



Reach Cyber Charter School Board of Trustees

Reach Cyber Charter School

Board Meeting

Published on December 7, 2023 at 12:57 PM EST

Date and Time

Wednesday December 13, 2023 at 9:00 AM EST

Location

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

Agenda

Presenter

I. Opening Items

A. Roll Call

B. Call the Meeting to Order

David Taylor

II. Public Comment

The Board welcomes participation by the members of the public both in-person and telephonically. To address an item on the agenda, before the scheduled start of the meeting, an individual must provide their name and short description of the agenda item on which they wish to comment to the Chair, along

Presenter

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. CEO's Quarter One Board Report
- 2. Monthly Enrollment Report

- B. Human Resources Update Michael Garman
 - 1. Staffing Report
 - 2. Benefit Renewal Results/Update (Lisa Blickley)

- C. Financial Report (to follow) Karen Yeselavage

V. Consent Items

- A. Approval of Minutes from the November 15, 2023 Board Meeting
- B. Approval of Staffing Report
- C. Approval of Expansion of Edmentum Contract Andy Gribbin
- D. Approval of Contract Renewal with Nearpod Andy Gribbin

Presenter

- E.** Approval of additions to the Student Handbook – Services for Special Populations section Gregory McCurdy
- F.** Approval of Health and Safety plan Josh Hicks
- G.** Approval of Continued Contract with Reclamere Scott Shedd

VI. Action Items

- A.** Approval of MOU for Alaska Sealife Experience JD Smith
Alaska Sealife
 - a. This event is for students in grades K-8. Each grade band will have 1 session for 60 minutes, via Zoom. They will begin around springtime due to daylight hours and live animal activity in Alaska. Price includes kits and supplies for each experience.
 - b. Beaks, Bubbles & Burrows (K-3 grade students) \$190 for 1 student, + \$20 for each additional student
 - c. Eat or Be Eaten in Alaska (4-5 grade students) - \$190 for 1 student, + \$20 for each additional student
 - d. The Scoop on Poop (6-8 grade students) - \$220 for 1 student, + \$25 for each additional student

VII. Information Items

- A.** Government Affairs Update Brandie Karpew
- B.** Outreach Update Scott Stuccio
- C.** Special Education Update Gregory McCurdy

VIII. Strategic Planning

- A.** Approval of Subcommittee for School Facility Jane Swan

IX. Executive Session

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

X. Closing Items

- A.** Adjourn Meeting

Presenter

Adjournment and Confirmation of Next Meeting – Wednesday, January 17, 2023 at 9:00 a.m.

Coversheet

CEO's Report

Section: IV. Oral Reports
Item: A. CEO's Report
Purpose:
Submitted by:
Related Material: CEO's Board Report 12_7.pdf
Monthly Board Report December 2023.pdf



Reach Cyber Charter School

750 East Park Drive

Suite 204

Harrisburg, PA 17111

(717) 704-8437

reachcyber.org

To: Reach Board of Trustees

Fr: Jane Swan, CEO (Chief Executive Officer)

Re: Reaching our Potential

Date: December 7, 2023

Quarter two is well underway at Reach with the semester end right around the corner on January 25, 2024! There are many ways our Reach team is working toward carrying out the Reach vision and mission; to inspire and nurture future success while promoting academic growth and build curiosity through integrated STEM opportunities, K-12 personal instruction and career exploration!

The highlights from quarter one included the Pennsylvania Department of Education renewing the Reach Charter through school year 2029! Additionally, the team has successfully met nearly all the Comprehensive Support and Improvement goals for quarter one which include monitoring the following: ELA growth, Math growth, Effective Instruction, Student Behavior and Participation, Career Artifacts completion and Graduation monitoring.

Not only do we celebrate the accomplishments above, but we know many voices and talents make for amazing work! I have held four CEO staff advisory committee meetings with 80 staff members in attendance as an ongoing, monthly, opportunity to listen and share ideas and concerns. Federal programs held their Annual Parent Meeting, which included staff and administration, to review the Health and Safety plan required by Elementary and Secondary School Emergency Relief (ARP ESSER) and receive input. Administration held yet another meeting with families to review the implementation of Student Technology Reimbursement, Linewize and Qustodio, all of which were greatly received. High School held the ACT 158 pathways meeting for families to learn about requirements for pathways to graduation!

Reach is also engaged in several reviews and audits this year, including renewal for Cognia accreditation, Special Education Cyclical monitoring and the audit by the Pennsylvania Auditor General's office. There are many team members involved in these processes and we are confident in the work being accomplished. Most requirements will be finished by the end of June.



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New technologies including the Wacom tablets and Rise gardens continue to be deployed to students. Families are reporting excitement as they engage!

Finally, STEM camps, family events, and Literacy nights continue to encourage innovation and curiosity for our families! These endeavors, and most importantly the continued individualized instruction and attention by all of our Reach team helps us to inspire and nurture growth and success for our learners!



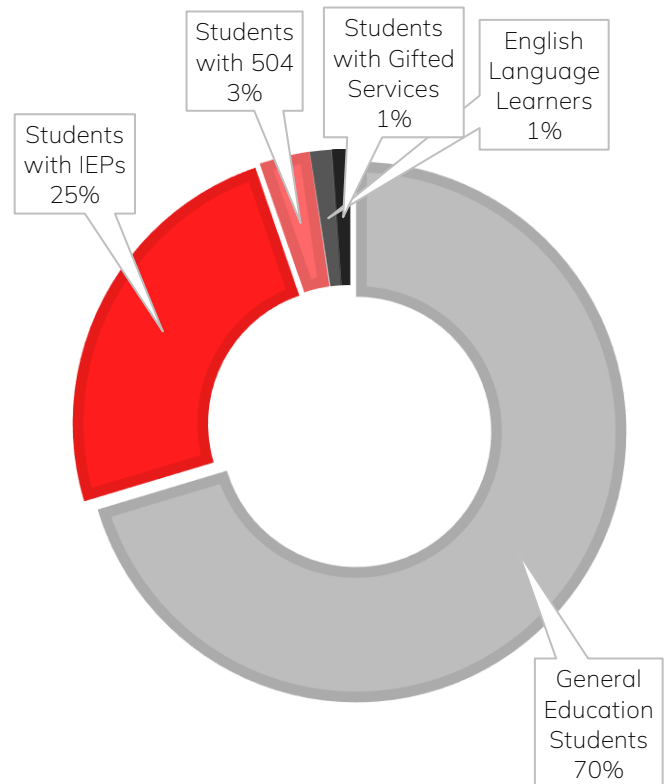
School Data Update

DECEMBER 2023

CURRENTLY ENROLLED	HIGHEST YTD ENROLLMENT
6283 ↑	6335
Students in the Application Process	599
Students Enrolled in the Past 14 Days	75
Students Withdrawn in the Past 7 Days	75
New Applications in the Past 14 Days	122

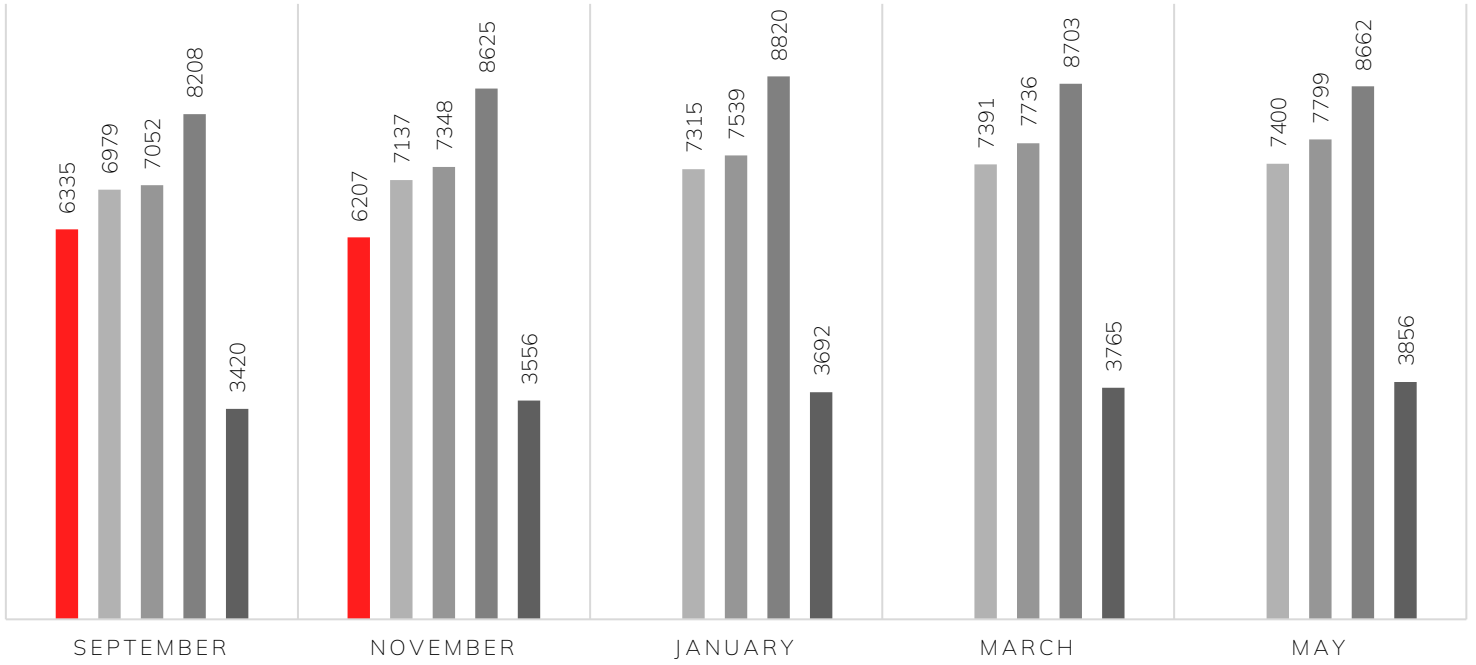
STUDENT DEMOGRAPHICS	POPULATION
White	51%
Black or African American	24%
Hispanic	15%
Two or More Races	8%
Asian	1%
Am. Indian/Alaskan Native	.5%
Native Hawaiian/ Other Pac. Islander	.5%

SPECIALIZED INSTRUCTION

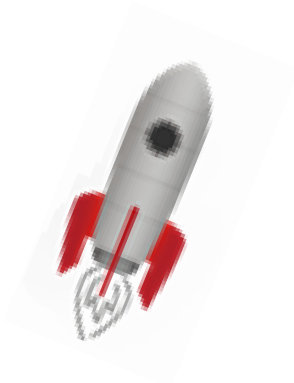
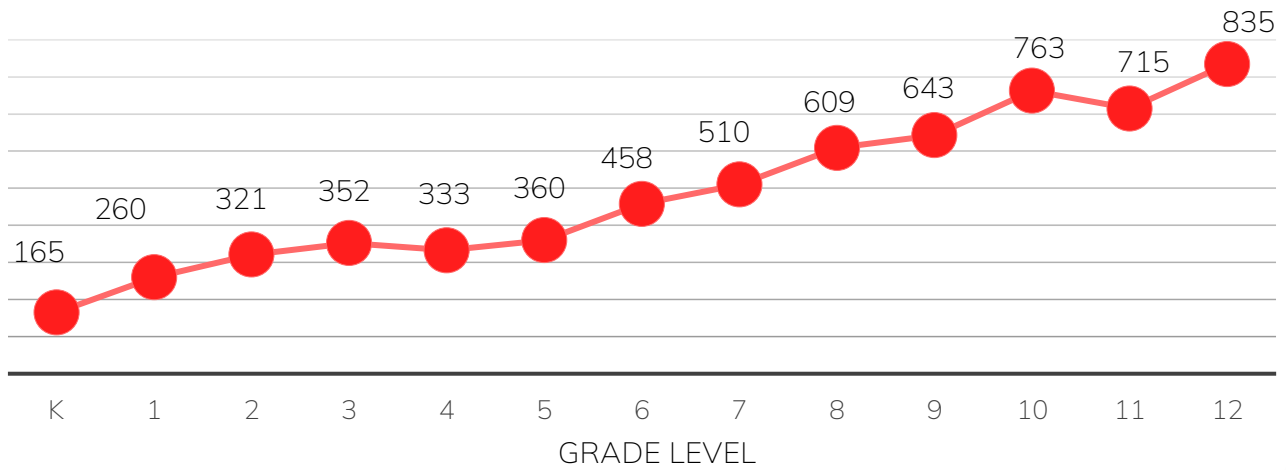


5 YEAR ENROLLMENT TRENDS

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



CURRENT STUDENT ENROLLMENT BY GRADE LEVEL



Coversheet

Human Resources Update

Section: IV. Oral Reports
Item: B. Human Resources Update
Purpose:
Submitted by:
Related Material: Board Staffing Report-December 2023.pdf
2024 OE Summary - Board (1).pdf

REACH Staffing Report December 2023

23-24 School Year Budgeted Staff = 919

	Current Staff	Hires SYTD	Departures SYTD
10-month Staff	713 (667)	88 (65)	30 (25)
12-month Staff	143 (126)	13 (21)	5 (3)
Grand Total	856 (793)	101 (86)	32 (28)

New Hires

First Name	Last Name	Job Title	Compensation	Start Date
Amy	Kennedy	Interventionist – Math	\$62,500	11/21/2023
Jennifer	Blasko	Interventionist – Math	\$58,500	11/28/2023
Danielle	Golden	Teacher- Special Education (HS)	\$60,000	12/5/2023
Breanna	Enright	Substitute Teacher – Special Education	\$50,000	1/9/2024
Aaron	Gentry	Substitute Teacher – Special Education	\$50,000	1/9/2024
Lorie	Feistl	Teacher- Special Education (HS)	\$58,750	1/9/2024
Tara	Donahue	Teacher- Special Education (HS)	\$59,000	1/16/2024
Kimberly	Cuppert	Teacher- Career Readiness	\$58,250	1/23/2024
Katherine	Brady	Teacher – Middle School	\$55,000	1/23/2024
Brianna	Runk	Teacher- Special Education (HS)	\$58,750	1/23/2024
Jessica	Scott	Teacher- Special Education (HS)	\$62,500	1/26/2024

Position Changes

First Name	Last Name	Former Position	New Position	Compensation	Start Date
Katelyn	Carr	Teacher – Substitute (MS)	Teacher – Middle School	\$54,000	11/16/2023

REACH Staffing Report December 2023

23-24 School Year Budgeted Staff = 919

Departing Employees

First Name	Last Name	Job Title	Last Day Worked
Amy	Wooler	Teacher – Middle School	11/27/2023
Brian	Bingnear	Social Media Coordinator	11/28/2023

2024 Open Enrollment Summary

Renewal Enrollment 10/1/23	
Current Annual Cost	\$9,616,531
Est. Renewal Annual Cost	\$10,915,103
<i>Difference:</i>	\$1,298,572

VS.

Open Enrollment Elections	
Current Annual Cost	\$9,616,531
OE Elections Annual Cost	\$11,021,860
<i>Difference:</i>	\$1,405,329
CBC Loyalty Credit	\$200,000
<i>Net Difference:</i>	\$1,205,329

Workforce Benefit	Enrollment
QHDHP	172
PPO 1000	163
PPO 500	262
Total Medical	597
Declined Medical	250
Dental	623
Declined Dental	224
Vision	610
Declined Vision	237

VS.

Workforce Benefit	Enrollment
QHDHP	208
PPO 1000	166
PPO 500	231
Total Medical	605
Declined Medical	242
Dental	624
Declined Dental	223
Vision	619
Declined Vision	228

Changes Experienced
36 QHDHP
3 PPO 1000
-31 PPO 500
8 Medical
-8 Declined
1 Dental
-1 Declined
9 Vision
-9 Declined

CBC awarded a 200k loyalty credit, which offsets the 106k shift in enrollments and nets a 93k savings on the approved renewal

Experienced a positive long term cost-effective shift to the QHDHP, these members will not hit claims until after their deductible is met

Experienced a slight increase in medical enrollments, which generates additional annual expenditures

Overall, compared to the projected renewal with Reach absorbing 100% of the increase and moving to pay as you go, the open enrollment elections coupled with the loyalty credit will save approximately 93k. This does not account for new hires and mid year benefit changes.

Coversheet

Financial Report (to follow)

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

**Reach Cyber Charter School
Revenue and Expense Statement- Budget to Actual
2023-2024 Year to Date as of 11/30/23**

	Nov 2023	Fiscal YTD through 11/30/23	2023/2024 Approved Budget
Revenues:			
Function 6000- Local Sources	\$ 10,789,416	\$ 47,689,833	\$ 140,426,615
Function 7000- State Sources	\$ 41,102	\$ 41,102	\$ 147,500
Function 8000- Federal Sources	\$ 2,937,872	\$ 5,083,935	\$ 15,543,798
TOTAL REVENUES	\$ 13,768,389	\$ 52,814,870	\$ 156,117,913
Expenditures:			
Function 1000- Instructional Programs			
100- Salaries	\$ 2,848,604	\$ 9,926,256	\$ 40,705,453
200- Employee Benefits	\$ 769,284	\$ 3,183,463	\$ 12,069,167
300- Purchased Professional and Tech Svcs	\$ 350,051	\$ 885,236	\$ 7,536,000
400- Purchased Property Services	\$ -	\$ 85,622	\$ 315,000
500- Other Purchased Services	\$ 147,658	\$ 1,405,623	\$ 6,233,000
600- Supplies	\$ 141,503	\$ 5,012,253	\$ 10,359,000
700- Property	\$ -	\$ -	\$ 55,000
800- Dues, Fees, Other	\$ 315	\$ 2,558	\$ 1,500
Subtotal 1000- Instructional Programs	\$ 4,257,416	\$ 20,501,009	\$ 77,274,120
Function 2000- Support Services			
100- Salaries	\$ 1,468,718	\$ 7,140,173	\$ 23,241,101
200- Employee Benefits	\$ 422,801	\$ 2,166,794	\$ 6,890,986
300- Purchased Professional and Tech Svcs	\$ 106,392	\$ 1,448,431	\$ 1,876,375
400- Purchased Property Services	\$ 44,532	\$ 185,218	\$ 867,994
500- Other Purchased Services	\$ 380,794	\$ 2,385,928	\$ 2,924,614
600- Supplies	\$ 289,055	\$ 677,801	\$ 2,900,250
700- Property	\$ 347,421	\$ 1,532,257	\$ -
800- Dues, Fees, Other	\$ 15,539	\$ 137,502	\$ 143,125
Subtotal 2000- Support Services	\$ 3,075,253	\$ 15,674,105	\$ 38,844,445
Function 3000- Non Instructional/ Community Services			
100- Salaries	\$ 456,581	\$ 536,970	\$ 5,907,466
200- Employee Benefits	\$ 113,178	\$ 136,393	\$ 1,751,564
300- Purchased Professional and Tech Svcs	\$ -	\$ 1,500	\$ 45,000
400- Purchased Property Services	\$ 12,176	\$ 21,711	\$ 186,000
500- Other Purchased Services	\$ 87,318	\$ 112,582	\$ 42,500
600- Supplies	\$ 102,337	\$ 225,557	\$ 4,699,000
800- Dues, Fees, Other	\$ 14,022	\$ 37,265	\$ 265,000
Subtotal 3000- Non Instructional/ Community Services	\$ 785,612	\$ 1,071,978	\$ 12,896,530
TOTAL EXPENDITURES	\$ 8,118,281	\$ 37,247,091	\$ 129,015,095
NET INCREASE/ (DECREASE)	\$ 5,650,109	\$ 15,567,779	\$ 27,102,818
Beginning Fund Balance (unaudited)		\$ 68,359,309	
ENDING FUND BALANCE		\$ 83,927,088	

Reach Cyber Charter School
Year to Date Expenses- 11/30/23 vs. 11/30/22

	Year to date 11/30/23	Year to date 11/30/22	Change from Prior Year
Revenues:			
Function 6000- Local Sources	\$ 47,689,833	\$ 47,219,346	\$ 470,487
Function 7000- State Sources	\$ 41,102	\$ 5,668	\$ 35,434
Function 8000- Federal Sources	\$ 5,083,935	\$ 5,208,415	\$ (124,480)
TOTAL REVENUES	\$ 52,814,870	\$ 52,433,429	\$ 381,441
Expenditures:			
Function 1000- Instructional Programs			
100- Salaries	\$ 9,926,256	\$ 8,904,510	\$ 1,021,746
200- Employee Benefits	\$ 3,183,463	\$ 2,974,421	\$ 209,041
300- Purchased Professional and Tech Svcs	\$ 885,236	\$ 1,455,052	\$ (569,816)
300- Purchased Professional and Tech Svcs (Pearson Fees)	\$ -	\$ 9,883,308	\$ (9,883,308)
400- Purchased Property Services	\$ 85,622	\$ 54,188	\$ 31,434
500- Other Purchased Services	\$ 1,405,623	\$ 509,178	\$ 896,445
600- Supplies	\$ 5,012,253	\$ 366,640	\$ 4,645,613
600- Supplies (Pearson Fees)	\$ -	\$ 988,120	\$ (988,120)
700- Property	\$ -	\$ 254,394	\$ (254,394)
800- Dues, Fees, Other	\$ 2,558	\$ 2,021	\$ 537
Subtotal 1000- Instructional Programs	\$ 20,501,009	\$ 25,391,832	\$ (4,890,824)
Function 2000- Support Services			
100- Salaries	\$ 7,140,173	\$ 5,669,784	\$ 1,470,389
200- Employee Benefits	\$ 2,166,794	\$ 1,914,346	\$ 252,448
300- Purchased Professional and Tech Svcs	\$ 1,448,431	\$ 695,539	\$ 752,892
300- Purchased Professional and Tech Svcs (Pearson Fees)	\$ -	\$ 523,361	\$ (523,361)
400- Purchased Property Services	\$ 185,218	\$ 435,468	\$ (250,250)
400- Purchased Property Services (Pearson Fees)	\$ -	\$ 10,416	\$ (10,416)
500- Other Purchased Services	\$ 2,385,928	\$ 285,112	\$ 2,100,816
600- Supplies	\$ 677,801	\$ 675,697	\$ 2,104
700- Property	\$ 1,532,257	\$ 10,277,959	\$ (8,745,702)
800- Dues, Fees, Other	\$ 137,502	\$ 86,051	\$ 51,451
Subtotal 2000- Support Services	\$ 15,674,105	\$ 20,573,733	\$ (4,899,628)
Function 3000- Non Instructional/ Community Services			
100- Salaries	\$ 536,970	\$ 601,045	\$ (64,075)
200- Employee Benefits	\$ 136,393	\$ 150,043	\$ (13,650)
300- Purchased Professional and Tech Svcs	\$ 1,500	\$ 233	\$ 1,267
400- Purchased Property Services	\$ 21,711	\$ 8,894	\$ 12,817
500- Other Purchased Services	\$ 112,582	\$ 12,414	\$ 100,168
600- Supplies	\$ 225,557	\$ 1,111,159	\$ (885,603)
800- Dues, Fees, Other	\$ 37,265	\$ 71,705	\$ (34,440)
Subtotal 3000- Non Instructional/ Community Services	\$ 1,071,978	\$ 1,955,493	\$ (883,516)
Total Expenditures	\$ 37,247,091	\$ 47,921,058	\$ (10,673,967)
Less: Pearson Fees	\$ -	\$ (11,405,205)	\$ 11,405,205
TOTAL EXPENDITURES NET OF PEARSON FEES	\$ 37,247,091	\$ 36,515,853	\$ 731,238

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

Date	Payee	Document no.	Amount	Description
11/1/2023	V1055--VERIS Benefits Consortium, LLC		817,986.70	Health Insurance
11/2/2023	V0874--Barbizon School of Harrisburg, LLC	4312	22,330.00	14 students for classes/internship
11/3/2023	V0773--Logistics Plus, Inc.	31312730001002	155,568.80	Materials storage, order processing, shipping
11/6/2023	V0773--Logistics Plus, Inc.	31312730001007	60,000.00	Materials storage, order processing, shipping
11/7/2023	V0897--GDC IT Solutions	4315	87,200.00	Level 1 Service Desk Support, Direct Hire Fees for 3 staff
11/9/2023	V0048--Therapy Source, Inc	31312730001011	29,963.40	September 2023 Related Services
11/14/2023	V1195--Soliant Health, LLC	31312730001013	25,280.00	Special Education Contracted Instruction
11/15/2023	V1058--Accelerate Education Incorporated	4330	22,400.00	70 School Supply Kits
11/21/2023	V1217--AXIS Teletherapy LLC	4333	58,680.00	September 2023 Mental Health Counseling
11/22/2023	V0887--Oyster, Inc	31312730001022	40,928.94	Career Kits- Game Designer, Electrical Engineer
11/22/2023	V0897--GDC IT Solutions	4342	42,500.00	Level 1 Service Desk Support
11/28/2023	V1257--Target Store B2B	31312730001027	85,758.00	Reach Reindeer Gift Cards
11/29/2023	V0426--New York Life	31312730001030	22,618.86	November Employee Life Insurance
11/29/2023	V0078--Union Deposit Corporation	31312730001028	42,058.25	Monthly Building Rent
11/29/2023	V1232--North Lane Technologies, Inc	31312730001031	100,000.00	Prefund Account for STR Reimbursements
11/30/2023	V0640--Whitaker Center for Science and the	4348	20,000.00	7/1/23-6/30/24 Partnership Agreement
11/30/2023	V0418--Benefits Wallet HSA	EFT	20,176.57	Health Savings Account

Reach Cyber Charter School

Balance Sheet

November 30, 2023

ASSETS

Cash and Short Term Investments:

Cash and Money Market Funds	\$	17,558,794
Mutual Funds	\$	2,013,274
Other Cash Equivalents	\$	3,466,330
Fixed Income Treasury Bonds	\$	38,585,350

Total Cash and Short Term Investments **\$ 61,623,748**

Other Current Assets:

Local District Receivables	\$	13,384,571
Federal and State Program Receivables	\$	25,516
Allowance for Doubtful Accounts	\$	(2,806)
Prepaid Expenses	\$	1,790,062

Total Other Current Assets **\$ 15,197,343**

Other Non-current Assets:

Security Deposit	\$	8,917
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Total Other Non-current Assets **\$ 8,917**

Fixed Assets:

Furniture	\$	110,719
Computer Hardware	\$	11,770,054
Leasehold Improvements	\$	178,090
Equipment	\$	1,003,233
Right to Use- Building Lease	\$	549,076
Accum Depr: Furniture	\$	(91,793)
Accum Depr: Computer Hardware	\$	(3,399,297)
Accum Depr: Leasehold Improvements	\$	(80,895)
Accum Depr: Equipment	\$	(198,046)
Accum Depr: Right to Use Building	\$	(470,637)

Net Fixed Assets **\$ 9,370,504**

Total Assets **\$ 86,200,512**

LIABILITIES

Current Liabilities:

Accounts Payable	\$	624,073
Accrued Payroll, Taxes, Pension, Withholdings	\$	308,604
Due to Local Districts	\$	1,102,244
Operating Lease Liability- Short Term	\$	79,922
Other Current Liabilities	\$	1,618

Total Current Liabilities **\$ 2,116,461**

Non-Current Liabilities:

Other Non-Current Liabilities	\$	156,963
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Total Liabilities **\$ 2,273,424**

FUND BALANCE

Invested in Capital	\$	9,370,504
Reserved Fund Balance	\$	53,979,456
Undesignated Fund Balance	\$	20,577,128

Ending Fund Balance **\$ 83,927,088**

Total Liabilities and Fund Balance **\$ 86,200,512**

Coversheet

Approval of Minutes from the November 15, 2023 Board Meeting

Section: V. Consent Items
Item: A. Approval of Minutes from the November 15, 2023 Board Meeting
Purpose:
Submitted by:
Related Material: 2023_11_15_board_meeting_minutes.pdf



Reach Cyber Charter School Board of Trustees

Minutes

Reach Cyber Charter School

Board Meeting

Date and Time

Wednesday November 15, 2023 at 9:00 AM

Location

Meeting Location:

750 East Park Drive, Suite 204

Harrisburg, PA 17111

Trustees Present

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

Trustees Absent

Paul Donecker

Trustees who left before the meeting adjourned

Leigh Kraemer-Naser

Guests Present

Alicia Swope, Amanda Brudowsky (remote), Andy Gribbin, April Kretchman (remote), Brandie Karpew, Christin Sankey (remote), Cody Smith, Dan Daley (remote), Danielle Marsicano (remote), Doug Meidel (remote), Ellen Min, Gregory McCurdy, JD Smith, Jane Swan, Jessica Rice (remote), Josh Hicks (remote), Karen Yeselavage, Katherine Rutkowski (remote), LeeAnn

Ritchie, Lisa Blickley (remote), Maurine Hockenberry (remote), Michael Garman, Michael Hinshaw (remote), Rachel Graver, Scott Shedd, Scott Stuccio, Stephanie Lane

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 Nov 15, 2023 at 9:00 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. Two additional items were added to the agenda.

- A proposal to reserve a certain amount of fund balance
- An executive session at the end of the meeting

Marcella Arline made a motion to approve the amended agenda.

Anthony Alexander seconded the motion.

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

IV. Oral Reports

A. CEO's Report

Mrs. Swan reviewed the current enrollment numbers for the school noting trends in enrollment. Current enrollment stands at 6,207 students with the highest concentration of students coming from the Southeast portion of the state.

B. Human Resources Update

Staffing Report: Michael Garman, Director of Human Resources, reviewed current staffing levels with the Board highlighting the authorized complement of 919 positions and the 861 current staff members of which 83% are 10-month staff.

There are 12 new hires scheduled to start by January 2024.

C. Financial Report (to follow)

Karen Yeselavage, Director of Finance, reviewed the school's financial statements with the Board. She reviewed the revenue and expense statements, advising on changes since the previous months' statements. Ms. Yeselavage further reviewed with the Board the school's balance sheet and current forecast.

During this time, Ms. Yeslevage shared a proposal to place \$22 million in budgetary reserves. These funds would be reserved for a future buliding purchase and for STEM and Career Readiness programs.

D. Holiday Outreach Update

Rachel Graver, COO, presented this item to the Board. Mrs. Graver shared the plans for the school community outreach for this upcoming holiday season.

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 October 18, 2023, Board Meeting
- Approval of Staffing Report
- Approval of Statement of Work for Employee Pulse Survey Delivery Services

Gail Hawkins Bush made a motion to approve the consent items and the minutes from Reach Cyber Charter School on 10-18-23.

Marcella Arline seconded the motion.

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

VI. Action Items

A. Approval of Reach Ambassador Program

The Outreach team including Scott Stuccio, Director of Outreach, Doug Miedel, Manager of External Outreach, Christin Sankey, Manager of School Outreach, and Jessica Rice, Supervisor of Social Media, shared details of a proposal to create the Reach Ambassador Program. This program will be designed to reward our families for helping to increase our school's enrollment.

The Ambassador Program will:

- Refer prospective families for enrollment
- Utilize enrolled Learning Coaches to promote upcoming Virtual Information Sessions
- Provide resources and answer questions for prospective families to have questions answered
- Attend Outreach tabling events as a spokesperson for the organization
- Connect with other Learning Coaches for networking and build community

Marcella Arline made a motion to approve the creation of the Reach Ambassador Program.

Gail Hawkins Bush seconded the motion.

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

B. Approval of Agreement with Salesforce and Elevation

The Outreach Team proposed a series of agreements to engage Salesforce as our customer relationship management system for the purpose of lead tracking and marketing.

Matthew Ryan made a motion to approve the agreement with Salesforce and Elevation.

Anthony Alexander seconded the motion.

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

C. Approval of Agreement with UFLI

Katherine Rutkowski, Director of MLTSS, proposed an agreement with UFLI (University of Florida Literacy Institute) Foundations. UFLI is an explicit and systematic program that teaches students the foundational skills necessary for proficient reading. The program will be utilized in the elementary school to supplement the Canvas curriculum.

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

Matthew Ryan seconded the motion.

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

D. Assignment of a Board Designee

A designee from the Board was requested to work with our state testing team to review and approve an agreement for computer-based state testing needs, including hardware, set-up, internet access, site survey, and equipment delivery.

Marcella Arline recommended Matt Ryan as the designee.

Matthew Ryan made a motion to approve a board designee to approve the necessary agreements.

Marcella Arline seconded the motion.

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

E.

Approval of MOU with ArtQuest

JD Smith, Director of Career Readiness, proposed a MOU with ArtsQuest's Education & Outreach Program..

The ArtSmart Outreach includes:

- 8 week virtual art program: Visual arts program courses include ceramics, painting, drawing, photography, mosaics, printmaking, and fiber arts. Other program disciplines include music, poetry, and literacy.
- Kit provided with art materials
- Cost: \$706 for entire program, plus shipping for kits – minimum 10 students

Anthony Alexander made a motion to approve the MOU with ArtsQuest.

Marcella Arline seconded the motion.

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

F. Approval of Agreement with Bitsight

Scott Shedd proposed an agreement with Bitsight, an external attack surface management (EASM) solution providing full visibility into the attack surface so Reach can understand where exposure exists today and monitor for the future.

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

Matthew Ryan seconded the motion.

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

G. Approval of Agreement with Huntington Learning Centers

Josh Hicks, Manager of Federal Programs, proposed a virtual tutoring program aimed at enhancing the academic performance of students at Reach Cyber Charter School for the remainder of the 2023-24 school year.

Marcella Arline made a motion to approve the agreement with Huntington Learning Centers.

Matthew Ryan seconded the motion.

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

H. Approval of additional fund balance to be placed in reserve

Karen Yeselavage, Director of Finance, requested a total proposed reservation of fund balance of \$22 Million.

- 1) \$20 million- 2 years of staff salaries and benefits for positions currently funded with ARP ESSER federal funding; this federal program will end 9/30/24
- 2) \$1 million- Career Readiness initiatives
- 3) \$1 million- Future building purchase

Marcella Arline made a motion to approve the requested reservation of fund balance.

Matthew Ryan seconded the motion.

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

VII. Information Items

A. DEI Council Update

Ellen Min, Manager of Organizational Effectiveness & Belonging, provided an update on the diversity, equity, and inclusion efforts of our DEI Council.

The update included:

- A look at the DEI Council History
- An introduction to the DEI Council Members
- 2020-2023 Accomplishment Highlights
- 2023-2024 DEI Council Goals

B. Quarterly CSI Update

Dr. Kelley McConnell provided a quarterly update on progress made on Reach's Charter School Improvement Plan.

C. Government Affairs Update

Brandie Karpew, Board and Legislative Liaison, shared an update on recent government affairs, specifically highlighting the recent Basic Education Funding Commission hearings, legislator visits to our school, and David Taylor's role as speaker at the upcoming National School Choice Week rally in January.

Leigh Kraemer-Naser left at 9:59 AM.

VIII. Executive Session

A. Executive Session

The Board entered into an Executive Session at 10:16 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, Marcella Arline, Matt

Ryan, Gail Hawkins Bush, and Anthony Alexander.

Guests present at the request of the Board were: Jane Swan, Mike Garman, Pat Hennessey, and Chris Barrett. All others left the meeting at this time.

No action was taken during Executive Session.

There being no further discussion and upon a motion being made, seconded and confirmed via roll call vote of all Board members present, the Board resumed open Session at 10:42 a.m.

IX. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:42 AM.

Respectfully Submitted,
Brandie Karpew

Coversheet

Approval of Expansion of Edmentum Contract

Section: V. Consent Items
Item: C. Approval of Expansion of Edmentum Contract
Purpose:
Submitted by:
Related Material: Q-585435 - 11_30_2023 Apex Courses add-on with overage.pdf



Date: 11/30/2023
 Order Number: Q-585435
 Revision: 1
 Order Form Expiration Date: 12/04/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 489821
 Customer Name: Reach Cyber Charter School
 Billing Address: 750 E Park Dr Ste 204
 Harrisburg, PA 17111-2758

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Apex Learning Courses: Unlimited enrollment subscription	250	11/20/2023	06/30/2024	7

Subtotal: \$15,000.00

Total US Funds: \$15,000.00

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the earliest of the License Start Dates applicable to the products listed above

To the extent the products listed above include "EdOptions Academy" and "ALVS" enrollment products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the products table of this Order Form above, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

Order Notes

During the remainder of the License Term, Customer may periodically opt to enroll additional unique student Users ("Enrolled Students") in Apex Learning Courses: Unlimited enrollment per student subscription in excess of the purchased quantity (3,500 with the execution of this purchase). The total purchased quantity is the minimum number of Enrolled Students ("Minimum Commitment") billed for the License Term. Customer's actual Enrolled Student count will be assessed on the first day of each month during the License Term ("Usage True-Up"). Upon each Usage True-Up, if the actual Enrolled Student count exceeds the Minimum Commitment, the actual Enrolled Student count will become the adjusted Minimum Commitment for the subsequent month of the License Term. Customer understands and agrees that any change in the Minimum Commitment will occur immediately upon Usage True-Up and without prior notice. Customer will be made aware of the change in the subsequent monthly invoice, which invoice will be based on price per each Enrolled Student in excess of the Minimum Commitment (\$60 per Enrolled Student for the remainder of the current term through June 30, 2024.)

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 11/30/2023
Order Number: Q-585435
Revision: 1
Order Form Expiration Date: 12/04/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name:

Last Name:

Email Address:

Customer Signature

Name (Printed or Typed)

Title

Date

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 11/30/2023
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Coversheet

Approval of Contract Renewal with Nearpod

Section: V. Consent Items
Item: D. Approval of Contract Renewal with Nearpod
Purpose:
Submitted by:
Related Material: Sales Order-Reach Cyber Charter School;2023-2027 _ 11_30_2023.pdf



Sales Order For:		Contact Information:	
Account	Reach Cyber Charter School	Company Name	Nearpod Inc.
Address	750 East Park Drive, Suite 204 Harrisburg, Pennsylvania 17111 UNITED STATES	Address	1855 Griffin Road A-290 Dania Beach, FL 33004
Contact	Andy Gribbin	Nearpod Contact	Ben Webster benjamin.webster@nearpod.com
		Company Phone	305-677-5030
Service Start:	12/31/2023	Please Note: If you are a <i>Tax-Exempt Customer</i> , please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.	
Service End:	06/30/2027		
Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.			

PRODUCTS

Product	Quantity	Total
Nearpod Premium Plus - District		\$167,105.00
Online Training	6 - Trainings	\$2,700.00
	Total	(USD) \$169,805.00

Product Description Detail

Nearpod Premium Plus - District

Nearpod Premium Plus - District:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Online Training

Online Training:

Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Terms

This Sales Order is valid until: 12/15/2023

Service will run from 12/31/2023 until 06/30/2027, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$169,805.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order Information (REQUIRED):

Yes [] – Please provide PO number below

No []

PO Number: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nearpod Inc.	
	2 Business name/disregarded entity name, if different from above _____	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 1855 Griffin Road, A290	Requester's name and address (optional)
	6 City, state, and ZIP code Dania Beach, Florida 33004	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:20px; height: 20px;">4</td> <td style="width:20px; height: 20px;">6</td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;">0</td> <td style="width:20px; height: 20px;">9</td> <td style="width:20px; height: 20px;">9</td> <td style="width:20px; height: 20px;">3</td> <td style="width:20px; height: 20px;">6</td> <td style="width:20px; height: 20px;">7</td> <td style="width:20px; height: 20px;">9</td> <td style="width:20px; height: 20px;"></td> </tr> </table>	Social security number																					OR										Employer identification number										4	6		0	9	9	3	6	7	9	
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
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Sign Here	Signature of U.S. person ▶ <i>Severine Vieux</i>	Date ▶ 01 / 10 / 2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Coversheet

Approval of additions to the Student Handbook – Services for Special Populations section

Section: V. Consent Items
Item: E. Approval of additions to the Student Handbook – Services for Special Populations section
Purpose:
Submitted by:
Related Material: Special Education Updates.pdf

7 Services for Special Populations

Multidisciplinary Evaluation

When screening indicates a student may be a child with a disability, the school district will seek parental consent to conduct an evaluation. "Evaluation" means procedures used to determine whether a child has a disability and the nature and extent of the special education and related services the child needs. The term means procedures used selectively with an individual child and does not mean basic tests administered to, or procedures used with, all children.

In Pennsylvania, this evaluation is called a multidisciplinary evaluation (MDE). It is conducted by a multidisciplinary team (MDT), which must include at least a school psychologist, a teacher, and the parents. The MDE process must be conducted in accordance with specific timelines and use protection-in-evaluation procedures. For example, tests and procedures used as part of the multidisciplinary evaluation may not be racially or culturally biased.

The MDE process results in a written evaluation called an Evaluation Report (ER). This report makes recommendations about a student's eligibility for special education based on the presence of a disability or mental giftedness and the need for specially designed instruction. The evaluation report also makes recommendations for educational programming, regardless of whether the team recommends that the student is exceptional. Once parental consent for evaluation is obtained, the school district has timelines and procedures specified by law, which it must follow.

Parents who think their child is a child with a disability or an exceptional child may request, at any time, that the school district conduct a multidisciplinary evaluation. This request should be made in writing to the Director of Special Education, Principal or Assistant Principal. If a parent makes a verbal request for a multidisciplinary evaluation, the school district shall provide the parent with a form for that purpose.

Procedural Safeguards/Parent Rights:

Procedural Safeguards The rights of parents and students are protected by procedural safeguards. These safeguards include the following:

- Parent consent is always required prior to conducting an initial (for the first time) evaluation; initially placing a child with a disability in a special education program; and disclosing to unauthorized persons personally identifiable information. Parent consent may be revoked at any time.
- Generally, the school district must notify parents in writing whenever it wants to begin, change, or discontinue special education and related services. Along with this notification, the school district will provide parents with a comprehensive, written description of their rights. Specifically, parents must be notified in writing if the school district proposes or refuses to: conduct an evaluation or reevaluation or initiate or change the identification or placement of a student. Also, parents must be notified in writing if the school district refuses to provide an independent educational evaluation at public expense or make changes to an IEP requested by parents.
- Parents who disagree with such actions proposed or refused by the school district have the right to request a hearing by an impartial third party using a procedure called due process. School districts also have the right to initiate due process in certain situations. During a due process procedure, a student must remain in the last agreed upon educational placement (a status called pendency). Due process procedures are governed by timelines and procedures in Pennsylvania law.

- Due process usually begins with a pre-hearing conference between the school district and the parents, although either party may waive the right to a prehearing conference. Throughout due process, parents may be represented by an attorney. If a pre-hearing conference does not resolve the dispute, the parent may request an impartial due process hearing with an independent hearing officer.
- Due process meetings are oral and personal hearings open to the public unless the parents request a closed hearing. The decision of the hearing officer shall include findings of fact, a discussion, and conclusions of law. The decision of the hearing officer may be appealed to a three-member panel of hearing officers. The panel's discussion may be appealed to the appropriate court.
- Pennsylvania law has also made mediation services available throughout the Commonwealth at Commonwealth expense. Mediation services help parents and agencies involved in a dispute over special education to attempt to reach a mutually agreeable settlement with the assistance of an impartial mediator. Mediation does not deny or delay a party's right to a due process hearing.
- Reach Cyber Charter School makes available, upon request, printed information regarding special education programs and services and parental due process rights. This printed information is available from each principal as well as the Director of Special Education.

Assistive Technology

As defined in federal law, assistive technology device means “any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of children with disabilities.” Assistive technology devices range from a simple switch for a child with particular physical limitations to a sophisticated augmentative communication (i.e., voice output) device for a child with severe speech impairment. Other examples of assistive technology include assistive listening devices and systems for children with hearing loss and screen reading software for children with visual, neurological, or cognitive impairments. A medical device that is surgically implanted, however, is not considered an assistive technology device. Assistive technology service means “any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.” Services include but are not limited to evaluation; purchase or lease of a device; designing, customizing, or adapting a device; maintaining, repairing, or replacing a device; coordinating or using therapies with a device; and training or technical assistance for the child, family, and professionals.

By virtue of these definitions, an exhaustive and/or specific list of what constitutes assistive technology devices and/or services is impossible to create. Students who are currently assigned devices who are in need or a replacement or repaired item or are in need of new hearing aid batteries may enter an online ticket through the service portal or may call Reach’s helpline at 1-888-860-9220 for immediate assistance.

Behavior Supports:

Reach Cyber Charter School uses positive, rather than negative, measures in responding to problematic behaviors. A student with a disability, who has behaviors that interfere with his/her learning or the learning of others, must have a positive behavior support plan. This plan must be developed by the student’s IEP team, based on a functional behavior assessment, and become part of the student’s IEP. The plan must utilize positive reinforcement and techniques to shape a student’s behavior, ranging from positive verbal statements to specific tangible rewards. Behavior support plans must include research-based practices that will increase the student’s opportunity for learning and increase replacement behaviors. When a behavioral intervention is needed, it should be the least intrusive necessary.

The LEA must notify the parent(s) of the use of a restraint and schedule an IEP team meeting within 10 school days of the use of the restraint in the educational program; an IEP team meeting invitation should be issued to the parent for that purpose. During the meeting, the IEP team shall consider the need for a new or revised functional behavioral assessment and positive behavior support plan, reevaluation, or a change of placement to address inappropriate behavior. LEAs should not be proposing that the parent(s) waive these meetings as a matter of course. The parent(s) may agree in writing to waive the IEP team meeting; however, the written notice provided by the LEA should not influence a parent's decision to waive the meeting.

Restraints may not be included in a student's IEP in lieu of a positive behavior support plan or for the convenience of staff or be employed as punishment. When an IEP team, including the parent(s), determines that it is necessary to include the use of restraints in an IEP, the types of physically restrictive procedures used should be fully explained and documented in the IEP or positive behavior support plan to enable informed consent by the parent(s). LEAs may not use restraints in the IEP as part of a pre-designed program for all students with disabilities. If the student's behavior is dangerous to himself or others, the IEP team develops a behavior plan that includes conditions as stated above. When restraints are included in the IEP and the parent(s) request training in the use of these restrictive procedures, the IEP must consider this request pursuant to related service requirements regarding parent training found under 34 CFR § 300.34. An LEA's refusal to provide the training must be documented on a Notice of Recommended Educational Placement (NOREP).

Functional Behavior Assessment

Functional Behavioral Assessment (FBA) is a process for identifying problem behaviors and developing interventions to improve or eliminate those behaviors. An FBA consists of information-gathering procedures that result in a hypothesis about the function(s) that the behavior is serving for the student. The process also results in the identification of environmental antecedents (what happened before the behavior occurred) and consequences (what happened after the behavior occurred) that are maintaining the behavior. The information gathered is used to develop an effective and efficient behavior plan.

An FBA is generally understood to be an individualized evaluation of a child in accordance with 34 CFR §300.301 through §300.311 to assist in determining whether the child is, or continues to be a child with a disability. The FBA process is frequently used to determine the nature and extent of the special education and related services that the child needs, including the need for a positive behavior support plan. As with other individualized evaluation procedures, and consistent with 34 CFR §300.300 (a) and (c), parental consent is required for an FBA to be conducted as part of the initial evaluation or a reevaluation.

Coversheet

Approval of Health and Safety plan

Section: V. Consent Items
Item: F. Approval of Health and Safety plan
Purpose:
Submitted by:
Related Material: Reach 2324ARP Health and Safety Plan_12_13_23.pdf

Health and Safety Plan Summary: Reach Cyber Charter School

Initial Effective Date: August 16, 2021

Date of Last Review: December 13, 2023

Date of Last Revision: December 13, 2023

Overview

Section 2001(j)(1) of the American Rescue Plan (ARP) Act requires each local education agency (LEA) that receives funding under the ARP Elementary and Secondary School Emergency Relief (ESSER) Fund to develop and make publicly available on the LEA's website a *Safe Return to In-Person Instruction and Continuity of Services Plan*, hereinafter referred to as a *Health and Safety Plan*.

1. How will the LEA, to the greatest extent practicable, support prevention and mitigation policies in line with the most up-to-date guidance from the CDC for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning?

Reach Cyber Charter School is a fulltime virtual charter school and therefore students are not attending in-person learning. For in-person events, parents and guardians will be required to screen their children for COVID-19 symptoms, including a temperature check, prior to sending them to in-person events. If the student presents any of the symptoms associated with COVID-19, they should not come to the event. Upon arrival at the event, personnel may take each student's temperature as well. Students with a temperature reading higher than 100.2 degrees will be required to put on a mask and will be immediately taken to a separate designated area. Parents or guardians will be required to promptly pick up any student with a temperature of 100.2 degrees or other COVID-19 symptoms.

All faculty and staff will complete self-screening for COVID-19 symptoms each day before entering the school facility. The school may require further screening of employees at any time based on current state and federal guidelines. Employees exhibiting symptoms will be separated from others and sent home.

2. How will the LEA ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services?

Instruction/Academic Needs

The school will prioritize social emotional learning for all students in addition to academic recovery and acceleration. Strategies include high quality professional development for staff, increased use of assessment data to guide instruction, research-based core instruction, and tiered systems of support for interventions.

School Meals

As a virtual charter school, the school does not serve meals.

Transportation

Since the school is a fulltime virtual charter school, students are not required to attend in-person and therefore transportation needs are limited. Should transportation be necessary (e.g., to required state testing, field trips, etc.) the school will work with the families and communities, following appropriate federal and state guidance to provide safe, economic, and efficient transportation.

Sanitation

The school will continue safety and sanitation protocols throughout the school office building(s) for 2023-2024 and will follow appropriate federal and state guidance regarding school sanitation.

Support Staff

The school will continue to work with appropriate community agencies and organizations to improve services and support for families and students. Counselors, social workers, mental health and other specialized staff will be available to support our students. Evidence-based interventions will be implemented to ensure equitable access to high quality instruction and social emotional services for all students to maximize recovery from COVID related isolation.

Technology

Families enrolled at the school are provided with one laptop computer per student with appropriate hardware and software for accessing the educational program. Any computer equipment supplied by the school is on loan during the enrollment and must be returned upon withdrawal or graduation. Families are also provided one printer per household. Please refer to the school handbook for additional details.

Households 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 is paid out monthly in the amount of \$50.00 a month (prorated based on enrollment). If a family lives in an area that receives limited or poor internet connections or needs assistance in arranging internet service, they should contact the school. Please refer to the school handbook for additional details.

The school offers comprehensive technical support and usage information for systems provided.

3. Use the table below to explain how the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC.

ARP ESSER Requirement	Strategies, Policies, and Procedures
a. Universal and correct wearing of masks ;	The school will take into consideration the guidance provided by the county and state and will follow any executive orders for use of masks at in-person events and/or the office building.
b. Modifying facilities to allow for physical distancing (e.g., use of cohorts/podding);	As a virtual school, students are not required to attend in-person classes. When there are events with students and families, the school will take into consideration social distancing guidelines provided by the county and state and will follow any executive orders, including spacing and/or attendance caps.
c. Handwashing and respiratory etiquette ;	Employees should still practice proper hand hygiene and maintain and clean their workspace regularly. The school will ensure adequate supplies are available to support healthy hygiene behaviors, including soap, a

	<p>way to dry hands, tissues, hand sanitizer, face masks (as feasible), and no-touch/foot-pedal trash cans.</p>
<p>d. Cleaning and maintaining healthy facilities, including improving ventilation;</p>	<p>The school will maintain a regular schedule for cleaning the school office building and will ensure proper ventilation per appropriate guidelines.</p> <p>The school will regularly clean high touch surfaces and objects (e.g., door handles, sink handles, toilets, drinking fountains) within the school at least daily.</p> <p>The school will improve ventilation to the extent possible to increase circulation of outdoor air, increase delivery of clean air, and dilute potential contaminants, including ensuring HVAC settings are maximizing ventilation and improving the level of filtration in the office building.</p>
<p>e. Contact tracing in combination with isolation and quarantine, in collaboration with the State and local health departments;</p>	<p>Since students enrolled at the school are not attending in a school building, students do NOT need to report that they are positive or have been exposed to COVID-19. In the case of Student/Family events:</p> <p>If a student or family member is sick and/or has COVID like symptoms, please stay home/do not attend events and contact the school for further guidance.</p> <p>Students participating in in-person events will report a positive COVID-19 case OR exposure to a positive person by contacting the school.</p> <p>Employees who work at the school building should report a positive COVID-19 test or exposure to your principal and/or your school’s contact tracer.</p> <p>If someone in your household has COVID like symptoms and/or has received a positive COVID-19 test, please DO NOT report to work. Likewise, do not report to work if you or someone in your household is waiting for COVID test results.</p> <p>If an attendee at a school event or a staff person in the office tests positive for COVID-19, that person should alert the contact tracer who will obtain a list of close contacts and inform all staff, parents/guardians/caregivers of close contacts of possible exposure. The contact tracer will work with local health officials to assess spread and support follow up with students, staff, parents and guardians of those who had contact. Those close contacts are advised to remain at home (quarantine for 14 days or current CDC recommendation) and to consult with a healthcare</p>

	<p>provider for evaluation and possible COVID-19 test.</p> <p>The school will follow CDC guidelines when determining when staff can report back to the office building following an exposure or positive test result.</p>
<p>f. Diagnostic and screening testing;</p>	<p>The school will offer referrals to diagnostic testing to any student, teacher, or staff member who is exhibiting symptoms of COVID-19. If an employee or student is sick or exhibiting COVID like symptom, they should stay home and talk to a healthcare provider about getting a COVID-19 test. If an attendee at a school event or a staff person in the office receives a positive test result, that person should alert the contact tracer who will obtain a list of close contacts and inform all staff, parents/guardians/caregivers of close contacts of possible exposure. The contact tracer will work with local health officials to assess spread and support follow up with students, staff, parents and guardians of those who had contact.</p>
<p>g. Efforts to provide vaccinations to school communities;</p>	<p>The school will work with local health departments to support messaging and outreach about vaccinations for members of the school community. Outreach will be made available in a language that all family members of students can understand and in alternate formats as needed to facilitate effective communication for individuals with disabilities.</p>
<p>h. Appropriate accommodations for students with disabilities with respect to health and safety policies; and</p>	<p>The school will work closely with related services providers to consider prioritizing in-person services for students with disabilities.</p>
<p>i. Coordination with state and local health officials.</p>	<p>When feasible, the school will coordinate with state and local health officials to ensure staff, student, and family access to testing, vaccines, and other resources to prevent and mitigate the spread of COVID-19.</p>

For Questions Please Contact:

Jane Swan
 School Leader
 717-704-8437
jswan@reachcyber.org

Coversheet

Approval of Continued Contract with Reclamere

Section: V. Consent Items
Item: G. Approval of Continued Contract with Reclamere
Purpose:
Submitted by:
Related Material: Complete_with_DocuSign_Reach_Cyber_SRA_Endpo.pdf



RECLAMERE

THE CYBER SECURITY EXPERTS



**REACH CYBER
CHARTER
SCHOOL**

A Pennsylvania Connections Academy

Reach Cyber Charter School Security Services Agreement – Endpoint Protection

Scope of Work Pricing Terms and Conditions

Date Submitted: 11/29/2023

Prepared By: Joseph Harford and Randy Sciarrillo

Valid Through: 12/29/2023

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



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

Project Title: Reach Cyber Charter EDR – Client Workstations and Servers	
PSOW #: RS11282023.001	Requestor: Scott Shedd
Requestor’s Email Address: sshedd@reach.connectionsacademy.org	Requestor’s Telephone: 717.745.7571

1. Background

Reach Cyber Charter has been using Reclamere’s Endpoint Detection and Response services since 2022. This PSOW is an extension of those services.

2. Goals & Objectives

This Project Statement of Work No. RS11282023.001 (“PSOW”) describes the security services and project management services (the “Project Services”) that will be provided by Reclamere.

2.1 Project Scope

Reclamere will provide Endpoint Protection, which includes the following services:

2.1.1 Endpoint Protections – This service includes the following:

- Provide Antimalware Software that includes antivirus, antispysware, and anti-ransomware.
- Endpoint Detection and Response (EDR) for workstations to protect Mac and Windows operating systems.
- Threat detection that will rapidly recognize many thousands of virus and malware attack variants including crypto mining attacks as well as the root causes of these malicious behaviors by quickly identifying and diagnosing corrupt source processes and system settings.
- Provide response and remediation support when malicious behavior is detected by quickly rolling back files to previous safe versions through tracking changes in the devices and restoring them to an acceptable risk state.
- The Security Operations Center (SOC) provides 24/7/365 monitoring and response by expert staff.
- Endpoint management control that includes:
 - Prevention, detection, and response
 - Device and endpoint firewall control
 - Remote shell execution to ease IT overhead along with granular endpoint management controls

2.2 Period of Performance

Software licensing is for a term of one year and will begin after the signing of this agreement.



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

2.3 Location

Reclamere will provide these services remotely. Reclamere will provide an online meeting and conferencing service [E.g. Teams, Google Meet, etc.] whenever necessary.

2.4 Roles & Responsibilities

(P - Primary, A - Assist):	Responsibility:	
	Reclamere	Reach Cyber Charter
Endpoint Protection and Scanning	P	A
SOC Services	P	A
Reporting and Review – Customer is granted access to the portal	P	A

3. Pricing

3.1 Fees

Reach Cyber Charter School EDR – Client Workstations and Servers is a Managed Security Services engagement. Software licensing costs are priced per endpoint for the term of one year. Additional workstations and servers will be added on an as-needed basis, co-termed to match the term of existing workstations and servers, and added to the monthly fees for this engagement.

Invoicing will begin on the first day of the month following the date that this agreement is signed. Invoice payment terms are net 30 days.

Table 3.1 – Reclamere Project Services Fees for Endpoint Protection

Description/Role:	Unit:	Unit Price:
Monthly Recurring Fee – Workstations/Server	1	\$10.00

4. Assumptions / Risks & Constraints

- 4.1 Services performed outside of the SOW are excluded and will be charged as Time & Materials.
- 4.2 Any changes or substitutions to the SOW or timeline must be mutually agreed upon by both parties.



PROJECT STATEMENT OF WORK (PSOW)

For Reclamere Project Requests for Services

5. Deliverables and Acceptance Criteria

The following Deliverables will be provided under this PSOW:

Item Number:	Deliverables:
1	Endpoint Protection and Scanning
2	SOC Services
3	Reporting and Review – Customer has been granted access to the Portal



Terms and Conditions

1. Service Agreement Terms

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

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

2. PAYMENT SCHEDULE

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

3. INDEMNIFICATION

3.1 Provider will indemnify Client from and against all third-party claims to the extent a Provider Service or Deliverable infringes or misappropriates a third-party intellectual property right. If any Service or Deliverable is found to infringe or misappropriate an intellectual property right of a third party, then Provider shall procure the right for Client to continue to use the results of the Service or Deliverable or re-perform the Service or replace the Deliverable so that it is non-infringing. If the preceding remedies are not available, then Provider may



terminate the Service Order and will refund the price paid for the infringing portion of the Services or the Deliverables. The foregoing is the sole and exclusive remedy of Client and states the entire liability of Provider with respect to infringement or misappropriation of any proprietary rights by the Services or Deliverables.

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

4. ACKNOWLEDGMENTS; WARRANTIES

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

4.2 Client agrees that Provider will not be responsible for nonconformities or any errors in work papers or Deliverables resulting from Provider's reliance on inaccurate, inauthentic, or incomplete data or information provided by Client. Client will cooperate with Provider and take all actions reasonably necessary to enable Provider to perform the Services. To that end, Client will provide, on a timely basis, all information, as well as access to systems, locations, and personnel, reasonably requested by Provider to enable Provider to provide the Services. Client agrees that failure to do so may result in: 1) immediate termination of Service, and 2) a charge to Client equal to the amount of any lost hours at the hourly rate specified in the Service Order, and if no hourly rate is specified, \$300.00 per hour. If Provider is required to reschedule the delivery of Service due to the foregoing, then Client understands that such rescheduling will be dependent upon Provider's resource availability and may result in additional charges. Client further acknowledges and agrees that (a) any outcome of the Services involving security assessment is limited to a point-in-time examination consistent with the PSOW set forth in the Service Order, (b) the outcome of any audits, assessments, or testing by and the opinions, advice, recommendations and/or certification of, Provider does not constitute any form of representation, warranty or guarantee that Client's systems are secure from every form of attack, even if fully implemented, (c) in examining Client's compliance or non-compliance status, Provider relies upon accurate, authentic, and complete information provided by Client as well as the use of certain sampling techniques, and (d) Client's management is solely responsible for the scope, goals, and overall direction of the Services, as well as the implementation of any course of action based on such Services. Under no circumstance does provider warrant or guarantee the acceptance of any work product, deliverable, or service by any regulatory body, auditor, or law enforcement entity.

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

5. LIMITATIONS ON LIABILITY

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



6. DISPUTE RESOLUTION

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

7. NON-SOLICITATION

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

8. PERFORMANCE OF SERVICES

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

9. USE OF SUBCONTRACTORS

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

10. ADDITIONAL PROVISIONS REGARDING CERTAIN PROVIDER SERVICES

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

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



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

11. CONFIDENTIALITY OF SERVICE

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

12. JURISDICTION AND VENUE OF ENFORCEMENT

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

13. SEVERABILITY

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

14. ENTIRE AGREEMENT

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

15. FORCE MAJEURE

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

16. NOTICE

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



In addition to signing the Agreement, please provide the following Client contact information, Current W-9, and, if applicable, Client Tax Exempt Certificate.

Management Contact Name: _____

Title: _____

Phone: _____

Email: _____

IT Administrator Contact Name: _____

Title: _____

Phone: _____

Email: _____

Accounting Contact Name: _____

Title: _____

Phone: _____

Email: _____

Customer Tax Exempt?

Yes (If yes, please forward a tax exemption form with the agreement)

No

Please forward W-9 with the agreement.

Tax Exempt Certificate and W-9 can also be emailed to accounting@reclamere.com

Coversheet

Outreach Update

Section: VII. Information Items
Item: B. Outreach Update
Purpose:
Submitted by:
Related Material: December Board meeting .pdf

Outreach Department Board Meeting December 13, 2023



Social Media: Like, Follow, and Engage

October 1, 2023- December 2, 2023 Analytics				
	Facebook	Instagram	LinkedIn	Youtube
Followers	1163	515	974	192
Published Posts	82	207	64	7
Impressions	1,155,378	199,283	7,668	
Engagement	16,171	817	484	8
Engagement Per Impression	1.40%	40.00%	6.30%	
Industry Standard Engagement per Impression	0.06%	0.47%	2%	
Video Views	169,834	420	470	331

Takeaways:

- Since the last report in October, all four platforms have had an increased in followers.
- Facebook and Instagram had a huge spike in impressions when the paid advertisements went live as a part of the summer enrollment campaign. Those numbers continue to be high as the campaign has continued into the fall.
- Instagram, Facebook, and LinkedIn all have significantly better engagement per impression than industry standard.

Fall 2023 Events and Attendance

- 157 events
- 1,232 registrations
- 83% attendance



Da Vinci Science Center



Rep. Joe Hogan



Taller Puertorriqueno

ABC 27 Community Weather Day

- 51 participants
- 4 STEM activities
- Pollinator Garden & Tornado Chamber



ABC 27 Community Weather Day



Partnerships (cont.)

- Whitaker Center - 2 events
- The Franklin Institute - 4 events (2 Sponsorship Tables)
- Carnegie MONH - 4 events (1 STEM & 1 Sponsorship Table)
- Carnegie Science Center - 3 events (1 STEM)



Partnerships (cont.)

- Da Vinci Science Center - 3 events (1 STEM)
- Lancaster Science Factory - 2 events
- Reading Science Center - 2 events
- Keystone Kidspace - 2 events
- Discovery Space & Rivet Center - 2 events



Coversheet

Special Education Update

Section: VII. Information Items
Item: C. Special Education Update
Purpose:
Submitted by:
Related Material: Intellectual Disability Terminology Update 22 PA Code Ch. 711.pdf

[Close Window](#)

RULES AND REGULATIONS

Title 22—EDUCATION

DEPARTMENT OF EDUCATION

[22 PA. CODE CH. 711]

Charter School and Cyber Charter School Services and Programs for Children with Disabilities; Intellectual Disability Terminology Update

[53 Pa.B. 7487]

[Saturday, December 2, 2023]

The Department of Education (Department) amends Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) by replacing the term "mental retardation" with the term "intellectual disability" and by replacing the term "mentally retarded" with "an individual with an intellectual disability" as set forth in Annex A.

Statutory Authority

The Department adopts this final-omitted rulemaking under the authority granted by sections 1701-A—1732-A, 1749-A(b)(8) and 1751-A of the Public School Code of 1949, as amended, (24 P.S. §§ 17-1701-A—17-1732-A, 17-1749-A(b)(8) and 17-1751-A).

Omission of Proposed Rulemaking

Notice of proposed rulemaking is omitted in accordance with section 204(3) of the Commonwealth Documents Law (45 P.S. § 1204(3)) and 1 Pa. Code § 7.4(3) (relating to omission of notice of proposed rulemaking) because the Department finds for good cause that the proposed rulemaking is unnecessary and that a delay in the promulgation of these amendments is contrary to the public interest. Under Federal and State law, the terminology "intellectual disability" has replaced the archaic terminology "mental retardation" and "mentally retarded." See Rosa's Law (Pub.L. No. 111-256) and the Mental Health and Intellectual Disability Act of 1966 (50 P.S. §§ 4101—4704).

Although this regulation is not mandated by any Federal or State law, court orders, or Federal regulations, this final-omitted rulemaking is in conformance with Federal and State law. See Rosa's Law (Pub.L. No. 111-256) and the Mental Health and Intellectual Disability Act of 1966. Because the amendments are for the purpose of making the terminology in the regulations consistent with the terminology used in Federal and State law, it is unnecessary to hold a public comment period because the Federal and State law dictate the terminology used and public comment would not change the terminology used.

Further, the affected individuals with an intellectual disability, friends and family members of affected individuals, providers of services and supports for individuals with an intellectual disability and county mental health/intellectual disability programs support the use of the up-to-date and appropriate term "intellectual disability" to replace the archaic terms "mental retardation" and "mentally retarded." This final-omitted rulemaking promotes respect, community integration and an

array of opportunities for an individual with an intellectual disability by using a term that is positive and up to date, and the Department seeks to make this regulatory change in an expeditious manner.

Purpose

This final-omitted rulemaking amends §§ 711.22, 711.24, 711.25, 711.44 and 711.61 by replacing the term "mental retardation" with the term "intellectual disability" and by replacing the term "mentally retarded" with "having an intellectual disability" for clarity and for consistency with Rosa's Law (Pub.L. No. 111-256), the regulations found at 34 CFR 300.8(a)(1), (c)(6), (7) and (10)(ii), 300.309(a)(3)(ii) and 300.311(a)(6) (relating to child with a disability; determining the existence of a specific learning disability; and specific documentation for the eligibility determination); and the Mental Health and Intellectual Disability Act of 1966.

Background

Currently, regulations in Chapter 711 use the term "mental retardation." Rosa's Law (Pub.L. No. 111-256) amended sections 7(21)(A)(iii), 204(b)(2)(C)(v) and 501(a) of the Rehabilitation Act of 1973 (29 U.S.C. §§ 705(21)(A)(iii), 764(b)(2)(C)(v) and 791(a)), sections 601(c)(12)(C) and 602(3)(A)(i) and 30(C) of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §§ 1400(c)(12)(C) and 1401(3)(A)(i) and (30)(C)), section 760(2)(A) of the Higher Education Act of 1965 (20 U.S.C. § 1140(2)(A)) and section 7202(16)(E) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 7512(16)(E)) (subsequently renumbered as section 6202(16)(E) and repealed), by removing the term "mental retardation" and replacing it with the term "intellectual disability." See also 82 FR 31910 (July 11, 2017), Rules and Regulations. The act of November 22, 2011 (P.L. 420, No. 105) amended the Mental Health and Mental Retardation Act of 1966 (50 P.S. §§ 4101—4704) to read as the "Mental Health and Intellectual Disability Act of 1966" and replaced the defined term and references to "mental retardation" with "intellectual disability."

Affected Parties

This final-omitted rulemaking will affect public, private, parochial and nonpublic schools, including charter schools, cyber charter schools, vocational schools, intermediate units, special education and home education programs, and their employees. This final-omitted rulemaking will also affect citizens of this Commonwealth with school-aged children and their school-aged children.

Fiscal Impact and Paperwork Estimates

This final-omitted rulemaking will make amendments for clarity and for consistency with Rosa's Law, the regulations found at 34 CFR 300.8(a)(1), (c)(6), (7) and (10)(ii), 300.309(a)(3)(ii) and 300.311(a)(6), and the Mental Health and Intellectual Disability Act of 1966. The Department's final-omitted rulemaking does not establish new requirements that carry an additional cost or create new paperwork requirements for the regulated community.

Effective Date

This final-omitted rulemaking will be effective upon publication in the *Pennsylvania Bulletin*.

Sunset Date

The Department will review the effectiveness of Chapter 711 every 4 years in accordance with the Department's policy and practice regarding its regulations. Thus, no sunset date is necessary.

Regulatory Review

Under section 5.1(c) of the Regulatory Review Act (71 P.S. § 745.5a(c)), on August 2, 2023, the Department submitted a copy of this final-omitted rulemaking, and a copy of the Regulatory

Analysis Form to the Independent Regulatory Review Commission (IRRC) and to the chairperson of the Education Committee of the Senate and the chairperson of the Education Committee of the House of Representatives. On the same date, the final-omitted regulation was submitted to the Office of the Attorney General for review and approval under the Commonwealth Attorneys Act (71 P.S. §§ 732-101—732-506).

Under section 5.1(j.2) of the Regulatory Review Act, on September 20, 2023, this final-omitted regulation was deemed approved by the Education Committee of the Senate and the Education Committee of the House of Representatives. Under section 5.1(e) of the Regulatory Review Act, IRRC met on September 21, 2023, and approved this final-omitted regulation.

Public Comments and Contact Person

Although this rulemaking is being adopted without publication as a final-omitted rulemaking, interested persons and individuals affiliated with education are invited to submit written comments, questions, suggestions, commendations, concerns or objections regarding this final-omitted rulemaking to, Carole Clancy, Director, Bureau of Special Education, caclancy@pa.gov, 333 Market Street, Harrisburg, PA 17126, or John Gombocz, Special Education Advisor, jgombocz@pa.gov, 607 South Drive, Harrisburg, PA 17126. Persons with disabilities who require an alternative means of providing public comment may make arrangements by calling John Gombocz at (717) 772-3745.

Findings

The Department finds that:

(a) Notice of proposed rulemaking is omitted in accordance with section 204(3) of the Commonwealth Documents Law and 1 Pa. Code § 7.4(3). The affected individuals with an intellectual disability, friends and family members of affected individuals, providers of services and supports for individuals with an intellectual disability and educational programs support the use of the up-to-date and appropriate term "intellectual disability." This final-omitted rulemaking promotes respect, community integration and an array of opportunities for an individual with an intellectual disability by using a term that is positive and up to date. It is unnecessary to hold a public comment period because Federal and State law dictate the terminology used and public comment would not change the terminology used. Therefore, based on the reasons previously stated, the Department finds that notice of proposed rulemaking is unnecessary and that a delay in the promulgation of these amendments is contrary to the public interest.

(b) The adoption of this final-omitted rulemaking in the manner provided by this Order is necessary and appropriate for the administration and enforcement of the Department's education regulations found in Chapter 711.

Order

The Department, acting under the authorizing statutes, orders that:

(a) The regulations of the Department, 22 Pa. Code Chapter 711, are amended by amending §§ 711.22, 711.24, 711.25, 711.44 and 711.61 to read as set forth in Annex A, with ellipses referring to the existing text of the regulations.

(b) The Secretary of Education shall submit this final-omitted rulemaking to the Office of General Counsel and the Office of the Attorney General for review and approval as to legality and form, as required by law.

(c) The Secretary of Education shall submit this final-omitted rulemaking to IRRC and the Education Committee of the Senate and the Education Committee of the House of Representatives,

as required by law.

(d) The Secretary of Education shall certify this Order and Annex A, as approved for legality and form, and deposit them with the Legislative Reference Bureau as required by law.

(e) This Order shall take effect upon publication in the *Pennsylvania Bulletin*.

DR. KHALID N. MUMIN,
Secretary

(*Editor's Note:* See 53 Pa.B. 6319 (October 7, 2023) for IRRC's approval.)

Fiscal Note: 6-342. No fiscal impact; recommends adoption.

Annex A

TITLE 22. EDUCATION

PART XX. CHARTER SCHOOLS

CHAPTER 711. CHARTER SCHOOL AND CYBER CHARTER SCHOOL SERVICES AND PROGRAMS FOR CHILDREN WITH DISABILITIES

IDENTIFICATION AND EVALUATION

§ 711.22. Reevaluation.

* * * * *

(c) Children with disabilities who are identified as having an intellectual disability shall be reevaluated at least once every 2 years.

§ 711.24. Evaluation.

(a) The group of qualified professionals, which reviews the evaluation materials to determine whether the child is a child with a disability under 34 CFR 300.306 (relating to determination of eligibility), must include a certified school psychologist when evaluating a child for autism, emotional disturbance, intellectual disability, multiple disabilities, other health impairments, specific learning disability or traumatic brain injury.

* * * * *

§ 711.25. Criteria for the determination of specific learning disabilities.

Following are State-level criteria for determining the existence of a specific learning disability. Each charter school and cyber charter school shall develop procedures for the determination of specific learning disabilities that conform to criteria in this section. These procedures shall be included in the school's charter application and annual report. To determine that a child has a specific learning disability, the charter school or cyber charter school shall:

* * * * *

(3) Have determined that its findings under this section are not primarily the result of any of the following:

- (i) A visual, hearing or orthopedic disability.
- (ii) Intellectual disability.
- (iii) Emotional disturbance.
- (iv) Cultural factors.
- (v) Environmental or economic disadvantage.
- (vi) Limited English proficiency.

* * * * *

IEP

§ 711.44. ESY.

(a) In addition to the requirements incorporated by reference in 34 CFR 300.106 (relating to extended school year services), charter schools and cyber charter schools shall use the following standards for determining whether a student with disabilities requires ESY as part of the student's program:

* * * * *

(2) In considering whether a student is eligible for ESY services, the IEP team shall consider the following factors, however, no single factor will be considered determinative:

* * * * *

(vii) Whether the student's disability is severe, such as autism/pervasive developmental disorder, serious emotional disturbance, severe intellectual disability, degenerative impairments with mental involvement and severe multiple disabilities.

* * * * *

(d) Students with severe disabilities such as autism/pervasive developmental disorder, serious emotional disturbance; severe intellectual disabilities; degenerative impairments with mental involvement; and severe multiple disabilities require expeditious determinations of eligibility for ESY services to be provided as follows:

* * * * *

PROCEDURAL SAFEGUARDS

§ 711.61. Suspension and expulsion.

* * * * *

(c) Any removal from the current educational placement is a change of placement for a student who is identified with an intellectual disability.

* * * * *

[Pa.B. Doc. No. 23-1676. Filed for public inspection December 1, 2023, 9:00 a.m.]

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