21 percentile points.
- Efforts that involved a limited amount of PD (ranging from 5-14 hours in total) showed no statistically significant effect on student learning.

Similarly, *The Measures of Effective Teaching (MET)* project, a three-year study, released its third and final report in January 2013 and presented research which further substantiates the link between “great teaching” and student achievement gains. Therefore, a key focus at the school is, as described above, to ensure that ongoing and thoughtful assessment of how teachers apply and improve their teaching.

# Coversheet

## Approval of Agreement with Khan Academy

**Section:** VI. Action Items  
**Item:** D. Approval of Agreement with Khan Academy  
**Purpose:**  
**Submitted by:**  
**Related Material:** Khan Academy Service Order\_Khanmigo Terms.pdf  
Khan Academy Privacy Policy.pdf

**SERVICES ORDER FOR REACH CYBER CHARTER SCHOOL**



The scope of services to be provided include Khan Academy District services and Khanmigo for Districts service. The services will be provided pursuant to Khan Academy’s **Terms of Service for the District Service** and the **Khanmigo Addendum**, which are located at Attachment 1 and Attachment 2 respectively and incorporated herein by reference. This order, together with the Terms of Service and Khanmigo Addendum, are referred to as the “Agreement.”

The Khan Academy District services consist of rostering support for schools and teachers, access to Khan Academy district administrator reports, implementation support and priority technical support for Customer’s teachers, together with professional development/training and other services set forth below.

**ORDER INFORMATION**

Product	Quantity	Grades	Subjects	Rostering Service	Fees
Khan Academy Districts	400	8th Grade	Math, Science*	Clever	\$10 per student <b>Total: \$4,000</b>
Professional Development	4 live virtual hours	Professional development sessions will be selected from your customized learning plan.			Included

Product	Quantity**	Allocation: Grades	Fees***
Khanmigo for Districts - <b>Teaching Assistant</b>	10 teachers	8th Grade	\$72 Per teacher Total: \$720
Khanmigo for Districts - <b>Student Tutor</b>	400 students	8th Grade	\$60 per student: Total \$24,000  <b>Contract Fees for Khanmigo for Districts: \$24,720</b>
Khanmigo for Districts - <b>Administrator</b>	2	Administrator account can be allocated to either school or district administrator at the election of Customer	Included
Khanmigo for Districts - <b>Required Professional Development</b>	2 hours of live virtual training	Required professional development on the use and implementation of Khanmigo	Included
<b>Total Contract Fees for Khan Academy Districts and Khanmigo for Districts: 28,720</b>			

**Licenses:** Services will be provided to the number of students set forth above, and their associated teachers.

**\*Subjects:** Subjects are identified for rostering and implementation support. Upon notice to (and approval by) Khan Academy, Customer may request a change to the indicated subjects.

**\*\*Quantity:** The individuals assigned Khanmigo for Districts will be implemented at the school level. Khanmigo for Districts - Teaching Assistant is a precondition for implementing Khanmigo for Districts - Student Tutor. In other words, a school cannot have Khanmigo for Districts - Student Tutor without implementing Khanmigo for Districts - Teaching Assistant, and all students accessing Khanmigo need to have a teacher with Khanmigo for Districts - Teaching Assistant.

**Term:** Services are provided for a term of one year, commencing on August 1, 2023, and ending on July 31, 2024. Under no circumstance shall the term of the contract extend beyond July 31, 2024 without a written amendment to this Agreement executed by the Parties in writing (including a renewal purchase order).

**Fees:** Total fees (excluding those for any additional professional development) are calculated based on the number of student licenses. Except as agreed between the parties in writing, each party will bear its own expenses. Discounts or fee waivers are one-time only and apply only to the Term specified in this Order.

**Khanmigo for Districts Fees:** The per-teacher amount represents a 20% discount from the standard Khanmigo for Districts Teaching Assistant add-on subscription price (\$90.00 per teacher). The \$72 price per teacher for the Khanmigo for Districts Teaching Assistant add-on is a special price offered for the first year only. The per-student amount represents a 33% discount from the standard Khanmigo for Districts Student Tutor add-on subscription price (\$90 per student). The \$60 per student price for the Khanmigo for Districts Student Tutor add-on is a special price offered for the first year only.

Khanmigo for Districts provides Customer a fixed allocation of up to 553,000,000 total tokens per academic year, with a daily individual allocation of up to 40,000 tokens per user.

Customer		Khan Academy	
<b>Customer Name</b>	Reach Cyber Charter School	<b>Company Name</b>	Khan Academy
<b>Address</b>	750 East Park Drive Suite 204	<b>Address</b>	P.O. Box 1630
<b>City/State/Zip</b>	Harrisburg, PA. 17111	<b>City/State/Zip</b>	Mountain View, CA 94042
<b>Primary Contact</b>	Corey Groff	<b>Primary Contact</b>	Jason Hovey
<b>Email</b>	cgroff@reachcyber.org	<b>Email</b>	jasonhovey@khanacademy.org



<b>Phone</b>	1 (866) 732-2416	<b>Phone</b>	415-309-6851
<b>Billing Contact Name</b>		<b>Billing Contact</b>	Accounts Receivable
<b>Billing Contact Email</b>		<b>Billing Email</b>	invoice@khanacademy.org

**SIGNATURES**

The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

By its signature below, each party confirms its acceptance of the proposal set forth herein. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party. This proposal will become binding upon the signature of both parties.

**Khan Academy, Inc.**

**Customer: Reach Cyber Charter School**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

## Attachment 1

### Khan Academy Districts Terms of Service

Set forth below are the Terms of Service ("TOS") made between Khan Academy, Inc., a 501(c)(3) organization ("Khan Academy" or "we" or "us") and a school, school district or other local education agency entity (each, an "LEA") subscribing to Khan Academy Districts ("Customer" or "you"). This TOS governs the use of the Khan Academy Districts service (the "District Service").

The District Service is a premium, subscription-based service that is offered as a complement to Khan Academy's website located at <http://khanacademy.org> and related mobile applications and online services (the "Website").

Access to the Website and use of the standard features is provided free of charge. Through the District Service, Khan Academy provides (i) enhanced features to facilitate set-up, management, and use of Website accounts for use in the classroom; (ii) implementation assistance and training for Users registered as teachers, school leaders, aides, or other similar personnel ("School Personnel"); (iii) priority technical support for classroom use of the Website; and (iv) data insights on Website usage and performance through a district administrator reports.

As used herein, visitors and users of the Website (including students, teachers, and parents) are referred to individually as "User" and collectively as "Users" and accounts held by those persons are referred to as "User Accounts."

#### 1. **Subscription Terms.**

1.1 **Subscription Terms.** The District Service is offered to Customer for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms") set forth in the then-current quote or service agreement for the account. When using the District Service, you will also be subject to our Privacy Policy and any posted guidelines, policies or rules applicable to specific features of the District Service or use of the Website, which may be posted from time to time (collectively the "Guidelines"). The Account Terms, this TOS and the Guidelines form a legal contract between Customer and Khan Academy with respect to the District Service and are referred to collectively as the "Agreement". Your account terms specify the scope of services provided, including by reference to the number of accounts, students, subjects or grade levels included in your subscription. Student accounts will be counted upon activation, and may not be shared or transferred among Students.

1.2 **Payment.** All fees are set forth in the Customer order form. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and fees are non-refundable. Customers may tender payment by wire transfer, check, or other methods at Khan Academy's discretion (contact us for details). Payment must be received by Khan Academy no later than thirty (30) days after Khan Academy issues an invoice. If Khan Academy does not receive payment within thirty (30) days, the invoice is past due and Khan Academy reserves the right to suspend access to the affected Customer account(s) and take collection action. Suspension of an account does not relieve the

Customer of its obligation to pay for the District Service for the full term of the subscription. Customer is responsible for paying all fees and applicable taxes, if any, associated with the District Service, including any sales, use, or value added taxes. All questions relating to payments and fees should be sent to [invoice@khanacademy.org](mailto:invoice@khanacademy.org).

1.3 **Licensed Students.** The Services are provided on a per-license, subscription basis. The concurrent number of students receiving access cannot exceed the purchased number of licenses by more than 5% or by more than 1000 students (collectively "Overage"). If Customer's rostered students exceed the purchased number of licenses by more than 5% or by more than 1000 students, Customer is obligated to either pay for any licenses that surpass the purchased amount or reduce its number of rostered students. Additional licenses may be added mid-subscription term and such additional licenses will be for a term concurrent with Customer's then-current subscription term and will terminate on the same date. Additional licenses rostered prior to January 1 will be priced at the same rate as the set forth in the current contract, and additional licenses rostered on or after January 1 will be priced at 50% of the rate as the set forth in the current contract; in each case, the licenses will be valid only until the end of Customer's current term.

1.4 **Implementation Calendar.** The standard service term is one year, commencing on August 1, and ending on July 31. Programmatic support services will be provided during the regular, full school year (exclusive of any summer session). The District may elect to continue updating its roster via a Rostering Service (as defined in Section 3.3(c) "Use of Clever Secure Sync or ClassLink") and working with students via Khan Academy accounts during the summer months after the end of the spring term, but that Khan Academy is not required to provide programmatic support for summer school programs.

## **2. District Admin Accounts.**

2.1 **Admin Accounts.** In order to access the administrator report features of the District Service, Customer must register for one or more accounts for use by School Personnel who will administer the LEA's use of the District Service ("Admin Accounts"). Admin Accounts are provided for the sole purpose of oversight, administration, account management and access to District Service administrator features. Any use of an Admin Account for other purposes is not authorized.

2.2 **Administrator reports.** Admin Accounts provide access to district- and school-level data insights via administrator reports. Usage and performance data will provide views of student account activation & usage as well as skill progress on Khan Academy. Admin Accounts assigned to principals and other school-site administrators will provide access to data for students and teachers in the relevant school, and Admin Accounts provided to district-wide administrators will provide access to Khan Academy data for all the students, teachers, and schools in the relevant district.

2.3 **Account Access.** Each authorized administrator will register for a separate account. Customer is solely responsible for maintaining the confidentiality of each Admin Account and access credentials for use of the accounts, and Customer accepts responsibility for all activities that occur under such accounts and access credentials. If you have reason to believe that any Admin Account or User Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure of use of the account ID, password or other access credential), then you will promptly notify your designated Khan Academy account representative. You may be liable for the losses incurred by Khan Academy or

others due to any unauthorized use of Admin Accounts and/or User Accounts.

2.4 Limitations on Use. The District Service and Website are provided to you for educational purposes as part of the instructional program for schools in your LEA. You must use the District Service and the Website in compliance with all applicable laws, rules, regulations, and District policies. You will not reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the District Service, the Website, or access to the District Service or Website.

### **3. User Accounts.**

3.1 User Account Terms. User Accounts are provided free of charge to students, teachers, and other authorized School Personnel. User Accounts and use of the Website are governed exclusively by the Khan Academy Website Terms of Use ("Website TOS") and Privacy Policy.

3.2 Use of Student Data; Customer Responsibility for Parental Consents and Notices.

(a) Customer is familiar with and will be responsible for compliance with the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about Users in your LEA (collectively, "Applicable Privacy Law").

(b) Customer assumes sole responsibility for providing appropriate disclosures to students using Khan Academy for classroom use ("Students") and their parents regarding Student use of the Website, our Website TOS, and our Privacy Policy, including any notices required by the Children's Online Privacy Protection Act of 1998 ("COPPA"), FERPA, or other Applicable Privacy Law. Customer is responsible for complying with all parental notice requirements and parental requests regarding collection, use and disclosure of Student personal information, except as provided in Section 3.7 (Access Requests).

(c) Customer assumes sole responsibility for obtaining any consents required from parents or guardians, to the extent required under COPPA, FERPA or other Applicable Privacy Law, in connection with the District Service, use of the Website for classroom use (including use of Linked Accounts referred to in Section 3.5 (Personal Accounts)), and disclosure of personally identifiable information to Khan Academy in connection therewith. Customer represents and warrants to Khan Academy that, prior to the creation of accounts under Section 3.3 (School Accounts), either:

- i. it has obtained all necessary parent or guardian consents, or
- ii. it has complied and will comply with all applicable requirements of an exemption from or exception to parental consent requirements, including:
  - under FERPA, Customer has complied and will comply with the "school official" exception, or the "directory information" exception thereunder; and
  - under COPPA, with respect to Students under the age of 13, Customer is acting as the agent of the parent and consenting on their behalf to the sharing of the Student's personal information.

3.3 School Accounts.

(a) Account Set-up and Rostering. Each Student and School Personnel requiring access to the Website for classroom use will be registered with a Khan Academy account associated with your LEA. Khan Academy will facilitate the creation of individual accounts and assign Students to initially

designated classes solely at Customer's direction and in accordance with its instructions. Customer is solely responsible for providing Khan Academy with access to complete and accurate information required to facilitate account set-up and fulfill rostering requirements, and for maintaining the accuracy of such data. Such information will include information necessary to separately identify accounts to be held by Students under age 13 and age 13 or above (either, "Student Accounts"), and by School Personnel ("Teacher Accounts" and, together with Student Accounts, "School Accounts"). Khan Academy will attempt to identify and include in the LEA roster any pre-existing School Accounts that match the rostering data provided by Customer, rather than creating new accounts for those Users. Customer understands and agrees that Students are bound to the Website TOS.

(b) Updates. Rosters will be updated regularly based on updated information provided by Customer. Upon termination of School Personnel employment with your LEA, such School Personnel must return and cease using all login details they have in their possession. If at any time Customer learns that a User claims to be affiliated with your LEA who is not, in fact, affiliated with your LEA, or that a parent has refused or rescinded any parental consent required for Student use of the Website, or otherwise become aware of any errors in roster information, Customer will notify Khan Academy and will take prompt action to correct the roster data.

(c) Use of Clever Secure Sync or ClassLink. Support for rostering and account set-up will be provided through Clever Inc.'s Secure Sync service or ClassLink, Inc. Roster Server (each a "Rostering Service"). Customer acknowledges that use of the District Service is contingent upon Customer rostering through the Rostering Service. Customer's use of the Rostering Service is subject to the terms and conditions of the agreement between Customer and the Rostering Service, and Khan Academy assumes no liability for claims or damages resulting from Customer's use of the Rostering Service. Subscriber confirms its instruction to roster students based on the data provided to Khan Academy via the Rostering Service. Customer may not change the Rostering Service during the subscription term.

3.4 Integrated Service. Khan Academy may enable you to interact with the Website through, or otherwise associate the LEA's accounts with, certain third party services, including third-party rostering, authentication or single sign-on services, such as Google Accounts, ClassLink or Clever, or other sites providing supplemental educational materials, programs or services (and of these, as "**Integrated Service**"). By registering for the Website using (or otherwise granting access to or approving use of) an Integrated Service, Customer agrees that Khan Academy may access, store and use data obtained through the Integrated Service consistent with our Privacy Policy, and may disclose data to the Integrated Service if you use the Integrated Service to receive data. Customer agrees to any and all terms and conditions of the Integrated Service regarding use of the Website and District Service via the Integrated Service. Khan Academy does not endorse any particular Integrated Service, and Customer and associated account holders are solely responsible for interactions with the Integrated Service that occur as a result of accessing the Website or District Service through the Integrated Service. Khan Academy does not control the practices of Integrated Services, and you are advised to read the privacy policy and terms and conditions of any Integrated Service that you use to understand their practices. ACCESS AND USE OF INTEGRATED SERVICES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THOSE SERVICES, IS SOLELY AT YOUR OWN RISK.

3.5 Personal Accounts.

(a) Linked Accounts. Students and other School Users may have personal accounts (i.e., accounts

associated with an email address other than the applicable LEA account or School email address) in addition to School Accounts. Khan Academy may (but is not required to) permit a User to associate a personal account with their School Account, by using the login credentials associated with a personal account to join a class or use the account for school-directed learning. If a User chooses to associate a personal account with their School Account, the two accounts will be deemed "Linked" Accounts, and the User's learning activity (information regarding use of the Website generated by the User through the use of the Website), whether generated during or outside of the school use, may be viewed by any person with access to either account. "Linked" Accounts are not separately functioning accounts; they permit access to a singular Khan Academy account using more than one account interface or set of access credentials. Linked Accounts may benefit Students who want to use the Website for both personal and School purposes, by allowing School Personnel to have a deeper understanding of Student progress, and by allowing Users to keep track of all of their Khan Academy learning activity on an aggregate basis. The User's election to enable Account Linking must be made, if at all, in connection with the initial account registration and rostering process for a given school year.

- (b) Khan Academy Activity in Linked Accounts. Upon any termination of the School Account by authorized School Personnel, the User's learning activity (including any learning activity from school use) will be retained in any Linked personal account.
- (c) User-Generated Content. Prior to termination of School Accounts, Khan Academy may invite Users, or parents or legal guardians of Students, to establish and maintain a personal account for purposes of retaining any content generated or provided and owned by Users under the Website TOS (including such User's learning activity). Any such personal accounts will be established under Khan Academy's standard account opening process, including parent consent for Users under the age of 13.

3.6 Student Records. In the course of providing the District Service, Customer may provide Khan Academy with access to certain Student Records. "Student Records" are information relating to a student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the student with reasonable certainty, and is (i) provided to Khan Academy by the Customer, Students or parents of Students, or (ii) collected by Khan Academy from Customer, Students or parents of Students, in each case, during the provision of the Service to Customer pursuant to this Agreement. Student Records may include "education records" as that term is defined under FERPA. Customer represents and warrants that it is authorized to provide such data to Khan Academy. Khan Academy confirms that Student Records will be maintained and used in accordance with Khan Academy's Privacy Policy and any separate Data Protection Agreement (a "DPA") entered into by and between Customer and Khan Academy. Student Records shall not include de-identified data or information that has been anonymized, including data regarding a Student's use of the Website.

3.7 Access Requests. Khan Academy shall cooperate and assist Customer in responding to requests made by a parent, legal guardian or eligible student for the review of personally identifiable information contained in the related Student Records and to correct erroneous information, consistent with the functionality of services. In the event that a parent/legal guardian of a student or eligible student contacts Khan Academy to review Student Records (other than information that may be accessed in a parent account that is associated with that Student), Khan Academy may refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information. Khan Academy may provide direct assistance parent or guardian with respect



to information that may be accessed in the parent account.

**4. Programmatic Support Services.** The Service includes technology-enabled online services and additional support services. We refer to additional support services provided by Khan Academy personnel described in Section 4.1 and 4.2 below as “Programmatic Support Services.”

- 4.1 Professional Development. Training will be provided via an on-demand course available on Khan Academy’s Website. Any additional training will be identified in the customer order and will be provided remotely (unless otherwise agreed between the parties, with all training and consultation will be provided remotely, via webinar, conference call or similar online / remote format. To the extent that in-person training is offered, Khan Academy reserves the right to postpone or or substitute on-line/remote sessions as may be necessary or prudent for health and safety reasons (including but not limited to Covid risk conditions).
- 4.2 Relationship Manager. Relationship management is provided via email support and up to one scheduled meeting per month. The role of the relationship manager is to assist with implementation strategy and to act as a liaison to address district needs. Requests for technical support will be referred to the customer support team for resolution. Assistance with individual technical support will be provided by the customer support team via Khan Academy’s online help center. To help provide smooth implementation, the relationship manager will offer the opportunity for a meeting approximately one month after the launch of the District Service. Notwithstanding anything to the contrary, if the Customer is a school (and not school district), this section does not apply.
- 4.3 Technical Support. Technical support for teachers and staff is provided by the Khan Academy customer support team via our online help center. Users with support needs will be required to submit them via an online help center portal. All District teachers and staff will be tagged based on their district-provided email domain to receive top-tier priority technical support within the Khan Academy help center (this support tier is available to Khan Academy Districts customers but is not exclusive to any one district).

**5. Course Content; Proprietary Materials**

5.1 Course Content. Customer will select one or more primary subject areas for implementation and programmatic support, which will be specified in the customer order or contract. In addition, Customer will have access to other available Website content. The partnership manager can assist in providing guidance on how to align Khan Academy content for the primary subject area(s) to the scope and sequence of the Customer’s specific curriculum, Services do not include custom alignment or creation of custom content. Requests for custom course curation or new content will be handled by the relationship manager, and resolved in Khan Academy’s sole discretion; additional fees may apply.

5.2 Proprietary Materials; Licenses. The Website and District Service are owned and operated by Khan Academy. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, training materials, professional development resources, and all other elements of the Website and District Service (the “**Services Materials**”) are protected by United States and international laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any content provided and owned by Users under the Website TOS, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the

Website or District Service are owned by or licensed to Khan Academy, and Khan Academy reserves all rights therein and thereto not expressly granted to Users under the Website TOS.

5.3 **Permitted Use: Prohibited Conduct.** Subject to this TOS and Customer's payment of all applicable fees for the District Service, School Personnel may access and use the District Service, solely through their School Accounts, and solely for Customer's educational purposes. You shall not, nor permit any of your authorized Users to, use, or permit the use of, the educational videos, exercises, and related supplementary materials that are owned by Khan Academy or its third-party licensors (the "**Licensed Educational Content**") made available on the Website, or any educational, user-readable source code in connection with the "Computer Science" modules or exercises available on the Website (the "**Licensed Educational Code**"), except as permitted under, and pursuant to, the Website TOS. You shall not, nor permit any of your authorized Users to, engage in any conduct using the Website that is "Prohibited Conduct" under the Website TOS.

6. **Confidentiality.** Your Account Terms, any quotes or proposals relating to your account, and any product, security or compliance documentation provided to you, include information that is proprietary and confidential to Khan Academy. You will keep such terms, quotes or proposals confidential, and to not disclose such terms, quotes or proposals to any third party, to the fullest extent permitted by law.

7. **Indemnification.** To the extent permitted by applicable law, you will indemnify, defend, and hold harmless Khan Academy, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners ("Khan Academy Parties") from any judgements, settlements, losses, damages, liabilities, costs and expenses of any kind (including legal fees and expenses), from any claim or demand brought against Khan Academy by a third party relating to or arising from (i) your access to, use or misuse of the District Service; (ii) your violation of this Agreement, or any breach of the representations, warranties, and covenants made by you herein; (iii) your failure to comply with any international, federal, state or local law, statute, ordinance or regulation or which would render Company in violation of any applicable laws or regulations, including without limitation, COPPA, FERPA, or other Applicable Privacy Law, (including any failure to obtain or provide any necessary consent or notice), (iv) any use or misuse of the Website, violation of Website TOS or any other action related to School Users registered by you or at your direction; (iv) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, or (v) your breach or alleged breach of any interaction, agreement, or policy between you and any individual User or parent or guardian of a Student. Khan Academy will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it, and to provide you with reasonable assistance, at your request, in respect of the defense of such claim. Khan Academy reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Khan Academy, and will cooperate with Khan Academy's defense of these claims. You will not settle any claim without Khan Academy's consent.

## 8. **Disclaimers; No Warranties.**

8.1 **No Warranties.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 8 (DISCLAIMERS; NO WARRANTIES), THE SERVICE, THE WEBSITE, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH THE SERVICE AND WEBSITE ("COLLECTIVELY THE "KHAN ACADEMY OFFERINGS" ), ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE



KHAN ACADEMY PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN PARTICULAR, KHAN ACADEMY AND THE KHAN ACADEMY PARTIES DO NOT WARRANT THAT THE KHAN ACADEMY OFFERINGS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE TIMELY, SECURE, ACCURATE, OR BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. KHAN ACADEMY EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM RELIANCE ON THE DATA THAT MAY BE ACCESSED IN THE ADMINISTRATOR REPORTS OR PRESENTED IN ANY USAGE REPORTS OR INSIGHTS THAT KHAN ACADEMY MAY SHARE REGARDING SCHOOL USE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KHAN ACADEMY OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

8.2 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF DATA, CONTENT, AND MATERIALS, IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

8.3 Limitations Under Applicable Law. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

9. **Limited Warranty.** Khan Academy warrants, during the Term, that the District Service delivered by Khan Academy, when used in accordance with the terms of this Agreement, will substantially perform in accordance with the District Service Documentation made available to Customer by Khan Academy. "Documentation" means the description of services set forth in Customer's agreement, including technical specifications, but excludes any marketing materials or brochures. In the District Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Khan Academy within thirty (30) days of discovery of such non-conformity, then Customer's sole and exclusive remedy is that Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) terminate this Agreement with respect to the non-conforming District Service and provide Customer a refund representing the portion of any fees previously paid by Customer for the unused portion of the terminated District Service measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the District Service resulting from (a) use of the District Service or Website in a manner not in accordance with the Documentation, this TOS or the Website TOS; (b) faults or liabilities disclaimed pursuant to the this TOS or the Website TOS; (c)

improper or inadequate maintenance of Customer's own computers, computer networks, operating environment, security programs, and internet connections; or (d) abuse of the District Service or Website.

## **10. Limitation of Liability and Damages.**

10.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL KHAN ACADEMY OR THE KHAN ACADEMY PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TOS, YOUR USE OF (OR INABILITY TO USE) THE KHAN ACADEMY OFFERINGS OR ANY OTHER INTERACTIONS WITH KHAN ACADEMY OR WITH THIRD PARTIES THROUGH OR IN CONNECTION WITH THE KHAN ACADEMY OFFERINGS, INCLUDING OTHER USERS, EVEN IF KHAN ACADEMY OR A KHAN ACADEMY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, KHAN ACADEMY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10.2 Limitation of Damages. IN NO EVENT WILL KHAN ACADEMY'S OR ANY KHAN ACADEMY PARTY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TOS, YOUR USE OF THE WEBSITE OR ANY KHAN ACADEMY OFFERING, OR YOUR INTERACTION WITH OTHER WEBSITE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE GREATER OF THE ACTUAL AMOUNT PAID BY YOU, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST CLAIM, OR ONE HUNDRED DOLLARS (\$100.00).

## **11. Modification of Terms.**

11.1 Terms Subject to Change. Except as provided in Section 11.2 below, Khan Academy reserves the right, at our discretion, to change, modify, add, or remove any portion of the Website TOS or this TOS at any time. Please check the Website TOS and any Guidelines periodically for changes to the Website TOS. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Website TOS or this TOS, Khan Academy will provide notice to you of such amended terms, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty (30) days after Khan Academy makes a reasonable attempt to provide you such notice, including by posting amended terms on the Website. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately.

11.2 Material Changes. Khan Academy will not make any material change to this TOS, or change how personal Information contained in Student Records is used or shared under this TOS during the term of this Agreement, without notice to you. If a change with respect to how personal Information contained in Student Records is used or shared under the Website TOS or the TOS has a material adverse impact on Student Users or Customer, and Customer does not agree to the change,

Customer must notify Khan Academy within thirty (30) days of receiving the notice of change as described under the "Miscellaneous - Notices" below. If Customer notifies Khan Academy as required, then the Customer will remain governed by the TOS in effect immediately prior to the change until the end of the then current term of the Agreement. If the Service is renewed, it will be renewed under Khan Academy's then current TOS and Website TOS. Disputes arising under the TOS will be resolved in accordance with the version of the TOS in place at the time the dispute arose.

## **12. Termination.**

**12.1 Termination by Customer.** Customer's only remedy with respect to any dissatisfaction with (i) the Website, (ii) any term of the TOS or the Website TOS, (iii) the District Service, (iv) any policy or practice of Khan Academy in operating the Website or District Service, or (v) any content or information transmitted through the Website, is to terminate the TOS and your account. You may terminate this Agreement at any time by providing written notice to your designated account representative, with any outstanding fees due upon the termination. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the current term. Unless Customer otherwise directs Khan Academy in writing, termination of District Service will not result in deletion of School Accounts or Student Records in such Accounts.

**12.2 No Refunds.** Customer understands and agrees that, except in the case of cessation of Website services, a termination at the option of Khan Academy pursuant to Section 8 (Disclaimers; No Warranties), or to the extent required by applicable law, fees will not be refunded in the event of Customer's early cancellation or notice of cancellation of the Agreement. In the event of an early cancellation due to cessation of Website services, or to the extent required by applicable law, Customer is responsible for all amounts due and payable before the date of early cancellation without proration or to the greatest extent permitted by law. The parties agree that Khan Academy's efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate. Any unused Relationship Management support and Professional Development sessions expire at the end of the term of the subscription.

**12.3 Termination by Khan Academy.** Khan Academy reserves the right to terminate the District Service at any time if Customer does not comply with the TOS, including in the case of non-payment. Khan Academy may terminate any User Account (or any part thereof) in accordance with the Website TOS, and reserves the right at any time and from time to time to modify or temporarily discontinue the Website (or any part thereof) with or without notice. These remedies are in addition to any other remedies Khan Academy may have at law or in equity.

**12.4 Data Access.** Admin Account access will be terminated at the end of the subscription term, unless the account has been renewed. Upon termination, Khan Academy may delete Admin Accounts and associated district-level administrator reports in accordance with this Agreement and the Privacy Policy. It is Customer's sole responsibility to request renewal of the Agreement to maintain continued access to the account and its associated data.

## **13. Miscellaneous.**

**13.1 Notices.** Any notice required under this Agreement shall be in writing and effective when

(i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (iv) delivered by email to the email address specified herein or in a Customer order, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

### **Notices to Khan Academy:**

Khan Academy, Inc.

P.O. Box 1630

Mountain View, CA 94042

Email: [notices@khanacademy.org](mailto:notices@khanacademy.org) For the purposes of Khan Academy, if physical notice is sent, a copy shall be provided to [notices@khanacademy.org](mailto:notices@khanacademy.org).

Notices to Customer shall be sent to the email and/or mailing address set forth in the "Contacts" section of the Customer order or Agreement, or if left blank, the address on file with Khan Academy.

13.2 Waiver. The failure of Khan Academy to exercise or enforce any right or provision of the TOS will not constitute a waiver of such right or provision. Any waiver of any provision of the TOS will be effective only if in writing and signed by Khan Academy.

13.3 Governing Law and Venue. Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of California, without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Santa Clara County, California. Customer consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, Khan Academy shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

13.4 Dispute Resolution. In the event of a Dispute, you or Khan Academy must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "**Notice of Dispute**"). Any Notice of Dispute must be sent as provided in Section 12.1 (Termination by Customer). You and Khan Academy will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Khan Academy may commence legal proceedings.

13.5 Severability. If any provision of the TOS is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the TOS to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

13.6 Assignment. Customer may not assign this Agreement to any third party without Khan Academy's prior written consent, which consent shall not be unreasonably withheld. This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

13.7 No Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

13.8 Representation of Signatories. Each person signing this Agreement and any purchase order or other contract for services associated herewith or governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective party.

13.9 Counterparts. The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

13.10 Entire Agreement. This Agreement and any separate Data Protection Agreement entered into by and between Customer and Khan Academy contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all subscriptions. If Customer issues a purchase order, then any such purchase order is for its internal purposes only, and any purchase order terms that conflict with (or purport to add to the terms of this Agreement or any Customer order issued by Khan Academy) will have no effect.

13.11 Survival. Upon termination of the TOS, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 1.2 (Payment), 2.4 (Limitations on Use), 3.5 (Personal Accounts), 3.6 (Student Records), 5 (Course Content; Proprietary Materials), 6 (Confidentiality), 7 (Indemnification), 8 (Disclaimers; No Warranties), 10 (Limitation of Liability and Damages), 12.2 (No Refunds), 13 (Miscellaneous).

KAD\_TOS\_05.2022

## Attachment 2 Khanmigo Addendum

Set forth below is the Khanmigo Addendum (“**Addendum**”) made between Khan Academy and Customer. This Addendum governs the use of certain new features, technologies, or services in development (“beta” previews or otherwise experimental prototypes) of Khan Academy’s AI enabled learning guide and AI enabled learning activities (“**Khanmigo**”). Terms used but not defined herein have the meanings assigned in the agreement currently in effect governing your subscription for the Khan Academy Districts Service (“**Customer Agreement**”).

### 1. Pilot Program.

1.1 Purpose. Customer understands and acknowledges that Khanmigo is offered as part of a pilot program (“**Pilot**”) that will allow Customer to access Khanmigo on a preview basis before it is made generally available on the Website or included in Khan Academy’s general service offerings. Customer acknowledges that access to Khanmigo is being offered on a pilot basis to enable Khan Academy to test, evaluate, modify and improve AI-enabled features and their classroom applications, including by collecting Customer feedback on Khanmigo.

1.2 Customer Participation. In connection with the Pilot, Customer, and Customer’s participating School Personnel and Students (referred to as authorized Users) will participate in User testing activities led by members of Khan Academy’s product design team (“**User Experience Feedback**”). Customer will: (i) Identify specific school staff, teachers, and students for participation in the feedback program (“**Participants**”), and connect the Khan Academy Contact with these Participants; (ii) collaborate with Khan Academy to communicate with the Participants about the expectations and benefits of Khanmigo for Districts and User Experience Feedback, including interviews with Participants, classroom observations, surveys, and testing sessions for new features; (iii) identify a cohort of teachers to participate in monthly virtual conversations; (iv) participate in user experience surveys to be filled out by both students and teachers, at least two for students and four for teachers; and coordinate with Khan Academy classroom observations at least twice per academic year. Such classroom visits will be in person or virtual, depending upon the needs of the Customer and Khan Academy.

1.3 Feedback. We encourage and welcome your feedback on Khanmigo. As part of the Pilot, Customer, and Customer’s authorized Users, may identify errors or bugs, may provide feedback on the user experience, and provide other ideas, suggestions, guidance or other information related to Khanmigo (collectively, deemed “**Feedback**”). Khan Academy may solicit Feedback from you, and from participating School Personnel and Students via surveys, interviews, observations, or other interactions. You and your authorized Users may also provide Feedback to us by labeling Output with a thumbs up or thumbs down, or otherwise directly offering Feedback in the Pilot Feature itself or otherwise. By submitting suggestions or other Feedback, you agree that we (or our licensees) can (but do not have to) use, share, and otherwise exploit such Feedback for any purpose without compensation to you.

1.4 Token limits. Customer acknowledges that: (i) Customer may consume up to a certain number



of tokens, which is a fixed allocation of tokens per academic year (“**Academic Year Allocation**”); (ii) each User is subject to individual daily limits for tokens (“**Daily Individual Allocation**”) (Academic Year Allocation and Daily Individual Allocation, each a “**Total Allocation**”); (iii) Khanmigo token usage (and access to Khanmigo) is subject to the Total Allocations; (iv) the Total Allocations expire at the end of the each academic year; and (v) Khan Academy may throttle usage of tokens if Customer or its Users to prevent depletion of Total Allocations, or as otherwise needed to manage spikes (also referred to as bursts) or other events impacting performance, capacity, safety, or security.

## 2. **School Access.**

2.1 Eligible Accounts. Khanmigo will be enabled on certain accounts for School Personnel and, if eligible, Students that are included in current subscriptions for the Khan Academy Districts Service. Use of Khanmigo is governed by Customer Agreement and this Addendum.

2.2 Access to Khanmigo. Khan Academy will provide access to Khanmigo at Customer's direction and in accordance with its instructions. Customer shall specify the School Personnel (and, if Students are included, the Students and classes) who are authorized to access Khanmigo.

2.3 Incorporated Guidelines. When using Khanmigo, you will be subject to any additional posted Guidelines we provide. It is your obligation to educate participating School Personnel and, if eligible, Students on responsible use of AI in general and Khanmigo specifically. We strongly encourage that you require authorized Users to review any available guidance prior to accessing Khanmigo. For instance, authorized Users should be aware that Khanmigo may make mistakes and the authorized User needs to fact check the response provided (referred to as Output below).

2.4 Management of User Accounts. For the Khanmigo for Districts User Accounts, (1) You will first roster students and teachers for Khan Academy Districts through their Rostering Service to set up the School Accounts; (2) You will identify a specific individual responsible for Khanmigo for Districts implementation and overall rostering maintenance (“**Implementation Lead**”); (3) subject to the Khanmigo for Districts Order Information, You will then provide Khan Academy with a list of your Users eligible for Khanmigo for Districts, where any Student Account with Khanmigo for Districts enabled will also identify the corresponding teacher that has Khanmigo for Districts enabled (“**Identified Khanmigo Users**”); (4) Khan Academy will then activate those accounts by acting on your instructions for Identified Khanmigo Users; (5) you will timely validate proper activation; and (6) throughout the Term, you will ensure that all students with Khanmigo for Districts – Student Tutor have a teacher with Khanmigo for Districts - Teaching Assistant.

## 3. **Use of Khanmigo.**

3.1 Permitted Use: Prohibited Conduct. Access to Khanmigo is provided solely for Customer's educational purposes, as an aid to classroom instruction and to guide learners in mastery learning. You must use the Khanmigo in compliance with all applicable laws, rules, and regulations. You shall not, nor permit any of your authorized Users to, engage in any conduct using the Website that is "Prohibited Conduct" under the Website TOS or otherwise prohibited under this Section 3.1 (Permitted Use; Prohibited Conduct). In addition, You shall not use Khanmigo in a manner that violates any OpenAI Policy, including their Sharing and Publication Policy and Usage Policy. The following uses of Khanmigo are considered Prohibited Conduct:

- Use of Khanmigo to generate the following types of content: hate speech or hateful

content; defamatory or discriminatory content, including references about religion, race, sexual orientation, gender, nationality, ethnic origin; unlawful or promoting unlawful activity; harassment; promotion or glorification of violence; promotion or depiction of self-harm or harm to individuals, organizations or society; sexually explicit content; misleading political speech; electoral or political campaign materials; false or misleading content; misinformation; malware or other software intended to cause harm; or any content that would infringe upon the intellectual property rights of others.

- Use of Khanmigo to commit any act of educational dishonesty, or to mislead any person that Output generated use of AI features included in Khanmigo is human-generated.
- Use of Khanmigo for assessment purposes or to make decisions about a student, teacher, principal, or other School Personnel.
- Participation in any prompt injection attack or other attempt to interfere with intended functionality of Khanmigo.

Khan Academy reserves the right, but does not have any obligation, to, in its sole discretion, determine whether any AI Content violates our Prohibited Conduct terms, and can refuse, remove, or edit such AI Content, and may remove access to Khanmigo at any time for non-compliance with these terms.

3.2 Privacy Guidance. Khanmigo enables users to interact with a “large language model,” an artificial intelligence tool developed and maintained by OpenAI. While Khanmigo places some constraints on use of the underlying model, such constraints are still in development and cannot be relied upon to screen user queries or filter responses that are returned to users. Khanmigo is not intended to be used to process personally identifiable information. YOU ARE ADVISED NOT TO, AND TO INSTRUCT YOUR AUTHORIZED USERS NOT TO, INCLUDE ANY PERSONALLY IDENTIFIABLE INFORMATION IN CHAT QUERIES SUBMITTED TO KHANMIGO.

3.3 Student Use. School Personnel whose Student Accounts include access to Khanmigo are responsible for educating their students on responsible use of Khanmigo, including Prohibited Conduct, refraining from submitting any personally identifiable information in Input submitted to Khanmigo, and avoidance of plagiarism. You have the obligation to monitor and approve the use of Khanmigo for Student Users, and we strongly recommend adult oversight. In all instances, you will ensure that all Student Accounts with access to Khanmigo have a teacher with Khanmigo for Districts - Teaching Assistant.

3.4 Features in Development: “As-Is” Terms; No Guarantees; No Representation or Warranties. Khanmigo includes new technologies and features that are at an early stage of development, often referred to as alphas, betas, previews, or prototypes. Some of the features are still being tested, are known to make errors and to provide incorrect information at times, and may have other bugs. Khanmigo may not become fully developed or generally available. Khan Academy does not commit to maintaining any Pilot Feature and may change or remove Khanmigo at any time. You understand that Khan Academy is not obligated to provide support for Khanmigo. YOU ACKNOWLEDGE AND AGREE THAT KHANMIGO MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, MAY MAKE ERRORS (INCLUDING, WITHOUT LIMITATION, MATH ERRORS), MAY REFLECT BIASED, INCOMPLETE OR INCORRECT INFORMATION, MAY PROVIDE



OBJECTIONABLE OR OFFENSIVE RESPONSES, MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED, AND HAVE OTHER LIMITATIONS. YOU SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT CONTAIN MATERIAL INACCURACIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CUSTOMER AGREEMENT, KHAN ACADEMY IS PROVIDING KHANMIGO “AS IS”, AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 3.4 AND ANY OTHER TERMS OF THE CUSTOMER AGREEMENT, THIS SECTION 3.4 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO KHANMIGO.

#### **4. AI Aided Content**

4.1 User-Generated Content. You (and your authorized Users) may provide input to Khanmigo (“**Input**”), and receive output generated and returned by Khanmigo based on the Input (“**Output**”). Input and Output are collectively “**AI Content**.” AI Content is subject to the terms applicable to User Content set forth in Section 5 (User Content License Agreement) of the [Website TOS](#). For clarity, AI Content is User Content. You acknowledge that due to the nature of machine learning and the technology powering certain Khanmigo, Output may not be unique and the same or similar output may be provided to other users. Without limiting the terms of the Website TOS, you are responsible for the AI Content that you and your authorized Users generate, including for ensuring that you have rights to submit the Input and that your use of Input does not infringe upon the intellectual property rights of others or violate any applicable law or this Agreement.

4.2 Personal Use and Sharing. Khanmigo are intended for personal use and not to generate content for broad-based publication. It is your responsibility to review Outputs and double check Outputs with reputable sources. You may choose to share AI Content you generate for any legal, personal, non-commercial purpose, under the following conditions: (i) the role of AI in formulating the content is clearly and prominently disclosed; (ii) the content is attributed to your name or organization; (iii) topics of the content do not violate our terms on Prohibited Conduct; and (iv) you directly review the AI Content to ensure compliance with this Agreement. We kindly ask that you refrain from sharing Outputs that may offend others.

4.3 Force Majeure. If Khan Academy is unable to provide Khanmigo by reason of being unable to obtain access to services required to operate Khanmigo, or by reason of any law, regulation or administrative order, or by reason of any other cause beyond its reasonable control, Khan Academy may modify, suspend or terminate access to Khanmigo for such time as is reasonably necessary to address the cause. If Khan Academy is unable to restore access to Khanmigo within 30 days (“**Resolution Period**”), then Customer may notify Khan Academy after such Resolution Period of its intent to terminate its Khanmigo subscription. Customer’s sole and exclusive remedy to any such termination exercised under this Section 4.3 is to obtain a pro-rata refund representing the portion of any fees previously paid by Customer for the unused portion of Khanmigo measured from the effective date of termination.

# Khan Academy Privacy Policy

*Updated: June 17th 2021*

## Khan Academy Privacy Principles

**Our Privacy Policy is fueled by our commitment to these Privacy Principles:**

1. We're deeply committed to creating a safe and secure online environment for you.
2. We do not sell your personal information to third parties. We established Khan Academy as a nonprofit organization so that our mission of education and your trust will not be in conflict with a for-profit motive.
3. We strive to provide you with access to and control over the information you give us, and we take the protection of your information very seriously.
4. We take extra precautions for our younger learners as described in our [Children's Privacy Notice](#), including restricting child accounts to automatically block features that would allow a child to post or disclose personal information.
5. We do not display advertising on Khan Academy. Our mission is to provide you with a world class education, not to sell you products.

## Overview

Khan Academy, Inc. ("Khan Academy", "our", "us", or "we") is a US-based charitable nonprofit organization. As a 501(c)(3) nonprofit, we use the information we collect to provide you with a better experience and fulfill our mission of providing a free, world-class education for anyone, anywhere. We established ourselves as a nonprofit organization so that a for-profit motive will not interfere with our mission of providing a trusted educational resource.

We are committed to protecting your privacy. We understand how important privacy is to you, and we are committed to protecting your privacy and to creating a safe and secure environment for learners of all ages. This Privacy Policy explains how information is collected, used, shared, and protected by Khan Academy when you use (or access) our website at [www.khanacademy.org](http://www.khanacademy.org), our mobile application, and online service

(collectively, our “**Service**”). Our Khan Academy Kids mobile application is governed by a [different privacy policy](#).

Note: For each section in this Privacy Policy, you can view the general privacy practices at the beginning of the section, and see more information by reviewing “Learn More” for the relevant section.

## Use by Children and Students

For specific information about how we collect, use, and process personal information when providing the Service to schools, school districts, and teachers, please review the [School and Student Use](#).

Our [Children’s Privacy Notice](#) describes how we collect, use, and process personal information from children under 13.

## Collection of information

We collect information in the following ways, depending on your use of the Service and your account settings:

- We collect information from you directly, such as when you create an account, communicate with us, participate in activities, events or surveys, or otherwise provide information during your use of the Service.
- We may collect information from others, such as your parent, teacher, or School, or third parties (meaning organizations outside of Khan Academy), such as third party applications that you use to connect to the Service.
- We collect some information automatically, such as information about your use of the Service and the devices you use to access the Service. We may use cookies, web beacons, and similar technologies to collect information as explained in our [Cookie Notice](#).

Examples of information we may collect includes:

- Account registration information (username, birthdate, and email)
- Information about your browser or device, and general location
- Information you choose to include in your profile or post in public areas of the Service
- Information you may provide in connection with specific features or special programs

- Non-personal information which may be linked to your personal information, including Information about your use of our Service

Additional information about our collection of Child and student data is provided in our [Children's Privacy Notice](#) and [Schools and Student Use](#). Further information about how Khan Academy collects your information is provided under "Learn More".

## Use of information

Khan Academy uses information collected for the purposes of:

- providing the Service
- personalizing your experience
- communicating with you about your account and our Service (including responding to inquiries and sharing information about new features and offerings that may be of interest)
- enabling your participation in special programs that we may offer in partnerships with third parties (if you choose to participate in such special programs)
- understanding and improving our Service, and developing new or improved educational offerings

We may also use de-identified or aggregated information for product development, research, analytics and other purposes, including for the purpose of analyzing, improving or marketing our Service, for demonstrating the impact of our Service, or conducting educational research.

## Sharing and disclosure of information

Khan Academy takes great care to protect the personal information you provide to us. We do not sell your personal information to third parties. This section explains circumstances in which we may share personal information with third parties.

We may share personal information:

- with other users of our Service, if you use features that enable you to share your information with (or make it accessible to) others.
- with Vendors, consultants and other service providers working on our behalf

- with other users that are associated with your account, such as a parent, teacher or coach.
- with your school, if you are using our Service for school purposes (please see [Schools and Student Use](#) for more information).
- with your consent (including third party applications that you choose to use, such as complementary services or an Authentication Service). If you choose to use a third-party application or service, the use of your information by the third party will be governed by that party's privacy policy.
- in connection with business transfers (due to mergers and acquisitions).
- for compliance purposes, such as when reasonably necessary to protect the security and safety of our users or Service, or when permitted by law.

We may also share de-identified or aggregated information that does not reasonably identify any individual.

## Sponsorship and Advertising

As a nonprofit organization, Khan Academy relies on our sponsors, donors, and other contributors to provide funding necessary to provide the free Service to our users. From time to time, we permit third parties to sponsor content displayed on our Service.

- For example, for-profit organizations may wish to sponsor all content related to a particular educational topic, such as astronomy or biology.
- Sponsored content will always be labeled (e.g., "Sponsored by \_\_\_").
- Khan Academy does not share any of your personal information with these sponsors without your consent. We do not provide these sponsors with the ability to track or collect information about our site visitors or users.

Khan Academy does not display third party advertisements on our Service. We may, from time to time, incorporate content or link to content provided by third parties that may be of interest to you and relevant to the educational context of our Service. Some of these materials or websites may include branding or advertisements as permitted by the third party owner or operator. For more information, please review [Links to third parties](#).

Please note that we use our best efforts and take multiple steps to avoid the collection of information for targeted advertising purposes when we believe the Service is being used by Students or Children.

- For example, we take steps to inhibit third party advertising networks from collecting information for targeted advertising purposes on webpages with child-directed content or when a Student or Child User logs into the Service.
- Khan Academy uses the available privacy functionality in YouTube to display video content on YouTube (see additional information under “Learn More”).

Please review our [Children’s Privacy Notice](#) for more information.

## Transparency and your choice

We take privacy very seriously. We strive to put you in control of the choices and decisions regarding your personal information.

We understand that your personal information is important to you, and that is why you have choices in how your personal information is used and shared. We want you to have access to your personal information, so that you can help keep it as accurate as possible.

For example, you can choose whether to create an account (or use the Service without registering). If you register for an account, you can:

- Limit optional information you provide
- Choose whether you wish to share personal information with (and use) third party services
- Choose whether to add a coach to your account
- Choose whether you wish to receive optional email
- Update, correct, and delete your account information through your account settings

In some cases, administrative controls for accounts used in a school setting, including the ability to modify or delete the account, are held by the school. For more information, please review our [Children’s Privacy Notice](#) and [Schools and Student Use](#).

## Your account settings

We want you to have access to your information, so that you can help keep it as accurate as possible. If you register and provide Khan Academy with information, you may update, correct, or delete your account and information at any time by reviewing your profile information and preferences on your account settings page.

Parents (not Children) can modify or delete Child User accounts, as described in our [Children's Privacy Notice](#).

Parents or school users who request to modify or delete School Accounts may be directed to the School.

Further information about how you can access, update, correct, or delete your account in the account settings is provided under "Learn More".

## Security of your personal information

Khan Academy is committed to securing your personal information.

Some of the ways in which we protect your personal information include:

- We encrypt your personal information when it is stored at rest
- We protect your personal information with encryption during transmission over the public Internet
- We use reasonable organizational and technical safeguards designed to help protect the privacy and security of your personal information

Some of the ways in which we encourage you to protect your personal information include:

- We encourage you to create a username that does not reveal your identity
- We encourage you to create (and keep) a strong password
- We encourage you to be thoughtful about what you post and continue to learn about online safety

We use reasonable safeguards to protect our Service and your personal information, but no security measures are perfect.

## Links to Third Parties

The Service may link to and may be linked by websites operated by other entities or individuals. If we include links to third parties and you click on that link, you will be leaving Khan Academy and the privacy policy of that third party applies. Similarly, if you see a link to Khan Academy on a third party website, then the privacy policy of that third party applies.

- For example:
- If you click on a link to College Board, then you will go to College Board's website and College Board's privacy policy applies.
- If you are on the Khan Academy Instagram page, the privacy policy of Instagram applies to that Khan Academy Instagram page.
- This Khan Academy Privacy Policy does not apply to (and we cannot control the activities of) such other third party websites.
- You should consult the privacy policies of those third party websites.

## Changes to this Privacy Policy

Khan Academy may modify or revise this Privacy Policy from time to time. Khan Academy will notify users of any changes to our Privacy Policy by posting the revised Privacy Policy with an updated date of revision on our Service. If we change this Policy in a material manner, we will do our best to notify you of the changes by posting a notice on our website. We recommend that you review the Privacy Policy each time you visit the Service to stay informed of our privacy practices.

We will not make any material changes to our Privacy Policy that relate to the collection or use of Student Personal Data without first giving notice to the School and providing a choice before Student Personal Data are used in a materially different manner than was disclosed when the information was collected.

## Schools and Student Use

This School and Student Use notice supplements our Privacy Policy in connection with school use. Khan Academy is a nonprofit organization dedicated to providing free educational content. We strive to implement best practices to protect the privacy of all of our student and non-student users, alike. We have implemented additional controls and procedures for schools, school districts and teachers (collectively referred to as



“**Schools**”) when they use the Service for educational purposes. When the Service is used as part of the School’s educational program, the personal information related to the School’s student users (“**School Users**”) may include information defined as “education records” by the Family Educational Rights and Privacy Act (“**FERPA**”) or other information protected by similar state student data privacy laws. We refer to this information as “**Student Personal Data**”.

**Our commitment:**We are proud supporters of the [Student Privacy Pledge](#). Our collection and use of Student Personal Data is governed by our contracts with Schools, by our Privacy Policy, and by applicable privacy laws. For example, we work with Schools to protect Student Personal Data consistent with FERPA and, for School Users under 13, the Children’s Online Privacy Protection Act (“**COPPA**”). If you have any questions about reviewing, modifying, or deleting the personal information of a School User, please contact your School directly.

**Creation of School Accounts:** Please note that in order for School User accounts to be associated with a School and recognized as School Accounts (as defined in our [Terms of Service](#)), the accounts must be created by or at the direction of a School, using a school email address and associated with a School’s class on the Service. For example, a School Account is created when:

- a teacher creates the user name, login and password to establish School User accounts and creates a class on the Service
- a teacher rosters a class using Google Classroom, Clever, or similar single sign-on service for School use
- an account is created by a School User at the direction of a School, using a School email address and associated with a School’s class on the Service
- accounts are created pursuant to a separate contract between Khan Academy and the school district (or educational agency) specifying that the accounts are School Accounts

In cases where we do not have a separate contract with a School district or educational agency, we may require notification that the accounts are used for school purposes in order to recognize them as School Accounts. If you are a School, please contact our [School Partnerships Team](#) to learn more about how to ensure that student accounts are set up and managed as School Accounts.

Please review “Learn More” to see more information about:

- Some of the specific ways that we use and protect Student Personal Data
- How we share and disclose Student Personal Data
- No Targeted Advertising
- How we retain and delete Student Personal Data
- Questions about Student Personal Data

## Children's Privacy Notice

This privacy notice supplements our Privacy Policy and provides additional information about how we collect, use and share personal information from children under the age of 13 (a "Child" or "Children").

**Khan Academy is committed to Children's privacy.**

Protecting the privacy of Children is especially important to Khan Academy. For that reason, we created certain features designed to help protect personal information relating to Children ("Child Users"). When a Child creates an account, we seek the consent of a parent or legal guardian ("Parent") for that account. When Khan Academy is used by a School in an educational setting, we rely on the School to provide the requisite consent, on behalf of the Parent, for Khan Academy to collect information from a School User under the age of 13.

Please review "Learn More" for more information about:

- How Children can use and register for our Service
- Restrictions placed on Accounts for Child Users
- Information collected and how the information is used
- Information disclosed
- No Third Party Tracking and No Targeted Advertising
- Choice: Access, Modify and Delete Child Accounts

# Coversheet

## Approval of Agreement with Elmwood Zoo

**Section:** VI. Action Items  
**Item:** E. Approval of Agreement with Elmwood Zoo  
**Purpose:**  
**Submitted by:**  
**Related Material:** Elmwood Zoo Reach Cyber Charter Partnership 2023.pdf



Elmwood Park Zoo  
Education Department  
Last Updated: 8/29/23 MO

## Reach Cyber Charter Partnership 2023

### Keeper for a Day Experience at Elmwood Park Zoo

#### **Experience Overview:**

Students will have the opportunity to experience what it is like to be a zookeeper! The experience will be one 3 hour day for the middle school age group, and two 3 hour days for the high school age group. The time will be 9:00am to 12:00pm. The ratio will be two students for one Elmwood staff or three students for two Elmwood staff. We can run one 3 hour experience per day, and we would not have the middle schoolers and high schoolers on the same day.

During their keeper for a day experience, students will be working behind the scenes with our Education Ambassador Animals. These animals' job is to teach about their species. During this time, students will get to learn the ins and outs of taking care of these animal friends from an education zookeeper. Topics such as husbandry, enrichment, training, etc. will be discussed and taught. Students will have the chance for hands-on experiences, as well as ask any questions about career opportunities in the zoo field.

#### **Pricing:**

\$325.00 for the middle school students, and \$500.00 for the high school students, since they will be doing two experiences.

---

Elmwood Park Zoo

---

Reach Cyber Charter



Elmwood Park Zoo  
Education Department  
Last Updated: 8/29/23 MO

# Coversheet

## Approval of the 2023-2024 School Handbook (to follow)

**Section:** VI. Action Items  
**Item:** F. Approval of the 2023-2024 School Handbook (to follow)  
**Purpose:**  
**Submitted by:**  
**Related Material:** FINAL School Handbook.pdf

# School Handbook

Last Updated: August 2023

## Welcome to Reach Cyber Charter School!

Reach is designed for students to learn at the highest levels possible. Our rigorous curriculum, personalized learning approach, and engaging virtual classroom sessions make learning challenging and relevant. Our student-centered approach means each child receives the educational support they need to succeed. Whether it's one-on-one discussions with our highly trained team of professionals focused on your student's well-being; virtual sessions using Zoom technology; supplementary educational opportunities; clubs and activities; or our rigorous, standards-based curriculum, everything Reach provides revolves around ensuring student success.

Our dedicated teachers and administration are focused on your student's well-being and fulfilling the Reach mission: to promote academic growth and build curiosity through integrated STEM opportunities, K-12 personal instruction, and career exploration!

Parents/guardians (caretakers), your role at Reach is unique in public education. You are a true partner in your student's education and have unprecedented access to your student's teachers and other school personnel. You must also ensure that you and your student comply with all school policies outlined in this handbook. Please read this document carefully and contact the school with any questions you have. Learning Coaches and Caretakers can see detailed school contact information from their Focus login page.

Congratulations on joining the Reach family. Together, we can ensure your student has a safe and successful experience at school.

We look forward to working with you and wish you a successful academic year!



## Getting Ready

### Quick Tips

#### Get to Know Reach Cyber Charter School Policies

Please take some time before the school year starts to understand the policies in this handbook. You and your student are bound by the policies in these documents, so please refer to this handbook throughout the year to ensure you and your student are compliant with Reach policies and procedures.

#### Getting Ready for the School Year

Learning Coaches and students should check their Calendar and Schedule in Canvas every school day. Be sure to review the resources available to you under the Help tab; this will help ensure that you and your student get off to a great start for the school year.

Setting up your student's "learning area":

1. Dedicate a space for keeping school materials and supplies organized
2. Place your student's "classroom" in a quiet area that is free of distractions
3. Create a filing system for portfolio assessments, student work, and important papers
4. Create a showcase area to display your student's work
5. Review your calendar, set a schedule, and post the daily routine

If you're waiting for a computer delivery from Reach, review the set-up requirements and make sure everything you need is in place, including broadband internet service, so when your computer arrives, you are ready to go. Please note that you can access assignments and complete work in Canvas without receiving your materials first. As soon as you are enrolled and set up with your internet access, you can get started with your schoolwork!

Need Help?

Our Canvas Help has a lot of answers! Select the Help tab on your Canvas menu to find helpful resources. You can also call Reach at 866-732-2416 or send an email to [ReachHelp@reachcyber.org](mailto:ReachHelp@reachcyber.org).

Find contact information for your teachers at the top of each subject page within Canvas.

Welcome to Reach! We hope you have a great year!

## Table of Contents

Welcome to Reach Cyber Charter School! .....	2
Getting Ready .....	3
1 Introduction .....	7
2 School Overview .....	7
2.1 Mission & Vision .....	7
2.2 Program Overview .....	7
2.3 Non-discrimination Statement .....	7
2.4 Reach Commitments .....	8
3 School Organization and Roles .....	9
3.1 Roles and Responsibilities .....	9
3.2 Required Student Safety Trainings for School Staff .....	11
3.3 School Information .....	12
3.4 School Schedule .....	12
3.5 Enrollment, Withdrawal, and Transfers .....	15
3.6 Assessment .....	19
3.7 Personalized Learning .....	21
3.8 Course Completion .....	23
4 Attendance .....	23
4.1 Caretaker and Learning Coach Responsibilities for Attendance .....	24
4.2 Marking and Verifying Attendance .....	24
4.3 Truancy .....	27
5 Grading and Student Evaluation .....	29
5.1 Grading Scale (Elementary and Middle School) .....	29
5.2 Placement, Promotion, and Retention (Elementary and Middle School) .....	30

6 High School Programs and Policies ..... 31

7 Services for Special Populations ..... 37

7.1 Individuals with Disabilities Education Act (IDEA) Eligible Students ..... 37

7.2 Rehabilitation Act of 1973: Section 504 Eligible Students ..... 44

7.3 Gifted Students ..... 46

7.4 English Language Learners (EL) ..... 46

8 Non-Curricular Activities ..... 47

8.1 Clubs and Activities ..... 47

9 Community Events, Trips, and Activities ..... 48

10 Conduct, Due Process, and Communication ..... 49

10.1 Dress Code ..... 49

10.2 Drug, Alcohol, and Tobacco-Free School ..... 50

10.3 Student Assistance Program (SAP) ..... 54

10.4 Bullying, Harassment, Sexual Harassment, and other Prohibited Behaviors ..... 55

10.5 Discipline and Due Process for Students ..... 59

10.6 Academic Honesty ..... 62

10.7 Grievance Procedures for Caretakers ..... 64

10.8 Communication ..... 65

10.9 Student Information Access ..... 66

10.10 School Use of Images, Recordings, and School Work ..... 67

11 Educational Materials Provided by the School ..... 68

11.1 Use of School Educational Materials ..... 68

11.2 Returning School Educational Materials and Equipment ..... 69

11.3 Technology ..... 70

11.4 Use of the Internet ..... 75

11.5 Information Technology Subsidy ..... 77

Appendix 1: Protection of Pupil Rights Amendment (PPRA) Notification ..... 78

Appendix 2: Title IX – The Final Rule ..... 80

## Introduction

This handbook has been approved by Reach Cyber Charter School's Governing Board. The most current version of this handbook is available online in the Resources section of Canvas.

All policies in this handbook apply to grades K–12 unless otherwise noted.

## 2 School Overview

### 2.1 Mission & Vision

It is the mission of Reach Cyber Charter School to promote academic growth and build curiosity through integrated STEM opportunities, K-12 personal instruction, and career exploration.

Reach Cyber Charter School's vision is to inspire and nurture future success for all students.

### 2.2 Program Overview

Reach's high-tech, high-touch, virtual "school without walls," combines the best in virtual education with very real connections among students, families, teachers, and the community. The program combines a first-class curriculum, high-quality teachers, state-of-the-art technology, community connections, and a personalized learning approach that works together to help students reach their potential.

### 2.3 Non-discrimination Statement

Practices that exclude, deny benefits to, or otherwise discriminate against any person on the basis of ethnic group identification/ethnicity, marital status, race, color, national origin, ancestry, sex, sexual orientation, gender identity, religion, physical or mental disability, athletic performance, language proficiency in English or another language, prior academic achievement, or age in the admission to, participation in, or receipt of the services under any of Reach's educational programs and activities, or in employment practices, or any other area protected under federal or state law are strictly prohibited.

Age limitations may be imposed in response to mandatory Pennsylvania laws and requirements.

The non-discrimination policy is in accordance with the provisions of Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendment of 1972 (Title 9), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, and the Individuals with Disabilities Education Act of 2004 (IDEA).

Individuals who are designated to coordinate Reach's compliance with these laws are detailed in the Reach Non-discrimination Policy.

## 2.4 Reach Commitments

Reach has high expectations for its students and their families and a commitment to the rigorous educational program implemented is required for success. In return, Reach holds itself to high standards and makes the following commitments:

- 1 The school will contact the student and their caretaker on a regular basis and treat them as valued and respected partners in the common goal of student academic achievement.
- 2 The school will partner with the student and family to provide an approach to learning that meets the student's individual needs.
- 3 The school will provide a quality education program, including curriculum, instructional materials, and a certified, well-trained teaching staff.
- 4 The school will support students and families with the training needed to learn how to use Canvas and provide encouragement needed to fulfill their responsibilities.
- 5 The school will make a strong effort to incorporate all stakeholders' feedback for the continued improvement of the program.
- 6 The school will encourage the student's social interaction with other school students and families by supporting community coordinators and school staff in their efforts to organize various field trips and community events.
- 7 For students with disabilities, the school will follow Individualized Education Programs (IEPs) to provide a Free and Appropriate Public Education (FAPE). The school will also follow students' Section 504 plan requirements for accommodations to address each eligible student's individual needs as required by law or regulation.
- 8 The school will support caretakers by providing school records or other required information when seeking to transfer their student to another educational program where proper procedure is followed in accordance with state and federal law.
- 9 The school will comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). (See the appendix for the Reach FERPA policy.)
- 10 The school will comply with the provisions of the Children's Online Privacy Protection Act of 1998 (COPPA). (See the appendix for the Reach Privacy Policy, including COPPA statement).
- 11 The school will provide approved caretakers access to student records and related school information through Focus and Canvas in accordance with applicable federal and state law.
- 12 The school will always operate in accordance with state and federal law while keeping the best interests of the student in mind.

## 3 School Organization and Roles

This section provides information about how Reach is organized and on the various roles and responsibilities for everyone involved in the school.

### 3.1 Roles and Responsibilities

A primary goal at Reach is encouraging parent involvement. Please see the appendix to review a copy of Reach's Title I Parent and Family Engagement Policy and Compact developed as part of the Title I funding plan.

#### Caretaker (Parent or Legal Guardian)

Reach applies the term "caretaker" to the student's parent(s) and/or legal guardian(s) who enrolls the student and satisfies the student's enrollment requirements. While caretakers automatically have learning coach access, they may also designate another adult or adults as learning coach(es) either in addition to or in place of the caretaker by completing and submitting the Designated Learning Coach Agreement form. Even if the caretaker designates another adult or adults as learning coach(es), the caretaker will continue to have learning coach access in Focus and Canvas. The caretaker always has full and final authority for the child's education and educational decision-making with the school, and therefore must be available to the school staff for discussions related to the student's educational and other school-related needs.

#### Learning Coach

The learning coach is the adult who performs tasks such as reviewing lessons, providing supervision, and communicating with teachers. Each student will have at least one learning coach who is usually the student's caretaker. Caretakers may designate another adult or adults as the student's learning coach(es), either in addition to or in place of the caretaker, for daily oversight of the student's schoolwork and school-related activities, by completing the Designated Learning Coach Agreement form. As noted, the caretaker always has full and final authority for the child's education and educational decision-making with the school, and therefore must be available to the school staff as needed for discussions related to the student's educational and other school-related needs.

The duties and responsibilities of the learning coach are detailed in this handbook, so it is important that both caretakers and learning coaches read this document carefully.

Under certain circumstances, students who are eighteen (18) years of age or older, or an emancipated minor, may request to be their own learning coach. To discuss this option, students should contact either the Reach Enrollment Team during the enrollment process, or your school counselor once enrolled.

#### Student

The student's role at Reach is to learn to the best of their abilities. Therefore, students should expect to take age-appropriate individual responsibility for their own learning. This is accomplished by applying themselves to their studies in a focused and serious manner, working hard, becoming engaged in the lessons and activities, asking questions, exploring their personal interests, improving areas of academic

weaknesses, and capitalizing on strengths. Students are expected to complete their own work and uphold the principles of the Reach Honor Code.

#### Eligible Student

An “eligible student” at Reach refers to students over eighteen (18) years of age and emancipated minors. Other uses of ‘eligible student’ will be qualified with the area of eligibility; for example, “504-eligible students.”

#### Family Mentor

Each family is assigned a Family Mentor. The Family Mentor serves as the family’s central point of contact at the school and works with students and their learning coaches to develop and implement learning plans.

Family Mentors may assist with things such as confirming and arranging standardized testing plans (dates, times, locations, etc.) working with learning coaches to adjust the student’s planner within Canvas, addressing basic technical concerns, and assisting with the process for submitting absence excuses and requesting educational trip approval.

#### Teacher

The teacher is the primary contact for students and learning coaches for subject-specific questions. The name of the subject-specific teacher is listed under each course card on the Canvas home page so that students and learning coaches can easily identify and contact teachers as needed.

The teacher is responsible for facilitating instruction using research-based strategies and resources to address skill gaps with a particular assessment or concept. Teachers proactively monitor each student’s progress using Canvas and through regular contact via phone, streaming audio and video (Zoom sessions), and the Canvas-based email system.

Subject-specific teachers provide small and large group instruction to their students on key concepts and skills; add, expand, or modify assessments based on the student’s demonstrated mastery of the material; assign and score assessments and portfolio items; and provide feedback on the student’s performance to the student, learning coach, and family mentor.

Teacher feedback is provided using rubrics, assessment grades, phone conferences, the Canvas-based email system, and Zoom sessions. Depending on a student’s needs and grade level, subject-specific teachers provide instruction in a variety of ways to address the needs of each student. Subject-specific teachers evaluate students in their corresponding subject area(s), provide instructional resources based on the student’s learning needs, prepare student progress reports, verify the student’s course work, issue final course grades, and make promotion or retention recommendations (for students in grades K–8).

Generally, middle and high school students will have a different subject-specific teacher for each course. Elementary students will have the same subject-specific teacher for most subjects.

#### School Counselor

Each student has a school counselor. The school counselor assists students and learning coaches with course selection, student transfers, graduation requirements, college and career planning, interpersonal counseling, course placement changes as needed, and general academic guidance.



A school counselor or other qualified staff member is available to assist with high school credit or college/career questions or to help with post-high school plans including career, college/university, the military, or the workforce.

### Substitute Teachers

Substitute teachers are teachers who meet the state requirements for being substitute teachers in Pennsylvania. They serve as subject-specific teachers when the regular Reach teacher is not available for an extended period (on military or medical leave, etc.). Substitute teachers perform all the duties of a teacher.

### Community Coordinators (Caretaker Volunteers)

Community coordinators are typically caretakers of students in the school. Community coordinators help create opportunities for community projects, field trips, and group meetings with other students and families. They also serve as a clearinghouse for information about local extracurricular activities and events. Reach provides information to families at the start of the school year about how to become a community coordinator and will distribute the community coordinator's contact information to families.

If you have a question or a suggestion related to a local activity or opportunity, contact your assigned community coordinator or the School Outreach Manager.

### Student Support Team

The Student Support Team (SST) consists of several individuals with various roles at the school, with the goal of supporting struggling students' academic and behavioral needs. The SST may be comprised of teachers, staff members, administrators, school counselors, intervention specialists, parents as needed, and others at the school who may have knowledge of student performance and needs. The SST meets regularly to discuss individual students referred to the team by school staff or parents. Concerns may be related to academic performance, engagement, or physical and mental health. Students are identified as needing additional support based on universal screening assessments conducted with all students, teacher and/or learning coach observation and knowledge of the student, and/or a review of the student's academic performance, participation, and/or attendance levels documented in Canvas.

The Student Support Team shares information among its members about a student's academic and/or other challenges and makes recommendations for implementation of instructional or other interventions. SST members also perform regular data collection on progress of these interventions, and other relevant information. The team develops and recommends additional instructional strategies and resources for the student's teacher(s), caretaker, and learning coach, and follows up to ensure that these strategies are indeed helping the student make adequate progress and show academic improvement. Caretakers are kept informed regarding interventions and student progress.

## 3.2 Required Student Safety Trainings for School Staff

Reach takes student safety and well-being very seriously and believes that students should be able to learn in a safe and comfortable environment. Therefore, in addition to the comprehensive set of required courses and trainings for school staff that focus on educational practices, teachers are required to take the following courses that focus specifically on student safety:

- Child Abuse: Identification and Intervention

- Mandatory Reporting
- Child Sexual Abuse Prevention
- Youth Suicide Awareness, Prevention & Postvention
- Online Safety

All members of school staff must complete required trainings at the beginning of the school year and refer to the trainings throughout the year as needed. School leadership tracks completion of these trainings to ensure all staff members have completed them in the required time frame. Caretakers and learning coaches are asked to communicate and collaborate with teachers and other school staff as they work to fulfill their professional roles in supporting student safety and well-being. They are asked to involve additional parties as appropriate to address concerns, and to always keep student safety and well-being at the center of the conversation.

### 3.3 School Information

School Information	School Contact
School Address	750 E. Park Drive, Suite 204 Harrisburg, PA 17111
Main School Phone Number	717-704-8437
School Hours	8:00 a.m. – 4:00 p.m. Monday – Friday
Technical Support	1-888-860-9220
CEO	Jane Swan
Board of Trustees	Refer to the school website for the most current contact information

### 3.4 School Schedule

Reach students and/or their learning coaches may develop their own schedule to fit their specific needs, both in how they structure each school day and their overall schedule, provided no state or local regulations are violated. However, students must still attend school regularly, meet Reach’s specific attendance and/or instructional hour requirements, correspond with their teachers, and complete lessons and assessments as expected.

Students must also be available during regular school hours for any required phone conferences or participation in Zoom sessions unless school-approved alternate arrangements are made. Teachers are available only during regular school business hours.

### 3.4.1 Emergency Closure Plans

If the Reach office closes due to an emergency such as hazardous weather conditions, the school will post a Global Announcement on Canvas explaining the details of the office closure. The school will also record a voice mail message announcing the details of the office closure and the availability, or lack of availability, of teachers and other school services.

Even if the Reach office closes due to hazardous weather or other emergencies, students should plan to complete lessons for the day if they are able to work either online or offline, unless otherwise notified by their school.

### 3.4.2 The Reach 2023-2024 School Calendar

Reach offers students in grade K-12 various pacing options including traditional, accelerated, and year-round options. In all options, students will complete the required 180 school days, which can be completed in either a traditional September-June school year or extended over a July-June school year. Reach offers courses throughout the year—during a combination of the fall, spring, and summer sessions—providing students with flexible pacing options for meeting state education standards.

REACH School Calendar		2023-2024
Event	School Status	Date
Independence Day	School and Office Closed	July 4, 2023
First Day of Summer/ESY Session	School and Office Open	July 10, 2023
Last Day of ESY Session	School and Office Open	August 4, 2023
Last Day of Summer Session	School and Office Open	August 18, 2023
Labor Day	School and Office Closed	September 4, 2023
First Day of School (Students)	School and Office Open	September 5, 2023
Columbus Day	School and Office Closed	October 9, 2023
Veterans' Day (observed)	School and Office Closed	November 10, 2023
Thanksgiving Break	School and Office Closed	November 23-27, 2023
Winter Break	School and Office Closed	December 25, 2023–January 2, 2024
Martin Luther King, Jr. Day	School and Office Closed	January 15, 2024
First Semester End Date	NA	January 25, 2024
Second Semester Start Date	NA	January 26, 2024
President's Day	School and Office Closed	February 19, 2024
Spring Break	School and Office Closed	March 29–April 1, 2024
PSSA Testing Window	NA	April 22–May 10, 2024
Keystone Testing Window	NA	May 13-24, 2024
Memorial Day	School and Office Closed	May 27, 2024
Last Day of School (Students)	School and Office Open	June 5, 2024

Graduation	Staff Work Day	June 6, 2024
<b>School Status Legend:</b>		
School and Office Closed = No one is in school		
School and Office Open = Everyone is in school		
Staff Work Day = Students are not in school but Admin and Teachers are on duty		

### 3.4.3 Pacing Options for Students

Reach students have the option of enrolling in a Traditional, Accelerated, or Year-Round Pacing option. These options are described in the chart below and in the Required Instructional Hours section. Note the Accelerated Pace is available for high school students only.

Pace Option	Description	Total Number of Credits per School Year
Traditional (Standard) Pace	Student participates in Fall and Spring semesters carrying full course load	6.0 credits
Year Round (Extended) Pace	Student participates in Fall and Spring semesters taking fewer courses and in Summer session carrying the remaining credits to meet full year requirements	6.0 credits
Accelerated Pace (for high school students only)	Student participates in Fall and Spring semesters taking a full course load AND in Summer session carrying additional courses to exceed full year requirements	7.0 – 8.0 credits

### 3.4.4 Required Instructional Hours

Since Reach offers three different pacing options, the instructional hours per week will vary depending on which option the student chooses.

Traditional Pacing Option: Students will attend school for 180 days, for a total of 900 or 990 hours annually based on grade level (see required instructional hours below).

- Grades K – 5 = 900 hours (25 hours per week, recommended 5 hours per day)

- Grades 6 – 12 = 990 hours (28 hours per week, recommended 5-6 hours per day)

Note that these are the minimum hours required by the state and that students are responsible for mastering all material, which may require additional time.

Year-Round Pacing Option: Students will attend school for 180 days, at four (4) hours per day during the fall and spring semesters, for a total of 720 hours for the fall and spring semesters. In addition, year-round students must also complete a summer session, taking two (2) courses at two (2) hours per course per day. The school recommends 21 hours per week for elementary and 23 hours per week for grades 6-12.

Accelerated Pacing Option: This option is available for high school students only.

Students will attend school for 180 days, at 28 hours per week during fall and spring semesters, for a total of 990 hours. Accelerated students must also take at least one (1) course during the summer session at two (2) hours per course per day and may not take more than two (2) courses at one time without school administration approval. If accelerated students average one (1) credit per summer session, they may be able to finish high school in three (3) years.

Reach will require students to complete 21 credits and all required courses to graduate. This can be met if the student earns six (6) credits during each of the fall and spring semesters for three (3) years and earns an additional one (1) credit each summer. The student may need to devote up to eight (8) hours per day during summer session to earn one (1) credit per course. Students may complete more if approved by the Lead School Administrator.

### 3.5 Enrollment, Withdrawal, and Transfers

Reach abides by all federal, state, and local policies and guidelines for student admission and does not impose admission requirements that are inconsistent with these policies and guidelines. This includes compliance with the McKinney-Vento Act regarding homeless students, including but not limited to, enrolling homeless students in a timely manner even if the student is unable to produce records normally required for enrollment (e.g., proof of residency or previous academic records), and providing those students with services comparable to services offered to students not experiencing homelessness.

To comply with enrollment parameters, state regulations and reporting, and/or testing processes and requirements, Reach may at various times during the school year temporarily “pause” enrollment. This “pause” will hold students in the enrollment process on a wait list for a defined period. After the “pause” of enrollment is over, students will be able to move forward in the enrollment process. The school board has delegated to the school leader the authority to define and implement these temporary “pauses” of enrollment periods. The “pause” dates will be posted on the school’s website.

#### 3.5.1 Returning Students

Caretakers that plan to continue their enrolled students with Reach for the next academic year must communicate their plans in Focus. Caretakers will be provided with detailed information on how to complete these tasks, which should be completed as soon as the caretaker knows the student intends to return the following year (but no later than the end of the current school year or specific deadline if indicated).

Caretakers of students who have withdrawn from Reach but wish to return for a different school year should contact the Enrollment Department to determine what information is needed to reactivate the student's account.

If a student wishes to return during the same school year to Reach after withdrawing, the caretaker should contact the Enrollment Department to initiate the re-enrollment process. These students should not complete a new online registration. Additional documents may be required for re-enrollment.

Reach Cyber Charter School does not inquire into, nor does it discriminate, based upon a student's immigration status. All enrollment decisions are made in accordance with applicable Pennsylvania and federal law.

Students should be immunized in accordance with state law prior to enrollment in Reach. If a student does not provide immunization records to the school within five (5) days of enrollment, the student will not be permitted to participate in any school activities, such as field trips. If a student transfers to Reach after the first day of the school year, they have thirty (30) days to produce the documentation for required immunizations.

### 3.5.2 Maximum Age to Enroll

The maximum enrollment age of a student is determined by state law. In Pennsylvania, all students must be twenty-one (22) on or before July 1st. Maximum age limits also apply to students who choose to re-enroll. For more information regarding the maximum enrollment age, please contact the school.

### 3.5.3 Enrollment of Students Suspended or Expelled from another School

Students who are currently under suspension from another school are permitted to enroll at Reach. However, the student must submit their disciplinary record in order to be eligible to attend field trips, school events, etc. Based on that disciplinary record, the school administration will determine if and when attendance at these events is permitted.

Students who have been expelled from another school may only enroll in Reach if the CEO and Superintendent of the District of Residence agree to the enrollment. Failure to disclose a prior expulsion may result in an immediate removal from Reach.

### 3.5.4 Kindergarten and First Grade Admissions

#### Entry Age for Kindergarten Students and Beginners

For students in Kindergarten, Reach will enroll students who meet the admission age that is determined by their resident school district.

Reach will follow 24 P.S. § 13-1304 Admission of beginners, which states, "Admission shall be limited to beginners who have attained the age of five years and seven months before the first day of September if they are to be admitted in the fall, and to those who have attained the age of five years and seven months before the first day of February if they are to be admitted at the beginning of the second semester."

### 3.5.5 Enrollment after the Start of the School Year or Semester

Students may enroll at Reach at any time of the year provided there is available space and enrollment is not “paused.” Students who enroll after the start of the school year or semester will be placed at the appropriate starting point in the curriculum based on work they have already completed and discussions between the family and the teachers and/or school counselor. The enrollment team will guide families through the enrollment process to include verifying records, recommending placement, and answering questions about the program requirements. Families enrolling mid-year or mid-semester are subject to all the same enrollment requirements as families that enroll prior to the start of the school year or semester. To contact the enrollment team, call 1-866-732-2416.

#### Additional Information for High School

High school students entering mid-year or mid-semester must submit report cards, progress reports and/or teacher notes from their previous school as part of the enrollment process. Reach teachers review the student’s work and progress up to that point in the semester and enter an equivalent grade into the Reach grade book that represents the student’s content mastery. That grade will be averaged with the Reach grades earned in that same semester.

### 3.5.6 Dual Enrollment in another K-12 Program

Because the school is a full-time program, students may not be concurrently enrolled in another public school on a full- or part-time basis. However, as provided by law, students may participate in extracurricular activities with their District of Residence.

In certain special circumstances, it may be possible for a student to participate in an activity at another local school within the parameters described below. Seeking such permission should be initiated after the start of the Reach school year.

To make these arrangements, caretakers must obtain the Request for Local School Activities form from their school counselor. The form outlines the activity, lists contact information, and indicates that the cooperating school administrator agrees to: 1) not claim or collect any state, local, or federal funding for the student, and 2) assume all liability for that student while on the school grounds. Once the form is completed and signed, the caretaker should it to the school administrator, who will ensure that the student is in good standing and call the local school and make a final approval decision.

Violations of this policy may be grounds for disciplinary action.

### 3.5.7 Dual Enrollment in a College or University

Interested students who are academically and socially ready may wish to consider supplementing their Reach curriculum with college-level courses in a college or university. Students should consult with their school counselor prior to enrolling in college courses to be sure they are fully informed about specific requirements as well as the benefits and responsibilities of adding one or more college course(s) to their workload.

### 3.5.8 Withdrawing from School

Students may withdraw from the school at any time, provided that the caretaker provides Reach with either evidence of homeschool registration consistent with Pennsylvania requirements or the name and location of another public or private school the student will attend.

Prior to withdrawing, the caretaker and/or eligible student (in the case of an emancipated minor) should discuss with a school staff member the student's reason(s) for withdrawing. It may be possible to address the concerns and avoid withdrawal. If a student or caretaker is experiencing a problem with a teacher, they should contact the school leader, assistant principal, or their designee to discuss possible solutions for continued enrollment.

The student's caretaker and/or eligible student generally may begin the withdrawal process in two (2) ways:

- From the Focus Parent Portal, select the student's 'Child Info' tab and go to Withdraw Request. Complete the Next School information and select Save to submit the form.

This method should not be used to indicate a student does not intend to return for the following year.

The Withdraw Request will result in the immediate withdrawal of the student for the current year unless a future date is indicated on the form.

- Contact your teacher by phone or Canvas message and inform your teacher of your intent to withdraw your student(s). If you use the Canvas-based email system, be sure to include the date of the student's expected exit from the school, and the name of the qualified educational program that your child will be using instead. You will then be contacted by the school to acknowledge your intent to withdraw your student.

See Section 10, Educational Materials Provided by the School and Technology, for information concerning the return of school equipment and materials as part of the withdrawal process.

### 3.5.9 Location Change

Reach defines four types of "Location Change" and has specific policies related to each type.

Any time a student initiates a location change, the caretaker must contact the school to discuss the change and ensure the student remains compliant with all Reach, state, local, and other applicable regulations and policies. The four types of location change, and the related policies, are listed below:

- Permanent In-Area Location Change: change of residence within Pennsylvania. Example: The family purchases a new home during the school year. For this type of location change, the Caretaker must:
  - Contact Reach to notify them of the location change as soon as possible, but no later than thirty (30) days after the move. An address change can also be submitted through the Focus Parent Portal. The caretaker must provide new proof of residency documentation and updated student contact information to Reach within thirty (30) days of the move. Failure to provide an updated proof of residency may result in withdrawal from the school, as permitted or required by federal, state, or local policies and guidelines for enrollment.



- Inform the student's homeroom teacher or Family Mentor, as appropriate.
- Continue to meet the school's eligibility requirements.
- Temporary Location Change: Travel or relocation away from student's residence for no longer than two (2) weeks. For this type of location change, the caretaker must contact the school leader prior to the location change for permission to make the location change. The school leader will determine per state requirements if the student can make this location change and remain eligible to stay enrolled in the school.
  - Note: Laptops may move temporarily with the student, if the student remains actively enrolled in the school and updated address and contact information for temporary location has been received by Reach.
- Alternate Learning Location(s) Change: Student learning regularly occurs in an alternate location but there is no change in the student's residence. Example: The student's learning coach is a neighbor, and the student regularly works at the learning coach's home. For this type of location change, the caretaker must contact the school leader prior to the location change to confirm that this location change will not affect the student's enrollment eligibility.
  - Note: Caretakers are always responsible for Reach provided equipment and materials, regardless of where the materials/equipment are located. See Section 10, Educational Materials Provided by the School, for more information.
- In any of the above types of location change, the student must continue learning activities, required communications, and must still comply with all state testing and other state and school requirements.
- Permanent Out-of-Area Location Change: Move to another state.
  - If a student moves out of state, the student must withdraw from Reach and all computer equipment and curriculum materials must be returned.

The following actions related to location change may cause the student to be immediately withdrawn from the school:

- engaging in any type of location change without notifying the school leader.
- failure to provide Reach with any additional required documentation.
- failure to receive specific written permission to remain enrolled when engaging in any form of location change.

### 3.6 Assessment

It is essential that student performance is regularly assessed. Reach uses the following types of assessments to determine students' skill levels, to evaluate performance, assign educational plans, and to develop a permanent school record.

#### 3.6.1 Pre-testing, Mid-testing, and Post-testing to Measure Academic Progress

At the beginning, middle, and end of each academic year, the school may administer formative assessments or other evaluation tools as pre-, mid-, and post-assessments to students in grades K–12.

These assessments provide instructional guidance for teachers and learning coaches, help teachers to construct and implement learning plans, and measure the student's academic gains over the year.

### Exempting Alternate Assessment Students from Formative Assessment Participation

If a student's IEP designates alternative state testing and alternative curriculum, the student is exempt from mandatory pre-testing, mid-testing, and post-testing. However, at the learning coach's request, the student may still complete the testing and receive scores as these assessments can be a useful diagnostic tool.

### 3.6.2 Assessments within the Curriculum

As students progress through their courses, they will engage in many different types of formal and informal assessments. All assessment types are listed below, though not all courses or grade levels will have all these assessment types.

#### Graded Assessments

Graded assessments are found in the curriculum; they have an impact on the student's overall grade for the course. Graded assessments might include things such as discussions, draft assessments, quizzes, unit tests, final exams, portfolio work, and participation.

#### Non-Graded Assessments

Non-graded assessments are also found in the curriculum, but do not have an impact on the student's overall grade. Non-graded assessments might include online practice, surveys, and reflections.

#### Informal Evaluations

Informal evaluations are tools used to gauge the student's level of mastery of the material. These evaluations are not included in the student's grade but provide valuable feedback to teachers and Learning Coaches about the student's areas of strength and areas needing additional support or intervention.

### 3.6.3 Mandatory Testing

Public schools are required by state and federal law to administer state standardized tests to students in specific grades or courses. Additionally, Reach requires all students to participate in at least one proctored test each year, which will usually be the state-mandated test. Therefore, all students enrolled in Reach will be required to participate in the state standardized testing program, consistent with state law.

The school will work closely with caretakers, learning coaches, and students as they prepare for required testing. If a student is not able to participate in testing, the caretaker will be required to document the reason(s) for nonparticipation, and the student may be required by the school to take a makeup test.

\*\*There are serious consequences for both the school and the student when students do not participate in state testing. Therefore, students who fail to participate in required testing may be subject to disciplinary action consistent with state law.\*\*

Students attending Reach will be administered the Pennsylvania System of School Assessment (PSSA) and Keystone Exams, as required by the Commonwealth of Pennsylvania.

PSSA is a standards-based criterion-referenced assessment used to measure a student's attainment of the academic standards while also determining the degree to which school programs enable students to attain proficiency of the standards. Every Pennsylvania student in grades 3 through 8 is assessed in English Language Arts and Math. Every Pennsylvania student in grades 4 and 8 is also assessed in Science.

The Keystone Exams are end-of-course assessments designed to assess proficiency in the subject areas of Algebra I, Literature, and Biology. The exams include items written to the Assessment Anchors/Eligible Content aligned to the Pennsylvania Academic Standards in Mathematics and English Language Arts and to the enhanced Pennsylvania Academic Standards for Science.

All public-school students, by their 11th grade year, must complete and score Proficient or Advanced on Keystone Assessments in Algebra 1, Biology 1, and English Literature or complete a Project Based Assessment in all 3 subjects.

PSSA and Keystone Testing are administered at locations across the state during the testing windows. These site locations are determined by the school's population. Families will be required to take their students to these locations to complete all mandatory testing.

If you fail to participate in any of the state mandated tests, you will be considered truant for those testing days and may be subject to fines by your District of Residence. Note: More specific information about the administration of the tests will be sent to families via email after the start of the school year, including specific locations and times.

**PSSA Exam Dates:** The PSSA exams will be given according to the calendar determined by the Department of Education; generally, in April & May.

**Keystone Exam Dates:** All students who have completed courses for which a Keystone Exam is assigned must take the corresponding Keystone Exam. Spring testing is generally offered in May.

### 3.7 Personalized Learning

#### 3.7.1 The Personalized Learning Process

Reach teachers work with learning coaches and students to customize student learning experiences based on specific academic needs, learning pace, learning styles, and personal interests. This program personalization is an ongoing process.

The personalization process includes the following components: initial academic placement and course selection, performance testing, review of student work samples, detailed phone conferences, goal-setting, adjustment of student schedules and lesson pacing, lesson modifications and/or enrollment in instructional intervention programs, attendance in Zoom sessions, enrollment in elective courses, and strategies for families to implement throughout the year. The process also includes several goal-review and adjustment sessions including a final conference at the end of the school year to review progress.

### 3.7.2 Adding Elective Courses (Elementary and Middle School)

Before requesting to register for electives, students in grades K through 8 must generally meet the following criteria:

- be enrolled in school for at least thirty (30) days.
- be in good academic standing (overall grade of 70% or higher).
- maintain acceptable attendance.

Teachers will work with families to select appropriate electives, approve the student's selection, and enroll the student in the elective course(s).

### 3.7.3 How Families Can Personalize Instruction

Students and learning coaches work closely with their teachers to personalize student programs, but families can also personalize their learning programs in several different ways.

- **Pacing and Scheduling** — Subject to requirements including, but not limited to, the required days of attendance and/or hours of instruction required and other applicable state or local regulations, the school allows students and their learning coaches to structure the school day to best meet the student's learning needs. Students and their learning coaches can select which days of the week to complete certain courses and how many lessons of each subject per day they plan to complete. This flexibility accommodates different learning styles and needs; however, the personalization of pacing and scheduling must not impact the overall amount of work that is required of each student, which is determined exclusively by Pennsylvania requirements and is overseen by the school's leadership.
- **Limits to Program Flexibility** - Every student is expected to master the essential skills and standards covered by the school's rigorous curriculum, which is designed to meet or exceed Pennsylvania standards. Families may work with teachers to adjust pacing and assigned lessons for each student; however, it is imperative that students participate fully in the school's standards-based curriculum and complete the lessons and assessments assigned by the teacher(s).

### 3.7.4 Placement Changes during the School Year (Elementary and Middle School)

Counselors, administrators, teachers, and the Reach staff work together to make sure each student's initial course placement is accurate and appropriate. Although it is possible to request a change in placement after the student is enrolled, Reach recommends that before requesting a placement change, students work in their assigned courses, look ahead in the curriculum for the year, and discuss with the school any specific challenges the student is having with the course work and/or grade level placement. The student's teacher may also be able to tailor the current curriculum to better meet the student's individual needs.

To request a placement change, the learning coach should contact the student's teacher. The school leader or their designee will have final say in approving or disapproving placement changes.

### 3.8 Course Completion

#### 3.8.1 Midyear Course Completion (Elementary and Middle School)

Before requesting to move on to the next course or level, students should work with their learning coaches and teachers to make sure they have mastered course content. Teachers can provide enrichment and extension activities for students to reach greater depth in their studies. Electives may also be available for students who have completed a required or core course prior to the end of the school year.

The decision to advance to a new level of a subject or subjects mid-semester or mid-year will be made collaboratively by the caretaker, learning coach, teacher, school counselor and school leader. Students may be eligible for a mid-semester or midyear placement change if they can demonstrate the following outcomes:

- mastery of current course content
- exploration of enrichment and extension opportunities offered throughout the curriculum
- sufficient in-depth involvement with the course material as determined by the teacher.

The teacher will review these criteria to determine the student's eligibility for a placement change. If the student is deemed eligible, the teacher will request the placement change on behalf of the student. Generally, if a mid-year curriculum promotion occurs, the student's final grade level will remain the same. As with other placement changes, the school leader will have the final say in approving or disapproving placement changes.

#### 3.8.2 Late Course Completion

Students who require extended time to complete assessments after the school year has ended should check with their school counselor and teacher for allowable permissions for assessment completion. If there are extenuating circumstances, students may request an extension to submit work up to two (2) weeks after their school's last official day of classes. There is no guarantee that an extension will be granted.

Extensions will not be granted beyond two (2) weeks after the last official day of school. Extensions will not be considered for the purpose of accelerating course studies over the summer. Unless a student is enrolled in an official summer school program (or the student qualifies for extended school year services through their special education services), additional services or materials will not be provided for learning activities over the summer. For students with an IEP, Extended School Year (ESY) services are determined by the student's IEP team.

## 4 Attendance

Students in Reach have no physical classrooms but still must meet all regulatory requirements for attending public schools in Pennsylvania. These requirements include attending school for the required number of days and/or completing a required number of instructional hours. Caretakers and students are jointly responsible for ensuring students meet the attendance requirements. School authorities are responsible for enforcing attendance laws. Students not attending school as mandated by law will be considered truant.

Although there is more flexibility in the Reach program than in a traditional school setting regarding instructional time, students are still expected to follow the school calendar.

#### 4.1 Caretaker and Learning Coach Responsibilities for Attendance

All Grade Levels: State laws require that caretakers take responsibility for ensuring their student(s) attends school. In addition, all students must complete assigned lessons and submit specified assessments to their teachers. Attendance should be equated to work completion. If the student does not complete assigned lessons, then attendance hours will not be marked. Students and/or their caretakers and/or learning coaches must also participate in/respond to regular telephone, email message, and/or web conferencing (Zoom) contacts, as well as in-person contacts with a teacher during the school's regularly scheduled school hours.

Elementary and Middle School (Grades K–8): To meet attendance requirements and successfully complete their lessons, students in elementary and middle school will need assistance from a learning coach. The student's need for assistance will range from substantial assistance to relatively minor assistance and will vary depending on the student's age, ability to be self-directed, and to comprehend the materials. In addition, students must be in a safe and secure environment, which generally requires the student to have adult supervision during the entire school day to meet health and safety regulations.

High School (Grades 9–12): Students are expected to perform their schoolwork independently. However, the learning coach is still responsible for verifying that the student has completed the assigned lessons and assessments. The learning coach is also expected to be available for regular teacher conferences. While students may not need adult supervision during the school day, they must still be in a safe and secure environment.

#### 4.2 Marking and Verifying Attendance

The Attendance Department is responsible for documenting student attendance in Focus and for verifying the accuracy of attendance records through authenticating student module completion. Caretakers and learning coaches do not record attendance at Reach in either Canvas or Focus.

Learning coaches can reach out to the Attendance Department with questions or concerns around attendance hours. Disputes related to attendance should be discussed first with the Attendance Department. Learning coaches who do not have their concerns resolved should contact the school leader to resolve the dispute, then follow the dispute resolution procedures if the issue is not resolved with the school leader.

#### The School Day

Students must complete a certain number of instructional hours per day as required by state law and regulations. The school day is not limited to certain hours for start and end times, however the school's teaching staff is only available during the school's hours of operation. Learning coaches must also be available for their scheduled phone conferences during these times.

#### The School Calendar

The school operates according to a set school calendar, which includes days when teachers will not be available due to professional development (other Support Services may be available during these days),

and days when the school is completely closed (no Support Services are available during these days). Student learning may continue during any days when the school is closed. All work must be completed as of the last day of school, except as provided in the Late Course Completion section of this handbook. School work that is not completed as of the last day will receive an incomplete or failing grade.

### Types of Absences

Reasons for excused absences may include, but are not limited to, the following:

Health problems- Students are unable to participate in schoolwork due to physical or mental health problems.

If a student misses a school day, the caretaker or learning coach must submit an absence excuse through Focus documenting the health issue. The school may also require a doctor’s note for absences of more than three (3) consecutive days.

Other excused absences- Examples of other excused absences include a family illness that requires the absence of the student, a death in the immediate family, religious holidays, family trips that can be taken only during the normal school calendar year (see the section below on extended absences), court appearances requiring the student’s attendance, attendance at special events of educational value approved by a teacher, and other special circumstances that show good cause. These absences must be approved in advance by the Attendance Team. If requested or required, families should expect to provide appropriate documentation to support an absence.

During an excused absence, the student is still responsible for completing all required lessons and assessments for the school term.

Unexcused absences- Absences that are not approved by the school will be considered unexcused.

### Extended Absences

If a learning coach is aware their student is going to be unable to complete their learning activities for more than three (3) consecutive school days, they should contact the school as soon as possible to inform them of the planned absence and discuss a plan to ensure the student stays on track to complete the school year successfully. The school may request documentation of the reason(s) for the planned absence.

The Attendance Department is responsible for documenting student attendance in Focus and is responsible for verifying the accuracy of attendance records through authenticating student lesson completion.

### Focus Attendance Codes

The following attendance codes will appear in Focus:

Code	Definition of Cod
P	Present

C	School Closed
E	Excused Absence
U	Unexcused Absence

### Hours of Schooling/Attendance

Students must meet all regulatory requirements for attending public schools in the state. These regulatory requirements include attending school for 180 days and completing a required number of hours of instruction per year.

Hours of schooling per day and/or week are accumulated by completing lessons, assessments, portfolio items, labs, attending direct instruction sessions, attending educational field trips, participating in state mandated assessments, and by participating in other educational activities.

Failure to attend mandated Zoom sessions, state testing, or respond to email and phone call messages from teachers may be counted against documented attendance.

Although there is more flexibility in the Reach program than in a traditional school regarding when instruction occurs, students, learning coaches and caretakers should be aware that the school calendar reflects the days on which teachers are available to students.

### Attendance Responsibilities by Role

#### Caretaker/Learning Coach Responsibilities

- Alert the School of Excused Absences – If a student is absent, the caretaker or learning coach must complete the Attendance Excuse form in Focus for their student(s). The school will determine if the absence can be classified as excused, per the guidelines listed in this handbook. The Attendance Department will then enter an “E” or “U” for that day’s attendance.
- Complete Defined School Year – Regardless of the number of hours of schooling a student may complete prior to the last day of the school year (as defined in the school year calendar), students are required to meet the weekly required instructional hours up to and including the last day of the school year.
- Days Off – Students are able to work on school days off to get ahead or make up work, however teachers and staff are not available on these days. Students cannot move these days on their official record to schedule in-session days.
  - Note: regularly scheduled school holidays will automatically be recorded as off.
- Educational Trips – If a student is participating in an educational trip, the caretaker or learning coach must submit a request to the school by completing the Educational Leave form found in Focus. The completed Educational Leave form must be submitted to the Attendance Department at least two (2) weeks prior to the planned trip. The leave must be approved by the school administration. Learning coaches and/or caretakers should communicate with teachers about adjusted work completion goals.



## School Responsibilities

- Monitor and Review Attendance Records – The Attendance Department will monitor and review attendance records on a weekly basis. The Attendance Department will also identify and record excused absences and unexcused absences.
- Maintaining the Integrity of the Attendance Data – The attendance system prohibits further editing of attendance data at certain points. Any requests for adjustments to the previously verified records must be submitted to the school in writing for review, approval and adjustment.

Official Attendance Record – The Focus attendance system is the record of student attendance. It is, however, one of many sources used to determine if a student is meeting the minimum program requirements. If it has been determined that a student has not completed enough work or that certain other program requirements have not been fulfilled, further sanctions up to and including withdrawal may occur. If a student regularly does not complete enough work, despite repeated assistance and intervention from the school, then the student may accumulate unexcused absences or be withdrawn.

### 4.3 Truancy

Students who fail to meet legal attendance requirements, which may include reported attendance, required contact with teachers, submission of assessments, and documentation of lesson completion shall be considered truant. The school may institute truancy proceedings or otherwise report the student to the appropriate authorities, including courts, as is consistent with state law.

In order to maximize student learning, regular attendance is imperative. The Reach program offers a great deal of flexibility surrounding how many hours students spend each day on schoolwork and on what days of the week they complete schoolwork. Due to this flexibility, Reach has zero tolerance for truancy. Caretakers are held legally responsible for ensuring that their students are fully participating in school, even if they have designated another individual as their student's learning coach. The information below is intended to help caretakers understand how to avoid having their student be considered truant, and to understand the consequences of truancy.

In order to avoid truancy, the caretaker must ensure that the following activities are taking place:

- The student completes assigned lessons and assessments weekly.
- The student is available for regularly scheduled telephone calls with teachers.
- The student attends any assigned mandatory Zoom sessions.
- The student is able to demonstrate that they are doing their own schoolwork.
- The student attends mandatory state testing.
- The caretaker or learning coach has communicated with the teacher/school in advance if they need to deviate from the regular school calendar.

The final decision about whether an absence is considered excused or unexcused will be made by the Attendance Department, State Attendance Manager, or School Leader. Please note that three (3) unexcused absences are not in compliance with the law.

Reach is required to record student attendance in the same way as traditional public schools. If a student is not adequately engaging in the online program or has accumulated more than three (3) unlawful absences, the school is required to notify the caretaker in writing and work with the caretaker and/or learning coach to create a School Attendance Improvement Plan (SAIP). If the student continues not to engage in the program, Reach is required to take further actions, up to and including, legal proceedings.

Unexcused Absences	Plan of Action
One (1) unexcused absence	Caretakers will receive a phone call and email notification that the absence is unexcused and that penalties may be enforced.
Second (2nd) unexcused absence	Caretakers will receive a phone call and second email notification that a further unexcused absence has occurred and that additional penalties may be enforced.
Third (3rd) unexcused absence	Caretakers will receive a phone call and written notification of three (3) unexcused absences. Invites will be sent for a School Attendance Improvement Plan (SAIP).
Fourth (4th) unexcused absence and fifth (5th) unexcused absence	Caretakers will receive a phone call and email, which will outline next steps with regard to a mandatory School Attendance Improvement Plan (SAIP) with school staff. Three (3) attempts will be made to hold a meeting with the caretaker to discuss the SAIP; however, the meeting can be conducted without the caretaker if they are unable to attend. Students with an IEP or 504 will be contacted about a meeting to review attendance concerns
Habitually truant status (having six (6) or more unexcused absences during the current school year)	<p>Caretakers will be notified by phone call and email of absences, will be assigned a truancy officer, and possibly invited to attend a truancy diversionary program live lesson.</p> <p>For students under fifteen (15) years of age, the school will make a referral to other community-based attendance improvement programs or Children and Youth in the student’s local area. Truancy charges may also be filed at the local magistrate.</p> <p>For students fifteen (15) years of age and older, the school will make a referral to other community-based attendance improvement programs in the student’s local area. Truancy charges may also be filed at the local magistrate. Children and Youth may also be contacted if the student does not attend the community program.</p> <p>Students residing in Philadelphia County will be referred to the Go Program through the District Attorney’s Office.</p>

Ten (10) unexcused absences	After ten (10) consecutive absences, the student will be withdrawn from Reach for truancy, and the Resident District will be notified of the withdrawal. Children and Youth will also be notified for students under the age of eighteen (18).
-----------------------------	--

Reach Cyber Charter School will work closely with families in the event a student has unexcused absences from school. Our goal is to work collaboratively with families to prevent truancy and improve student attendance and achievement. The above process is outlined by the Pennsylvania Department of Education and is consistent with compulsory attendance laws of the state of Pennsylvania.

### Definition of “Missing a Day of School”

Missing a “day” of school is defined as “missing 1% of overall lesson completion in a week.” Missing 1% of overall lesson completion in a week may be considered a day of unexcused absence if the learning coach or caretaker does not provide acceptable documentation to the school for those missed hours to be considered excused.

## 5 Grading and Student Evaluation

Students are evaluated based on several types of assessments, such as quizzes, tests, portfolios, and discussions as described in Section 3.6.2 Assessments within the Curriculum. Teachers and substitute teachers are responsible for grading students’ work. Only the teacher or substitute teacher can issue the final grade for the course.

### The Grade Book and Progress Reports

The Canvas Grade Book allows all students and caretakers and/or learning coaches to view grades from both electronic assessments (immediate and automatic postings) and written work (posted by teachers after work is evaluated). The Canvas Grade Book is available 24 hours a day, seven days a week (excluding regularly scheduled maintenance) and always reflects the student’s status in each course in which they are enrolled.

Reach provides progress reports that are snapshots of students’ grade books during a certain time (e.g., the first quarter of the school year) which may include teacher feedback and comments. Progress reports are created and posted at certain times per year based on a schedule set by Reach. They will be available in the Student Information System (Focus Schools).

### Grading Timelines

Most assessments, other than portfolio assessments, should be graded by the teacher within two (2) school days. Generally, portfolio assessments will be graded by the teacher within five (5) school days of receipt and the grade posted to the grade book.

#### 5.1 Grading Scale (Elementary and Middle School)

Reach uses the following grading scale for grades K-8 (See Section 6, High School Programs and Policies, for the grading scale for grades 9-12):

Grade	Minimum %	Maximum %	Passing?	Grade Points
A	90	100	Yes	4
B	80	89	Yes	3
C	70	79	Yes	2
D	60	69	Yes	1
F	0	59	Yes	0

## 5.2 Placement, Promotion, and Retention (Elementary and Middle School)

### Placement

During the Reach enrollment process, the student’s caretaker is asked to submit academic documentation for the student that includes the student’s most recent academic progress. This information is reviewed and verified by the school counselor, the manager of special education, and/or the administrators, who collaborate to determine the most appropriate course placement for the student. For students with an IEP, placement will be in accordance with the student’s IEP.

### Promotion/Retention of Returning Students

Near the end of the school year, teachers make recommendations to their school leader regarding promotion or retention for their students in grades K through 8. These recommendations are based on the following student performance information:

- successful completion of language arts and math courses (based on Reach's grading scale)
- performance across all courses
- lesson completion across all courses
- attendance
- proficiency levels on assessments, including state testing

For third grade students to be promoted to fourth grade, they must also demonstrate proficiency in reading.

Decisions about retaining students due to inadequate progress or lack of proficiency will be made on a case-by-case basis, and in accordance with applicable state regulations, by the school leader. School staff will contact the caretaker of students in danger of retention in early spring and will discuss the options available to best suit the individual student’s needs. It is possible a student may be retained at the end of

the school year though not apparently in danger of retention in early spring. The school will make every effort to ensure the caretaker is aware of this as soon as possible.

Teachers and school administrators review and discuss the recommendation to make a final decision about promotion/retention for each student.

### High School Coursework Completed in Middle School

Students in middle school who are academically ready to take high school courses may do so with appropriate approval. Students will be issued high school credit upon successful completion of the course.

## 6 High School Programs and Policies

### Placement

During the Reach High School enrollment process, the caretaker may be asked to submit academic documentation that provides a record of school credits earned and attempted, and any courses in progress. The school counselor uses the documentation to determine remaining courses needed. Initial course placement will be based on high school credits earned and aligned with state graduation requirements, typical course sequences, and post-secondary goals established by the student during the enrollment process.

Caretakers review and confirm their agreement to course placement prior to the student starting coursework. Through this process, Reach may make a decision regarding placement that may differ from the student’s prior placement; however, for students with an IEP, placement will be in accordance with the student’s IEP.

### High School Credit

Only high school-level classes provide high school credit toward graduation (unless required by the student’s IEP team). In some cases, students who are dually enrolled with a college or university may also earn high school credits for those courses.

### Promotion

The following credits are required to be promoted from one grade to the next:

Classification	Grade	Minimum Number of Credits
Sophomore	10	5
Junior	11	10
Senior	12	16

At the time of a student's enrollment, school counselors will establish estimated grade levels based on preliminary information about previously earned credits. Student grade levels are updated at the end of each school year. The automatic adjustments are based on the student's earned and verified credits recorded in Focus.

High school students on an accelerated pace will move from 9th grade directly to 11th grade upon successful completion of English 10 over the summer directly following their freshman year.

In certain situations, the counselor, in consultation with the student, learning coach, and/or school administrator, may adjust the student's grade to most appropriately match the student's current academic needs.

## Graduation and Diploma Requirements

To be eligible to graduate and receive a diploma from Reach, a student must meet all the following requirements:

- complete the 21 credits required by the PDE in specific areas and subjects as outlined herein;
- be enrolled during the semester immediately prior to graduation, and not be full-time enrolled in any other school;
- earn a minimum of 25% of the courses required for graduation; and
- meet the requirements of one (1) of the five (5) state high school graduation pathways:
  1. Keystone Proficiency
  2. Keystone Composite
  3. Career and Technical Education (CTE) Concentrator
  4. Alternative Assessment
  5. Evidence Based

A student may finish school during the school term in which they turn twenty-two (22) years old.

## Early Graduation

At the close of the second semester, the school administrator, school counselor, and other staff will review each senior's records to ensure that these students have completed all graduation requirements. The school administrator will then initiate the "withdrawal for graduation" process in Focus for those students who have completed all requirements.

Students who have completed all graduation requirements at any time prior to the end of the second semester of their senior year may request early graduation by contacting the school administrator. The school administrator and other appropriate school staff will then review the student's records to ensure that all graduation requirements have been met. After the school administrator grants approval for early graduation, they will initiate the "withdrawal for graduation" process. This includes marking the student's transcript to indicate graduate status. Once the student has graduated, the student will no longer be enrolled in Reach and will not have access to Canvas.

Unofficial transcripts will be available to students via Focus as long as the student is enrolled in Reach, and official transcripts will be available at any time by contacting the school. Early graduates will receive their diplomas at the end of the second semester, when the rest of the graduating class receives their diplomas. Early graduates are welcome to join in any and all graduation activities offered by Reach but must inform the school of their desire to participate in graduation activities at the same time they request early graduation.

## Area and Subject Requirements

Students must earn the following credits in the following areas and subjects:

Subject	# of Credits
English	4.0
Mathematics	3.0
Science	3.0
Social Studies	3.0
Arts or Humanities or Both	2.0
Health and Physical Education	1.0
Additional courses from among those approved for credit toward graduation by the school including approved vocational education courses	5.0

Reach uses a standard whereby one credit equals approximately 180 hours of instruction (sometimes referred to as Carnegie Units).

### National Collegiate Athletic Association (NCAA) Eligibility

In order to be eligible for National College Athletic Association (NCAA) scholarships, students must meet certain academic and other requirements, including but not limited to taking NCAA-approved high school courses. Many of Reach’s core and elective courses are NCAA-approved; however, students interested in NCAA scholarships should contact their school counselor to determine an appropriate course schedule that will help them meet NCAA requirements. Students should also visit the NCAA Eligibility Center for more information.

### Grades and Grade Point Averages (GPA)

Students are awarded credit only for courses in which they have earned a grade of D- (60%) or higher. This applies both to courses taken at Reach and at other schools. Courses required for graduation must be re-taken by the student if a grade of D- (60%) or higher is not earned and re-taking such courses may delay the student's graduation. The school's grading scale is below.

Semester and year-end grade point averages (GPA) calculations will follow a four-point scale (below). GPAs will only include graded courses; pass/fail courses will not be averaged into a student’s GPA. Passing grades for Honors courses are weighted with one-half (0.5) extra grade point. Passing grades for Advanced Placement (AP) courses are weighted with one (1) extra grade point.

Grade	Grade %	Passing	Non Weighted	Weighted (Honors)	Weighted (AP)
A+	98-100	Yes	4.00	4.50	5.00
A	92-97	Yes	4.00	4.50	5.00
A-	90-91	Yes	3.67	4.17	4.67
B+	88-89	Yes	3.33	3.83	4.33
B	82-87	Yes	3.00	3.50	4.00
B-	80-81	Yes	2.67	3.17	3.67
C+	78-79	Yes	2.33	2.83	3.33
C	72-77	Yes	2.00	2.50	3.00
C-	70-71	Yes	1.67	2.17	2.67
D+	68-69	Yes	1.33	1.83	2.33
D	62-67	Yes	1.00	1.50	2.00
D-	60-61	Yes	0.67	1.17	1.67
F	0-59	No	0.00	0.00	0.00

### Class Rank

Reach will calculate the class rank for each high school student two times per year, shortly after the conclusion of each semester. Students who have not yet successfully completed any high school courses for credit directly from Reach will be excluded from the class rank calculation.

For the purposes of calculating the class rank, the student’s cumulative GPA will be used, which may include weighted grades for Honors or Advanced Placement courses. Courses transferred in from other accredited institutions will also be included in the class rank as long as there is a grade assigned for that course.

The cumulative GPA is calculated to the hundredth of a point. Students whose class rank rounds off to the same thousandth of a point will be considered tied and will receive the same class rank. The ranking will compare students within the same grade level. The class rank is not included on the student’s official high school transcript.

### Release of High School Educational Records

Reach will provide educational records, including official high school transcripts, class rank, test scores, and letters of recommendation to third parties such as post-secondary institutions, scholarship committees, and/or potential employers, only with prior written approval from the student’s caretaker, or from the student if they are 18 years or older or an emancipated minor.



To ensure that application deadlines are successfully met, the school requires advance notice of at least 10 working days for requests to provide educational records to students, caretakers, and/or third parties. We require 30 days' notice for letters of recommendation. Note: Class rank is only calculated twice a year.

Requests for records should be made using the Authorization for Release of Educational Records Form.

### Prerequisites

Students must meet all course prerequisite requirements prior to registering in them. Prerequisites can be found in the course catalog and through discussions with your school counselor.

### Duplicate Coursework: Repeating a Course

Students may repeat a course in order to improve their grade. Only the higher of the two grades will be included in the GPA. Credit will be awarded only once, for the higher of the grades. Both courses and both grades will show on the transcript.

### Schedule Changes

Students may request changes to their schedules within the first six weeks of enrollment or within the first six weeks of the semester. To add or drop a course, a caretaker must make a request to the school counselor.

### Transcripts

Students are able to access ongoing information about their courses through their online grade books within Canvas. To request an official copy of a transcript, families must complete a Transcript Request Form and submit it to the school administrator for approval and processing. Official transcripts are generated at the school. They have official school signatures, raised seals, and are sent in a sealed envelope. Caretakers are able to view a copy of the transcript through Focus at any time.

### Credit from other Schools

As part of the enrollment process, families submit their students' most recent report cards and/or transcripts. Counselors analyze previously earned credits and determine which credits will transfer to Reach. The school counselor may require complete unofficial transcripts or complete end-of-year report cards before approving a student's grade level and course selection. Official transcripts are required within the first 30 days of school for final credit transfer approval and for final course approval. Upon graduation or withdrawal, the official Reach transcript will display both the credits earned at Reach as well as any transfer credits.

### Credit for Coursework Completed in a Home School Program

Prior homeschooled students may have high school credits transferred when reviewed by their sending school district's certified teacher and approved on school letterhead.

### High School Courses Taken in Middle School

Students may earn high school credit for high school level courses taken during the middle school years. A middle school course for which high school credit is granted must cover the same content as the equivalent high school course and must be approved by the school counselor in advance. Students must

have approval of the school to pursue this opportunity. Check with the school counselor for more specific information.

### Credit for Other Experiences

Many students are involved in activities outside their school experiences, such as: music, dance, and art lessons, foreign language instruction, and participation on athletic teams. While Reach recognizes the value of these activities, they cannot be used to earn high school credit.

### Independent Study

Independent Study is a school-approved, student-centered, alternative method of learning that allows a student to earn regular education course credit while working on a standards-based, curriculum-aligned, independent project. Students work independently under the supervision of a certified teacher following a plan created jointly by the student, the caretaker, and the teacher. Students who wish to earn credit for an Independent Study project must complete an application and have the approval of the teacher, school counselor, and school administrator in advance.

### Students Driving to Sanctioned Events

The school highly recommends to caretakers that students not be permitted to drive unaccompanied to Reach sanctioned events. Preferred options include having caretakers or designated adults drive and supervise students, or having students use public transportation options. However, under certain circumstances students may need or wish to drive to an event without supervision from an adult. In order to be able to drive unaccompanied to a Reach sanctioned event, students must meet the following guidelines:

- Must be 16 years of age.
- Must possess a valid driver's license.
- Must use a currently registered, inspected, and insured vehicle.
- Must be a student in good standing, with good attendance, and with no disciplinary actions noted in the student's file.

In addition, it is the responsibility of the student who attends an event without a caretaker or designated adult to do the following:

- Document parental permission to drive to events for the current school year by submitting a completed and signed Student Driving and Attendance Authorization form to the school.
- Obey all time schedules.
- Obey all school rules including maintaining acceptable attendance and disciplinary standards. If a student arrives late, privileges may be revoked.
- Adhere to school rules and procedures for events.

Under no circumstances shall the school be responsible for students who make their own personal travel arrangements and/or are not accompanied by an adult. Unaccompanied student drivers at events shall remain the responsibility of their parents/legal guardians. If a student driving to or from an event is involved in an accident, Reach shall not be liable for any injuries or damage; all liability rests with the student, their parents/ legal guardians and/or any insurance maintained by the parents/ legal guardians and/or the student.

Under no circumstances shall students drive other students to an event. If a student nevertheless permits another student(s) to ride with them, Reach shall not be liable for any injuries or damage to any parties. The student's parents/legal guardians and/or any insurance maintained by them and/or the student will be responsible for all injuries and/ or damage that may occur.

Even if a parent/ legal guardian does grant permission for a student to drive unaccompanied, it is important to note that driving a car to an event is a privilege for a student and not a right, and such privileges may be denied or revoked by the school at any time. Safe driving practices must always be adhered to. Students who endanger other drivers, individuals, pedestrians, or property, and/or do not follow state laws or school rules and/or procedures for events, may have their permission to drive unaccompanied to school events revoked by the school. Furthermore, students may be reported to the police for further action.

## 7 Services for Special Populations

### 7.1 Individuals with Disabilities Education Act (IDEA) Eligible Students

Reach Cyber Charter School complies with the requirements outlined in the IDEA as well as Chapter 711 Charter School and Cyber Charter School Services and Programs for Children with Disabilities and assumes the duty to ensure that a Free Appropriate Public Education (FAPE) is provided to students who have a qualifying disability under the IDEA. In general, this includes (but is not limited to) identifying and evaluating the needs of students with disabilities under the IDEA, developing and revising Individualized Education Programs (IEPs), determining appropriate placements in the least restrictive environment for students with IEPs, implementing IEPs in the appropriate placement determined by the IEP team, considering continued eligibility for special education and related services, and developing and implementing transition plans to prepare for post-secondary transition after high school.

When a student initially enrolls in Reach with an existing IEP, the school either implements the IEP as written or provides the student with comparable services until a new IEP is developed or amended by the IEP teams. Specially designed instruction for students with IEPs is most often delivered in Zoom sessions. In the virtual environment, FAPE is provided in the Zoom classroom and includes instruction from a special education teacher. Related services are commonly provided in the virtual environment according to students' needs to provide FAPE. It is important for students receiving special education and related services to attend these sessions designed to address their IEP goals.

The IEP team determines the instructional program, modifications, and accommodations needed for students with disabilities, including the need for accessible instructional materials and assistive technology. In accordance with legal requirements, accessible formats and assistive technology will be provided to students who need alternative access with these accommodations documented in an IEP or Section 504 plan.

#### Enrollment Requirements

All caretakers who indicate their students have special needs are asked to submit a copy of the student's most recent Individualized Education Program (IEP) as soon as possible after the enrollment process is complete. It is important that the IEP is current and complete, and that all educational assessments and evaluation reports that support the IEP are also submitted. Enrollment will not be delayed; Reach staff will work with families and with the student's prior school to obtain copies of necessary documents. All documents are reviewed by the Director of Special Education, the student's IEP annual review date is noted, and an IEP meeting will be scheduled, if necessary. At the start of school, a member of the special education staff contacts the family to discuss specific student needs or to clarify information.

## During the School Year

At the beginning of the school year, the special education team ensures that teachers of students with IEPs have access to each student's IEP. The teachers are made aware of each student's special learning needs and required accommodations. Teachers are also given guidance on how to make the necessary program accommodations and modifications.

## Conducting IEP Meetings

The special education team, including a special education teacher, plans for and schedules all annual reviews and other IEP-related meetings. The team contacts families and establishes mutually agreeable meeting times. Typically, IEP Team meetings are held in a virtual Zoom classroom and on a conference line and occur in compliance with all state and federal laws.

## Special Education and Related Services

Some students qualify to receive special education and related services according to their IEPs. Due to the virtual nature of the school, the services are typically provided virtually over the Internet with real-time conferencing software. Reach will provide a continuum of special education and related services that may include alternative placements. The IEP team ensures that services are provided in compliance with the IEP.

## Child Find

Reach has established and implemented Board-adopted procedures to identify, locate, and evaluate all children who need special education programs and services. Child Find refers to activities undertaken by the school to identify, locate, and evaluate enrolled children who are suspected of having disabilities, regardless of the severity of their disability, and determine the child's need for special education and related services. The purpose is to locate these children so that a free appropriate public education (FAPE) can be made available.

Reach's Director of Special Education will serve as the Child Find Coordinator and will provide Child Find information and public awareness outreach to school staff, caretakers, local organizations and agencies. School staff will receive information on analyzing universal screening results (from formative assessments) to identify students in need of instructional interventions and, potentially, special education evaluation. Students in need of intervention may also progress through Reach's Multi-Tiered System of Supports/Response to Intervention and Instruction (MTSS/RtII). Staff training will include how to facilitate requests from caretakers for evaluation.

Reach conducts systematic screening activities that lead to the identification, location and evaluation of enrolled children with disabilities. Identification activities are performed to find a child suspected of a disability that would interfere with their learning unless special education programs and services are made available.

- Reach's MTSS/RtII frameworks helps teachers identify students in need of intervention who may not be meeting appropriate educational benchmarks.
- The screening activities include:
  - review of test data including statewide assessment results
  - review of academic progress
  - hearing and vision screening
  - assessment of student's academic functioning
  - observation of the student displaying difficulty in behavior
  - teacher and learning coach observations
  - determining the student's response to attempted remediation

Reach's statement about Child Find is accessible to the public. The statement is on the general school public website and is communicated through messages on caretaker homepages within Canvas. In addition, all families enrolled in Reach receive Child Find information within the school newsletter, published on a semester basis. A link to the *Pennsylvania Parent Guide to Special Education for School-Age Children* is also provided in all locations.

### Student Support Team

The Student Support Team (SST) at Reach is comprised of school administrators, general and special education teachers and staff, school counselors as needed and parents when appropriate. The team meets regularly to discuss the progress of students demonstrating difficulties with the Reach curriculum. Any academic or behavioral difficulties have been documented by the student's teacher in Canvas and are related to the student's academic performance, progress, participation, and/or attendance.

Teachers follow the SST referral process as they refer students for discussion. The team meets to:

- review student academic and/or behavioral difficulties,
- accommodations and modifications that have been implemented,
- attempted differentiation by the teacher of the content area of concern,
- progress or regression noted by the teacher, and
- other relevant information.

After thorough discussion, the SST members will offer suggestions and provide the teacher and learning coach with varying intervention strategies to implement with the student. An intervention strategy is planned, and systematic data collection by the Reach staff is implemented to resolve the issues. At subsequent follow-up meetings, the team discusses which strategies were implemented by the teacher and learning coach, how those strategies worked, how the student is currently performing, and if other strategies need to be explored or implemented.

If the members of the team determine that multiple strategies yield no positive results, they will escalate their concerns to their managers and/or the special education team, as appropriate. Parents are also informed of academic concerns. When appropriate, the SST will refer the student for a special education evaluation and may do so at any point in the process.

### Special Education: Educational Records Confidentiality

Reach recognizes the need to protect the confidentiality of personally identifiable information in the education records of eligible children. The policy stated below has been prepared to ensure the privacy rights to both the caretakers and an eligible child in the collection, maintenance, release, and destruction of these records. This policy incorporates provisions from the Regulations of the State Board of Education on Pupil Records (PA Code 22, Ch. 12), the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the Confidentiality Section of the Individuals with Disabilities Education Act ("IDEA"), and the Confidentiality Section of PA Special Education Regulations and Standards.

Information in this policy will be reviewed and updated, as necessary.

**Destruction** – means physical destruction or permanent expungement of personally identifying data from a student's educational record so the information in those records is no longer personally identifiable.

**Directory information** – includes the following information relating to a student: the student's name, address, telephone number, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and heights of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the

student, and other similar information.

Education record/records – means those related to an exceptional student and maintained by Reach. This includes records for a student who is currently or who in the past received special education and related services from Reach. Records include permission to evaluate, evaluation reports, IEP, Section 504, notice of recommended education placement, progress reports, etc. (Personal notes of instructional, supervisor, or administrative personnel are not considered to be part of education records.)

Personally Identifiable Information (PII) – includes data or information that identifies a student or a student’s family members, including but not limited to, name, address, telephone, personal identifier such as student number or social security number or by a list of characteristics or other information that, alone or in combination, is linked or linkable to a specific student that could be identified with reasonable certainty.

Release – the giving of access to or the allowance of inspection, transfer, disclosure, or communication of any portion of a student’s education records which includes in it personally identifiable information; the term also means release to any person by any means.

Student – means exceptional school age pupil or preschool pupil (eligible young child) with respect to whom an educational agency maintains education records.

Parent – includes a parent, guardian, or a surrogate parent who acts as a parent in the absence of a parent or guardian. Unless there is a state law or court order which provides to the contrary, the Intermediate Unit may presume that the parent has the authority to exercise the right inherent in the Family Educational Rights and Privacy Act of 1974 (FERPA).

Eligible student – a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

Authorized school official – means an administrator, supervisor, or instructor who has a legitimate educational interest in the student’s education.

## Education Records

An education record shall be maintained for each child receiving special education services from the school at the following locations:

- A special education file shall be maintained in the Student File Room at Reach. This file shall be considered the complete special education file.
- A permanent record shall be maintained for each current child and stored in the school site.
- A health record for each currently enrolled student will be kept in a locked cabinet.
- A copy of the special education file, permanent file, and health file will be stored in the Records Room for students who are no longer enrolled in the school.

## Transferring Files to Other Districts

When files are transferred to other schools, the file will be sent to the requesting district after a copy is made and stored in Reach’s Records Room. The school will notify parents when a request has been made by another school district for a copy of their child’s file.

## Viewing Files

A caretaker has the right to review the files of their child. The parent may also request and receive the following:

- An explanation of information in the student’s education records.
- A copy of all or part of the student’s education record (the cost of which will not exceed the

costs of duplication).

- A list of the types and location of the student's education record collected, maintained, or utilized by the LEA.

### Student Access Rights

When a student is eighteen (18) years of age or attending a post-secondary education institution, the right accorded to and consent required of a student's parent/guardian by law will only be accorded to and required of the student.

### Parental Access Rights

A caretaker, eligible student, or designated representative shall have access to the student's education records within forty-five (45) days of receipt of a written request to inspect, review or copy education records. The school may charge a fee for copying education records.

A caretaker also has the right to request and receive the following:

- An explanation of information in the student's education records.
- A copy of all or part of the student's education record. If copies are to be released to anyone other than the caretaker, the Consent to Release Information form must be completed by the caretaker.
- A list of the types and location of the student's education record collected, maintained, or utilized by the LEA.

### Accessing Records

Reach will maintain a record indicating the names of those persons who have obtained access, the date of access, and the purpose of access. Administrators, teachers, instructional aides, and the administrative assistant are authorized to have access to personally identifiable information.

The caretaker has the right to inspect the access record of their child's records.

### Maintenance Records

The Director of Special Education shall be responsible for ensuring that the education records, confidentiality rules, and education records policy for eligible young children are enforced and administered. This official will:

- Annually notify parents/guardians and eligible students of this policy, its procedures, and their rights. The notification shall be in their primary language unless it is not feasible to do so.
- Develop a system of safeguards which will protect the confidentiality of personally identifiable information at the point of collection, storage, release and destruction.
- Be responsible for ensuring that all school faculty and subcontracted agency staff, who collect or use personally identifiable information, receive in-service training regarding the implementation of this policy. In-service shall provide yearly information presentation to staff and subcontractors.

### Destruction

Reach will not destroy any part of an education record or personally identifiable information necessary for the education of a student who is enrolled in or has been enrolled in the school.

### Release of Information

In order to protect the rights of the student and their parents/guardians against infringement of privacy, misinterpretation of data, inappropriate use, Reach will obtain the written consent of the student's caretaker or the eligible student prior to disclosing personally identifiable information from the education records of a student, other than directory information, except when prior consent for disclosure is not



required by law. Consent will be obtained using the Consent of Release Information form.

Prior consent for release of such information is not required when disclosure is:

- To authorized school official or subcontracted agencies have a legitimate educational interest (a legitimate educational interest for an authorized school official means that this official will have administrative, supervisory, or instructional duties regarding the student's education program.)
- To officials of another school or school system in which the student is enrolled or intends to enroll; records will not be released without notifying the parents/guardians.
- To authorized representatives of the Comptroller General of the United States, the Secretary, or state and local educational agencies.
- To state and local officials or authorities, if a state statute adopted before November 19, 1974, specifically requires disclosures to those official and authorities.
- To comply with judicial order or lawfully issued subpoena, provided Reach makes a reasonable effort to notify the caretaker of the student or the eligible student of the order or subpoena in advance of compliance.
- To organizations conducting studies for, or on behalf of, education agencies or institutions provided such organization have received approval from Reach Board of Trustees.
- To a caretaker of a dependent student, as defined in section 152 of the Internal Revenue Code of 1954.
- In connection with a health or safety emergency, only if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Written consent will be obtained prior to the release of personally identifiable information to any party not mentioned above. Prior to requesting consent, Reach will provide the caretaker or eligible student in writing with the following:

- A general description of the information or record to be released.
- The form of the release.
- The reason the release was requested.
- The party or agency to which the information will be released.

Whenever the student's school district of residence, Intermediate Unit, or the Department of Education requests the release of information, a charter school must comply with the request within ten (10) days of receiving the request.

When a school district in which the student is enrolled or intends to enroll requests the release of information, Reach will comply with the request within ten (10) days of receiving the request.

#### Parental Request for the Amendment of Records

A caretaker has the right to request that Reach amend information contained in education records collected, maintained, or used by Reach if she/he believes it to be inaccurate, misleading or in violation of the privacy or other rights of the student.

After a request for an amendment, Reach shall decide whether to amend the disputed information within forty-five (45) calendar days after receipt of the request.

If Reach agrees to amend the disputed information, the caretaker or eligible student shall be notified in writing.

If Reach decides not to amend the education record in accordance with the request of the caretaker, Reach shall inform the caretaker in writing of the refusal, the reason(s) for the refusal, and shall provide further notification of their right to request and receive a records review hearing.

The following procedure will be followed when the opportunity for a hearing is actualized:



- The hearing shall be held at a mutually agreed upon time and place within thirty (30) days after Reach receives the request for a hearing from the caretaker.
- Reach shall give written notification to the caretaker of the date, place, and time of the hearing not later than five (5) days in advance of the hearing.
- The caretaker shall be afforded a full and fair opportunity to present evidence relevant to the specific information and reason(s) for requesting that information be amended and may be represented at their own expense by an individual of their choice, including legal counsel.
- The hearing officer shall render a written decision within thirty (30) days of the hearing's conclusion. This decision shall be based solely on evidence presented at the hearing and include a summary of the evidence and reasons for the decision.
- If the decision rendered is to amend the education records(s), Reach will inform the caretaker of this in writing.
- If the decision rendered is not to amend the education records, Reach shall inform the caretaker in writing of their right to place in the educational records of the student a statement commenting upon the information in the educational records and/or setting forth any reason for disagreeing with the decision of Reach. Parents/guardians will also be informed of their right to request an impartial due process hearing.
- This response shall be maintained by Reach as part of the educational records of the student if the record or contended portion thereof is maintained by Reach.
- If the educational records of the student or the contested portion thereof are disclosed to any party, the explanation shall also be disclosed to that party.

#### Special Education: Independent Educational Evaluation

##### Definition

An independent educational evaluation (IEE) means one or more individual assessment(s), each completed by a qualified examiner who is not employed by Reach.

##### Right to an IEE

- A parent has the right to obtain an IEE at public expense if they disagree with an evaluation obtained or conducted by Reach. The parent may be asked (but may not be required) to discuss their objection to the evaluation obtained by Reach, however the parent is entitled to only one IEE at public expense for each district evaluation.
- The parent has the right to an IEE at their own expense at any time, and the IEP team must consider the results.
- If a parent requests an IEE at public expense, Reach must without unnecessary delay, either:
  - Initiate a hearing under 34 CFR §300.507 to show that its evaluation is appropriate or,
  - Ensure that an IEE is provided at public expense.

##### Reach and IEE

Reach administrators and special education teachers are familiar with the provision and procedures for IEE. Any inquiry from a parent requesting an IEE is directed to the Director of Special Education. All evaluation reports, including IEEs obtained by the parents at their expense, are discussed and reviewed at a Multi-Disciplinary Team (MDT) meeting that includes the parents and all pertinent school personnel. The results of the evaluation are discussed and considered by the MDT and a decision is made as to what role they will play in further educational program planning.

## 7.2 Rehabilitation Act of 1973: Section 504 Eligible Students

Section 504 of the Rehabilitation Act of 1973 (the “Act”) is a federal statute designed to prohibit discrimination and to ensure that disabled students have educational opportunities and benefits comparable to those of non-disabled students. A “Section 504-Eligible Student” is a student who either (a) has, (b) has a record of having, or (c) is regarded as having, a physical or mental impairment that limits a major life activity such as learning, self-care, walking, seeing, hearing, speaking, breathing, working, and performing manual tasks. Section 504 plans are typically written for students who are disabled as defined in Section 504 of the Act, and who require accommodations and modifications to their instructional program (which may include services and/or assistive technology) but who do not require specialized instruction to receive FAPE.

When a student enters Reach with a Section 504 plan developed by their previous school, Reach will review the plan and supporting documentation and comply with Section 504 of the Act. The Section 504 team will adopt and implement the plan as is or propose a revision if appropriate, due to the virtual setting. Reach requires staff members to be cognizant of the needs of Section 504 students and to ensure that students receive appropriate accommodation. Students with Section 504 plans will have periodic review of their plans and needs through Section 504 team meetings.

### Enrollment Requirements

Caretakers of students with Section 504 plans seeking to enroll in the school are asked to submit a copy of the Section 504 plan during the enrollment and academic placement process.

When a student enters the school with a Section 504 plan developed by a prior school, the school will review the plan and supporting documentation and comply with Section 504.

### During the School Year

At the beginning of the school year, the 504 Coordinator ensures that teachers have access to a student’s 504 Plan. The teachers are made aware of each student’s special learning needs and are given guidance on how to make the necessary program accommodations.

Students who have Section 504 plans will participate in the regular education environment, with the use of supplementary aides and services. The regular education teachers (with the support of the Section 504 Coordinator and/or special education staff) will implement the provisions of Section 504 plans. A case manager will be assigned to notify teachers about the accommodation and to assist with and monitor implementation of the Section 504 plan.

Teachers will also have access to information about accommodation and modifications on their home page.

### Reevaluation

The school shall establish procedures for periodic reevaluation of students, consistent with the requirements of Section 504. Transitions from primary grades to intermediate grades, elementary school to middle school, and middle school to high school are often appropriate times to review and update a student’s Section 504 plan. For students who enter the school with an existing Section 504 plan, the schedule for the reevaluation will be determined by the Section 504 Coordinator based on the following: how recently the plan was developed, the appropriateness of the plan for the virtual school setting, changes to the student’s impairment, etc.

### Section 504 Accommodations

According to their Section 504 plans, some students qualify for accommodations and modifications to their educational program. Due to the virtual nature of the school, the services are typically provided

over the internet with real-time conferencing software. The 504 Coordinator ensures the service is provided in compliance with the student's Section 504 plan.

### New Referrals

Throughout the year, both teachers and learning coaches may detect that a student is having difficulties with learning and they may believe there could be a need for accommodations and modifications, supplemental aides and services as required under Section 504. If documented strategies fail, the student will be referred to the school's Student Support Team (SST). This team will meet and suggest additional strategies and considerations, and they will also work to gather more information about the student's learning history and profile. They may even consult with a member of the special education team and/or Section 504 Committee. If all the recommended strategies fail, the team (along with the caretaker) will consider a referral to the school's special education team and/or Section 504 Committee. Once the team receives the referral, they will begin the process of determining if the student needs evaluations and a Section 504 plan.

Federal law requires the school to provide its students, regardless of disability, with an equal opportunity to participate in and benefit from the school's education program. Reach is committed to providing its students with equal access to its education program. We provide students with accessibility through resources tailored to each student's individual abilities and needs, including assistive technologies and individualized support.

If your student needs assistance to fully participate in Reach's education program, please contact the school's special education coordinator or 504 Coordinator.

In accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, Reach provides you the following grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints.

Any person may use these procedures to resolve complaints of disability discrimination under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act (ADA). Complaints are not limited to student education but are applicable to other aspects such as nonacademic services, extracurricular activities, employment, facilities, and communications.

Complainants are encouraged, but not required, to first informally meet with an appropriate grade-band principal to resolve any matter related to discrimination under Section 504/ADA. If the complainant does not desire to begin with an informal complaint or is not satisfied with the outcomes of the informal complaint, they may file a grievance. The complainant may also file a complaint with the Office for Civil Rights at any time before or during these grievance procedures.

Formal complaints may be made to Reach's Director of Special Education who will provide prompt and equitable resolution of complaints.

- Complaints should be made in writing to the Director of Special Education and include the name, address and phone number of the person making the complaint, a summary of the complaint and desired resolution. The complaint must state the problem to be discriminatory.
- The Director of Special Education will thoroughly investigate the complaint, gathering evidence and statements from all involved parties. The Director will maintain the files/records relating to such grievances.
- The investigation should be completed within ten (10) school days and a written response and resolution, if required, will be provided to the complainant.

For more information, please contact Reach's Director of Special Education.

### 7.3 Gifted Students

Chapter 16 regulations and standards apply to students who are termed “mentally gifted.” For students to be considered for gifted education, a comprehensive Gifted Multidisciplinary Evaluation (GMDE) must be conducted. Chapter 16 defines Mentally Gifted as “outstanding intellectual and creative ability, the development of which requires special services and programs not ordinarily provided in the regular education program.” This term includes a person who has an I.Q. of 130 or higher when multiple criteria are set forth in Department of Education Guidelines indicate gifted ability. Determination of gifted ability cannot be based upon an I.Q. score alone. A person with an I.Q. score lower than 130 may be admitted to the gifted program when other educational criteria of the profile of the person strongly indicate gifted ability. Determination of mentally gifted must include an assessment by a certified school psychologist.

Multiple criteria indicating gifted ability include:

1. A year or more above grade achievement level for the normal age group in one or more subjects as measured by Nationally normed and validated achievement tests able to accurately reflect gifted performance. Subject results shall yield academic instruction levels in all academic subject areas.
2. An observed or measured rate of acquisition/retention of new academic content or skills that reflect gifted ability.
3. Show achievement, performance or expertise in one or more academic areas as evidenced by excellence of products, portfolio or research, and criterion-referenced team judgment.
4. Early and measured use of high-level thinking skills, academic creativity, leadership skills, intense academic interest areas, communication skills, foreign language aptitude or technology expertise.
5. Documented, observed, validated, or assessed evidence that intervening factors such as English as a second language, disabilities defined in 34 CFR 300.8 (relating to child with a disability), gender or race bias, or socio/cultural deprivation are masking gifted abilities.

To find out more about gifted services, please contact the Director of Special Education.

### 7.4 English Language Learners (EL)

Federal and state regulations require that schools determine students’ “primary or home language” and take “appropriate action to overcome language barriers that impede equal participation by [their] students in [their] instructional programs.” To meet this requirement, Reach asks caretakers to complete the Pennsylvania Home Language Survey during the initial enrollment process.

Students who have indicated any language other than English on the Home Language Survey must be administered an assessment using Pennsylvania’s English Learner Identification Procedures to determine English fluency within thirty (30) days of enrollment at the beginning of the school year or within fourteen (14) days for students enrolling after the start of the school year. If the student has performed the English language proficiency screening at a previous school (currently the state is using KW-APT, K MODEL, WIDA screener, or WIDA MODEL screener), test results should be provided to Reach during the enrollment process. If the student has not previously been tested, Reach School staff will contact the family to arrange testing within the thirty (30) days window. If the student has been designated as an English Language Learner (ELL) at any time and has NOT yet been re-designated as fluent in English, Reach is required to administer an annual ACCESS for ELLs test within a certain required timeline to determine the student’s progress in learning English. If a student is identified as an ELL, the School will offer specialized sheltered instruction services to assist the student in becoming fluent in English. Caretakers will be provided with appropriate forms to either accept or waive these additional services.

Students identified as ELL have access to the same courses as all other students, and placement in the most appropriate courses or coursework is made in consultation with the teachers, counselors, EL teacher, and administrator, when necessary. Reach is responsible for reclassifying and re-designating ELLs as fluent in English and assessing ELL students to determine if they are making progress towards becoming fluent in English. The reclassification window opens when ACCESS scores are published, and typically closes October 1 of the following school year. To determine if a student may be reclassified as fluent, the state mandates that four (4) factors must be considered as follows:

1. ACCESS for ELLs Proficiency Level
2. ACCESS for ELLs Reclassification Points
3. Points from language use inventory #1
4. Points from language use inventory #2

The language use inventories must be completed prior to the release of ACCESS scores each year for students who are likely to reach the threshold. If points from all four (4) factors meet or exceed the threshold score of 10.5, the student is eligible to be recommended for reclassification.

ELLs with disabilities that are eligible to take the Alternate ACCESS for ELLs may be considered for reclassification when:

1. A score of at least P2 on two (2) consecutive administrations or the same score for three (3) consecutive administrations is achieved; AND
2. The IEP team, with ESL input, recommends reclassification.

Once the determination for reclassification has been made, the date of reclassification is determined, and the caretaker is notified in writing. The student then enters a two (2) year monitoring phase. During the monitoring phase, teachers will review the student's progress and performance in core academic coursework and on school and state assessments. If a student is struggling academically, the student may be re-designated to an active EL and additional supports or interventions will be provided. Once a student has been monitored and determined to be academically successful for two (2) years, the student will be removed from the monitoring process.

## 8 Non-Curricular Activities

### 8.1 Clubs and Activities

Participation in clubs and/or activities is voluntary and does not impact a student's GPA.

#### Eligibility

Students must be enrolled at Reach for fourteen (14) days to be eligible to register with the clubs and activities program. There is no minimum GPA requirement, nor is there a limit to how many clubs a student may enroll in.

The Reach Honor Code and Code of Conduct applies to all clubs and activities. Students who engage in prohibited or unacceptable behavior, such as cheating or bullying and/or harassment of other students, may be removed from the program.

## 9 Community Events, Trips, and Activities

Reach strongly encourages families to get together for events, trips, study sessions, and other activities. The activities may have educational and/or socialization benefits for students and are generally organized by Community Coordinators.

Sanctioned Events vs. Non-sanctioned Events - Certain field trips are sanctioned events, sponsored by the school; others are non-sanctioned events that do not involve the school.

Information Sharing - Volunteers gather and share information (i.e., Facebook group messages, invitations sent via email message, or other communications channels) about events, activities, services, performances, and other opportunities that might benefit students and families. This is strictly the opinion of the volunteer or other families sharing the information, and the school bears no responsibility or liability for its accuracy or usefulness. Furthermore, any use of this information, or participation in an event or activity, is at the sole discretion of each individual caretaker.

Caretaker Responsibility for Students at Events - Caretakers assume responsibility for their safety and the safety of their student(s). The caretaker agrees to supervise their student(s) and any other minor children in their charge. The school assumes no liability for anyone who attends an event based on information included on the school's community message board. When school staff are present, they will be responsible, in conjunction with the caretaker, for general supervision of students and will prioritize student safety.

Special Arrangements - Volunteers may work to develop relationships with local schools, districts, and other providers of activities (e.g., the local Boys & Girls Club), as appropriate, to arrange opportunities for student participation and access to activities.

### Sanctioned Events

Sanctioned events shall have educational and/or social value and must be preapproved by the school leader or designee. A volunteer will have all adults in attendance sign the Reach Sanctioned Waiver, Release, and Event Permission Form at the official event. Caretakers should complete the Media Consent and Release form for each student prior to attending the event. If the adult supervising the student at a sanctioned event is not the caretaker, they must provide the community coordinator or school event representative with a signed, written note from the caretaker confirming the designated adult has permission to supervise the student at the sanctioned event and is authorized to execute the Reach Waiver, Release, and Event Permission Form as an agent of the caretaker.

A sanctioned event may be considered part of the school day upon approval from the school leader or their designee. Any schoolwork scheduled on an "event" day must still be completed. It is not necessary for students to complete lessons on days when they attend sanctioned events, therefore, lessons may need to be completed before and/or after the event to remain on track.

### Non-Sanctioned Events

Non-sanctioned events have not been approved by the school and will not be counted as a school day.

Families participating in both sanctioned and non-sanctioned events do so voluntarily and assume and accept all risks associated with their participation. Families participating in these events agree to release

and hold harmless the school, its affiliates, directors, officers, staff members, agents, and volunteers from any and all liability in the event of an accident or incident in route to, during, and returning from, which is related to, arises out of, or is in any way connected with the non-sanctioned event. The school will not accept financial responsibility for any necessary emergency care and/or transportation for anyone attending a non-sanctioned event.

## 10 Conduct, Due Process, and Communication

Reach strictly prohibits any form of bullying/cyber bullying, harassment, hazing, or any other similarly destructive behaviors toward any member of the school community, by any member of the school community, in any school environment or at any school activity. Caretakers and/or learning coaches who believe they or their student(s) may have been subjected to inappropriate behavior by anyone affiliated with the school should immediately contact the school leadership to report any concerns.

Caretakers and learning coaches, as well as students, are expected to abide by the Prohibited Behaviors policy outlined in this handbook, and any other sections covering appropriate conduct and communication. Caretakers or learning coaches who engage in any prohibited behaviors, directed toward any member of the school community, may, as disciplinary action, have their access to Canvas suspended or terminated at the discretion of the school leader. Suspension or termination of Canvas access is the equivalent of being suspended or removed from the school premises and all school activities. Therefore, caretakers or learning coaches whose Canvas access has been suspended or terminated will not be permitted to contact school staff at school, home, or other locations; to visit school premises; or attend field trips or other school activities, until the disciplinary issue has been resolved and their Canvas access is restored. All communications with the school must therefore be conducted through the student, or through another responsible caretaker or learning coach.

The suspension or termination of a caretaker or learning coach's access to Canvas will impact Reach's ability to partner with the caretaker/learning coach to meet the student's learning needs. If needed, the caretaker or learning coach who has been suspended or terminated from accessing Canvas may appoint another adult as the student's Designated Learning Coach by completing the Designated Learning Coach Agreement form prior to the termination of the account. The caretaker or learning coach will be notified via email of the impending suspension or termination of an account and will be given until the end of the next school day to complete the Designated Learning Coach Agreement form.

The caretaker whose Canvas access has been suspended or terminated may appeal this suspension to the school's Board in writing by sending an email or letter to the school Board president. Only written appeals will be considered. Board contact information can be found on the school's website.

The school community includes but is not limited to teachers, administration, staff, caretakers/learning coaches, students, volunteers, and school vendors.

### 10.1 Dress Code

Students and parents/caretakers are responsible for the dress and grooming of students.

Approved dress and grooming:



- During all in-person student events and Zooms, students must wear clothing including both a shirt and pants, skirt, shorts, or the equivalent. All students attending field trips/events must also wear shoes.
- Shirts and dresses must have fabric on the front and on the sides.
- Clothing must cover undergarments.
- Fabric covering all private parts must not be see-through.
- Hoodies must allow the student's face and ears to be visible to staff.

#### Not-Approved Dress and Grooming:

- Clothing may not depict, advertise, or advocate the use of alcohol, tobacco, marijuana, or other controlled substances.
- Clothing may not depict pornography, nudity, or sexual acts.
- Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation, political beliefs, or any other protected groups.

If the student's attire or grooming threatens the health or safety (e.g., attire that is affiliated with a gang) of any other person, then discipline for dress or grooming violations will be consistent with discipline policies for similar violations.

All persons who are visible during student Zooms should adhere to the student dress code. This applies to parents, caretakers, siblings, or others within view of the web camera.

#### 10.2 Drug, Alcohol, and Tobacco-Free School

Reach is a drug-free, alcohol-free, and tobacco-free environment. The use of controlled substances, alcohol, and/or tobacco is prohibited at all face-to-face school events and activities including, but not limited to, field trips, testing, and graduation ceremonies. This applies to all members of the school community including students and their families, teachers, staff, and visitors.

The use of tobacco, including smoking tobacco, chewing tobacco, e-cigarettes, snuff, or the possession of or use of any of the following by any member of the school community while on school premises or at a school event or activity as described above, will be considered a violation of this policy:

- Alcoholic beverage(s).
- Illegal, controlled and/or dangerous substances (unless prescribed by a physician for medical purposes and properly documented), or substances purported to be such. Examples include, but are not limited to, narcotics, amphetamines, marijuana, cocaine, heroin, hallucinogens, barbiturates, prescription or non-prescription drugs of any nature and medications such as diet pills, caffeine pills, bath salts, and others.
- Drug paraphernalia.

It shall also be a violation of this policy for any member of the school community to sell, distribute, or attempt to sell or distribute, tobacco products; e-cigarettes; drugs or drug paraphernalia; illegal, dangerous or controlled substances, or any substances purported to be such (synthetics), while on school property or at school events or activities.

If a Reach student attends a school event or activity under the influence of or in possession of an illegal, dangerous or controlled substance, alcohol, tobacco products or e-cigarettes their caretaker/legal



guardian will be notified. In these circumstances, caretakers will be required to arrange for immediate removal of the student from the school event or activity.

Any non-student member of the school community who attends a school event or activity under the influence of or in possession of alcohol or illegal, dangerous, or controlled substances or substance purported to be such will be asked to remove themselves from the premises. Local authorities including law enforcement may be notified at the discretion of the school leader or their designee depending on the nature of the violation. Any non-student member of the school community who attends a school event or activity and uses tobacco products or e-cigarettes will be informed of the school's tobacco-free policy for a first violation. If more than one violation occurs, further action may be taken by the school.

If a student is found to be engaged in communications arranging for the sale or exchange of alcohol or illegal, dangerous, or controlled substances or any substances purported to be such at a school event or activity, the student will be removed, and the school will contact both the student's caretaker and the local authorities.

Any other member of the school community found to be engaged in communications arranging for the sale or exchange of alcohol or illegal, dangerous, or controlled substances or any substances purported to be such at a school event or activity will be removed and reported to local authorities.

Students who fail to comply with this drug-free, alcohol-free, and tobacco-free policy will be subject to disciplinary action in accordance with the disciplinary policies. All other school community members in violation of this policy will be asked to leave the event or activity and/or will be reported to local authorities.

In all cases, this policy will be implemented in accordance with any applicable Pennsylvania laws.

### Drug and Alcohol Abuse Policy

Drugs and alcohol are prohibited at all school sanctioned events and in all Reach buildings.

Drug and alcohol abuse among young people is a major problem confronting our society and our community.

For this reason, a clear policy on drug and alcohol abuse is established for the students of Reach.

It is generally agreed that the most meaningful approaches to drug and alcohol abuse involve cooperative efforts on the part of students, caretakers, the school, community and social agencies. Furthermore, the best contribution schools can make is to provide positive, meaningful learning and the development of an educational program of value for each individual student.

Students attend school so that they may develop to their fullest potential. Reach recognizes the need to manage and treat the problem of drug and alcohol abuse and plans to take appropriate measures to prevent the problem of such abuse and support the ongoing efforts of a Student Assistance Program (SAP). The purpose of the SAP is three-fold:(1) to identify students who are having problems because of drug/alcohol use or due to mental health problems, (2) to intervene when appropriate either by personal contact or through support groups, and (3) to refer those students for appropriate help.

The SAP is not a treatment program. It seeks to improve identification of students who exhibit forms of "at risk" behavior, such as suicidal intent, depression, drug and alcohol use and abuse. It also provides for intervention by making referrals to outside agencies.

## Definitions

**Controlled Substances (Drug /Mood altering Substance/Alcohol):** Controlled substances, including but not limited to, alcohol, drugs, narcotics, and/or other health endangering compounds which include but are not limited to: alcohol, alcoholic beverages, tranquilizers, amphetamines, synthetic opiates, marijuana, LSD and other hallucinogens, glue solvent- containing substances, anabolic steroids, "look alike" drugs, prescription or over the counter drugs when in possession is unauthorized or such inappropriately used or shared with others, and all controlled substances identified in the following laws: Comprehensive Drug Abuse Prevention and Control Act of 1970 (P.L 91-513), the Pennsylvania Controlled Substance Drug, Device and Cosmetic Act, Act of April 14, 1972 (P.M. 233, No. 64) as amended; and The Controlled Substance, Drug, Device and Cosmetic Act (P.S. 780-101, et. seq.).

**Look-alike Drugs:** Substances manufactured or designed to resemble - 1) drugs; 2) mood-altering substances; 3) narcotics; or 4) other health endangering compounds

**Under the Influence:** A student shall be considered "under the influence" if they have consumed a controlled substance within a period reasonably proximate to their presence on school property, on a school designated vehicle, or at a school sponsored function (i.e., field trips, state testing)

**Student Assistance Program (SAP):** A multidisciplinary team that includes teachers, administrators, and counselors. This team is trained to understand and work with adolescent drug/alcohol/mood-altering substance use, abuse, and dependency. The team's primary role is to identify, intervene, and refer for treatment any student who is suspected of engaging in drug/alcohol/mood-altering substance use, abuse, possession, and/or distribution.

**Coordinator of Student Assistance Programs and Services:** A certified program specialist with an expertise in the areas of social restoration and student high-risk behaviors.

**Distribution:** To deliver, sell, pass, share, or give to another person, or to assist in distribution of any alcohol, drug, or mood-altering illegal substance; actual, constructive, or attempted transfer from one person to another of any alcohol, drug, or mood-altering substance.

**Active Possession:** To possess or hold without attempt to distribute, any alcohol, drug, or mood-altering substance.

**Constructive Possession:** A person's knowing joint control and/or access with other persons to any alcohol, drug, or mood-altering substance.

**Cooperative Behavior:** The student's willingness to reasonably and helpfully work with staff and school personnel, and to comply with Student Assistance Program requests and recommendations.

**Uncooperative Behavior:** The student's resistance or refusal (verbal, physical, or passive) to comply with reasonable school personnel requests or recommendations. Defiance, assault, deceit, and flight are examples of uncooperative student behavior. Uncooperative behavior includes, but not by way of limitation, refusal to comply with Student Assistance Program requests and recommendations.

**Drug Paraphernalia:** Includes any equipment, utensil or item, which in the school administrator's judgment can be associated with the use of drugs, alcohol, or mood-altering substances. Examples include but are not limited to roach clips, pipes and bowls, and includes all items as defined as drug paraphernalia in Section 102 of the Pennsylvania Controlled Substance Drug, Device and Cosmetic Act, 35 P.S. 780-102, as amended.

## Violation of Policy

This policy is violated when any student, visitor, guest or any other person unlawfully manufactures, uses, abuses, possesses, constructively possesses, is under the influence of, distributes, or attempts to distribute drugs, alcohol, or any mood-altering substances, or drug paraphernalia on school premises, or at any school-sponsored activity anywhere, or while traveling to and from school or school-related activities utilizing transportation approved by the Reach, or who conspires, aids, or abets in the use, abuse, active possession, constructive possession, or distribution of drugs, alcohol, or any mood-altering substances.

## Discipline, Rehabilitation, and Punishment

Any student who violates this policy shall be subject to the following disciplinary, rehabilitative and punitive actions. The school reserves the right to use any other lawful measures deemed necessary to control and eliminate the use of drugs, alcohol, and other mood-altering substances even if the same is not provided for specifically in any rule or regulation enumerated herein.

A student possesses drug-related paraphernalia and/or a student possesses (actively or constructively), uses, or is under the influence of drugs, alcohol, or mood-altering substances.

### First Offense:

1. An administrator shall immediately contact the student's caretaker(s).
2. An administrator shall contact law enforcement authorities.
3. If necessary, an administrator shall schedule an informal hearing.
4. If after the informal hearing the administrator determines the offense has been committed by the student, the administrator may:
  - a. suspends (suspension as defined in Section 10.5 of this Handbook) the student for seven (7) days;
  - b. requires the student to participate in the SAP process and comply with the SAP recommendations, which may include an assessment from a licensed drug and alcohol facility at the student/family's expense.
5. Uncooperative behavior will lead to an additional three days of suspension.

### Subsequent Offense(s):

1. The lead school administrator shall contact the student's caretaker(s) and request that they report to the lead school administrator's office or conference via telephone if appropriate immediately.
2. The lead school administrator will contact law enforcement authorities.
3. The lead school administrator may schedule an informal hearing in accordance with Section 10.5 of this handbook.
4. If after the informal hearing the lead school administrator determines the offense has been committed by the student, the lead school administrator may:
  - a. suspends the student for up to ten (10) school days;
  - b. requires the student to participate in the SAP process and comply with the SAP recommendations, which may include an assessment from a licensed drug and alcohol facility at the students/family's expense;
  - c. has the option of requesting a formal disciplinary hearing to be scheduled before the Board, or a committee of the Board, in accordance with Section 1318 of the Pennsylvania School Code based on the findings of fact.

If a student distributes a drug, alcohol, or mood-altering substance:

1. The lead school administrator should contact the student's caretaker and request that they report to the lead school administrator's office or conference via telephone if appropriate immediately.
2. The lead school administrator may schedule an informal hearing in accordance with Section 10.5 Discipline and Due Process for Students in this handbook.
3. If after the informal hearing the lead school administrator determines the offense has been committed by the student, the lead school administrator may:
  - a. suspends the student for up to ten (10) days;
  - b. requires the student to participate in the SAP process and comply with the SAP recommendations, which may include an assessment from a licensed drug and alcohol facility at the students/family's expense;
  - c. requests a formal disciplinary hearing to be scheduled before the Board, or Committee of the Board, in accordance with Section 1318 of the Pennsylvania School Code.

### 10.3 Student Assistance Program (SAP)

Reach will maintain a Student Assistance Program (SAP) to identify, intervene, refer and monitor students having school related programs because of drug, alcohol, and/or mental health issues, and other barriers to learning.

What is Student Assistance Program (SAP)?

The Student Assistance Program is a voluntary, systematic intervention process for students at risk by a team of trained, professional school personnel and community agency liaisons.

The mission of Reach's Student Assistance Program is to identify, intervene, refer, and monitor students having school related problems because of alcohol, drug, and/or mental health issues, and other barriers to learning.

The primary goal of the Student Assistance Program is to help students overcome those barriers in order that they may be more successful academically.

The SAP Team is committed to the utmost confidentiality in all aspects of the intervention process. Matters brought before the team will not be shared outside of the team, unless there is a professional/parental need to know. Parent permission is obtained before any student is interviewed by a team member. In situations where the health, safety, or welfare of a child is at risk, the SAP team is obligated to notify proper authorities.

Who is involved?

The core of the program is the Student Assistance Team comprised of teachers, administrators, school counselor, school nurse, and outside consultants trained to work with students.

How does SAP work?

The Student Assistance Team receives referrals from parents, students, teachers, administrators, and other concerned school personnel. Referrals are made by contacting any member of the SAP team. A list of the SAP team members can be obtained by contacting the school. Students can refer themselves.

## What happens after a confidential referral?

After receiving a referral, team members gather information from other staff members who have had contact with the student. An informal team meeting is convened to determine the status of the referral. Parents are then contacted and asked to provide written consent before SAP services are initiated, and if consent is given, parents will be asked to provide similar information on the child. Parents or a student can decline participation in SAP at any time – the program is voluntary.

After compiling all the information provided, the SAP team will then determine if recommendations for further services are necessary. The recommendations could be a conference with a SAP member or a request for an assessment provided by a trained specialist from a drug and alcohol or mental health agency. These specialists work with the team members to recommend appropriate action for that individual student. The team monitors and provides support for the student throughout the process.

## 10.4 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 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 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 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 should 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 because 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 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 members 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.

## 10.5 Discipline and Due Process for Students

Appropriate conduct is expected of all students at the school. Students are guaranteed due process of law as required by the 14th Amendment of the United States Constitution.

All students enrolled in Reach are expected to conduct themselves in accordance with the rules for the school, and caretakers are expected to cooperate with the school staff in helping students to maintain this conduct. Student codes of conduct are set forth in this handbook. Students are also guaranteed due process of law as required by the 14th Amendment to the U.S. Constitution.

### 10.5.1 Discipline Measures

There are three levels of formal disciplinary measures utilized by the school: 1) Warning, 2) Suspension, and 3) Expulsion. Each level and its corresponding disciplinary actions are identified below.

#### 1. Warning

Students that receive warnings from the school will have a conference (via phone or in person) with their caretaker and the school administrator(s), and the incident will be formally documented in writing and will become part of the student's permanent record. The student will not have a disruption in schooling and will continue to have access to Canvas.

Warnings are issued when a student demonstrates a breach of expected conduct, but not as serious as those listed under the suspension and/or expulsion categories in this handbook.

#### 2. Suspension

When a student is suspended, they are temporarily removed from class (Canvas) or a school sponsored program or activity. The length of a suspension is determined by the school administrator (up to 10 days at a time). A suspension will be documented in writing and will become part of a student's permanent record.

During a period of suspension as defined by the school administrator, a student's permission to log on to and/or use parts of Canvas is restricted. In such cases where the student's access is completely revoked, the learning coach is responsible for logging on to the Canvas and obtaining the student's assignments, responding to messages, and recording assessment responses for the student. The student should continue with their schoolwork during a suspension.

Violations that may lead to suspension include, but are not limited to, the following breaches of conduct:

- Cheating on tests or daily work: A student who knowingly participates in copying, using another's work, and representing it as their own (for example, students transmitting their work electronically for another student's use), or who provides other students with test answers, answer keys, or otherwise uses unauthorized materials in an assignment or assessment situation.
- Plagiarism: A student's use of another person's words, products, or ideas without proper acknowledgement of the original work with the intention of passing it off as their own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It

includes copying material from a book, copying-and-pasting information from the Internet, and getting family or friends to help with coursework.

- Unexcused absences: An unexcused absence is the absence of a student due to truancy, illegal employment or parental neglect.
- Illegal absence: Illegal absences are unexcused absences by a student who is under the age of 17 who is absent from school due to avoidable absences, parental neglect, illegal employment, unapproved family vacations, and truancy.
- Abusive conduct: A student who uses abusive language or engages in abusive conduct in the presence of others either in person or electronically/virtually.
- Bullying: A student that repeatedly engages in negative actions against another student in an attempt to exercise control over him/her.
- Intimidation: A student who engages in behavior intentionally meant to cause another person to fear harm or injury, be frightened into submission or compliance, or to feel a sense of inferiority.
- Harassment: A student who demonstrates verbal, written, graphic, or physical conduct relating to an individual's sex, race, color, national origin, age, religious beliefs, ethnic background, or disability that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to participate in or benefit from the school's programs that: 1) has the purpose or effect of creating an intimidating or hostile environment, 2) unreasonably interferes with an individual's educational performance, or 3) otherwise adversely affects an individual's educational opportunities.
- Vandalism: A Student who intentionally damages or destroys school property or records (physical or electronic). In these instances, the school reserves the right to contact the proper law enforcement agency(ies).
- Theft and robbery: A student who takes money or other property (physical or electronic) with the intent to deprive another person or the school of that property. The threat or the use of force or violence is considered a serious breach of conduct. In these instances, the school reserves the right to contact the proper law enforcement agency.
- Sexual harassment: A student who subjects another to any unwelcome sexual advances including verbal harassment, unwelcome or inappropriate touching, or suggestions, requests, or demands for sexual favors.
- Violence within a dating relationship: a student who attempts to maintain power and/or control over a dating partner through violence, threats of violence, and/or physical, emotional, and/or mental abuse.
- Violation of acceptable use policy: Students who violate the acceptable use policy in one form or another are open to disciplinary action including suspension. This would include signing on as parents.
- Repeated violation of any disciplinary issues.

### 3. Expulsion

When a student is expelled, they are separated from the school for an extended period of time, or permanently, for disciplinary reasons. An expulsion will be documented in writing and will become part of a student's permanent record.

Violations that may lead to expulsion include, but are not limited to, any behavior that indicates that a student is a serious threat to the safety of others: possession of firearms, dangerous weapons, bombs, or explosives, criminal behavior, arson, under the influence of or possession of, or sale of controlled substances or paraphernalia. Suspensions or expulsions for children designated as exceptional follow all appropriate state and federal policies, regulations, and laws.

For those students with disabilities under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973, the disciplinary procedures required by the IDEA will be followed. In the event a student has disabilities under both Section 504 and the IDEA, both policies shall be followed in determining appropriate disciplinary actions. The student will continue to receive FAPE.

### 10.5.2 Due Process for Students

The following actions will be conducted by the school, per each of the disciplinary measures as outlined below:

#### Suspension (no more than 10 days)

An informal hearing will be convened with the student, caretaker, school administrator and other staff members as appropriate. The school administrator will inform the student and caretaker of the allegations and an explanation of the evidence that supports the allegations. The student will be provided with an opportunity to present their version of the occurrence. If the school administrator determines that the incident(s) justifies suspension, written notice will be provided to the student and their caretaker. The student will be provided with all due process as required by law.

#### Suspension of over 10 days, or an Expulsion

If the school determines that a student's conduct may warrant expulsion, the school administrator will provide written notice to the caretaker of the student of their determination and the student's right to a hearing. Such notice shall include (1) date, time and location of hearing; (2) description of the incident(s) that is the subject of the hearing; (3) notice that the student and/or caretaker have a right to review the student's school records prior to the hearing; (4) description of the hearing process and explanation of the consequences of an expulsion. At this hearing, the allegations and supporting evidence will be reviewed. The student shall have the right to present their version of the incident(s), call witnesses, cross-examine witnesses and be represented by counsel.

After the hearing, the school administrator will make a recommendation for or against expulsion to the Board. Once the Board rules on the expulsion, the school administrator and/or the Board will provide notification to the student and caretaker of the Board's decision and discipline determination. The decision of the Board is final.

### 10.5.3 Discipline for Students with Disabilities

If a student with a disability violates a code of conduct, they will be disciplined according to the discipline measures described above for up to 10 days. Upon subsequent violations that result in suspensions that exceed 10 total days or 15 cumulative days in a school year, the school will determine if the behavior manifested from the student's disability. If the school determines that the violation is not a manifestation of the student's disability, the school will apply the discipline procedures to the student in the same manner and for the same duration as the procedures would be applied to students without disabilities. However, if it is determined that the violation manifested from the student's disability, the school will conduct a functional behavior assessment and develop a behavior plan to address the behavior violation so that it does not recur.

## 10.6 Academic Honesty

The school regards academic honesty as key to its mission and essential in the virtual environment. Students in all grade levels (K through 12) and their caretakers are required to review the Honor Code at the beginning of each school year. Teachers will discuss the Honor Code and its meaning with their students and caretakers at the beginning of the year. It is expected that all students will adhere to the Honor Code throughout the year and all schoolwork submitted to meet course or class requirements represents the original work of the student.

In addition, students are expected to be proactive in ensuring they are adhering to the principles of academic honesty by:

- agreeing to, and referring to as needed, the Reach Honor Code.
- using tools provided in Canvas to 'self-check' for academic honesty (e.g., plagiarism-checking software).

Any form of academic dishonesty will cause a student to be subject to disciplinary action. The following principles are critical to maintaining academic honesty:

- Students must not submit work of any kind that is not their own.
- Students must not plagiarize in any work (written, multimedia, oral, creative, etc.).
- Students must not solicit answers or post assessments, assignments, answers to assessments or assignments, or any other Reach curricular materials on any media including social media or social sharing websites that can be seen by other students or other third parties, unless specifically instructed do so as part of the curriculum (e.g., a discussion assessment).
- Students must not give or receive unauthorized assistance on assessments.
- Learning coaches must not give assistance with assessments.
- Students must not present any forged document or signature to the school.
- Learning coaches must not present any forged document or signature to the school.

### 10.6.1 Completing School Assessments

When completing assessments on the computer or on paper, students and learning coaches should follow these simple guidelines to ensure that assessments are meaningful, worthwhile, and completed in accordance with the principles of academic honesty:

- Students should complete all assessments independently, and without assistance from their learning coach, any other persons, or any external resources. If any support is required of the learning coach, the assessment instructions will clearly indicate this.
- Assessments are "closed book." They should be completed without the support of any outside resources such as textbooks, workbooks, lesson plans, dictionaries, the internet, or the student's learning coach or any other individuals. In the rare instances where assessments are not closed book, the instructions will clearly specify that the student may use supporting materials. If you have any questions about what may or may not be appropriate for use during an assessment, contact your teacher.
- It is never appropriate for students or learning coaches to share with anyone, in any format, the contents of any Reach assessments.

## 10.6.2 Plagiarism

Reach requires the original work of all students and in so doing, prohibits plagiarism of the work of others. Students shall be expected to properly cite the origin of work that is not the student's own. If work content, other than commonly known facts, is not properly cited, attributed, or credited, the work may be determined to be plagiarism.

Students may not plagiarize in written, oral, or creative work. In general, plagiarism occurs when a student uses another person's words, products, or ideas without proper acknowledgement of the original work and with the intention of passing it off as their own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It includes copying material from a book, copying and pasting information from the Internet, and getting family or friends to help with coursework.

### First Offense

The first time a student is determined to have plagiarized the work of other(s), the student will receive a warning. The student's teacher will contact the student to explain to the student the specific reason(s) why the work submitted is considered plagiarism and will discuss with the student how to avoid plagiarizing again. The student will be required to resubmit the question/assignment with original work. If a student chooses not to resubmit the work, the student will receive a zero for that question/assignment.

### Second Offense

The second time a student is caught plagiarizing, they will be required to redo the question/assignment but can only receive up to half credit. If a student chooses not to resubmit the work, the student will receive a zero for that question/assignment.

### Third Offense

The third time a student is caught plagiarizing; they will receive a zero and will not have the opportunity to redo the question/assignment. Such repeated offenses of plagiarism by a student may result in a recommendation by the lead school administrator that the student be determined to be a repeat violator of school policy and a disruption of school discipline. Such recommendation may result in a determination to suspend or expel the student as outlined Section 10.5 Discipline and Due Process for Students in this handbook.

## 10.6.3 Cheating

Reach requires students to complete all assessments (i.e., tests, quizzes, and quick checks) individually without the aid of, but not limited to: (a) the internet, (b) textbook(s), (c) a learning coach, (d) or other students. In addition, assignments other than tests, quizzes, and quick checks must be the student's original work. NOTE: It is not allowable for students to submit work through their learning coach's account.

### First Offense

The first time a student is determined to have cheated on any assignment, the student will receive a zero for that assignment or assessment without the opportunity to make it up.

## Second Offense

The second time a student is caught cheating, they will be required to attend a conference call with a teacher and the school administrator.

## Third and Subsequent Offenses

The third time (or subsequent times) a student is caught cheating; they may be required to complete the assignment/assessment in the school office under the supervision of a teacher.

## 10.7 Grievance Procedures for Caretakers

The school is committed to ensuring parent satisfaction and takes its responsibilities for the provision of educational services to the student very seriously. These school responsibilities are set out in the school handbook and include such things as: contacting the family regularly, delivering educational materials and equipment, and providing accessible support.

The school will also ensure the family and students adhere to their responsibilities stated in the school handbook, and when necessary, will discipline, suspend, or expel a student, invoice, refer to collections, or take legal action against the family for a breach of the agreement or a school policy. Reasons for such disciplinary actions include, but are not limited to, failure to attend mandatory state testing, obtaining property under false pretenses, failure to return materials, or violating the materials and equipment policies.

### Caretaker Remedies

If a caretaker has concerns with the school's action or performance on any of the above-defined school responsibilities or disciplinary actions, they have the following remedies available:

#### Addressing Issues

For routine issues or for a first attempt at redress, contact the appropriate school administrator.

For more serious issues and/or to address lack of resolution of the issue at a lower level, a detailed grievance procedure has been set forth below. All grievance proceedings will be conducted in a manner that protects the confidentiality of the parties and the facts. If a hearing is required for grievance proceedings, the parties will be provided with all due process procedures as required by law.

Where a caretaker feels that there has been unlawful discrimination on the basis of gender, race, ethnicity, or on the basis of disability, or when there are allegations of sexual abuse or any other unlawful misconduct on the part of the school or its staff, then the parent must activate the grievance procedures set out below and can directly report the complaint to the school administrator.

If charges are brought against a student for a breach of the handbook policies, which could result in a suspension of up to ten (10) days or an expulsion, the due process procedures in the Discipline and Due Process for Students section of this handbook are to be followed.

### 10.7.1 Grievance Process

1. A caretaker with the grievance must, in writing, report the dissatisfaction, and submit it to the student's teacher (or other appropriate staff member, as necessary). All parties involved must be appropriately defined, and the problem must be clearly outlined.
2. The recipient of the grievance must review the issue with their supervisor and respond to the caretaker within a reasonable time.
3. If the original recipient did not resolve the grievance, the caretaker should request a meeting with the lead school administrator. The supervisor should investigate the matter, and schedule a meeting with the caretaker, the student, if necessary, and any other staff members, if necessary, within a reasonable period.

If either party does not resolve this grievance, the caretaker should then request a meeting with the Board, in writing, at least five (5) days before the regularly scheduled Board meeting. The contact information for the school Board is available on the school's website. Caretakers should contact the president of the Board with any concerns related to the grievance process or due process for a student. The caretaker may also contact the PDE.

### 10.8 Communication

Reach utilizes several efficient mechanisms for families and school staff to communicate with one other. Canvas is a closed system; therefore, no communication can be made to or from anybody outside of the system.

The following communications systems are available.

- Canvas-based email messages
- Teacher feedback on assessments
- Canvas Global Homepage Announcements
- Zoom Sessions

In situations where a student, caretaker, and/or learning coach is hearing impaired, that individual may request alternative/additional methods or tools for communicating with teachers and other school staff outside of Canvas (e.g., text messaging).

Caretakers and/or learning coaches should contact the school to discuss their situation and must request approval to use alternative communication methods or tools to ensure the communication method and/or tool is secure and appropriate. If the request is approved, the Reach Tech Support team will assist the caretaker and/or learning coach with setting up the tool and confirm with the school.

Reach reserves the right to disallow and/or disable the use of the authorized alternative/additional communication tool(s) at any time if Reach deems the tool(s) is being used inappropriately and/or not in accordance with the agreement between the caretaker/learning coach and the school.

Learning coaches, teachers, and students are advised that all messaging communication is archived and available for review by Reach at any time.

## External Video and Web Conferencing Services

Reach uses external video and web conferencing services and tools (e.g., Zoom). Students are expected to comply with all school policies and the Honor Code when utilizing external services and tools, as well as any expectations provided by their teacher.

## Communication Requirements

Both students and learning coaches are required to have regular synchronous communications with their teachers. Acceptable types of communication - and whether the contact is more often with the student or the learning coach - vary among the grade levels.

## Student and Teacher Communication

Reach expects that most students will have daily contact with their teachers through a combination of phone calls, Canvas inbox messages, Zoom sessions, face-to-face interaction, and the daily review of assessments via the electronic grade book. At a minimum, all students will interact synchronously (e.g., via phone, Zoom session, or face-to-face) with a teacher every two weeks so the teacher can monitor academic progress and verify student learning.

All educational and/or school related communications with teachers, school leaders, or any school staff member are required to be conducted via the approved tools and platforms provided by Reach. All communications must be appropriate and remain educationally relevant.

## 10.9 Student Information Access

### 10.9.1 Collection and Release of Student Information by the School (FERPA)

The Family Educational Rights and Privacy Act (FERPA) is a federal law that gives parents/legal guardians (referred to as “caretakers” by Reach) and students over eighteen (18) years of age, attending a post-secondary institution, and/or emancipated minors (Eligible Students) certain rights regarding the student’s educational records. These rights include the ability to review and correct educational records and the protection of a student’s educational records and “personally identifiable information” from unauthorized disclosure. See also the Release of Student Information and Educational Records to Third Parties below.

FERPA rights are extended to both the caretaker and noncustodial parent/guardian unless the school is provided with a judicial court order (custody order, protective order etc.), state statute, or legally binding document that specifically revokes or restricts a noncustodial parent’s/guardian’s FERPA rights. If the state law and/or enforceable court order provides the noncustodial parent/guardian’s greater or more restrictive access than provided for by FERPA, that state law and/or court order will be followed.

Other statutes protecting students include the Protection of Pupil Rights Amendment (“PPRA”) and the Children's Online Privacy Protection Act of 1998 (“COPPA”), as well as Pennsylvania law.

### 10.9.2 Parental Access to Teacher Qualification Information

Families have access to basic background information about their school’s teachers. This can be obtained by reaching out to the school administrators.



### 10.9.3 Third Party Access to Student Information

FERPA provisions allow the school to disclose certain student information to third parties, such as other schools, without the prior written consent of the caretaker or eligible student. This occurs in two situations: Directory Information and situations in which FERPA permits the school to release educational records without consent (see below). All other disclosure of student information to third parties requires the written consent of the caretaker or eligible student.

#### Release of Educational Records without Consent: Directory Information

The school may release Directory Information (defined by Reach as student name, state of residence, student telephone number, and student grade level) to third parties as permitted by FERPA.

If the caretaker or eligible student does not wish to have Directory Information released to third parties, they may prevent the release of this information by indicating so in the FERPA Directory Information form. If families do not select, the school may, without additional permission, disclose the Directory Information to third parties as permitted by FERPA.

#### Release of Education Records without Consent: Legitimate Educational Interest

The school may provide a student's educational records to third parties in certain situations listed under FERPA. Examples include the transfer of educational records to the student's new school upon request from the new school, and the provision of educational records to school officials who possess a 'legitimate educational interest' in the student's records, and the provision of educational records to contracted parties providing special education related services.

### 10.9.4 Release of Student Records with Consent

Except for that information which FERPA and/or applicable state law or court order allows the school to release without consent, as noted above, the school must obtain written consent from the caretaker or eligible student prior to releasing any educational record or personally identifiable information to any third party. Consent to release this information must be made in writing, signed by the caretaker or eligible student, and include the following information:

- A specific description of the information or record(s) to be released.
- The party or agency to which the information will be released and their address.
- The signature of the requestor, and the date of the request.

### 10.10 School Use of Student and/or Learning Coach/Caretaker Images, Recordings, and School Work

To help illustrate the school program and to celebrate student successes, Reach may want to film, interview, and/or photograph students and their work (all collectively referred to as "Reach Media Property") and/or a learning coach/caretaker (all collectively referred to as "Depiction") to duplicate, broadcast, distribute, and/or display.

For the school to use Reach Media Property and/or Depiction, proper consent must be obtained through the Media Consent and Release Form in Focus. This Form is completed by the caretaker/learning coach (or by the student, if the student is eighteen (18) years of age or older or an emancipated minor). Reach Media Property and/or Depiction may be used for the purposes and time frame stated in the Form.

If the caretaker/learning coach or student prefers not to have Reach Media Property used by the school for purposes other than the student's academic program, this should be indicated in the Media Consent and Release Form.

The selection on the Media Consent and Release Form can be changed at any time.

## 11 Educational Materials Provided by the School

### 11.1 Use of School Educational Materials

The school provides each student with the temporary use and possession of various educational materials. These materials are shipped to the verified home address of the student, and a digital packing list is contained in a shipping confirmation email to the caretaker that lists all the items the student should have received. Families should check the contents of the box against the digital packing list and call Reach Student Technical Support at 888-860-9220 within seven (7) school days of receipt if anything is missing or damaged. Caretakers must keep the original packaging that materials were shipped in to facilitate their return at the end of the school year.

#### Purchase General Supplies

Though many of the items you need for school are supplied by your school, you may need to provide some general school supplies such as pens and pencils, highlighters, note cards, file folders, notebooks, a ruler, disposable items for science projects, etc.

You may also need to be sure you have printer paper and printer ink cartridges.

#### Authorized Locations for School Provided Materials

The only authorized location for any school-provided materials is the address to which the materials were shipped by the school. Any movement of materials to any other location must be specifically authorized by the school. Failure to obtain authorization may result in the repossession of, or invoicing for, the materials. Caretakers are responsible for providing the school with updated contact information (physical address, phone numbers, email addresses, etc.), including any validation for that contact information as required by the school, and keeping the information updated within Focus. Since Reach may need to ship materials to a student, a P.O. Box is not an acceptable mailing address. Caretakers must provide a physical address to which materials can be shipped.

#### Ownership of School Provided Materials

All school educational materials remain the property of the school and/or the school's vendor partners. Further restrictions to the use of school educational materials are as follows:

- The resale or attempted resale of any educational materials constitutes theft and may subject the seller to invoicing and/or legal action.
- Refusal to return any educational materials constitutes theft and may result in invoicing and/or legal action.
- Any attempt to copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the educational materials in any way except as specifically directed by the school is not permitted.

- The adaptation, alteration, or creation of a derivative work from any school material is a violation of Reach's Intellectual Property rights and is not permitted. Any use of school material except as specifically directed by the school requires prior written permission from the school or the owner of the materials.

All school educational materials, including Canvas inbox messages, computers, and other technology, remain the property of the school and/or the school's vendor partners. The school reserves the right to, at any time and for any reason, either directly or through law enforcement, inspect educational materials and review any content or activity conducted on or using school-provided educational materials, including Canvas inbox, computers, and other technology.

Note: The use of the computer by anyone except the student for a purpose other than to support the student in their education program is strictly prohibited. Any violation of this policy may result in loss of the student's privilege to use school-provided technology. Any unauthorized use of a school-provided computer is subject to search without notice by the school or law enforcement. There is no expectation of privacy for students, parents/caretakers on any platform or technologies provided, and Reach reserves the right to inspect with or without notice.

## 11.2 Returning School Educational Materials and Equipment

All school-provided non-consumable materials and equipment must be returned to Reach or to a location designated by Reach for any of the following reasons:

- The school year has ended. Note: The school leader may permit the family to retain the materials for the summer in special cases, but under no circumstances can non-consumable materials be kept past August 1. If the family has indicated intent to return for the following school year, Reach may not require the family to return the school-provided computer equipment.
- The student is no longer enrolled in the school (for any reason).
- The materials are being repossessed due to a violation of the policies outlined in this handbook.
- The student has completed the related courses and is being assigned to new courses requiring different materials.
- The school is upgrading or replacing the equipment.
- The student has an approved placement change for a course.
- Equipment and/or materials were sent in error.

Note: If the student withdraws, all materials (both consumable and non-consumable) must be returned to the school, since consumable materials may not have been used yet.

Except when materials were sent in error, or in cases of missing or damaged equipment, Reach will contact the caretaker by phone, email, or mail to arrange for the return of equipment or materials. The caretaker has seven (7) days from the receipt of the return instructions to return all requested materials and/or equipment. Caretakers should NOT initiate a return shipment until they have been contacted by Reach and provided with instructions. Families who arrange return shipping on their own prior to being contacted by Reach will not be reimbursed for shipping costs.

Except in the case of repossession, Reach is responsible for the cost of return shipping provided the caretaker follows the return instructions and coordinates the return with Reach.

The caretaker is responsible for being at home during the required period for a United Parcel Service (UPS) or Federal Express (FedEx) pickup or for transporting the equipment to an authorized UPS or FedEx center. The caretaker may be responsible for the shipping cost of any items that were forgotten in a return

shipment and/or were not properly packed and returned. To find a local, authorized UPS or FedEx shipping outlet, refer to the UPS and/or FedEx websites.

In all cases, caretakers must maintain a copy of the UPS or FedEx return receipt. All non-consumable materials shall be returned in the same condition as delivered except for normal wear and tear. Caretakers will be responsible for, and may be invoiced for, any damage to the materials.

Caretakers shall be responsible for keeping all packing materials provided by Reach and returning all equipment in its original packaging. If the original packaging is not available, caretakers must purchase replacement packaging at an authorized UPS or FedEx center at their own expense. Caretakers may be invoiced for any damages, as permitted by state law and/or regulation, resulting from improper packaging and/or shipping procedures. If materials and/or equipment are not received by Reach and the UPS or FedEx receipt bearing a valid tracking ID is not available, the caretaker may be responsible for the cost of replacing any missing materials and/or equipment.

Failure to complete a timely return of any equipment or materials upon request shall constitute a theft and may result in invoicing or legal action as outlined in the Caretaker Due Process section of this handbook.

Important: Any computer files that need to be kept by the family should be extracted and any family-owned peripheral devices must be removed from computers before they are returned. The school does not have any responsibility for returning any family-owned devices or materials returned with the computer, nor to maintain or restore any files.

Reach equipment is not available for purchase.

### 11.3 Technology

A virtual school requires the use of technology to promote and support student learning. All school participants, including caretakers, students, and staff, will use Canvas and the Internet to communicate and share information. In addition, the student, caretaker and learning coach(es) must all be reachable by phone for required communications with teachers and other school staff.

The school's hardware and software requirements for accessing Canvas can be met by using the equipment provided by the school.

Families may use a personal computer, a computer in a public institution, or any other computer as long as the equipment used meets the Reach specifications (see the Use of Personal Equipment section) and permits the student and/or learning coach to have access for a period of time adequate for completing the required lessons each day and throughout the year. Due to certain licensing restrictions, some of the additional software provided with the school computer may not be available for use on personal computers. Families with computers provided by Reach may contact technical support if they have specific questions about the computer's software or hardware.

#### Use of Canvas

Regular use of Canvas is required to participate in the school. The school provides training on using Canvas.

Canvas is generally available twenty-four (24) hours a day, except for any regularly scheduled maintenance. Users will be notified in advance of any maintenance that is anticipated to disrupt service for an extended period.

## Security and Privacy

Security and privacy are very important to maintaining the integrity of the information stored on Canvas and are taken very seriously at Reach. Each user is responsible for keeping their username and password confidential. This responsibility includes frequently changing the password to prevent unauthorized use. Usernames and passwords should not be provided to anyone at any time. Additionally, learning coaches are responsible for taking reasonable precautionary measures to ensure students never obtain or use their learning coach's passwords.

Caretakers and students having difficulty using Canvas should be sure they have completed all available training and accessed the help resources available from their home pages. If, after completing the training and accessing the help resources, caretakers and/or students are still unable to resolve their problems, they should consult their teachers for questions relating to the educational program or contact Student Technical Support for any technical questions.

## Technology Provided by Reach

Access to school-provided computers is disabled immediately upon student/user withdrawal or graduation from Reach. Access cannot be re-enabled under any circumstances. All student/user data must be removed from the computer prior to withdrawal or graduation.

Reach will provide each student with the following:

- One laptop computer per student in grades K–12 with appropriate hardware and software for accessing the educational program and ensure the online safety of students.
- One printer per household: Each household will be eligible to receive one standard HP Desktop printer in the first year of enrollment.

## Use of Reach Equipment and Installed Software

Households are provided with temporary use and possession of equipment and software provided by Reach. All equipment and software provided to households shall always remain the property of Reach.

## School Equipment

Caretakers are responsible for confirming that any equipment provided by Reach matches the tracking email received. They must notify Reach Student Technical Support within seven (7) school days of receipt of any discrepancies between the tracking email and what was received, or if any equipment does not arrive in good working condition.

Though Reach may provide used equipment for student use, any equipment provided will be in good working condition and should function in accordance with the requirements of the school's educational program. Used equipment is supplied with only Reach-authorized software installed. All computer hard drives are reimaged and reconfigured prior to being shipped to the next user.

The only authorized location for any materials is the address where the materials were shipped by Reach. Any movement of materials to any other location within the state must be specifically authorized by Reach. Laptops may move temporarily with the student provided they have been approved by the school leader, and the student remains actively enrolled in the school. Failure to obtain authorization can result in the repossession of, or invoicing for, the materials. Caretakers are responsible for providing the school with

up-to-date contact information (address, phone numbers, email addresses, etc.), including any validation of contact information as required by the school, and keeping the information updated within Focus.

Use of equipment provided by Reach is only for school purposes, although limited access to personal email using a personal ISP and web-based email account is permitted. The use of any unauthorized programs risks contaminating the Reach computer with a virus, which could result in charges for repairs to the computer and additional penalties. Anyone using unauthorized programs risks permanently losing any information if the Reach computer has to be restored, reimaged, or returned for repair. Reach will not be responsible for any loss of information.

## Software

All software settings, default configurations, and administrative privileges will be maintained at the original settings unless a change is authorized by Technical Support.

Reach equipment contains software that permits monitoring, remote access or enables remote shutdown. Personal information is not collected or maintained by Reach, and any access is only for the purpose of making repairs, verifying acceptable use, or disabling equipment.

Each software application provided by Reach must be used in accordance with the license and/or use agreement that accompanies that software application. Breaking a license agreement is an illegal act and is punishable by law. Under no circumstances can caretakers or students redistribute any software provided to them by Reach.

Modification of any equipment or software without Reach's consent is strictly prohibited and may result in financial charges to the household for any required repairs.

Technical Support representatives must retain an administrative account on each computer. Under no circumstance will Reach provide administrator rights over the system configuration. Users who tamper with the administrative account access will forfeit their rights to the assistance provided by Student Technical Support and may be required to return all Reach computer equipment.

Software installation may also be required when adding approved external hardware. Approved external hardware includes, but is not limited to, printers, keyboards, mice, and USB devices. When purchasing these external hardware devices, families may contact technical support representatives, who may assist with installation if staff resources are available. The maintenance of additional devices is solely the responsibility of the purchaser. In no case may hardware be installed that requires internal compartments of the computer be opened or tampered with in any way.

Educational software not provided by Reach may be installed at the discretion of and authorized by Technical Support. Caretakers are responsible for the costs of any repairs required as a result of unauthorized software installation.

## Use of Personal Equipment and Software

Caretakers may use their own equipment and software if they meet the requirements detailed in this section.

Reach has no responsibility for providing any support for equipment or software that is not provided by Reach.

Users can log into Canvas from different devices, such as a mobile phone, tablet, or desktop computer.

For the best experience, Reach recommends users update software and Internet browsers regularly on each device. The following browsers are recommended to access Canvas:

- Google Chrome
- Mozilla Firefox
- Internet Explorer 11 or newer
- Microsoft Edge
- Apple Safari (Mac only)

Headsets with microphones will be provided by Reach.

Many of the courses available on Canvas require the use of Adobe® Flash® Player. Some courses also require the use of productivity software compatible with Microsoft® Word®, Excel®, and PowerPoint®. Some courses may have requirements in addition to what is indicated above.

#### Malfunction/Damage/Loss/Theft of School Equipment and/or Installed Software

As permitted by state law and/or regulation, caretakers are solely liable for any loss, damage, or misuse of computer equipment provided to their household by Reach.

#### Accidental Damage to Equipment

Where damage to the equipment and/or software is not intentional (accidental) but is caused by user negligence or carelessness, the school reserves the right to invoice the caretaker, where permitted by state law and/or regulation. The school will limit caretaker liability to the cost of repairs for the computer equipment.

For all subsequent accidental damage, the school reserves the right, where permitted by state law and/or regulation, to invoice the caretakers for the full cost of the repair or replacement plus the cost of shipping.

Accidental damage to equipment includes, but is not limited to, damage caused by carelessness or negligence such as exposure to excessive heat or cold, damage to equipment caused by liquid spills, dropping equipment, etc.

#### Non-Accidental Damage to Equipment

Where damage to the equipment and/or software is caused by a user and is not accidental or is the result of repeated failures to follow the school's policies and directions, the school reserves the right to invoice the caretaker, where permitted by state law and/or regulation, for the full cost of the repair or replacement plus shipping.

Examples of such damage include, but are not limited to, vandalism or malicious destruction, opening the computer casing, installation/removal of internal hardware components, installation/removal of software without the school's permission, and/or manipulation of system BIOS settings. Caretakers may appeal a determination of non-accidental damage by following the procedures in the Caretaker Grievance section.

## Loss or Theft of Equipment

On the first occurrence of a loss or theft of Reach equipment, caretakers may be responsible for a maximum replacement charge of up to \$400 plus the cost of shipping a replacement. Based on the circumstances, the following information may be requested from the caretaker in instances of loss or theft of equipment:

- a copy of a filed police report or insurance loss report;
- documentation from the insurance carrier confirming that reimbursement is not available under homeowner's or renter's policies; or
- a notarized letter from the caretaker indicating they are not insured.

If this documentation is not provided - or if there are any subsequent incidents of loss or theft - caretakers may be responsible for the full replacement cost of any equipment and software.

## Notice to School

Caretakers must notify Reach (via email or by calling Student Technical Support) of any malfunction, loss, or damage to computer equipment from any cause whatsoever within seven (7) school days of the incident. Caretakers must contact Student Technical Support for all repairs and must follow all instructions as directed by the Student Technical Support representatives. Caretakers must not contact the manufacturer or a third party to repair the computer equipment unless instructed to do so by a Student Technical Support representative. If caretakers do not comply with this policy and if there is any evidence of manufacturer or third-party involvement, the school may void the damage limitation it offers for accidents and may invoice the caretakers for the full cost of repair or replacement.

## Payment of School Invoices

In the event caretakers are invoiced for any repair by the school or Reach, payment will be due within five (5) days from the date of receipt. All outstanding invoices must be paid before additional repair services, or a replacement computer can be provided. Failure to pay any outstanding invoice will be handled as provided for in the Grievance Policy for Caretakers section of this handbook.

## Contacting Student Technical Support

Support Services can be reached by calling 888-860-9220 or by emailing [ReachIT@reachcyber.org](mailto:ReachIT@reachcyber.org).

The Student Technical Support team is available during the school's calendar year from 8:00 a.m. – 4:00 p.m. Eastern Time, Monday through Friday. Voicemail messages and callback requests can be left for Student Technical Support at any time.

The Student Technical Support team should be called for the following reasons:

- Equipment or materials supplied by Reach do not match the items listed on the materials list.
- A user cannot log in to Canvas.
- Equipment, software, or materials supplied by Reach do not function or have been damaged or lost (be sure to check any training resources or the Online Help section of Canvas first).
- A request needs to be made to authorize the installation of hardware or software on equipment supplied by the school.
- More information is needed about obtaining an ISP.



When contacting Student Technical Support via email or voicemail message, please clearly describe the issue and provide specific contact information for a Student Technical Support representative to respond to your issue. When submitting a service request, families should provide the following information:

- Caretaker and student name,
- Phone number (including extension) and email address,
- Brief description of the problem (if contacting Support Services via email, include this information in the email subject line),
- Issue tracking ticket number if the issue is a continuation of an existing request (if contacting Student Technical Support via email, include this information in the email subject line, in the voicemail message, or to the Student Technical Support representative),
- Level of severity, and
- Detailed description of the problem, including any steps required to reproduce the problem.

The Student Technical Support representatives' response times depend on the severity of the issue. Student Technical Support strives to respond to all issues within twenty-four (24) hours, when possible, though the response could indicate more time is needed, depending on the complexity of the issue identified.

#### 11.4 Use of the Internet

Use of the internet is a requirement for the Reach program. Caretakers are responsible for arranging broadband internet service to be available during the school year. Broadband internet service must meet minimum standards for speed, availability, and compatibility to meet Canvas requirements. These minimum standards include the following:

- Broadband internet service with a minimum download speed of 12-25 Mbps
- The use of a firewall that will permit access to Canvas

If a family lives in an area that receives limited or poor internet connections or needs assistance in arranging internet service, please contact the school.

##### 11.4.1 Internet Safety

Reach complies with the Children's Internet Protection Act (CIPA).

Users should be aware material accessible through the internet may contain items that are illegal, obscene, defamatory, inaccurate, or potentially offensive to some people. This material may be harmful if accessed by minors. In addition, it is possible to purchase certain goods and services via the internet, which could result in unwanted financial obligations for which the caretaker would be liable. Reach believes the users' benefits of information resources and opportunities for collaboration from accessing the internet exceeds the disadvantages. However, all users must understand and practice acceptable and ethical use.

To help all users understand acceptable and ethical use, Reach offers an Internet Safety course, which all staff members are required to take. Reach strongly recommends that all caretakers and learning coaches take a similar course.

Caretakers and learning coaches may review all internet sites their student(s) visit in each course through their Canvas Parent Account. Reach has carefully screened these sites and believes they are appropriate for students.

Caretakers and/or learning coaches who are uncomfortable with any of the linked sites should contact their child's teacher to discuss alternatives.

Reach also strongly recommends that caretakers and learning coaches monitor their student's internet time and activity. To assist caretakers in ensuring safe and appropriate use of the internet, and in accordance with CIPA requirements, Reach provides the following:

- CIPA compliant filtering software to restrict access to inappropriate and harmful information and materials online. Please be aware that internet filtering software, while potentially very helpful, is imperfect and may block some educational or other appropriate content in addition to blocking potentially inappropriate or offensive content.
- An Internet Safety Course. Reach will provide age-appropriate internet safety training for students to address appropriate online behavior, specifically on social networking websites and in chat rooms, in electronic communications, as well as training in recognizing and reporting cyberbullying.

Internet activity on Reach issued computers will be monitored as required by state and federal law.

It is the policy of Reach Cyber Charter School to:

- prevent user access over its computer network to, or transmission of inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
- prevent unauthorized access to and other unlawful online activity related to inappropriate material via the Internet;
- prevent unauthorized online disclosure, use, or dissemination of personal identification information
- comply with the Children's Internet Protection Act ("CIPA") (Pub. L. No.106-554 and 47 USC 254(h)).

To the extent practical, technology protection measures (or "Internet filters") shall be made available for all computers accessible by students. As required by CIPA, this blocking technology is applied to visual depictions of material deemed obscene or child pornography or any other material deemed to be harmful to minors.

To the practical extent, the school takes steps to promote the safety and security of users of Canvas when using electronic mail, chat rooms, instant messaging, and any other form of direct electronic communications.

Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

To the extent practical, the school, through its handbook and its staff, is committed to educating, supervising and monitoring the appropriate usage of Canvas and access to the Internet in accordance with this policy, CIPA, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

The school will provide age-appropriate training for students. The training provided will be designed to promote Reach's commitment to the standards and acceptable use of Internet services, as set forth in the

school's handbook; and student safety regarding safety on the Internet; appropriate behavior while online, on social networking websites, and in chat rooms; and cyber bullying awareness and response.

This Internet Safety Policy was adopted by the Board of Reach Cyber Charter School at a public meeting, following normal public notice.

### 11.5 Information Technology Subsidy

Families will arrange for internet service for their students to attend school. The school will issue subsidies to assist with the cost of internet service and printer ink. The subsidy will be equal to \$50.00 a month and will be paid out monthly during the year through a third-party vendor contracted through Reach. If a student enrolls after the start of the school year, the technology subsidy will be prorated; however, due to the high cost of processing small payments, no prorated payments will be made for amounts less than five dollars (\$5.00).

The technology subsidy may be terminated by Reach if the caretaker(s) are in breach of the provisions of the school handbook. As permitted by state law and/or regulation, if Reach has invoiced a household for damage to or theft of a school-provided computer or any other school asset(s), Reach may withhold payment of the technology subsidy until the invoice is fully satisfied, and/or may apply the technology subsidy towards payment of the outstanding invoice.

For students who select the accelerated pacing option or the year-round pacing option which requires participating in the program in the summer, families qualify for a subsidy over the two summer months.

For the household to receive the payment, the following information is provided to the third-party vendor contracted to issue the payments: payee name, email address, and mailing address. No other information will be provided to such third-party vendor. If the family starts school after the first day of any of the payment periods, then the payments are prorated.

## APPENDIX 2- Protection of Pupil Rights Amendment (PPRA) Notification

Last Reviewed and Updated: December 18, 2018

This Protection of Pupil Rights Amendment (PPRA) Notification ("PPRA Notice") may be updated periodically. Any changes will be effective as soon as they are posted.

### Description of Intent

The School follows a philosophy of continuous improvement and honest, objective data analysis. This philosophy requires well-planned and sometimes independent research efforts to determine the effectiveness of the School's programs and strategies. From time to time, the School will collect and analyze student performance data and various measures of effectiveness. In addition, families may be asked to participate in surveys or focus groups. Such research shall always be undertaken ensuring student privacy is protected and in compliance with the PPRA. For example, the names of the student, learning coach, and family members will not be revealed, and results will only be reported in the aggregate or by subgroupings of sufficient size so that anonymity of the participants is safeguarded.

### Rights Afforded by the PPRA

The PPRA affords parents/legal guardians of minors certain rights regarding the School's conduct of surveys, collection and use of information for marketing purposes, and conduct of certain physical exams. These rights include the following:

- Requirement of parental consent prior to administering any U.S. Department of Education funded survey, analysis or evaluation that reveals information falling within the below categories ("Protected Information Survey"):
  - 1. Political affiliations or beliefs of the student or student's parent
  - 2. Mental or psychological problems of the student or student's family
  - 3. Sex behavior or attitudes
  - 4. Illegal, antisocial, self-incriminating, or demeaning behavior
  - 5. Critical appraisals of others with whom respondents have close family relationships
  - 6. Legally recognized privileged relationships, such as with lawyers, doctors, or clergy
  - 7. Religious practices, affiliations, or beliefs of the student or parents
  - 8. Income, other than as required by law to determine program eligibility.
- The right to receive notice and an opportunity to opt a student out of the following:
  - 1. Any other Protected Information Survey, regardless of funding
  - 2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law
  - 3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others
- The right to inspect, upon request and before administration or use, of the following:
  - 1. Protected Information Surveys of students;
  - 2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes
  - 3. Instructional material used as part of the educational curriculum.

These rights transfer from the parents or legal guardians to the student if they are eighteen (18) years old or an emancipated minor under state law or by court order.

## Notification Procedures

The School will work to develop and adopt policies regarding these rights in consultation with parents/legal guardians. The School will arrange to protect student privacy in the administration of Protected Information Surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.

The School will directly notify parents of these policies annually in this PPRA Notice or after any substantive changes. The School will also directly notify by U.S. mail, e-mail, or other reasonably available method parents/legal guardians of students who are scheduled to participate in the specific activities or surveys described in this PPRA Notice and will provide an opportunity for the parent(s) or legal guardians to opt students out of participation of the specific activity or survey.

The School will make this notification to parents near the beginning of the school year if it has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents/legal guardians will be provided reasonable notification of the planned activities and surveys covered by the PPRA and will be provided an opportunity to opt their students out of such activities and surveys. Parents or legal guardians will also be provided an opportunity to review any pertinent surveys. The following is a list of the specific activities and surveys covered under this requirement:

- Collection, disclosure, or use of personal information for marketing, sales or other distribution
- Administration of any Protected Information Survey funded in whole or in part by the U.S. Department of Education
- Any nonemergency, invasive physical examination, or screening as described above in the Rights Afforded by the PPRA.

## Reporting a Violation

Parents, legal guardians, students eighteen (18) years or older, or emancipated minors who believe their rights have been violated may file a complaint to the following:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, D.C. 20202-5901  
Phone: 202-260-3887

## Appendix 2: Title IX – The Final Rule

Title IX of the Education Amendments of 1972 protects people from discrimination based on sex in education programs or activities that receive federal funding. The U.S. Department of Education (USDOE) enforces Title IX and has created regulations relating to how schools are required to respond to reports of sexual harassment. The regulations are known as the *Final Rule*. The Title IX sexual harassment protections apply to Connections Academy schools that do or may receive Federal financial assistance. Under the *Final Rule*, Connections Academy is required to promptly respond to and investigate every formal complaint of sexual harassment by a student. The *Final Rule* establishes an emphasis on restoring a student's access to the Connections Academy's education program and/or sanctioned events and activities using supportive measures. Additionally, the *Final Rule* places the burden of proof on the school and requires a strict adherence to due process measures.

### DEFINITIONS

#### Actual Knowledge

Notice of sexual harassment or allegations of sexual harassment to the Title IX Coordinator or any designated school official/employee with the authority to institute corrective measures. Under state law, school employees are mandatory reporters. In the K-12 environment any employee may receive notice of sexual harassment.

This standard is not met when the only person with actual knowledge is the respondent. Additionally, the ability or obligation to report sexual harassment or to inform a student how to make a report of sexual harassment, or having training on how to report sexual harassment does not qualify an individual to have the authority to institute corrective measures on behalf of the school.

#### Complainant

An individual who has alleged to be the victim of conduct that could constitute sexual harassment.

#### Formal Complaint

A document filed by the complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the alleged sexual harassment. A complainant must be an active student participating or attempting to participate in the education program provided by Reach.

#### Respondent

An individual who has been reported to be the perpetrator of conduct that may constitute sexual harassment.

#### Sexual Harassment

Conduct on the basis of sex that satisfies one or more of the following:

- An employee of Reach conditioning the provision of an aid, benefit, or service of the school on an individual's participation in unwelcome sexual conduct (quid pro quo).
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and offensive that is effectively denies a person equal access to the Reach education program or sanctioned activity.
- Sexual assault as defined by 20 USC 1092(f)(6)(A)(v), dating violence, domestic violence, and stalking as defined by 34 USC 12291(a)(10), (8), (30).

## Supportive Measures

Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, free of charge to the complainant or the respondent before or after the filing of a formal complaint, as well as, instances where no formal complaint has been filed.

Supportive measures are designed to restore or preserve equal access to the Reach education programs and sanctioned events and activities. Such measures are designed to protect the safety of all parties, the education environment, and ultimately deter sexual harassment.

Supportive measures may include:

- Counseling
- Deadline extensions or other course related adjustments, including changes to class schedule
- Modification of class schedules
- Restricted contact between parties

Supportive measures provided to the complainant and/or respondent will remain confidential to the extent that confidentiality would not impair the ability of the school to provide such measures.

Effective implementation of supportive measures is the responsibility of the Title IX Coordinator.

## Title IX Coordinator

The employee designated by Reach to coordinate its efforts to comply with Title IX responsibilities will be referred to as the Title IX Coordinator. In addition to students and current employees, the Title IX Coordinator's contact information must be provided to prospective employees, parents or legal guardians, and all unions (if applicable).

The name or title, office address, e-mail address, and telephone number of the Title IX Coordinator shall be prominently posted on the school's website.

Any person, including a student's parent or guardian, may report sex discrimination and sexual harassment to the Title IX Coordinator in person, by mail, by telephone, or by email at any time, including non-business hours.

## Formal Complaints

A formal complaint of sexual harassment should be filed with the Title IX Coordinator in person, by mail, by electronic mail, or by phone using the contact information provided below:

Manager of Counseling  
Reach Cyber Charter School  
750 East Park Drive  
Suite 204  
Harrisburg, PA 17111  
Phone: 717-704-8437

## Initial Response

The school must treat complainants and respondents equitably by offering supportive measures to a complainant and respondent. The grievance process outlined below is followed prior to imposing disciplinary sanctions or other actions outside supportive measures against a respondent.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures and consider the complainant's wishes with respect to the use of such supportive measures, inform the complainant of the availability of supportive measures regardless of filing a formal complaint, and explain the process for filing a complaint.

Anyone may report instances of sexual harassment or potential violations to the Title IX Coordinator; reports may be anonymous. However, formal complaints of sexual harassment can only be filed by the complainant or the Title IX Coordinator.

In instances where the respondent faces allegations of sexual harassment and is determined to be an immediate threat to the physical health or safety of a student or other individual, they may be removed upon completion of an individualized safety and risk assessment. If a student is removed under emergency conditions, instant notice will be provided, and the student will be afforded the opportunity to respond to the emergency removal.

An employee respondent may be placed on administrative leave during the grievance process.

## Required Grievance Procedures

### Formal Complaints

Reach is required to follow the grievance process defined by *the Final Rule* before disciplinary measures, not to include supportive measures, against the respondent are made. The procedures include:

- All parties will be treated equitably through the remediation process. Remedies under *the Final Rule* are designed to restore or preserve equal access to Reach's education program and sanctioned events and activities.
- An objective and thorough investigation and evaluation of the relevant evidence will be reviewed. This includes both evidence that can establish guilt (inculpatory) and evidence that can exonerate guilt (exculpatory).
- Title IX Coordinators, investigators, decision makers, and any designee tasked to assist in the informal resolution process must be free of bias or conflicts of interest. Additionally, training must be completed on:
  - the definition of sexual harassment;
  - the scope of Reach's education program or sanctioned events/activities;
  - the process for investigation and grievance process including, hearings, appeals, and informal resolution processes;
  - how to serve impartially, including by avoiding prejudgment of the facts at hand, conflicts of interest, and bias;
  - any person identified as a decision maker must complete training on any technology used during any part of the grievance process, on issues of relevance of questions and evidence (including instances when questions and evidence arise that are not relevant regarding the complainant's sexual predisposition or previous sexual behaviors);
  - any person identified as an investigator must complete training on issues of relevance to properly compose a report that summarizes the relevant evidence;



- all training materials must not rely on sex stereotypes and must promote objective investigations and final disciplinary decisions (adjudications) of formal complaints of sexual harassment.
- A presumption the respondent is not responsible for the alleged conduct until the conclusion of the grievance process.
- A reasonably prompt time frame for conclusion to the grievance process, filing and resolving appeals and informal resolutions processes, if offered. A temporary delay or the limited extension of time frames for good cause may be granted. In such instances, written notice outlining the reason for the delay shall be sent to all parties. Examples of good cause are the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or to provide an accommodation of disabilities.

There will be a range of disciplinary sanctions and remedies that may be issued in the event responsibility of the respondent is determined.

The standard of evidence used may be the preponderance of evidence standard or the clear and convincing standard. The chosen standard must be used throughout the complaint process, include the procedures and permissible bases for the complainant and respondent to appeal, list the range of supportive measures available to complainants and respondents, and disallow the use of questions or evidence that seek disclosure of information protected under a legally recognized privilege, unless waived by the party holding such privilege.

#### Notice

If a formal complaint is made, written notice will be provided to all known parties. Included within the notice are the grievance process and the informal resolution process. Any details known at the time of report of sexual harassment may include the identities of the parties involved (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident (if known). The notice will include a statement acknowledging the respondent is presumed not responsible until the conclusion of the grievance process. The parties may have an advisor who may inspect and review evidence. Such an advisor may be an attorney, though the presence of an attorney is not required. All parties will be afforded enough time to prepare. Finally, the notice will include that knowingly making false statements is against the student and employee code of conduct.

If, during an investigation, Reach decides to investigate allegations not included in the original notice, the school will provide subsequent notice to include the additional allegations to all known parties.

#### Dismissal

Under some circumstances, Reach must dismiss a formal complaint of sexual harassment. If the conduct did not occur while participating in the school's education program or sanctioned events or activities or did not occur in the United States, the complaint will be dismissed. However, the school may pursue action under the Code of Conduct Policy.

The school may dismiss the formal complaint if:

- a complainant notifies the Title IX Coordinator in writing wishing to withdraw the formal complaint and included allegations,
- the respondent is no longer enrolled, registered, or employed by Reach, and
- specific circumstances prevent the school from gathering enough evidence to reach a determination regarding the formal complaint and/or allegations.

If conditions exist that require the school to dismiss the complaint, prompt written notice indicating a dismissal including any reason(s) must be sent to all parties.

### Consolidation of Formal Complaints

Consolidation of formal complaints to allegations of sexual harassment may occur under the following conditions due to the same facts or circumstances:

- against more than one respondent
- by more than one complainant against one or more respondents
- by one party against the other party

### Investigation

Under *the Final Rule*, the burden of proof and the burden of gathering evidence to make a determination as to responsibility of alleged sexual harassment falls to Reach. Voluntary written consent must be obtained to use a party's physician, psychiatrist, psychologist or other professional treatment records. An equal opportunity to present witnesses and evidence will be provided to all parties. The ability of either party to discuss the allegations investigated or gathered and present evidence may not be restricted. All parties will be provided the same opportunities to have others present at any grievance proceeding. If either or both parties are joined by an advisor, including an attorney, at a proceeding, Reach may limit or restrict their participation.

Written notice of the date, time, location, participants and purpose of all hearings, investigations, or any related meetings will be provided to all parties. Such notice shall permit enough preparation time for all parties.

Equal opportunity to inspect and review all evidence regardless of intent to rely upon said evidence in reaching the final determination will be provided to all parties. Prior to the investigative report, an itemized evidence list subject to review will be sent to all parties, including advisors/attorneys if applicable, in electronic format or hard copy. The parties will have ten (10) days to submit a written response. The response will be considered by the investigator prior to completing the investigative report. All evidence subject to inspection and review will be available at any hearing for reference and purposes of cross-examination.

Finally, an investigative report will be prepared to summarize the relevant evidence and sent in an electronic format or hard copy to all parties and their advisors/attorneys, if applicable. The report shall be sent to the relevant parties at least ten (10) days prior to a hearing to permit review and the opportunity to provide a written response.

### Hearings

The Final Rule does not require hearings in the K-12 environment.

The designated decision maker shall provide each party the opportunity to submit relevant written questions to any party or witness, permit time for parties to respond, and subsequently allow for limited follow-up questions.

It is an important distinction that questions and evidence relating to the complainant's sexual predisposition or prior sexual history are not considered relevant to the final determination.

The exceptions to this rule are if the pertinent information proves that someone other than the respondent committed the alleged sexual harassment, or if the evidence offered relates to specific incidents and prove consent between the complainant and respondent.

## Determination

The decision maker may not be an investigator or the Title IX Coordinator.

The decision maker will issue a written determination with respect to responsibility. Under the *Final Rule*, the determination must include:

- A description of the allegation that meets the definition of sexual harassment
- A full description of the procedural steps from receipt of the complaint through final determination (notices, interviews, site visits, evidence gathering methods, and hearings)
- Findings of fact supporting the final determination
- Conclusions as to the application of the school's code of conduct and the known facts
- A statement and rationale for:
  - Each allegation and determination of responsibility
  - Disciplinary sanctions imposed on the respondent, if any
  - If remedies designed to restore or preserve equal access to Reach's education program and/or sanctioned activities will be provided by the school to the complainant; any such remedies will be implemented by the Title IX Coordinator
- The school's allowable reasons and procedures for appeal (see Appeals section below)

The school shall issue written determination to all parties at the same time. The determination will be considered final when the time for filing a timely appeal has passed. If the allegations are appealed, the decision is considered final upon receipt of the final written determination.

## Appeals

Both the complainant and respondent have the option to appeal under the following circumstances:

- A procedural irregularity
- New evidence that could affect the outcome – not available prior to dismissal or determination
- Conflicts of interest or bias by the Title IX Coordinator, investigator(s), and/or decision maker(s)

The school may provide additional equitable circumstances as situations warrant. If a party wishes to appeal the determination, written notice will be provided to the other party that an appeal has been filed and provide procedures that apply to both parties. A new decision maker(s) will be appointed on appeal and such person will not have participated in the complaint prior to appeal, including investigators or the Title IX Coordinator.

Both parties will be permitted and equal opportunity to submit written statements supporting or opposing the outcome. A written decision will be provided to both parties at the same time and will indicate the result of the appeal and the rationale for the final determination.

## Informal Resolution

Informal resolutions may be offered once a formal complaint is filed.

Parties are not required to participate in an informal resolution however, the school may offer this option instead of a full investigation and determination. The school will disclose information about the informal resolution process, including the right to withdraw from the informal resolution process prior to an agreed

resolution. Once a party withdraws from the informal resolution process, the grievance process of the formal complaint will resume.

If both parties wish to proceed with an informal resolution, a voluntary written consent must be obtained waiving the right to an investigation and adjudication of a formal complaint. A common example of informal resolution is mediation.

The informal resolution process may not be used in instances where the school's employee is the respondent of alleged sexual harassment against a student.

### Recordkeeping

The school shall maintain a complete record for seven (7) years relating to:

- All investigations, determinations regarding responsibility, disciplinary sanctions (respondent), and remedies (complainant); including audio/audiovisual recordings and/or transcripts
- Appeals and their result,
- Any informal resolutions and their result,
- Training materials used (posted publicly on the school's website), and
- Any actions, including supportive measures, in response to a formal complaint of sexual harassment.

The records shall provide a basis for the conclusion and show the response was not deliberately indifferent. Additionally, records should document the measures to restore or preserve equal access to Reach's education program or sanctioned events and activities. Further, records shall indicate the rationale for not providing the complainant with supportive measures, if applicable.

### Retaliation

Retaliation is prohibited. Prohibited behavior includes intimidating, threatening, coercing, or discriminating against anyone for the purpose of interfering with the rights protected by *the Final Rule*.

Specifically, retaliation because an individual made a report or complaint, testified, assisted, or participated or refused to participate in a Title IX investigation, proceeding, or hearing. Retaliation against a student for code of conduct violations that arise from the same facts and circumstances as a report or complaint of sexual discrimination/harassment is also prohibited.

Speech protected by the First Amendment does not constitute retaliation.

The identity of parties and witnesses shall remain confidential except as permitted by FERPA. Any party that makes a false statement in bad faith may be charged with a code of conduct violation.

# Coversheet

## Approval of Affiliation Agreement with Luzerne College (to follow)

**Section:** VI. Action Items  
**Item:** G. Approval of Affiliation Agreement with Luzerne College (to follow)  
**Purpose:**  
**Submitted by:**  
**Related Material:** LCCC signed agreement.pdf

CHFY2024-51

8/1/23

## Field Experience Affiliation Agreement

THIS AGREEMENT is made this 13 day of September, 20 23 by and between

Reach Cyber Charter School, 770 East Park Drive, Harrisburg, PA after referred to as the  
*Company name* *Company Address*  
 “Affiliate”) and LUZERNE COUNTY COMMUNITY COLLEGE, Nanticoke, Pennsylvania, a not-for-profit institution incorporated under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the “College”).

WHEREAS, the College, through its Department of Social Science/History, provides an institutional program leading to an Associate in Applied Science in Early Childhood Education and a Para-educator Diploma (hereafter referred to as “Education Program”). As part of the curriculum for the Education Program, field experiences are required and include observation, exploration, and participation in accordance with the requirements set forth by the Pennsylvania Department of Education.

WHEREAS, the parties hereto agree that students in the Education Program from the College participate in the field experience and practice at the Affiliate all in accordance with the provisions herein; and

WHEREAS, the Affiliate operates a Cyber School (“Facility”) located at 750 East Park Drive, Harrisburg, PA.  
*Type of facility* *Address of facility*

WHEREAS, the provisions of such field experience and practice is to the benefit of the College, its students in the Education Program, and Affiliate.

NOW, THEREFORE, in consideration of the mutual obligations stated below, and the benefits accruing to each of the parties hereto, the College and the Affiliate do hereby enter into this Agreement upon the following terms, covenants, and conditions:

1. The College will, as part of an established program of education, training, and/or observation be permitted to send students to the classroom or workplace of the Affiliate for the purpose of field experience (see APPENDIX I for definitions and explanation of field experience) in accordance with the terms and conditions set forth under “Schedule A” which is attached and incorporated by reference, and made a part of this Agreement. In furnishing the field settings for experience and practice for student learning, the Affiliate shall be solely responsible for the care provided to the children/students in the Affiliate’s domain. The College shall be solely responsible for the education of the students in connection with the experiences and practice.
2. Mutual Terms and Conditions:
  - a. *Terms of Agreement.* The term of this contract shall be for a period of one year commencing on the date first written above and continuing for one year. This contract shall automatically renew for successive one-year terms thereafter, with the total period under this Agreement not to exceed five (5) years, unless either party notifies the other party in writing at least sixty (60) days prior to the end of the initial term or any of the four renewal terms of the notifying party’s intent not to renew at the end of the then-current term.
  - b. *Termination of Agreement.* The College may terminate this Agreement for any reason with sixty (60) days written notice. Either party may terminate this Agreement in the event of a substantial breach, however, should the Affiliate terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until the end of the then-current semester.



8/1/23

- c. *Nondiscrimination.* Luzerne County Community College does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. For a complete copy of the LCCC non-discrimination policy, go to <https://www.luzerne.edu/about/titleix.jsp>. Inquiries may be directed to the Title IX Coordinator, Kim Hogan, Director of Human Resources, LCCC, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, 800-377-5222 extension 7363. Inquiries related to accessibility services for students may be directed to the Section 504 Coordinator, Graceann Platukus, Vice President of Enrollment Management and Student Affairs, LCCC, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, 800-377-5222 extension 7243.

The Affiliate agrees that they are an Equal Opportunity Employer. Students and alumni will be accepted and assigned to field work opportunities and otherwise treated without regard to race, color, religion, national origin, sex, marital status, veteran status or disability, as well as other classifications protected by applicable state or local laws.

- d. *Interpretation of the Agreement. Venue.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement, without regard to conflicts of law provisions of any state. All actions and proceedings arising out of or relating directly or indirectly to this Agreement will be filed and litigated exclusively in any state court or federal court located in the County of Luzerne, Pennsylvania. The parties expressly consent to the jurisdiction of these courts, agree that venue is proper in these courts and consent to service of process made at the last known address in the parties' records.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *FERPA.* The College and the Affiliate shall comply with the Federal Educational Rights and Privacy Act of 1974, as amended.
- h. *Taxes.* The College shall not be responsible for the payment of any federal, state or local taxes for or on behalf of the Affiliate under any circumstances.
- i. *Successors and Assigns.* This agreement mutually binds and benefits all heirs, assignees, and successors of both the Affiliate and the College.
- j. *Counterparts.* It is understandably possible that each party may sign several counterparts of this Agreement. It is hereby agreed that each duly signed counterpart is considered valid as part of this Agreement.
- k. *Waiver.* Waiver by one party hereto of breach of any provision of this Agreement by the other shall not be construed as a continuing waiver.
- l. *Severability.* Should any court determine any provision of this Agreement, or any portion thereof, to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- m. *Assignability.* This Agreement may not be assigned without the prior written consent of the College.

8/1/23

3. The Affiliate reserves the right to terminate the participation of any individual at any time for a violation of the rules and regulations of the Facility at the sole discretion of the Affiliate. Each student will be advised of the rules and regulations of this field work program. Any disciplinary or academic problems that arise during a student's field work with the Affiliate shall be reported to the College immediately.
4. The Affiliate represents and warrants to the College that:
  - a. All field work, even though they may include actual operation of the Facilities of the Affiliate, are similar to training which would be given in an educational environment;
  - b. The field work experience is for the benefit of the intern;
  - c. The intern will not displace regular employees of the Affiliate, but will work under close supervision of existing staff;
  - d. The Affiliate derives no immediate advantage from the activities of the intern; and on occasion its operations may actually be impeded;
  - e. The intern is not necessarily entitled to a job at the conclusion of the field work; and
  - f. The Affiliate and the intern understand that the intern is not entitled to wages for the time spent in the field work.
5. The Affiliate agrees to provide the participating student access to the classroom or workplace activities for the purpose of field work in accordance with the terms and conditions outlined in Schedule A. The coordinator at the Affiliate, in conjunction with the coordinator at the College, will establish a schedule of dates of observations, the hours required by each intern student, and any other relevant criteria which will enhance the educational excellence of the program.
6. The Affiliate agrees to indemnify and hold harmless the College, its trustees, officers, agents and employees, from any liability, loss or damage they may suffer in relation to, as a result of, or related to causes of action, claims, demands, costs or judgments against them for any injury or damage to person or property arising out of the activities to be carried out pursuant to this Agreement, as a result of the direct or indirect action, inaction, omission or commission of any student, instructor, employee, agent, or other participant in the field work program; provided, however, that any such liability, loss or damage resulting from the gross negligence or willful malfeasance of any College trustee, officer, agent or employee is excluded from this Agreement to indemnify and hold harmless. Both parties agree that upon receipt of any and all notices of such referenced causes of action, claims, demands, costs or judgments arising out of the activities to be carried out pursuant to this Agreement, the party receiving such notice will notify the other party promptly. Affiliate agrees, at its own expense, to provide attorneys reasonably acceptable to the College to defend against any actions brought or filed against the College, its trustees, officers, agents and/or employees with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. The College agrees to cooperate with Affiliate in the defense of such claim or action, provided, however, that no settlement or compromise shall be accepted or entered into which binds the College unless the College has given its prior written consent thereto. This indemnity obligation shall survive the termination of this Agreement.
7. The parties hereto declare it to be their mutual and joint purpose to provide students in the Education Program at the College with the field experience and practice as required by the College.



8/1/23

8. The College shall be solely responsible for the selection of students into its Education Program who participate in field experience and practice at the Affiliate. In discharging its responsibility, the College shall provide assurance that only students whose health status presents no danger to children/students of the Affiliate; who have successfully met the prerequisite academic standards; who have obtained child abuse, Pennsylvania criminal and FBI fingerprinting clearances; and who have a current TB screening may utilize the field experiences and practice for educational purposes at the Affiliate.

9. A qualified faculty member of the College can be contacted at any time that Education Program students are present for field experiences and practice. In discharging its responsibility, the College shall provide assurance that only faculty who are certified teachers in the Commonwealth of Pennsylvania; and who meet the standards for an academic appointment in an institution of higher education will provide field supervision for the education of students. The Affiliate shall maintain overall direction and control of the activities pertaining to child/student care.

10. College students are at all times responsible for adhering to the reasonable policies, rules, standards, practices and schedules of the Affiliate (collectively the "Policies") which Policies shall be conveyed to the College students at the commencement of the field experience, and from time to time thereafter as said Policies are amended.

11. The Affiliate shall provide the following: All necessary supplies associated with the field learning experience and practice.

12. The administrator of the Affiliate and an Education Program faculty member from the College will confer as needed at their mutual convenience to coordinate and to assess the efficacy of the field experiences.

13. All facilities made available for College students field experiences and practice at the Affiliate shall be free of charge.

14. College students and faculty shall not reveal confidential information concerning children/students or staff of the Affiliate. Staff of the Affiliate shall not reveal confidential information about a student or faculty member.

15. Any notice to be given hereunder by any party to the other may be affected with by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth hereinafter, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.

If to Affiliate: R e a c h C y b e r C h a r t e r If to College: Luzerne County Community College

750 East Park Drive,  
Harrisburg, PA 17111

521 Trailblazer Drive  
Nanticoke, PA 18634

Attention: L e e A n n R i t c h i e \_

Attention: Early Childhood Education Program

With Copy to: J a n e S w a n \_\_\_\_\_

With Copy to: Finance Division Administrator

16. This Agreement constitutes the entire Agreement between the parties. Any and all previous oral and/or written agreements between the parties regarding these issues are herewith superseded.

[Signatures submitted on the following page.]

8/1/23

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their officials duly authorized.

Thomas P. Leary, President      9/14/23  
Date

\_\_\_\_\_  
Attest/Witness Signature

LeeAnn Ritchie      9/13/2023  
Authorized Affiliate Signature      Date

\_\_\_\_\_  
Attest/Witness Signature

LeeAnn Ritchie, Chief Academic Officer  
Authorized Signature Printed Name/Title



8/1/23

Master Agreement #: \_\_\_\_\_

## APPENDIX I

*Taken from PDE Pre K – 4 Program Specific Guidelines, 2009 p. 40ff - 41*

### FIELD EXPERIENCES AND STUDENT TEACHING

#### **Field Experience and Student Teaching Requirements**

The professional education program is required to provide evidence of the candidate's participation in developmental field experiences and student teaching, under the supervision of college personnel and cooperating teachers who are well trained, highly qualified, and who demonstrate competence in teaching and mentoring in the field of Pre K – 4 education. The Pre K – 4 certification programs must also provide evidence that the criteria and competencies required for exit from the program are assessed through coursework, field experiences and student teaching. In addition to incorporating a self-reflective emphasis, the program is expected to require candidates to demonstrate their knowledge and competence in fostering student learning and child well-being. To the extent possible, candidates should be assigned to field experiences and student teaching sites in which staff have Early Childhood or Elementary certification or are able to provide supervision from an external certified teacher.

#### **Definitions of Field Experience and Student Teaching**

There are four stages of field experience and student teaching. Each one is progressively more intensive and requires the candidate to assume gradually more responsibility. The experiences should take place in collaborative settings to give candidates a flavor for the values, culture, and working styles of learning environments. This includes learning about the socio-emotional and academic traits of students, and gaining experience with the teaming approach to teaching through direct observation and participation in teamwork and collaboration at the early childhood level.

Field experiences are defined as a range of formal, required school and community activities participated in by students who are enrolled in teacher preparation programs. These activities generally do not include student teaching under the supervision and mentorship of a classroom teacher. Effective field experiences provide candidates with increasing exposure to schools, under the guidance of program faculty and trained teacher mentors, throughout the preparation program. Institutions should explain:

1. How they implement field experiences to allow candidates to progress from observing, to working with small groups of students, to teaching small groups of students under the direction of a certified teacher, to the culminating student teaching experience.
2. The duration of candidate field experiences.
3. How these experiences are closely integrated with coursework, assessment practices, and program goals.

Student teaching is defined as a set of organized and carefully planned classroom teaching experiences required of all student teachers in a preparation program. Student teachers are assigned to one or more classrooms, closely supervised and mentored by a certified teacher, the cooperating teacher, who provides regular feedback to the student on his or her classroom teaching performance. General supervision of student teachers is provided by a university or college professional educator.

#### **Field Experience Guiding Principles:**

- Field experiences are designed and delivered for candidates to make explicit connections with content areas, cognitive development, motivation and learning styles.



8/1/23

- Field experiences allow teacher candidates to observe, practice, and demonstrate coursework competencies, under the supervision of education program faculty and under the mentorship of certified teachers.
- Field experiences must allow teacher candidates to progress from observation to teaching small groups of students under the mentorship of a certified educator at the pre-student teaching level, to the culminating student teaching experience.
- Field experiences are on-going throughout the program, aligned with coursework, and include varied experiences in diverse environments.
- Candidates need time to learn and demonstrate the complex competencies and responsibilities required by teachers.

### **Types of Field Experiences and Student Teaching**

Each candidate must participate in a minimum of 190 hours of field experiences prior to student teaching, including one Pre K placement (includes birth through Pre K), one K-1 placement, and one placement in grades 2-4. At least one placement during Stage 3 or Stage 4 (student teaching) must include students in inclusive settings. An inclusive setting is defined as an educational setting which includes children with and without special needs. An inclusive setting includes at least one child with an IFSP/IEP. At least one placement during Stage 3 or Stage 4 must be in a public school setting or a Pre K program sponsored by a school district.

The student teaching component of approved programs in the Commonwealth is expected to involve institution faculty with knowledge and expertise in the certification area being pursued by a teacher candidate. Classroom mentor teachers (sometimes called cooperating teachers), under whose direct supervision the student teachers work, are expected to be trained by the institution, preferably in Pre K – 4 best practices, and to have appropriate certification.

Candidates must learn to identify and conduct themselves as members of the profession. They need to know and use ethical guidelines and other professional standards related to Pre K – 4 best practices. Candidates must also have opportunities to collaborate with other professionals and become informed advocates for sound educational practice and policies.

### **Professional Behaviors to be Demonstrated throughout the Field Experiences**

- Understand and adhere to Codes of Conduct
- Appreciate the need for, and maintain, student, family, and staff confidentiality
- Acquire and maintain appropriate clearances
- Understand and adhere to policies and procedures of the specific institution
- Advocate for high quality, child-centered teaching practices utilizing the appropriate supervisory channels, including requirements related to mandated reporter status

### **Field Experience Stages**

The following section describes the four stages of Field experience required for all certificate areas. The descriptions include minimum time requirements.

#### **Stage 1: Observation**

Students are observers in a variety of education and education-related settings including community-based child care, Head Start, early intervention, and school districts.

Observations should occur in a range of school and early learning settings (e.g., urban, suburban, rural; high and low-performing schools) so that students have a broad experience and learn as much as possible about pre-K through 4th grade education learners and pre-K through 4th grade education philosophy.

8/1/23

**Stage 2: Exploration**

This is an experience in which the candidate works under the teacher's supervision during individual tutorials or with a small group of students. Activities can include reading, math, and other subject matter experiences, tutoring children, small group conversations, outdoor play, and monitoring classroom routines and procedures. **Note:** Minimum time requirement for Stages 1 and 2 combined is 40 hours.

**Stage 3: Pre-student teaching**

This is the beginning of student teaching in which candidates teach small groups of students, in schools and early learning settings. This field experience is a combination of individual tutorials, small group, and whole class instruction at the selected grade level over the course of the semester. Students work with materials that they have prepared and created for classroom instruction. **Note:** Minimum time requirement for Stage 3 is 150 hours.

**Stage 4: Student Teaching (not applicable at 2 year level)**

There is a minimum of 12 weeks full-time student teaching required in §354.25(f).

8/1/23

**SCHEDULE "A"**1. Title of Program: **Early Childhood Education**

2. Summary of Hours and type of Field Work Required per course as charted below:

<b>COURSE</b>	<b># OF HOURS</b>	<b>FIELD EXPERIENCE STAGE</b>	<b>EXPECTATIONS</b>
ECE 100	20	Observation	Students complete 2 hours of observation in 10 different settings. Pure observation no interaction with children.
ECE 101	10	Exploration	Students complete 10 hours in an infant-toddler setting, interacting with children under direct supervision and using placement to practice assessment, observation, and interaction skills as well as complete some assignments.
ECE 201	10	Exploration	Students complete 10 hours in an early childhood setting, interacting with children under direct supervision and using placement to practice assessment, observation, and music/movement skills as well as complete some assignments.
ECE 202	10	Exploration	Students complete 10 hours in an early childhood setting, interacting with children under direct supervision and using placement to practice assessment, observation, and methods within the area of art as well as complete some assignments.
ECE 203	10	Exploration	Students complete 10 hours in an early childhood setting,, interacting with children under direct supervision and using placement to practice literacy assessment, observation, and teaching methods as well as complete some assignments.
ECE 204	10	Exploration	Students complete 10 hours in an early childhood setting, interacting with children under direct supervision and using placement to practice math and science assessment, observation, and teaching methods as well as complete some assignments.
ECE 205	10	Exploration	Students complete 10 hours in an early childhood setting, interacting with children under direct supervision and using placement to practice health, nutrition, and safety assessment, observation, and teaching methods as well as complete some



8/1/23

			assignments.
ECE 210	10	Exploration	Students complete 10 hours in an inclusive setting, interacting with children under direct supervision and using placement to practice assessment, observation, and interaction skills as well as complete some assignments.
ECE 219	140	PreTeaching	Students complete 140 hours of participation in the program focusing on the topic of observation, assessment and recordkeeping observing assessment situations and evaluating various observation, assessment, and recording techniques. Students are observed twice in the semester by the LCCC supervisor and are required to teach lessons, do a child study and experience as much of the teaching process as program allows.
ECE 220	135	PreTeaching	Students complete 135 hours of participation in the program focusing on the topic of play creating play-based learning situations, observing play, and assessing play. Students are observed twice in the semester by the LCCC supervisor and are required to teach play-based lessons, create a bulletin board and a learning center, and experience as much of the teaching process as program allows.
PAR 219	140	PreTeaching	Students complete 140 hours of participation in the paraeducator student role focusing on the topic of observation, assessment and recordkeeping for the remediation of math and reading. Students are observed twice in the semester by the LCCC supervisor and are required to carry out directions given by the cooperative teacher, create learning materials, and document assessment as directed.

3. Program beginning date: Arranged with the Affiliate facility at the beginning of each semester (Fall semester begins in September; Spring semester begins in January; and Summer semester begins in June). Each student will present a course specific letter of introduction, time log to be completed, and cooperative evaluation.
4. Schedule for use of AFFILIATE for observation: To be established between the student and faculty member arranging the field experience hours with the Affiliate with mutual understanding and scheduling.

# Coversheet

## Legislative Update

**Section:** VII. Information Items  
**Item:** A. Legislative Update  
**Purpose:**  
**Submitted by:**  
**Related Material:** BFEC comments\_20230915.pdf  
HB 1422 Talking Points.docx



Good morning Honorable Members of the Basic Education Funding Commission.

Thank you for taking the time to consider my written statement on the important topic of education funding. My name is Jane Swan, and I am the CEO for Reach Cyber Charter School (Reach), a statewide, tuition-free, online public charter school for students in grades K-12.

In August 2016, Reach opened our doors with 16 staff members and 463 students with a mission to improve academic growth and cultivate curiosity through integrated STEM opportunities, K-12 personal instruction, and career exploration. Due to the popularity of public cyber charter schools and parent demand for robust, comprehensive virtual education, today Reach is educating 6,500 students across the Commonwealth and has over 800 staff members to serve our students.

Reach serves a diverse array of students from every corner of the Commonwealth, from gifted students who seek an accelerated track, to competitive athletes and performers, pregnant and parenting students, students with disabilities or compromised immunities, military families who need to relocate often, and others who seek an individualized approach to education and a flexible schedule.

Cyber charter schools are schools of choice in Pennsylvania whose demand has continued to increase dramatically over the past few years. Parents chose to leave a district because the district does not meet their child's needs or has failed their child either academically or from a relationship standpoint. Over 70,000 families have chosen cyber charter school in the Commonwealth for those reasons.

The plaintiffs in the recent Commonwealth Court case argued that Pennsylvania's school system violates the constitution's equal protection clause, saying the kids in low-wealth districts are not being educated on a level playing field with those in wealthier districts. Cyber Charter Schools are uniquely able to level the playing field, providing all students with access to high quality resources, certified teachers, and opportunities for engagement regardless of their parents' income. They provide the ultimate scenario where all students are offered the same meaningful opportunities regardless of if the student lives in poverty or affluence.

Cyber education is a different form of delivering learning that the established educational institutions do not yet understand. The delivery model is different, and so are the costs associated, but that does not mean that the costs are less than with traditional models.

The unique cost considerations of Public Cyber Charter Schools include:

- Building and facility leasing for administrative offices, including registrars, pupil health, special education, enrollment services, technology support, and teacher office space.

- Technology equipment for students, staff and administration including distribution and reclamation.
- Shipping curriculum and educational support materials to and from students.
- Research, development, and implementation of innovative teaching design including all materials and resources.
- 24/7 Technical Support statewide.
- Learning Management and Student Information Systems.
- Enrollment Services statewide.
- Internet reimbursement allocation for in home services.
- Travel expenses for teachers and staff to fulfill State testing mandates, field trips, graduation, and other student and family support activities.
- Facility rental to comply with all State testing mandates.
- Family Supports and Services statewide.
- Contracting with various related services providers to meet individual student goals.
- Individual in home therapies including all travel related expenses.
- Coordination with various social services agencies statewide to provide in home support for students and families.
- Travel expenses required to maintain and enforce daily attendance mandates including truancy related court appearances.

Furthermore, cyber charter schools are a great value and save money! Under the current funding mechanism, for every student that attends a cyber charter school, school districts have additional money to support the students that remain within their brick-and-mortar building. On average, cyber charter schools receive just 75% of the per-pupil allotment for each student. School districts keep the remaining 25% that they can use for payments on debt, adult education programs, pre-K programs, transportation costs, and building and ground maintenance.

In closing, I want to thank the Commission for holding a hearing on this important topic and for providing Reach with an opportunity to offer written testimony. Public funding is essential for cyber charter schools to give Pennsylvania families the right to choose the education that is best for their students. If you have any questions about the information provided in our testimony, please feel free to contact me at [jswan@reachcyber.org](mailto:jswan@reachcyber.org).

## HB 1422 Talking Points:

HB 1422 will result in a \$485 million cut to cyber charter schools in PA.

If passed, this legislation will force many cyber charter schools to close and significantly reduce educational options for families. Simply put, if HB 1422 becomes law, many families will have to find a new school for their child.

Cyber charter schools play a crucial role in providing alternative educational opportunities for students who may not thrive in the traditional public school setting.

Thousands of families across the state have enrolled their children in cyber charter schools and the enrollment numbers continue to grow rapidly. Why would Pennsylvania take action to roll back this option when the demand for this option is so high?

Cyber charter schools already receive approximately 75 cents on the dollar compared to traditional public schools. Additional cuts included in HB 1422 are completely arbitrary and unfair.

I urge you to oppose HB 1422. Reducing funding for cyber charter schools and taking away educational options from families is the wrong thing to do.

# Coversheet

## State Assessment Results 2023

**Section:** VII. Information Items  
**Item:** B. State Assessment Results 2023  
**Purpose:**  
**Submitted by:**  
**Related Material:** State Assessment Results 2023 (1).pdf



# State Assessment Summary 2023

## National Assessment Trends for 2023



Research released from the National Assessment of Education Progress reveals that Math and Reading performance have hit the lowest levels in decades. Achievement declined nationally across lines of race, class, and geography, most significantly in Math. In Pennsylvania, performance on both Language Arts and Math showed a significant decrease since the previous assessment year. Peggy Car, commissioner of the National Center for Education Statistics, commented that “these results show that there are troubling gaps in the basic skills of these students”. Additionally, research from NCEES also indicates a correlation between time spent reading for fun and ELA achievement. The study shows a steep decline in students who indicate that they read for fun, with 31% of 13-year-olds stating that they “never or hardly ever” read for enjoyment. (*National Center for Education Statistics, Nation’s Report Card, nces.gov*)

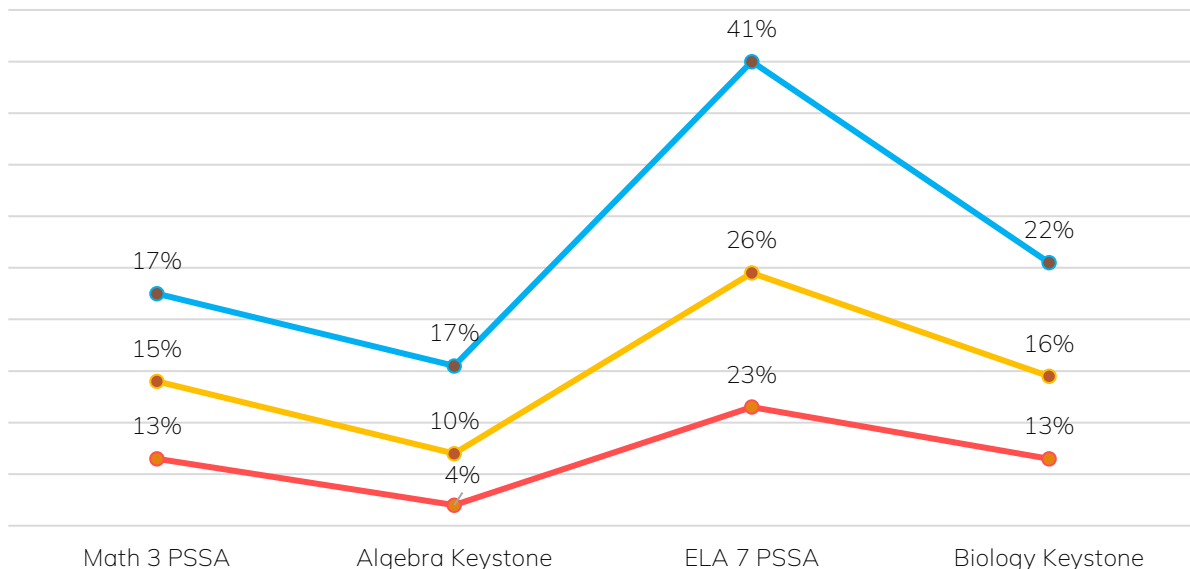
## Reach Student Success



Similar to the national assessment trends, Reach’s student assessment data demonstrates deficiencies in Math and Language Arts skills. Reach students come to our school seeking a new learning environment and we are responsible for helping all students close the gap. Data on our students’ performance on state standardized exams shows that in every grade and subject on the PSSAs and Keystones, students who have been enrolled at Reach for two or more years have a higher average performance score than students who have been enrolled for less than two years. This suggests that the longer a Reach student remains enrolled with us (>2 years), the higher they perform on state assessments. This data demonstrates that Reach is providing a rich and rigorous education through personalized instruction, which is helping students to close learning gaps and grow in Math, Science, and Language Arts skills.

## Performance by Years Enrolled at Reach

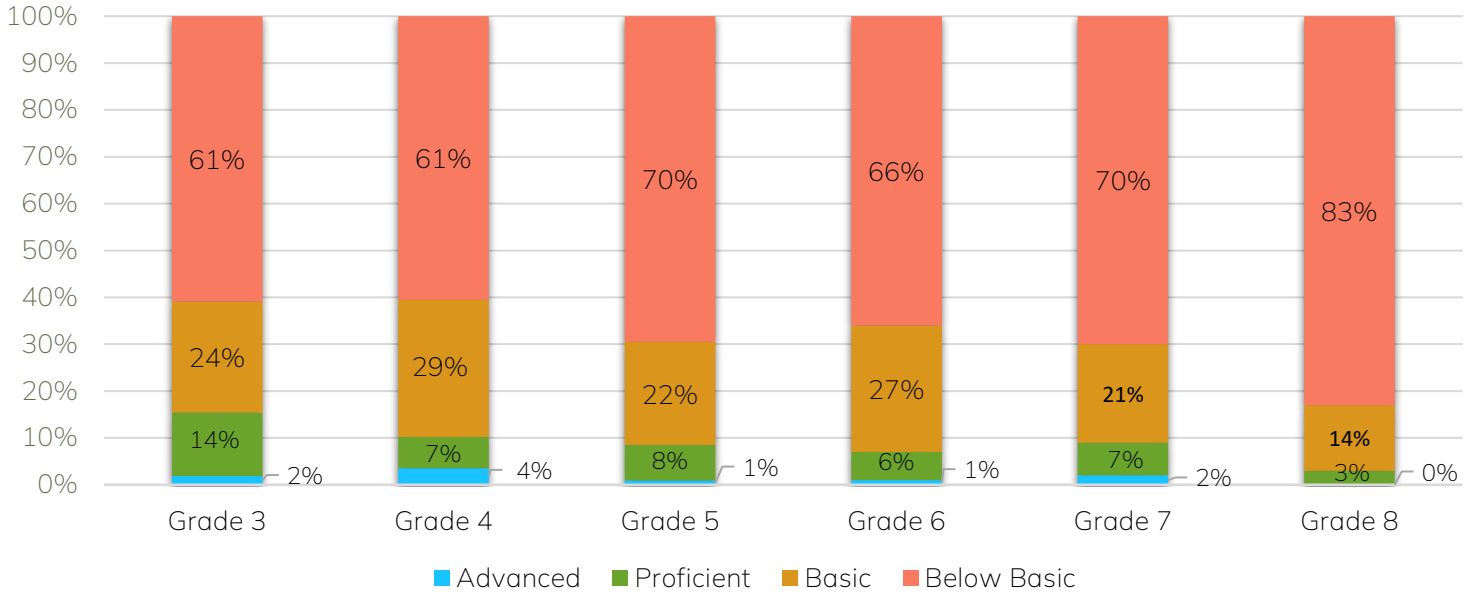
● New in 22-23    ● Enrolled in 21-22    ● Enrolled 20-21 and Prior



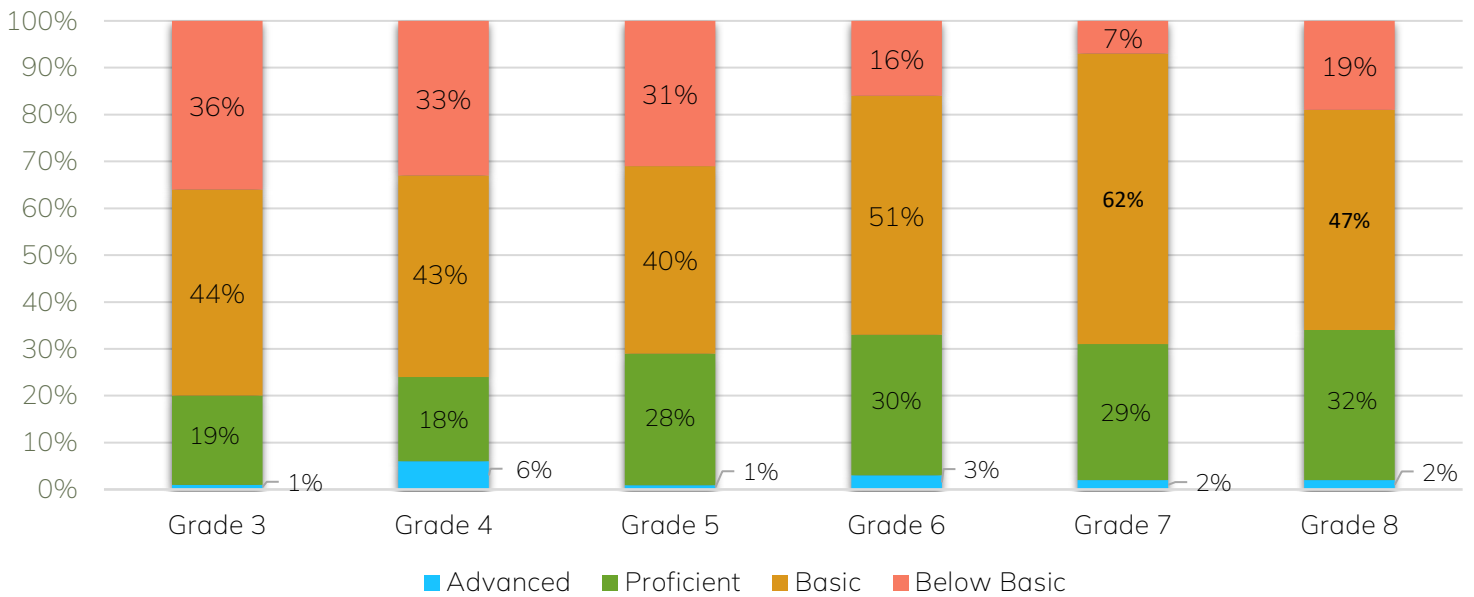


# State Assessment Summary 2023

## Math PSSA Results 2023



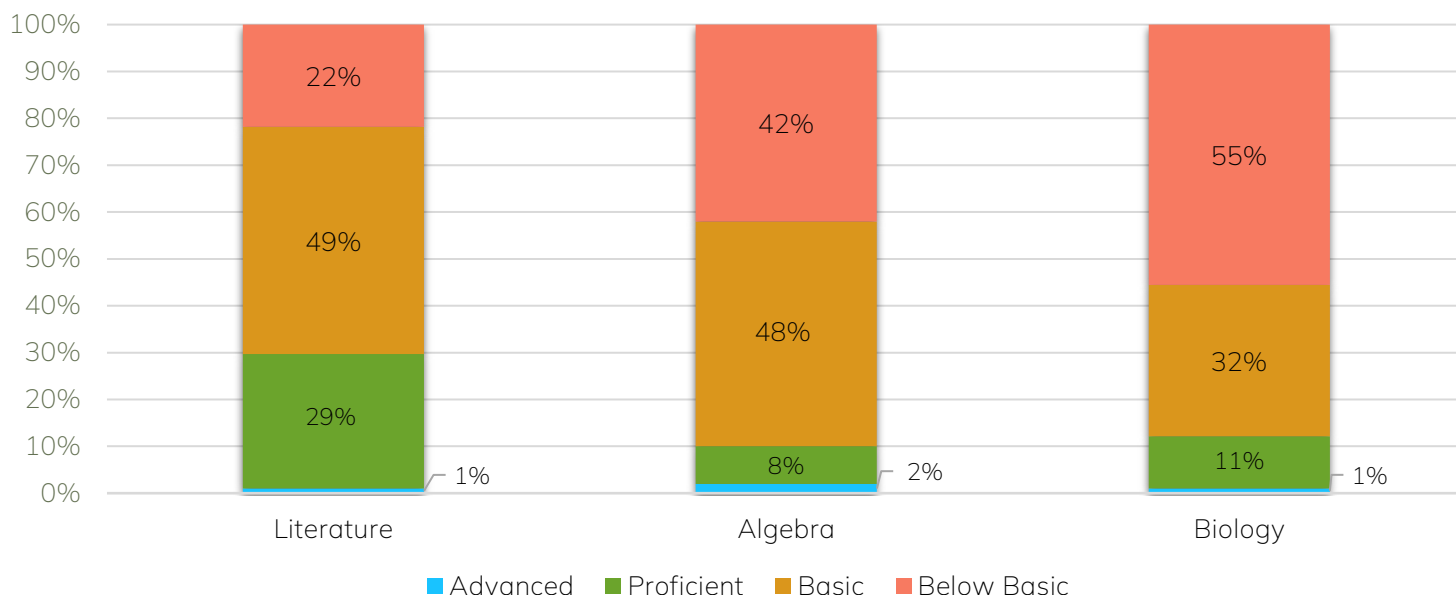
## ELA PSSA Results 2023





## State Assessment Summary 2023

### Keystone Exam Results 2023



### Summary Considerations

- Overall, Reach’s combined proficiency on state assessments for 2023 is 31% proficiency in English/Language Arts and 9% proficiency in Math. In considering growth between years, Reach’s Math/Algebra proficiency remained relatively consistent, however we did observe a slight decrease in ELA proficiency (-6%). It is important to note that changes to the point distribution on the ELA tests occurred between 2022 and 2023, and this is a significant consideration when evaluating overall scores and growth by standard.
- While 2023 state assessment data has not yet been made publicly available, historical averages for cyber charter school proficiency in Pennsylvania tend to fall around 23% in ELA and 8% in Math. Notably, about 65% of Reach’s tested population attended and completed state testing in 2023.
- While the Pennsylvania Department of Education requires that all students complete these standardized assessments, the Reach vision of inspiring and nurturing future success for all students emphasizes real-world learning, including STEM, career readiness, flexible instruction, and authentic internal assessments for learning. Reach believes that students can demonstrate learning and mastery through a variety of ways, including through our benchmarking program. In 2023, Reach students, on average, remediated over a year’s worth of below-grade level skills in Math and demonstrated 10% growth throughout the year in English Language Arts proficiency.