



Reach Cyber Charter School

Reach Cyber Charter School

Published on March 9, 2023 at 2:33 PM EST
Amended on March 14, 2023 at 2:20 PM EDT

Date and Time

Wednesday March 15, 2023 at 9:00 AM EDT

Location

750 East Park Drive, Suite 204
Harrisburg, PA 17111

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:00 AM
A. Roll Call			
B. Call the Meeting to Order		David Taylor	
II. Consideration of Board Member Candidates			
A. Leigh Anne Naser	Vote	David Taylor	
B. Matthew F. Ryan	Vote	David Taylor	
III. Public Comment			

Purpose Presenter Time

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

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

IV. Routine Business

- A. Approval of Agenda David Taylor

V. Oral Reports

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

VI. Consent Items

- A. Approval of Minutes from the February 15, 2023 Board Meeting
- B. Approval of Staffing Report
- C. Approval of Pearson Invoice(s) for January
- D. Approval of Contract with Quality IT Solutions

	Purpose	Presenter	Time
E.	Approval of Contract with SAP Concur		

VII. Action Items

A.	Approval of Updates to COI and Travel Policies	Joshua Hicks	
B.	Approval of the contract with Turnitin	Corey Groff	
C.	Approval of the contract with KnowledgeWave	Corey Groff	
D.	Approval of contract with Class Technologies Inc.	Corey Groff	
E.	Approval of Staffing Contract - Robert Half	Michael Garman	
F.	Approval of Summer Learning Kit Proposal	Kelly McConnell	

VIII. Information Items

A.	Legislative Update	Brandie Karpew	
B.	School Success Partner (SSP) Update	Laura Johnson	

IX. Strategic Planning

A.	National Charter School Conference June 18-21, 2023	Brandie Karpew	
B.	Approval of Dual Enrollment Agreement with Northern PA Regional College	JD Smith	

X. 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

XI. Closing Items

- A. Adjourn Meeting

Adjournment and Confirmation of Next Meeting – Wednesday, April 12, 2023 at 9:00 a.m.

Coversheet

Leigh Anne Naser

Section: II. Consideration of Board Member Candidates
Item: A. Leigh Anne Naser
Purpose: Vote
Submitted by:
Related Material: 2023_CurriculumVitae_KraemerNaser.pdf
2023_DynamicResume.pdf

Leigh Anne Kraemer-Naser, M.Ed.

1739 Oxford Street
Erie, PA 16505

412-400-1622
leigh.naser@gmail.com

Curriculum Vitae

Education

[Point Park University](#)

Pittsburgh, PA 2016 – 2017

- **Pennsylvania Director's Credential:** Childcare Administration
- **Cumulative Grade Point Average:** 4.0

[Gannon University](#)

Erie, PA 2008-2009

- **Master of Education Degree:** Curriculum and Instruction
- **Cumulative Grade Point Average:** 4.0
- **Recognitions:** Outstanding Graduate Student in Education Award, Outstanding Portfolio Achievement Level

[Mercyhurst University](#)

Erie, PA 2002-2005

- **Bachelor of Arts Degree:** Elementary Education
- **Declared Minor:** Psychology
- **Cumulative Grade Point Average:** 3.921
- **Recognitions:** Egan Scholarship, Presidential Scholarship, Dean's List (all terms), Kappa Delta Pi Honor Society, Summa Cum Laude Graduate

Certifications

[Pennsylvania Department of Education](#)

- Level 1 Instructional Certificate: Elementary Education (K-6)
- Level 1 Instructional Certificate: Middle Level Citizenship Ed 7-9
- Student Assistance Program (SAP) K-12

[Pennsylvania Quality Assurance System](#)

- Certified Instructor and Consultant (CIC-1151000)

[Council for Professional Recognition](#)

- CDA Professional Development Specialist

[Handwriting Without Tears](#)

- Handwriting for Preschool / Day Care Providers

[Microsoft Innovative Educator](#)

- Teacher Academy: Office 365
- Teacher Academy: Windows 10
- Teacher Academy: OneNote
- Amplifying Student Voice
- Teaching with Technology
- Technology Enriched Instruction
- Digital Literacy
- 21st Century Learning Design
- Introduction to Microsoft Classroom
- Digital Citizenship

[Microsoft Innovative Educator Trainer](#)

Leigh Anne Kraemer-Naser, M.Ed.

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leigh.naser@gmail.com

Curriculum Vitae

Professional Experience

Northern Pennsylvania Regional College

Director of Applied Studies

Warren, PA

2021 – present

- Lead the Associate of Applied Science in Early Childhood Education, Associate of Science in Criminal Justice, and Associate of Arts in Social Sciences programs including the hiring of faculty, scheduling of courses, annual academic program reviews
- Participate in shared governance in Academic Affairs Council, Academic Leadership Team, Student Services and Academic Leadership Team, Transfer Evaluation Team
- Develop partnerships for dual enrollment and prior learning credit agreements with high school and career and technical centers
- Create processes for obtaining and verifying student clearances for field experiences
- Work with Workforce Development employees in creating portable, stackable pathways from Workforce programming to academic degree programs
- Provide support as needed within Desire 2 Learn: Brightspace for faculty as needed
- Develop “Odds and Ends” tutorials for classroom facilitation and educational technology
- Co-Lead Faculty Advisory Council
 - Mentor part-time faculty as assigned
 - Mentor full-time faculty in conducting program reviews for degree and certificate programs
 - Construct, review, and approve course objectives
 - Construct, review, and approve course level and program level changes as needed
 - Assist with the selection and review of textbooks
 - Plan and facilitate faculty development days twice annually

Instructor of Early Childhood Education

2019 – present

Lead Associate of Applied Science in Early Childhood Education Program

- Instruct courses in Early Childhood Education
- Develop program handbook for students
- Create assessment matrixes for all early childhood courses
- Oversee all field placements within department
- Align coursework to PA Keys Core Body of Knowledge, CDA Competency Areas, NAEYC Standards and Position Statements, PDE Guidelines for PreK – 4 Teachers, and PDE Field Experience Requirements
- Create all department wide forms and rubrics including lesson plans, observation documents, unit plans, and other standardized assessments
- Select textbooks for all early childhood coursework
- Author open education resources for instructional design and creative arts
- Create and maintain the Early Childhood laboratory at the Erie Education and Training Center

Other duties as assigned

- College Catalog committee
- Search committees for hiring employees upon request

Leigh Anne Kraemer-Naser, M.Ed.

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Curriculum Vitae

Curriculum Solution Center, LLC

Director / Owner Erie, PA 2013 – 2019

Oversee all finances, management, and business elements

Develop and implement professional development and training programs

- PreK-12 educator in-services
- Parent education programs
- Youth assemblies (bullying prevention)

Provide onsite technical assistance, coaching, consultation, and evaluation

- PA Keys / STARS Technical Assistance Consultant
- Afterschool Quality (ASQ) Consultant
- School-Age Program Quality Assessment: Reliable Assessor
- Syllabuy.co: blog writer, Founder's Club member, editor, and consultant

Develop standards aligned curriculum upon request from clients

- Funding Factory: EcoBuddies K-8 Recycling and E-Waste Curriculum
- YMCA of Erie County: Be Safe, Be Kind
- Lesson Factory: Seasonal Activities and Writing Prompts
- Northwest Regional Key: Peer Coaching: Connecting, Communicating, and Collaborating with Professionals
- Gannon University: Student Employment Program

Maintain partnerships with state and national education organizations

- PA Keys: Professional Development Organization Northwest and Southwest Regions
- Pennsylvania Department of Education: Act 48 Provider
- National Association for the Education of Young Children (NAEYC): Professional Development Organization
- Microsoft Inspired Educator Trainer and Partner

Oversee web design and social media interaction

- www.curriculumsolutioncenter.com
- Social media profiles on [Facebook](#), [Twitter](#), [LinkedIn](#), and [Pinterest](#)

Gannon University

Adjunct Lecturer Erie, PA 2019

- ECED 100: Early Childhood Overview
- ECED 101: Child Development Birth-5
- ECED 102: Child Development Kindergarten – 5th grade
- ECED 103: Instructional Design and the Early Childhood Classroom

Reach Cyber Charter School

Community Coordinator Harrisburg, PA 2018 – present

- Plan local meet-ups and field trips for families in Northwestern Pennsylvania
- Connect with prospective families

Simple K12 Teacher Learning Community

Webinar Presenter Online 2011 - present

- Develop and present webinar-based professional development in the areas of bullying prevention, early learning, and professional communication

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Erie, PA 16505

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leigh.naser@gmail.com

Curriculum Vitae

Kelly Educational Staffing

Substitute Teacher Erie, PA 2015 – 2016

- On call teacher PreK - 12 in Erie's Public Schools, Millcreek Township School District, Girard School District, and Fairview School District

Education-Articles.com

Contributing Writer Online 2015 – 2016

- Author short articles on current trends and topics in education

Northwest Evaluation Association

Professional Development Facilitator Nationwide 2014 – 2015

Approved to facilitate the following MAP test workshops:

- Applying Reports
- Essential Reports for Administrators
- Essential Reports for Primary Teachers

The Ophelia Project

Director of Curriculum and Programming Erie, PA 2009 - 2013

Curricula / Programming Author

- STEPS for Early Childhood Centers: Training Program
- CASS: Creating a Safe School K-8, Class Meetings Year 2
- CASS: Concepts for High School
- CyberCool High School

Curricula / Programming Co-Author or Editor

- It Has a Name: Relational Aggression
- RAISE Boys: Reduce Aggression, Increase Self-Empowerment
- CyberCool: Middle School
- RAPS: Relationships Are Pathways to Success
- Meaningful Mentoring Matters: Adult Mentor Training
- CASS: Creating A Safe School K-8, Class Meetings Year 1
- STEPS for Parents: Parent Study Guide
- Ophelia Project Youth Ambassadors: Youth Leadership Training

Project Manager and Lead Research Associate:

- CASS: Creating a Safe School K-8 - Research Trial 2010 - 2012
- RAPS: Relationships Are Pathways to Success - Research Trial 2009 - 2012
- STEPS for Early Childhood Centers - Pilot and Evaluation 2012 – 2013

Covenant Preschool

Lead Teacher, Four Year Old Class Erie, PA 2006 - 2009

- **Pre-Literacy Skills:** phonemic awareness, phonics, interactive read-aloud, diction
- **Handwriting:** Handwriting Without Tears Curriculum
- **Pre-Math Skills:** number sense, counting, estimation, place value, sorting, graphing
- **Fine Arts:** music, dance, art
- **Fine and Gross Motor Instruction**

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Curriculum Vitae

Our Lady of Mount Carmel School

Sixth Grade Teacher Erie, PA 2005 - 2006

- **English:** Grammar and Writing
- **Social Studies:** Project-based World History and Current Events
- **Religion:** Scripture and Mass
- **Art:** Artistic Media
- **Handwriting:** Zaner Bloser Curriculum

St. Boniface School

Substitute Teacher Erie, PA 2005

Multi-age Instruction: Kindergarten – First Grade, Fourth – Fifth Grade

Middle School Instruction: Social Studies, Science, Math, Language Arts

Art Instruction: Kindergarten – Eighth Grade

Publications

Kraemer-Naser, L.A. (2020). Creative and Expressive Arts: Elements of the arts production guide. Open Education Resource, Northern Pennsylvania Regional College.

Kraemer-Naser, L.A. (2019). Instructional and Classroom Design for Early Childhood Curricula. Open Education Resource, Northern Pennsylvania Regional College.

Kraemer-Naser, L.A. (2012). Does a Safe Social Climate Boost Academic Achievement? A Discussion of Literature Demonstrating the Relationship Between Peer Aggression, School Connectedness, Pro-Social Skill Development, and Academic Achievement. <http://opheliaproject.org/ClimateAndAchievement.pdf>

Kraemer, L.A. (2010). Bully prevention: Testing a new program. *Education Week*, 29(35), 36-37.

Leigh Anne Kraemer-Naser, M.Ed.

1739 Oxford Street
Erie, PA 16505

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leigh.naser@gmail.com

Curriculum Vitae

Conference Presentations

Kraemer-Naser, L.A. (2019a). *Social Studies in Early Childhood: Exploring Communities and the World*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.

Kraemer-Naser, L.A. (2019b). *Using Non-Fiction Literature in Early Childhood*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.

Kraemer-Naser, L.A. (2018a). *Block Play Across the Curriculum*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.

Kraemer-Naser, L.A. (2018b). *Opening Up to Changes in Your Classroom*. Early Childhood Summit: State College, PA.

Kraemer-Naser, L.A. (2018c). *Making Sense of Number Sense: Teaching Early Numeracy*. Early Childhood Summit: State College, PA.

Kraemer-Naser, L.A. (2018d). *Using the Engineering Design Process for Effective STEM Implementation*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.

Kraemer-Naser, L.A. (2017a). *Bulletin Boards, Calendars, and Activity Kits: Creatively Promoting Family Involvement*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.

Kraemer-Naser, L.A. (2017b). *Developmentally Appropriate Practice for Handwriting Instruction*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.

Kraemer-Naser, L.A. (2017c). *Early Childhood Number Sense and Subitizing with Manipulatives*. National Council of Teachers of Mathematics Regional Conference and Exhibition: Chicago, IL.

Kraemer-Naser, L.A. (2017d). *Kindness, Friendship, and Learning to Get Along*. International Bullying Prevention Association Annual Conference: Nashville, TN.

Kraemer-Naser, L.A. (2017e). *Using the Engineering Design Process for Effective STEM Implementation*. Pennsylvania School-Age Child Care Alliance Annual Conference: Hershey, PA.

Kraemer-Naser, L.A. (2016a). *Balancing Academic Pressure and Developmentally Appropriate Practice*. DVAEYC Annual Conference: Harrisburg, PA.

Kraemer-Naser, L.A. (2016b). *Beyond ABCs: Creative Ways to Teach the Alphabet and Early Literacy*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.

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Curriculum Vitae

- Kraemer-Naser, L.A. (2016c). *Beyond ABCs: Creative Ways to Teach the Alphabet and Early Literacy*. Early Childhood Summit: State College, PA.
- Kraemer-Naser, L.A. (2016d). *Beyond the Touch Table: Creating Inquiry-Based Learning Centers for Exploring Nature*. National Science Teachers Association Annual Conference and Expo: Nashville, TN.
- Kraemer-Naser, L.A. (2016e). *Block Play Across the Curriculum*. YAAEYC Conference: York, PA.
- Kraemer-Naser, L.A. (2016f). *The Language of Peer Aggression: Vocabulary for Talking about Conflict, Aggression, and Bullying with Children*. Pennsylvania School-Age Child Care Alliance Annual Conference: Hershey, PA.
- Kraemer-Naser, L.A. (2016g). *Making Sense of Number Sense: Teaching Early Numeracy*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.
- Kraemer-Naser, L.A. (2016h). *Making Sense of Number Sense: Teaching Early Numeracy*. Early Childhood Summit: State College, PA.
- Kraemer-Naser, L.A. (2016i). *Science and Inquiry: Building on Natural Inquiry*. YAAEYC Conference: York, PA.
- Kraemer-Naser, L.A. (2015a). *Bullying Prevention Basics: How to Identify Childhood Aggression and Talk to Your Child's School*. Pennsylvania PTA Annual Convention: Erie, PA.
- Kraemer-Naser, L.A. (2015b). *Science and Inquiry: Building on Natural Inquiry*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.
- Kraemer-Naser, L.A. (2015c). *Tackling Troublesome Transitions*. Capital Area Chapter of PennAEYC 219 Early Childhood Conference: Harrisburg, PA.
- Kraemer-Naser, L.A. (2014a). *Balancing Academic Pressure and Developmentally Appropriate Practice*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.
- Kraemer-Naser, L.A. (2014b). *Building Empathy with Books, Games, and Music*. Capital Area Chapter of PennAEYC Early Childhood Conference: Harrisburg, PA.
- Kraemer-Naser, L.A. (2014c). *Enhancing Professional Development with Effective Grouping and Discussion Strategies*. Early Childhood Summit: State College, PA.
- Kraemer-Naser, L.A. (2014d). *Milestone Tracking with Portfolios and Checkbrics*. Early Childhood Summit: State College, PA.
- Kraemer-Naser, L.A. (2014e). *Peer Aggression and Bullying*. Midwestern Early Childhood Council Institute: Grove City, PA.

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leigh.naser@gmail.com

Curriculum Vitae

Kraemer-Naser, L.A. (2013a). *Bullying Prevention in Early Childhood*. International Bullying Prevention Association Annual Conference. Nashville, TN.

Kraemer-Naser, L.A. (2013b). *Enhancing Effective Parent Communication*. Early Childhood Summit: State College, PA.

Kraemer-Naser, L.A. (2013c). *Five Critical STEPS for Bullying Prevention*. School Safety Advocacy Council National Conference on Bullying. Orlando, FL.

Kraemer-Naser, L.A. (2013d). *STEPS for Early Childhood Centers*. Building Bridges for Children 16th Annual Conference. Monaca, PA.

Kraemer-Naser, L.A. (2013e). *Bullyproof Your Life*. Keynote Address presented at Girls World Expo: Erie, PA.

Leigh Anne Kraemer-Naser, M.Ed.1739 Oxford Street
Erie, PA 16505412-400-1622
leigh.naser@gmail.com**Curriculum Vitae****Volunteer Service****Bradford Area High School and Seneca Highlands Intermediate Unit**

Occupational Advisory Council: ECE Bradford, PA 2020 – present

Erie High School

Occupational Advisory Council: ECE Erie, PA 2020 – present

Marching Band Booster Board Member 2018 – present

Bayfront Maritime Foundation

Board President Erie, PA 2021 – present

Board Member Erie, PA 2019 – 2021

Flagship Niagara League

Tall Ships Erie Volunteer Coordinator Erie, PA 2018 – present

YMCA of Greater Erie

Metro Childcare Committee Member Erie, PA 2013 - present

Bully Police USA

Pennsylvania Advocate Director Nationwide 2013 – 2015

Luther Memorial Academy

Grant Writer, PTL President, Substitute Teacher Erie, PA 2012 - 2017

Mothers Against Teen Violence

Workshop Facilitator, Volunteer Erie, PA 2011 - 2018

Covenant Preschool

Board Member Erie, PA 2010 – 2013



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Education

Point Park University

PA Director's Credential:
Childcare Administration

Gannon University

Master of Education Degree:
Curriculum and Instruction

Mercyhurst University

Bachelor of Arts Degree:
Elementary Education

Certifications

Pennsylvania Department of Education

Level 1 Instructional Certificate:
Elementary Education (K-6)
Middle Level Citizenship Ed (7-9)

Pennsylvania Early Learning Keys to Quality

PA Director's Credential
(application currently being processed)

Pennsylvania Quality Assurance System

Certified Instructor and
Consultant (CIC-1151000)

Council for Professional Recognition

CDA Professional Development
Specialist

Microsoft Innovative Educator Trainer

Professional Experience

Northern Pennsylvania Regional College

Director of Applied Studies	Warren, PA	2021 - present
Instructor of Early Childhood Education		2019 - 2021

Gannon University

Adjunct Lecturer, Early Childhood Education	Erie, PA	2019
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Curriculum Solution Center, LLC

Director / Owner	Erie, PA	2013 - 2019
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Simple K12 Teacher Learning Community

Webinar Presenter	Online	2011 - 2021
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Kelly Educational Staffing

Substitute Teacher	Erie, PA	2015 - 2016
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Education-Articles.com

Contributing Writer	Online	2015 - 2016
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Northwest Evaluation Association

Professional Development Facilitator	Nationwide	2014 - 2015
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The Ophelia Project

Director of Curriculum and Programming	Erie, PA	2009 - 2013
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Covenant Preschool

Lead Teacher, Four-Year-Old Class	Erie, PA	2006 - 2009
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Our Lady of Mount Carmel School

Sixth Grade Teacher	Erie, PA	2005 - 2006
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St. Boniface School

Substitute Teacher	Erie, PA	2005
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Career Highlights

External Peer Reviewer

Centers for Disease Control and Prevention's Uniform Definition of Bullying

Nationally Recognized Presenter

School Safety Advocacy Council
International Bullying Prevention Association
National Science Teachers Association
National Council of Teachers of Mathematics

Coversheet

Matthew F. Ryan

Section:	II. Consideration of Board Member Candidates
Item:	B. Matthew F. Ryan
Purpose:	Vote
Submitted by:	
Related Material:	MFR Resume.docx

MATTHEW F. RYAN

1150 Middletown Road • Hummelstown, PA • 17036

mryan357@comcast.net • www.linkedin.com/in/matthew-f-ryan • 717-713-0251

PROFILE

Global Business, Technology and Security Leader with deep experience reorganizing teams, departments and companies into high-performance entities in the U.S., Latin America and Asia. Transformation Expert who thrives in complex, chaotic situations, leading organizational change management in technology, security and law. ▪ Trusted advisor to and partner of Board of Directors, C-suite and business executives, valued for extensive industry knowledge and decisive leadership through crisis and turnaround.

- Collaborative, visionary problem-solver with powerful learning agility and curiosity, adept at driving top- and bottom-line growth by assessing, enabling and accelerating business priorities.
- Passionate leader and builder of high-performing, diverse teams, who inspires and empowers others to implement solutions and succeed.
- Accessible leader and strong communicator/listener able to clearly explain detailed plans and goals to a wide variety of constituents.

PROFESSIONAL EXPERIENCE

Aramark, Philadelphia, PA 2019 – Present *With \$16 billion in revenue and 280,000 employees, Aramark (NYSE: ARMK is a leading provider of food, facilities and uniforms services to business, educational, healthcare and governmental institutions and sports, entertainment and recreational facilities.*

Senior Vice President, Chief Information Officer US Food & Facilities Sector (2021 – present) *Responsible for co-designing, implementing and leading Aramark's first US Food & Facilities Sector technology organization and transforming technology services for growth in 9 lines of business.*

- Selected by EVP, CFO and Sector COO to implement and lead sector technology organization. ▪ Enabled sector's highest growth in over 20 years, with Aramark surpassing pre-COVID revenues by Q3 FY22. ▪ Completed 646 technology deployments to Aramark accounts, a 50% increase over the previous historical high with the fewest business leader escalations ever recorded.
- Set the convenience retail technology strategy for cross line-of-business incremental growth. ▪ Improved technology financial transparency and speed of business leader decision making by 50%. ▪ Recognized by several line-of-business presidents as one of the most effective technology leaders in over 20 years.

Vice President, Enterprise Architecture & Consumer Technology Products (2019 – 2021) *Responsible for building Aramark's first Enterprise Architecture practice and transforming consumer technology product teams and capabilities; manages 70+ points-of-sale, payments, and ecommerce products across 2,000+ accounts. ▪ Selected by CIO to transform IT Service Management, field support, enterprise point-of-sale support, and menu operations for North America to prepare for post-COVID re-openings of 2,000+ accounts.*

- Opened and re-opened 983 accounts across USFFS LOB's, including 433 deployments and 46 client mobilizations, a 19% increase over FY20 and 31% increase over Q3/Q4 FY19 (pre-COVID).
- Delivered new digital ordering capabilities to 104 accounts & loyalty/rewards pilot in 5 accounts. ○ Led step level improvements in IT service management, driving new incidents down 38%, average number of open incidents down 81% and average age of open incidents down 91%. Reduced average backlog of 4,360 open incidents with an average resolution time of 10 days to 815 open incidents and resolution under 3 days. ▪ In the absence of a CISO, volunteered to build and deliver enterprise business continuity during high impact cyber event, restoring critical business activities within two days and full operations within two weeks. ▪ Within 3 months of arrival at Aramark, stopped 3 large underperforming technology projects, avoiding \$11 million in committed costs over the next two years.
- Completed first transformation of Enterprise Architecture & consumer technology product teams in 6 months; built company's first enterprise architecture capability, consolidated point-of-sale & payments teams, and established enterprise quality assurance & test capability while removing \$4 million in employee and contractor costs.

The Hershey Company, Hershey, PA, and China 2007 – 2019 *With more than \$7.5 billion in revenue and more than 15,000 employees, The Hershey Company (NYSE: HSY) is one of the largest chocolate manufacturers in the world; it also licenses baked products and drinks.*

Vice President, IT Planning & Enterprise Architecture (2018 – 2019) *Responsible for Project Management Office, Business Office, Enterprise Architecture and Digital Innovation teams; managed \$100 million-plus CAPEX/OPEX budget and portfolio of 100-plus projects.*

- Implemented global portfolio management, company’s first business governance model for Information System (IS) projects, capacity planning and resource estimation.
 - Transformed metrics and reporting for executive and IS leader business reviews.
 - Designed and implemented security, privacy and SOX “controls by design” framework. ▪
- Implemented industry standard Waterfall and Agile project methodologies.
- Redesigned and implemented Enterprise Architecture capabilities.

Vice President, Project Management Office (PMO) and Business Intelligence (BI) & Analytics (2017 – 2018) *Responsible for IT Project Management Office, Business Office, Business Intelligence & Analytics, International Commercial IT and Digital Innovation teams.*

- Partnered with Vice President, Global Technology, Development & Operations to lead entire IS organization during a year without a CIO.
- Designed new IS organization, approved by CEO, to transform technical capabilities while reducing recurring costs by \$20 million over four years.
- Managed \$100 million-plus CAPEX/OPEX budget to within 0.02% of plan.
 - Facilitated and delivered IS viewpoint for company’s data strategy to CEO and C-suite, culminating in opportunity to start new enterprise digital & data strategy and governance model to lead company’s digital transformation.

Vice President, Global Security & Legal Operations (2015 – 2017) *Served as General Counsel’s Chief of Staff with dual reporting to the CIO; responsible for enterprise risk management, crisis management, physical and information security, law strategy, technical roadmaps, department priorities, budget, legal operations, law business reviews and talent management.*

- Designed and implemented two Law Department organizational redesigns, achieving overall 40% cost reduction. ▪ Delivered annual Law Department budget 8% to 20% below plan for three consecutive years. ▪ Integrated enterprise risk management, crisis management and business continuity programs and governance;
 - designed and facilitated a risk, crisis and continuity planning curriculum for the Board of Directors. ▪ Designed and implemented company’s first privacy committee to address the European Union’s General Data Protection Regulation (GDPR) implications.
- Developed and implemented a comprehensive risk and crisis management framework to mitigate full suite of operational, compliance, finance and security risks in China for acquisition and integration of local manufacturing company.
- Facilitated China’s crisis core team for two years; cited by Control Risks and other global consultants in Asia as one of the most complex, risk-intensive China acquisitions ever encountered.
- Drove project management best practices, enabling China Leadership Team to meet all critical milestones on budget for commercial, supply-chain and back-office integration activities.
- Advised China’s commercial leadership on organizational change management, commercial leadership roles and responsibilities, prioritization of sales talent assessments, rationalization of sales operations reporting and governance, competitor impact analysis and acceleration of sales force automation capabilities.

Senior Director, Global & Information Security (2013 – 2015) *Selected as Hershey’s first Chief Information Security Officer while maintaining responsibilities for physical security and crisis management.*

- Global security and crisis management capability awarded third place among global peers in the 2015 Security 500 Rankings.
- Designed and implemented three-year strategy for information security architecture, governance, risk, compliance and cyber-defense; program results strongly endorsed by former Secretary of Homeland Security Thomas J. Ridge in multiple forums inside and outside of the company.
- Integrated IS disaster recovery/incident response capabilities with enterprise crisis management capabilities; led crisis response and systems remediation during two systems intrusions and multiple cyber-extortion attempts. ▪ Presented semi-annual program updates to Board of Directors, CEO and C-suite.

MATTHEW F. RYAN RESUME 2 of 4

- Led cross-functional team to design, build and implement the first IS career architecture program. ▪ Under direction of the Vice President of Ethics & Compliance, established internal investigations policy, workflow and decision rights.
 - Participated in governance of Ethics Hotline.

- Served on enterprise Ethics Committee.
- Assisted in rewrite of Code of Ethical Business Conduct and training program.
- Conducted investigations into alleged ethics violations involving senior leaders.

Director, Global Security (2007 – 2013) Led a team of 12 employees and 250 contractors.

- Created an industry-leading global security and crisis management capability; created and facilitated crisis exercises for flight operations, retail facilities, manufacturing plants and corporate offices.
- Provided consultation to U.S. Food and Drug Administration on applying vulnerability management principles to chocolate manufacturing in advance of the U.S. Food Safety Modernization Act promulgation; designed and led implementation of food defense capabilities in manufacturing, leveraging the CARVER + Shock methodology.
- Managed crisis events globally involving natural disasters, labor strikes, large-scale protests, explosions, terrorist attacks, kidnappings and hostile terminations.
- Conducted background investigations and due diligence on all incoming Board of Directors and C-suite executives. ▪ Conducted due diligence on target companies and operating environments in the U.S., Mexico, China, Malaysia, Singapore, Philippines, Russia, Ukraine, Côte d'Ivoire and Ghana.

Information Network Associates, Harrisburg, PA 2003 – 2007 Information Network Associates provides investigative and security services for government entities, private corporations and individuals around the world, including corporate investigations, business intelligence, computer forensics, background checks, executive protection and other security services.

Chief Operating Officer

- Created business strategy, led business development and managed all lines of business, including Human Resources, Finance and IT support functions.
- Delivered 400% top-line growth in five years.
- Designed and implemented a predictive risk analytics capability; led proposal, marketing and sales activities to win commercial contracts with 10 Fortune 500 pharmaceutical companies.
- Designed and implemented a government services capability; led proposal, marketing and sales activities to win government contracts with Department of the Air Force, Department of the Army, Federal Emergency Management Agency (FEMA) and Federal Communications Commission.
- Cited by FEMA as providing best-in-class security services during natural disaster recovery operations.

La Salle University, Philadelphia, PA 2006 – 2012 Adjunct Professor

Created and delivered digital forensics curriculum and laboratory exercises to students seeking professional certification or graduate degree.

General Dynamics Corporation, Thousand Oaks, CA, and Omaha, NE 1998 – 2003 With more than \$36 billion in revenue and nearly 99,000 employees, General Dynamics (NYSE: GD) is the world's fifth-largest defense contractor.

Chief Technical Lead & Program Manager (2001 – 2003) Database Engineer & Administrator, Verizon & General Dynamics (2000 – 2001) Field Systems Engineer, GTE Government Systems (1998 – 2000)

Vance International, Oakton, VA; McLean, VA; Pittsburgh, PA; Scottsdale, AZ; Beverly Hills, CA 1993 – 1998 Vance International provides executive protection, uniformed protection, investigations, due diligence, crisis management and training, among other security services.

Executive Protection Leader

Led executive protection teams assigned to members of the Saudi Royal Family during their visits to the U.S.; provided personal protection to the families of the Saudi Deputy Minister of the Interior, Saudi Ambassador to the U.S. and Governor of Riyadh.

MATTHEW F. RYAN RESUME 3 of 4

Anne Arundel County Police Department, Millersville, MD 1995 – 1996 Police Officer

Nationwide Information Services, Harrisburg, PA 1992 – 1993 Investigator

United States Army 1988 – 1992 Watch Officer & Systems Controller, Schofield Barracks, Oahu, HI (1990 – 1992) Battalion Security Officer, Pyeongtaek, Republic of Korea (1988 – 1990)

EDUCATION

Bowie State University, Harrogate, UK

Master of Science, Management Information Systems, 1999

University of Notre Dame, Notre Dame, IN

Bachelor of Arts, Government (Minor in Russian), 1988

United States Army

Ranger School, 1989

Officer Basic Course, Fort Huachuca, AZ, 1988 – 1989

Airborne School, 1985

VOLUNTEER EXPERIENCE

Salute (veteran and military-affiliated) **Employee Resource Group, Aramark:** Co-chairman

Children's Miracle Network Fundraising Committee, The Hershey Company: Past Executive Chair

Notre Dame Club of Harrisburg: Past President

InfraGard Central Pennsylvania Members Alliance: Past President

HONORS

Recognized in Central Penn Business Journal's Top Forty Under 40, 2005

Coversheet

CEO's Report

Section: V. Oral Reports
Item: A. CEO's Report
Purpose:
Submitted by:
Related Material: Monthly School Report (1) (1).pdf

MONTHLY SCHOOL REPORT

School & Date Selection

School

Reach Cyber Charter School 

Report Date

February 28, 2023 

Currently Enrolled

7265

Total YTD Enrolled

8434

Enrollment Services Complete (Stage 4)

9263



This visual does not support exporting.

Reach Cyber Charter School

February 28, 2023

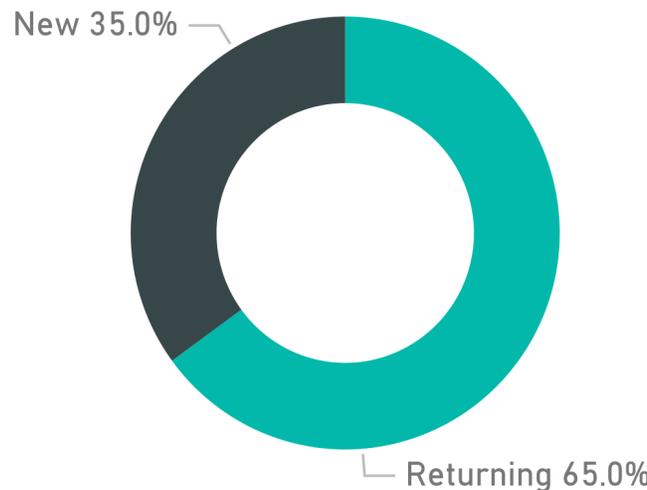
Current Enrollment Month-Over-Month Change

-1%

Current Enrollment Year-Over-Year Change

-4%

New and Returning

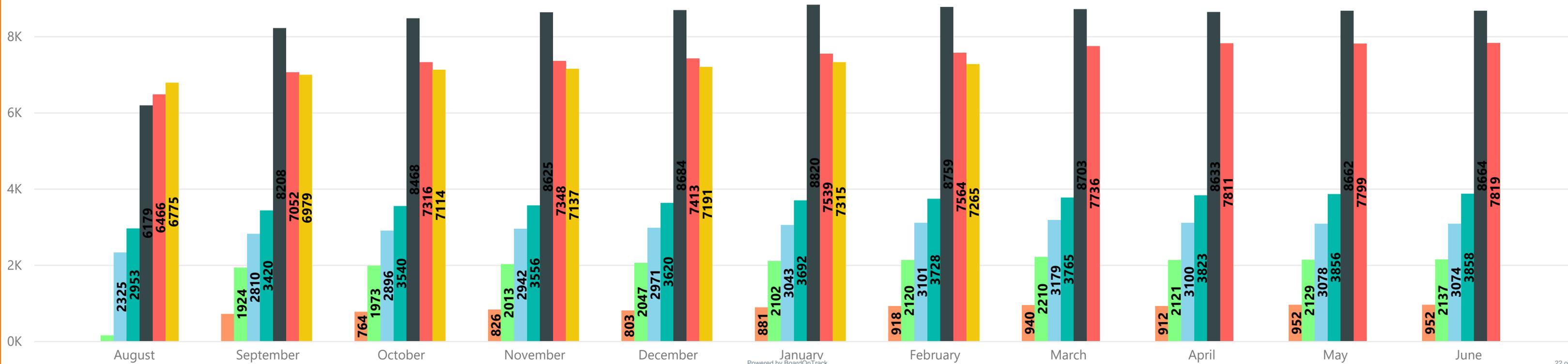


New and Returning Prior Year



Monthly Student Current Enrollment Comparison

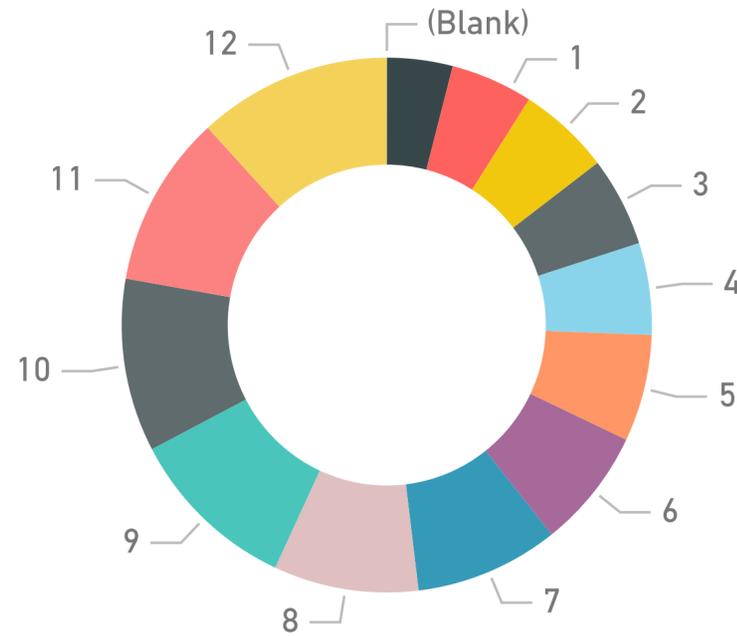
schoolYear ● 2016-2017 ● 2017-2018 ● 2018-2019 ● 2019-2020 ● 2020-2021 ● 2021-2022 ● 2022-2023



Reach Cyber Charter School

February 28, 2023

Enrolled Students by Final Grade



Enrolled Students Prior Year by Final Grade



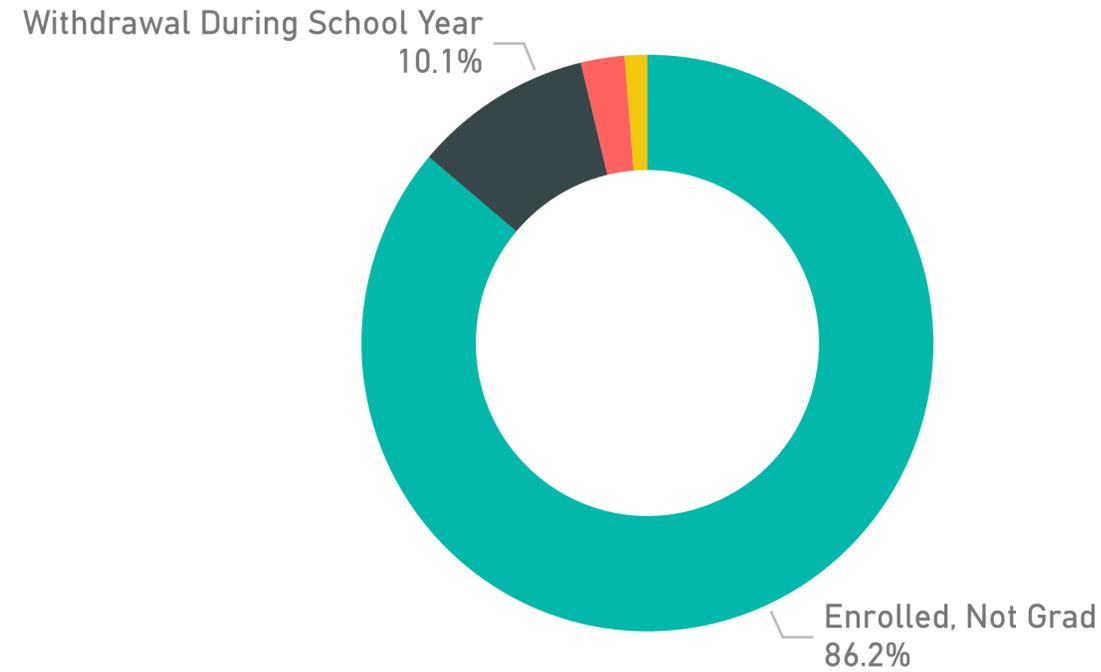
Grade Distribution

ReportPeriod	SameMonthPriorYear		PriorEOY		LastMonth		CurrentMonth	
GradeDistribution	Students	%CT Students	Students	%CT Students	Students	%CT Students	Students	%CT Students
PK-2	1413	19%	1424	18%	1061	15%	1062	15%
KG	423	6%	423	5%	290	4%	290	4%
1	529	7%	529	7%	365	5%	364	5%
2	461	6%	472	6%	406	6%	408	6%
3-5	1473	19%	1499	19%	1251	17%	1266	17%
3	446	6%	454	6%	386	5%	393	5%
4	493	7%	504	6%	405	6%	403	6%
5	534	7%	541	7%	460	6%	470	6%
6-8	1812	24%	1899	24%	1778	24%	1806	25%
6	601	8%	634	8%	530	7%	528	7%
7	585	8%	613	8%	626	9%	636	9%
8	626	8%	652	8%	622	9%	642	9%
9-12	2866	38%	2997	38%	3223	44%	3130	43%
9	767	10%	137	2%	762	10%	756	10%
10	769	10%	719	9%	766	10%	760	10%
11	653	9%	756	10%	750	10%	757	10%
12	677	9%	1385	18%	945	13%	857	12%
Total	7564	100%	7819	100%	7313	100%	7264	100%

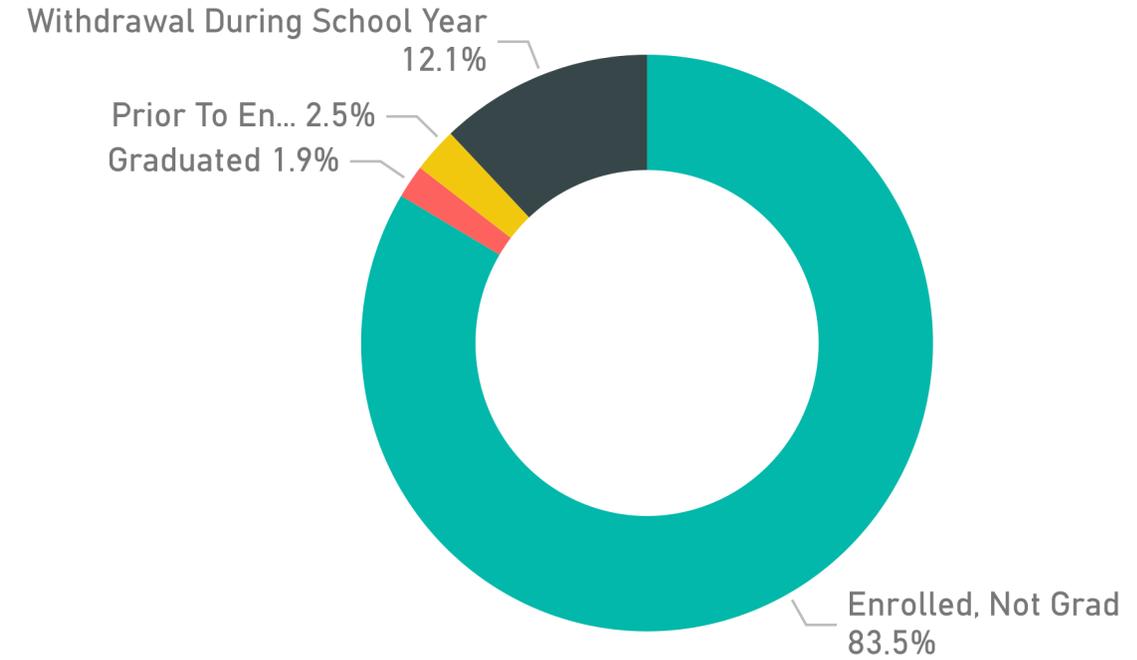
Reach Cyber Charter School

February 28, 2023

Total YTD Enrollment by Withdrawal Category



Total YTD Enrollment Prior Year by Withdrawal Category



Total YTD Enrollment

ReportPeriod Withdrawal Category	SameMonthPriorYear		PriorEOY		LastMonth		CurrentMonth	
	Student Count	%CT Student Count	Student Count	%CT Student Count	Student Count	%CT Student Count	Student Count	%CT Student Count
Enrolled, Not Grad	7576	84%	7819	82%	7325	88%	7267	86%
Graduated	170	2%	171	2%	114	1%	208	2%
Prior To Engagement	231	3%	235	2%	108	1%	108	1%
Withdrawal During School Year	1095	12%	1298	14%	732	9%	851	10%
Total	9072	100%	9523	100%	8279	100%	8434	100%

Enrollment Services Complete (Stage 4)

9263

Reach Cyber Charter School

February 28, 2023

Withdrawal Reason

WD Reason	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
	19	27	24	25
Another Reason	41	45	12	12
Deceased		4		1
Different/Better Schooling Option (Not related to socialization)	477	550	272	315
Generally dissatisfied with curriculum/course options	2	5	6	6
Inactivity	139	152	67	85
No longer able to provide a Learning Coach	41	45	11	14
No Reason Given	12	13	9	10
Program not flexible enough	6	6	41	45
Program takes too much of Learning Coach's time	28	37	14	17
Program takes too much of student's time	4	6	3	3
Pursuing GED	12	23	26	32
Student wants more socialization	135	156	83	92
Technical Difficulties	2	3	4	4
The curriculum is too hard	21	23	8	10
Transition to virtual school too difficult	20	26	32	34
Unhappy with the school	1	2	1	2
We are moving	114	146	83	104
We have chosen to home school	21	29	36	40

My student wants to return t... We are ...



Reach Cyber Charter School

February 28, 2023

Household Data

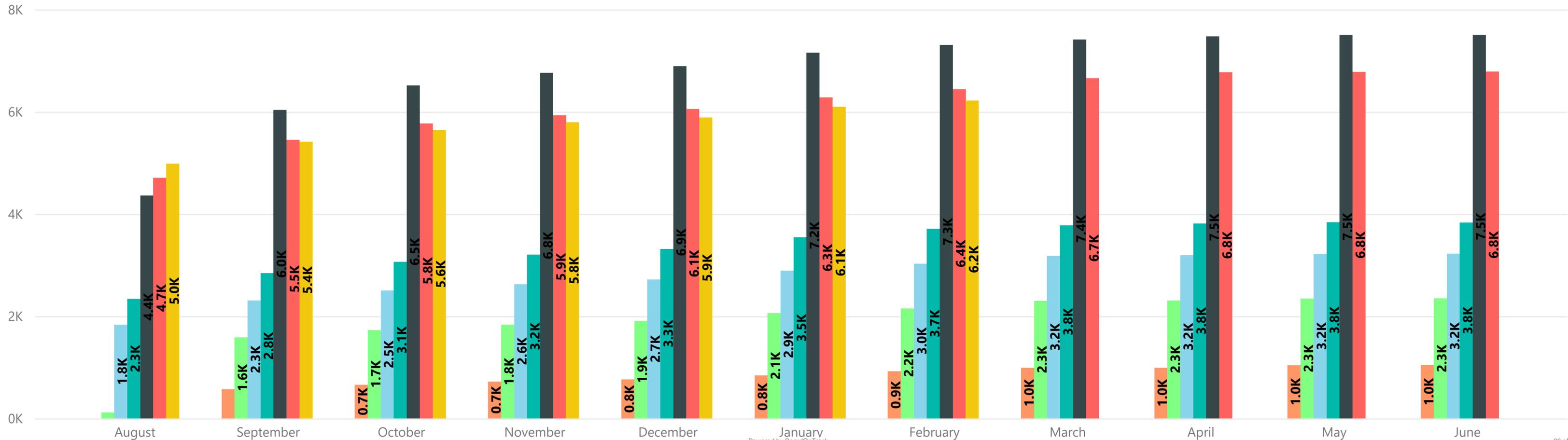
Household Data	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
Active	5405	5622	5422	5400
Graduated	171	172	112	204
Not Returning		0		
WD During School Year	868	1020	589	681
WD Prior To Engagement	194	198	95	95

Students Per Active Household

SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
1.40	1.39	1.35	1.35

Monthly Total Households

schoolYear ● 2016-2017 ● 2017-2018 ● 2018-2019 ● 2019-2020 ● 2020-2021 ● 2021-2022 ● 2022-2023



Reach Cyber Charter School

February 28, 2023

Ethnicity

Ethnicity	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
Hispanic or Latino	1115	1161	1144	1142
Not Hispanic or Latino	6447	6656	6171	6123

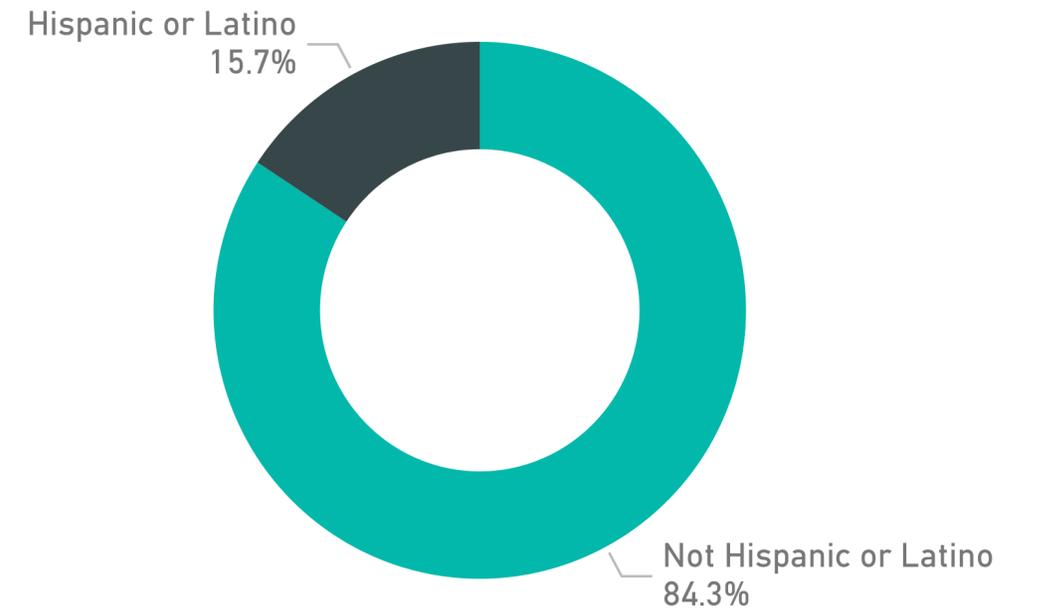
Race

Race	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
American Indian or Alaskan Native	281	288	287	288
Asian	153	157	161	160
Black/African American	2559	2689	2560	2580
Native Hawaiian or Other Pacific Islander	122	125	110	109
White	5269	5395	5028	4960

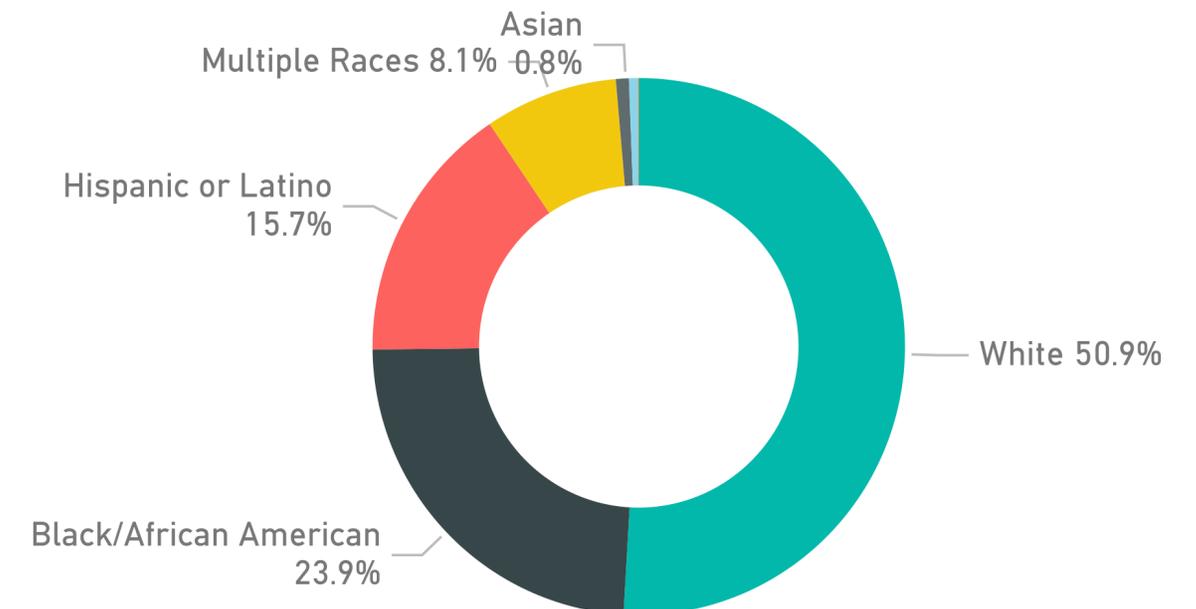
Distinct Race/Ethnicity

Distinct Race/Ethnicity	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
American Indian or Alaskan Native	38	40	38	38
Asian	61	63	59	57
Black/African American	1721	1824	1724	1737
Hispanic or Latino	1115	1161	1144	1142
Multiple Races	586	591	585	587
Native Hawaiian or Other Pacific Islander	7	7	5	5
Not Indicated	2	2		
White	4034	4131	3760	3699

Enrolled Students by Ethnicity



Enrolled Students by Distinct Race/Ethnicity



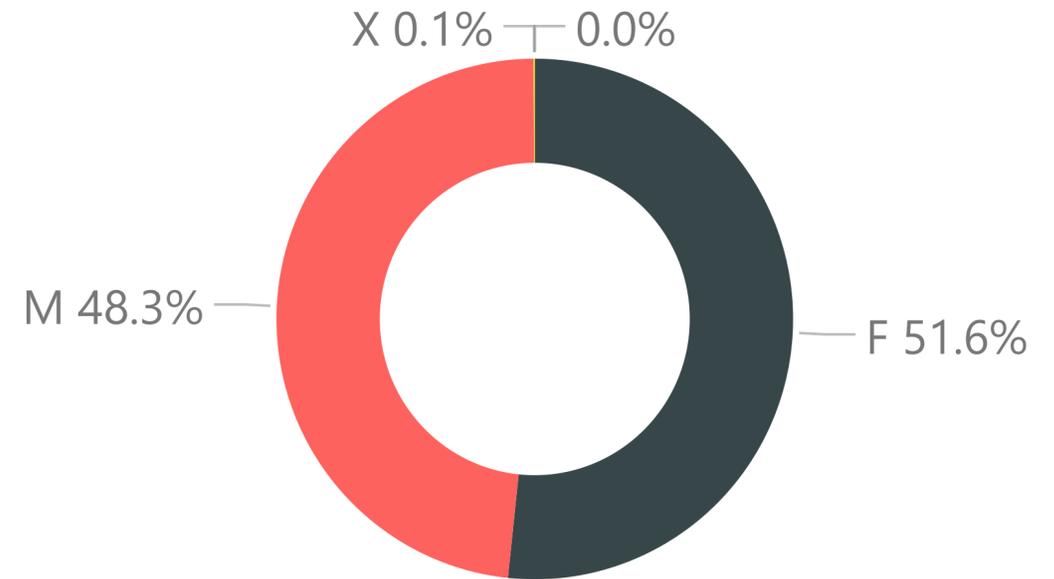
Reach Cyber Charter School

February 28, 2023

Gender

Gender	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
	2	2	1	1
F	3814	3945	3791	3752
M	3745	3870	3517	3506
X	3	2	6	6

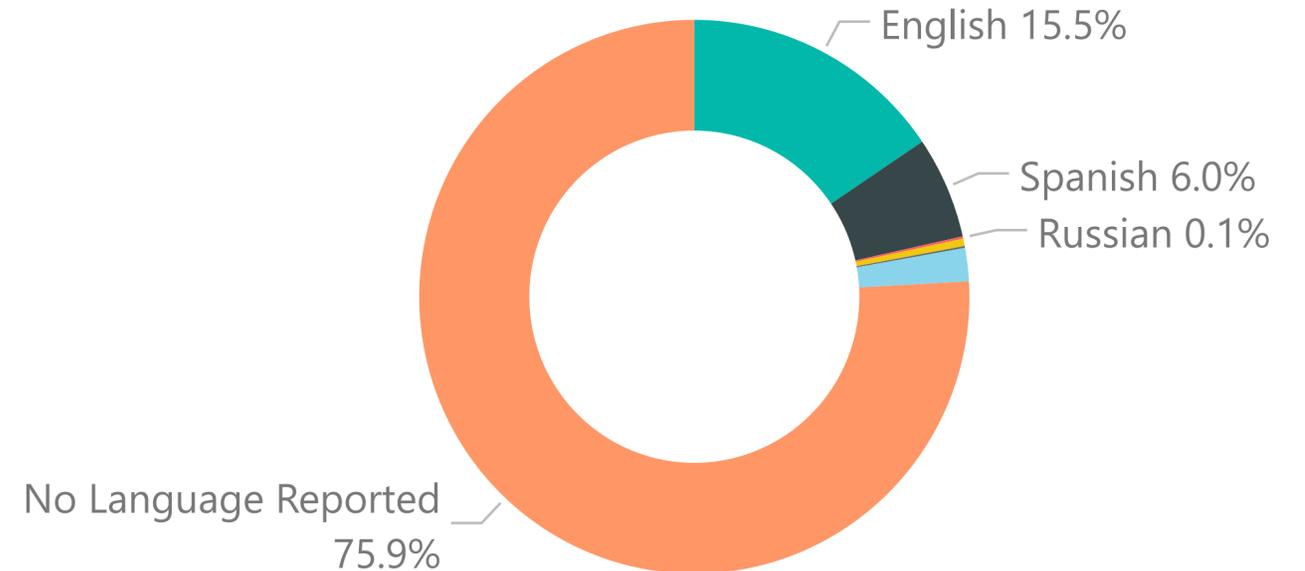
Enrolled Students by Gender



Primary Language

Home Language	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
English	1181	1223	1142	1129
Spanish	414	423	430	433
Russian	7	7	10	10
Arabic	38	38	29	31
Urdu	8	9	8	8
Another Language	170	177	134	141
No Language Reported	5746	5942	5562	5513

Enrolled Students by Language



Reach Cyber Charter School

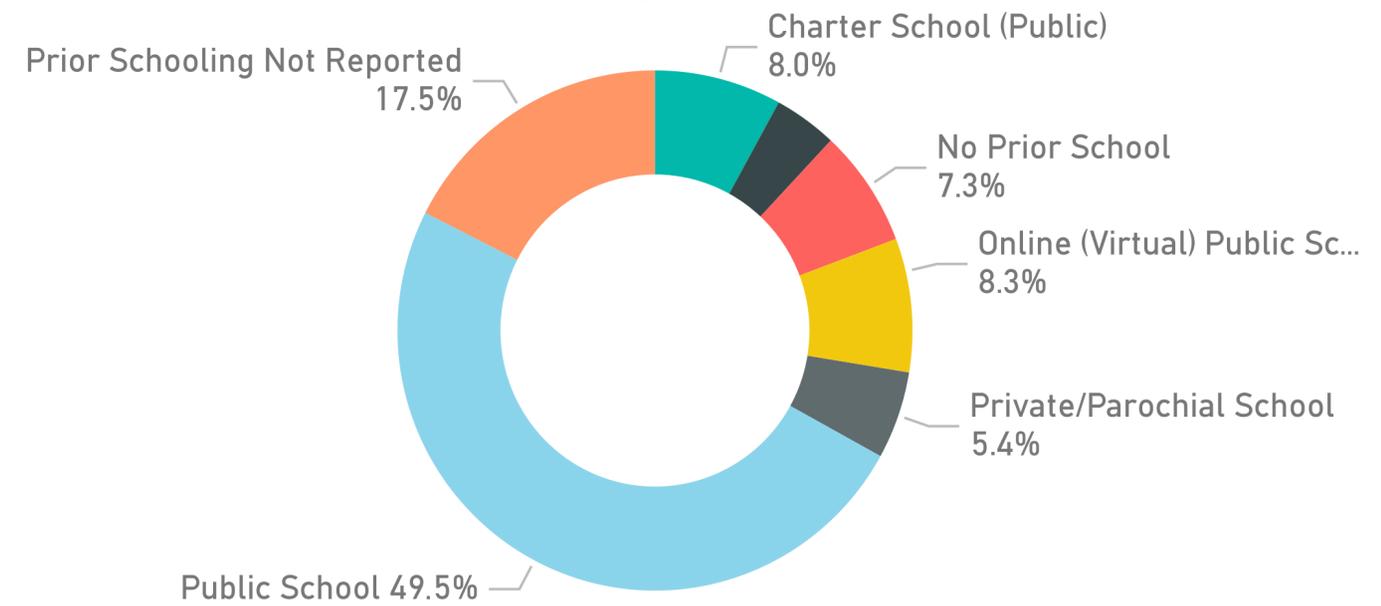
February 28, 2023

Prior Schooling

Prior Schooling	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
Charter School (Public)	632	675	576	580
Home School	310	327	289	289
No Prior School	673	663	535	531
Online (Virtual) Public School	749	752	617	604
Private/Parochial School	530	547	395	395
Public School	4177	4367	3611	3593
Prior Schooling Not Reported	493	488	1292	1273

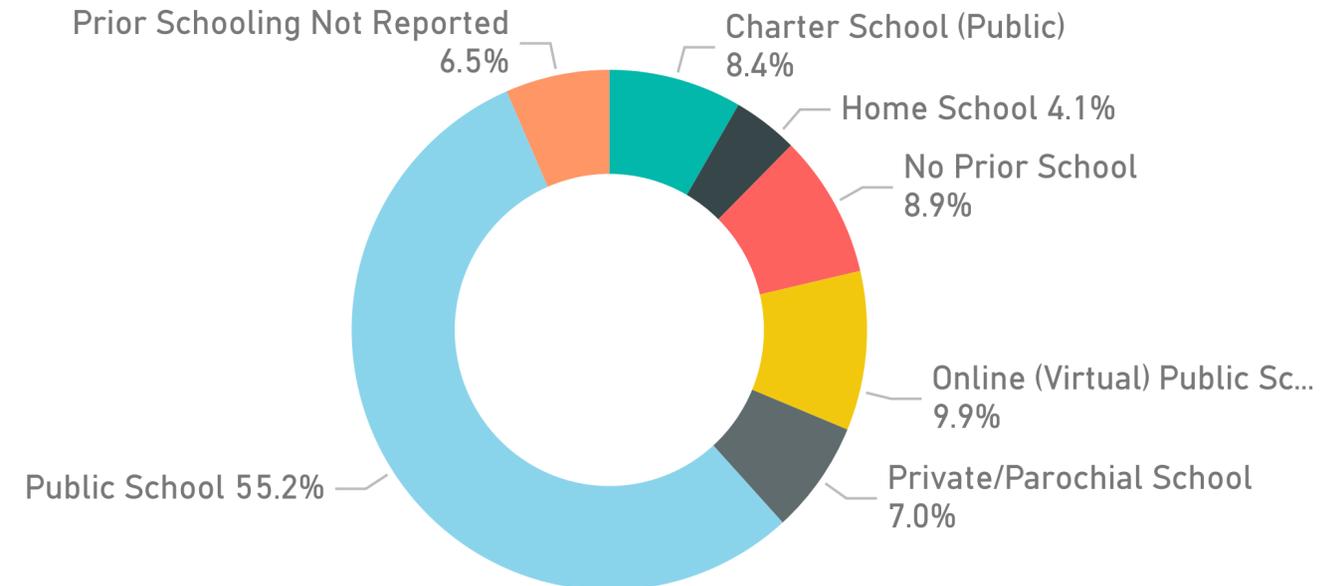
Prior Schooling

February 28, 2023



Prior Schooling

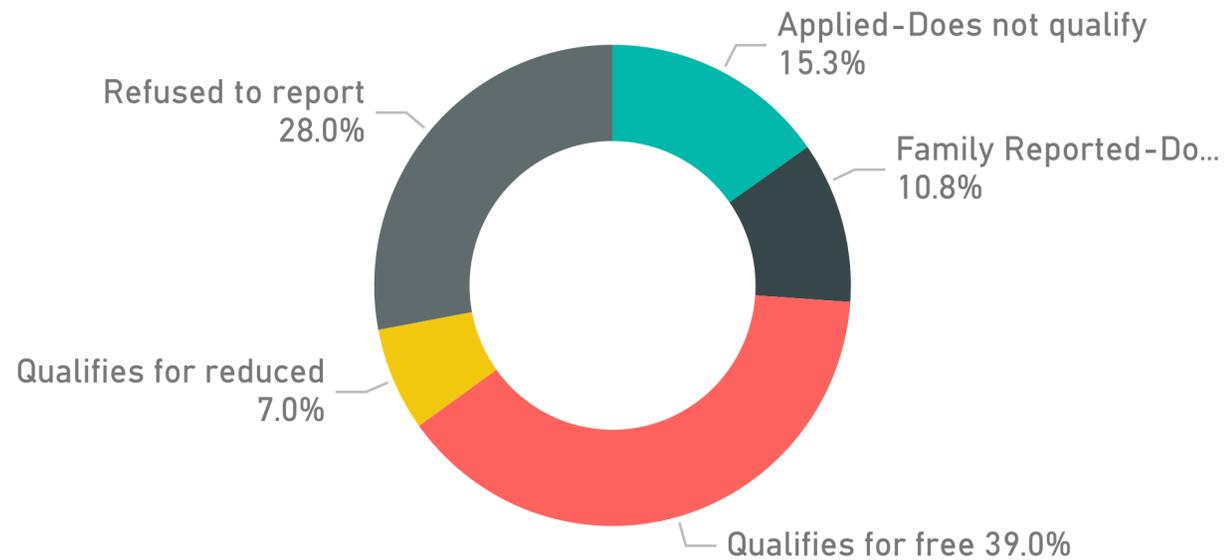
February 28, 2022



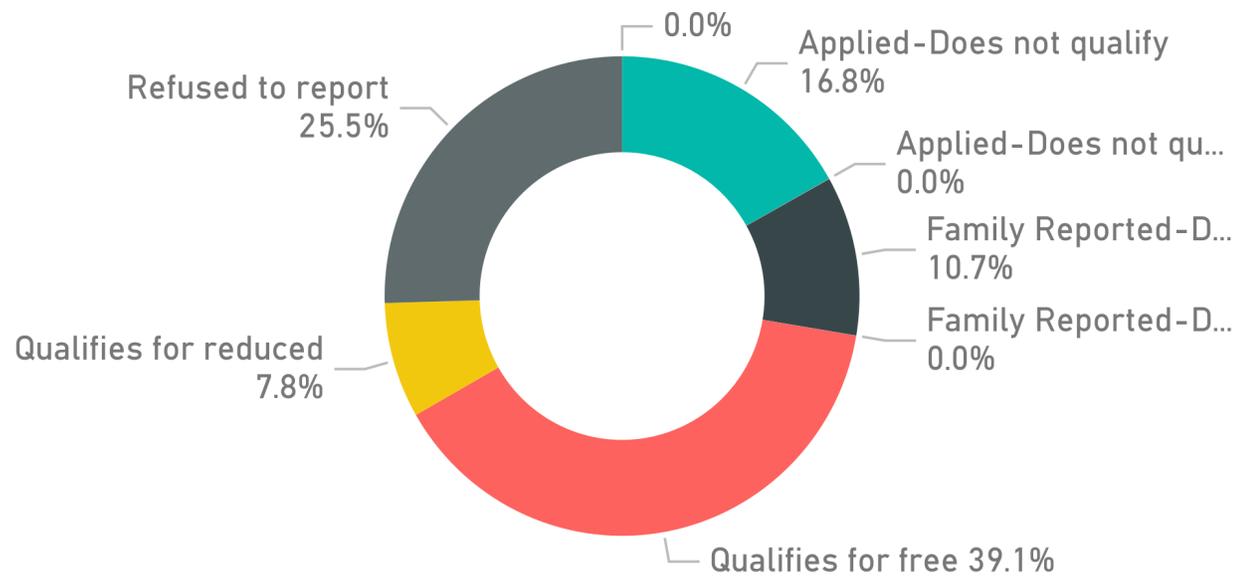
Reach Cyber Charter School

February 28, 2023

FARM Eligibility February 28, 2023

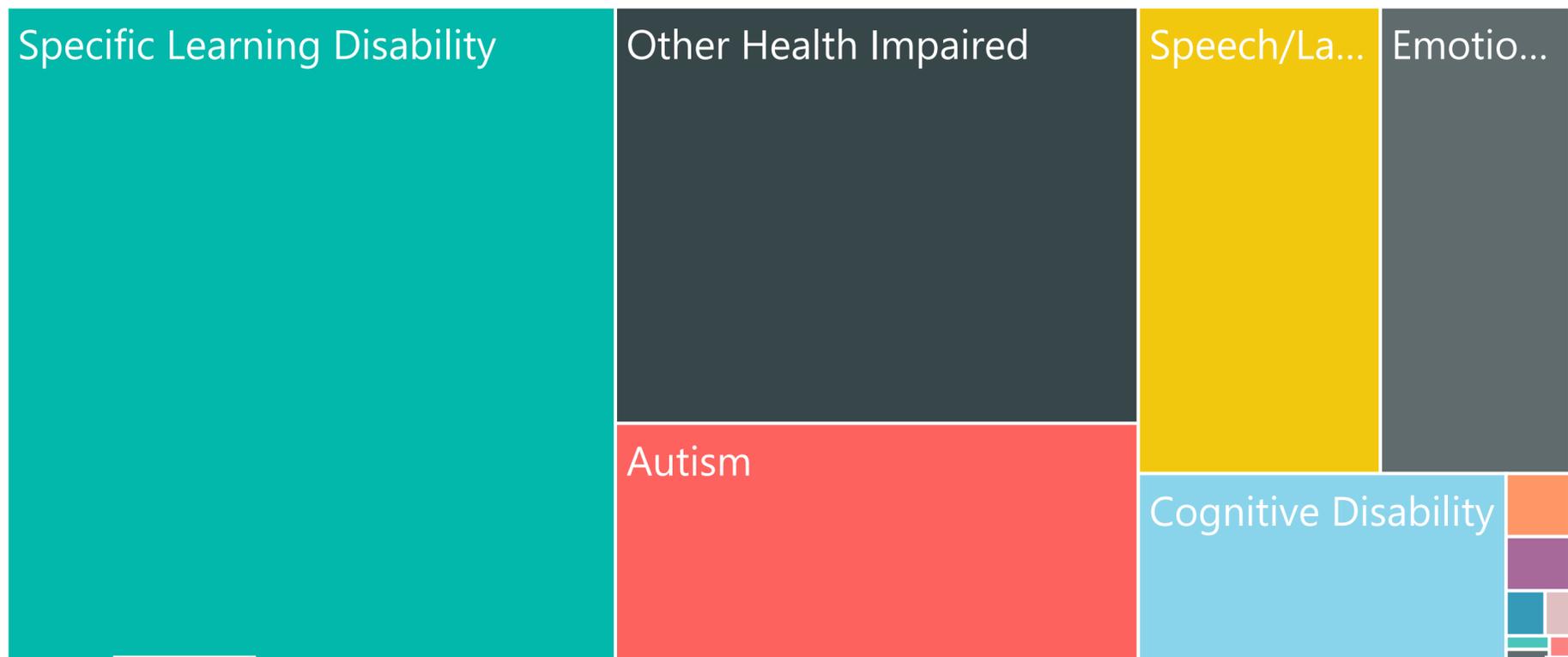


FARM Eligibility February 28, 2022



Disability

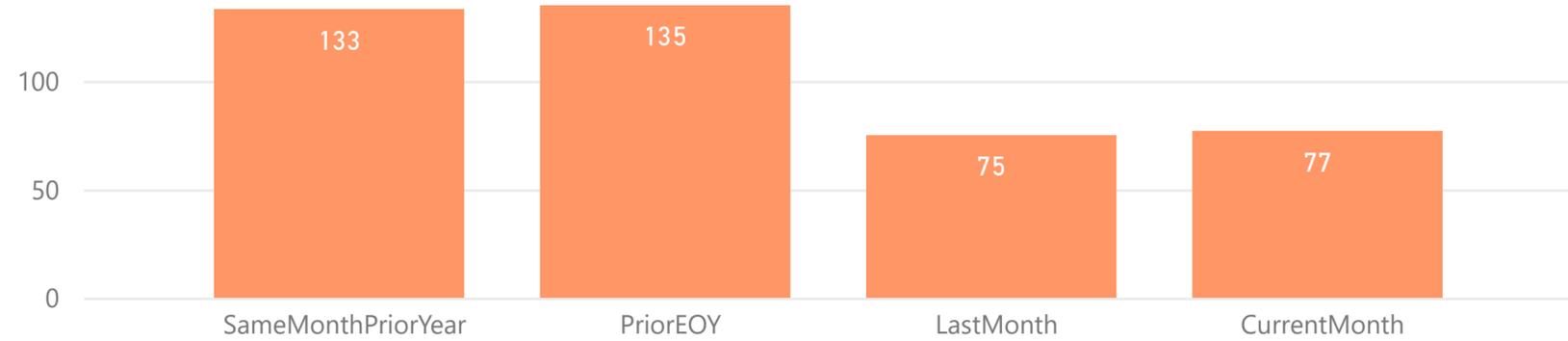
Disability	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
Autism	200	214	217	214
Cognitive Disability	97	106	118	119
Developmentally Delayed				1
Emotionally Impaired	139	151	154	152
Hearing Impaired	7	6	7	7
Multiple Disabilities	2	2	5	6
Other	3	5	1	2
Other Health Impaired	334	384	373	372
Physical Disability	1	1	1	1
Specific Learning Disability	686	738	699	682
Speech/Language Impaired	185	216	189	193
Traumatic Brain Injury	3	3	1	1
Visually Impaired	3	4	3	3



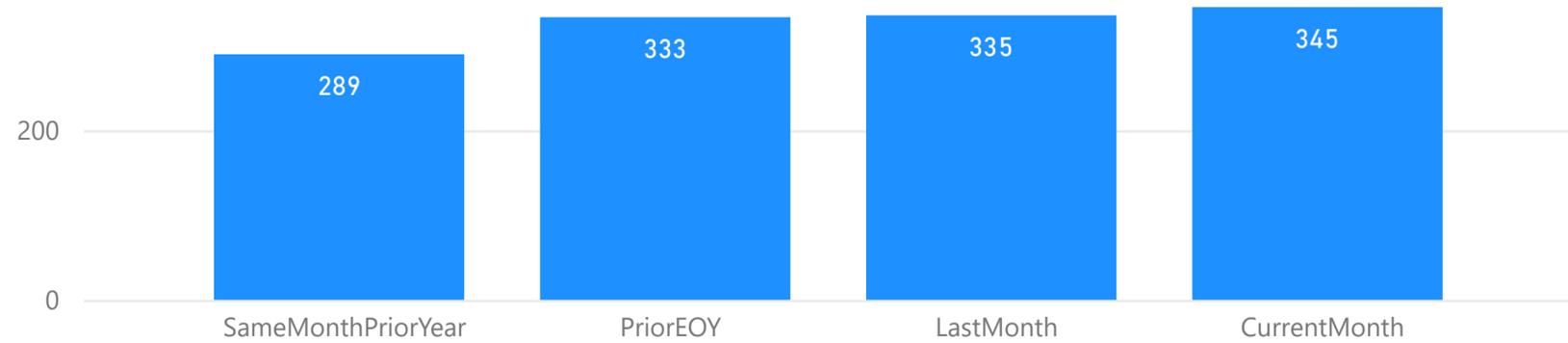
Reach Cyber Charter School

February 28, 2023

Gifted



Plan504



IEP



Currently Enrolled

7265

Gifted

1%

Plan504

5%

IEP

24%

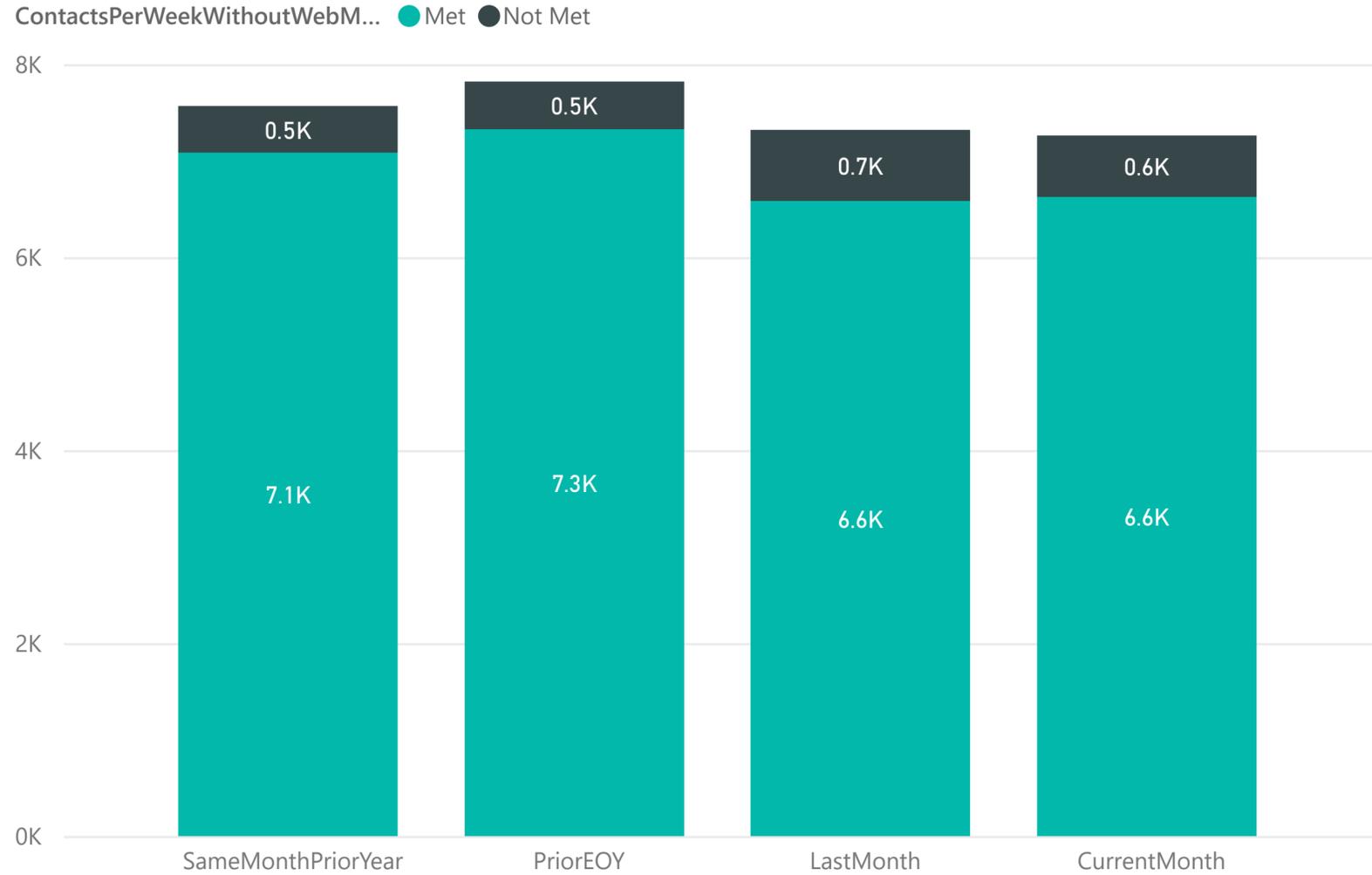
Not in Special Population

71%

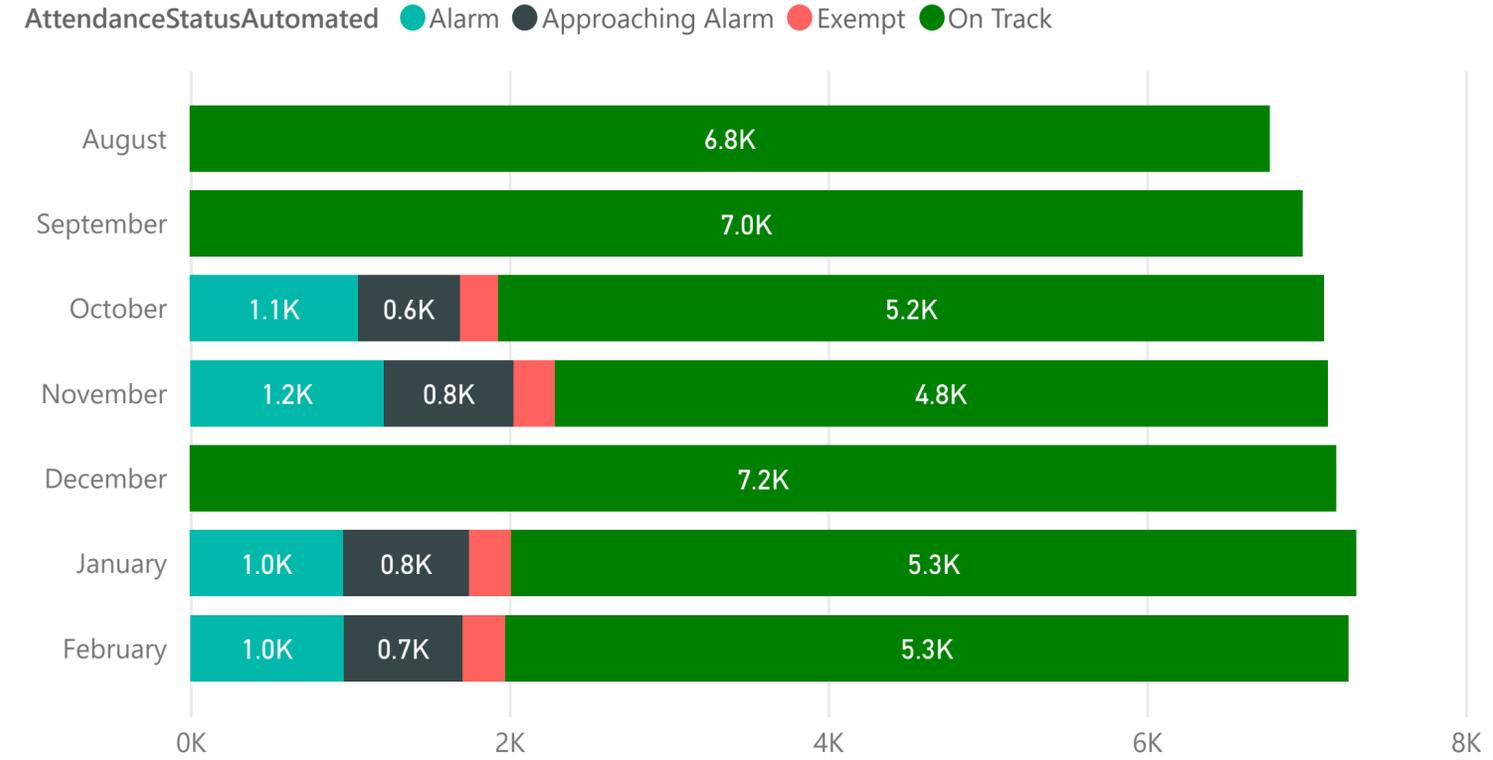
Reach Cyber Charter School

February 28, 2023

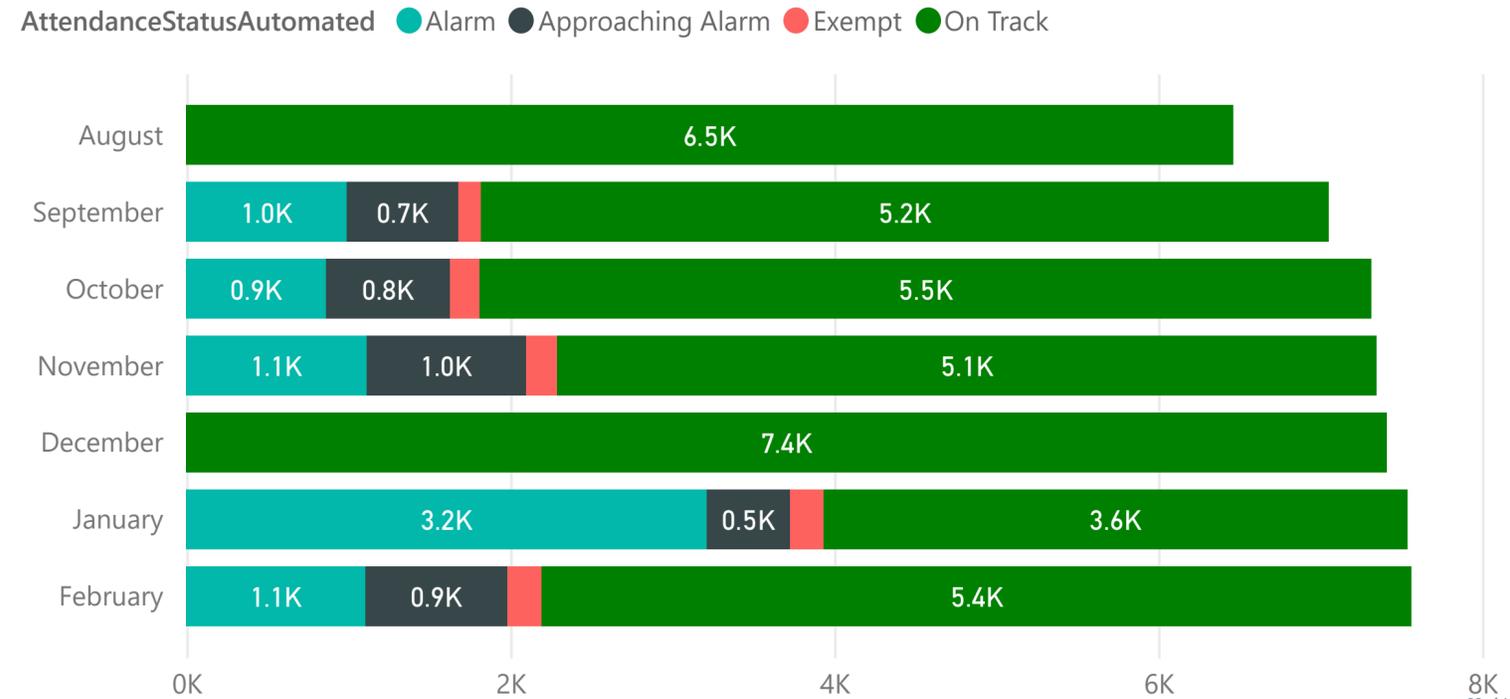
Contacts Per Week



School Year: 2022-2023



School Year: 2021-2022



Currently Enrolled

7265

Reach Cyber Charter School

February 28, 2023

Average Participation

GradeDistribution	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
PK-2	107%	93%	100%	104%
3-5	108%	97%	100%	112%
6-8	91%	97%	100%	90%
9-12	83%	99%	100%	83%
Total	94%	97%	100%	93%

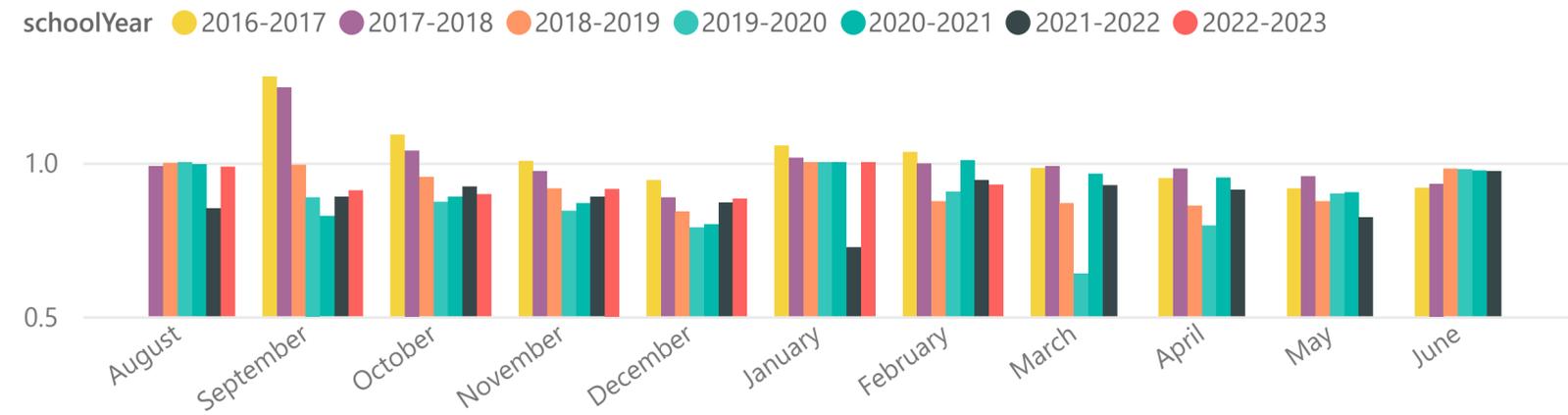
Average Performance

GradeDistribution	SameMonthPriorYear	LastMonth	CurrentMonth
PK-2	84%	84%	83%
3-5	81%	83%	84%
6-8	78%	82%	76%
9-12	74%	75%	69%
Total	78%	79%	76%

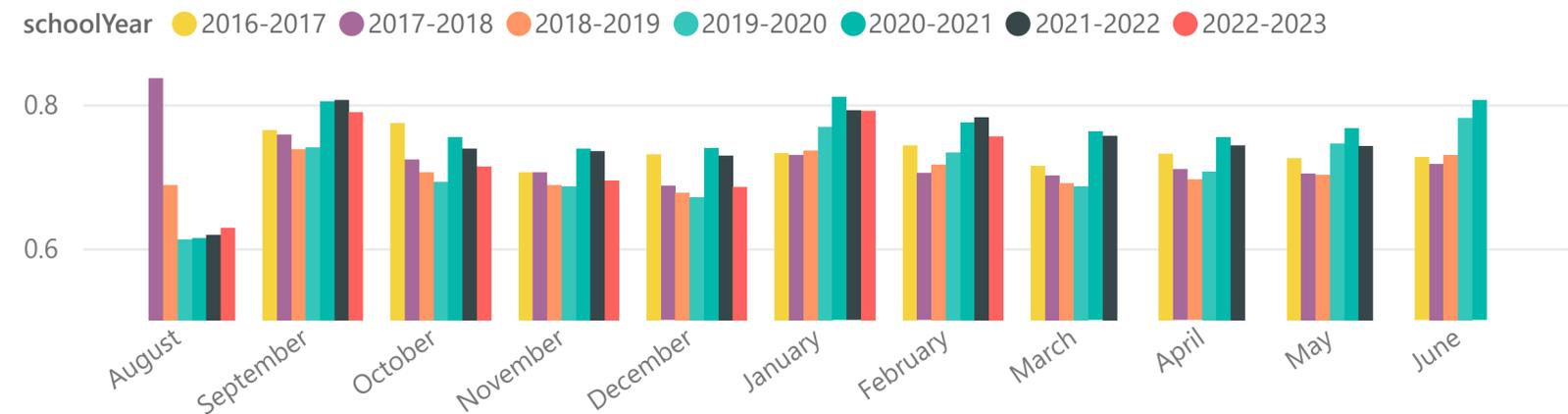
Average Attendance

GradeDistribution	SameMonthPriorYear	PriorEOY	LastMonth	CurrentMonth
PK-2	105%	101%	100%	100%
3-5	106%	101%	99%	99%
6-8	108%	101%	100%	99%
9-12	103%	96%	95%	94%
Total	105%	99%	98%	97%

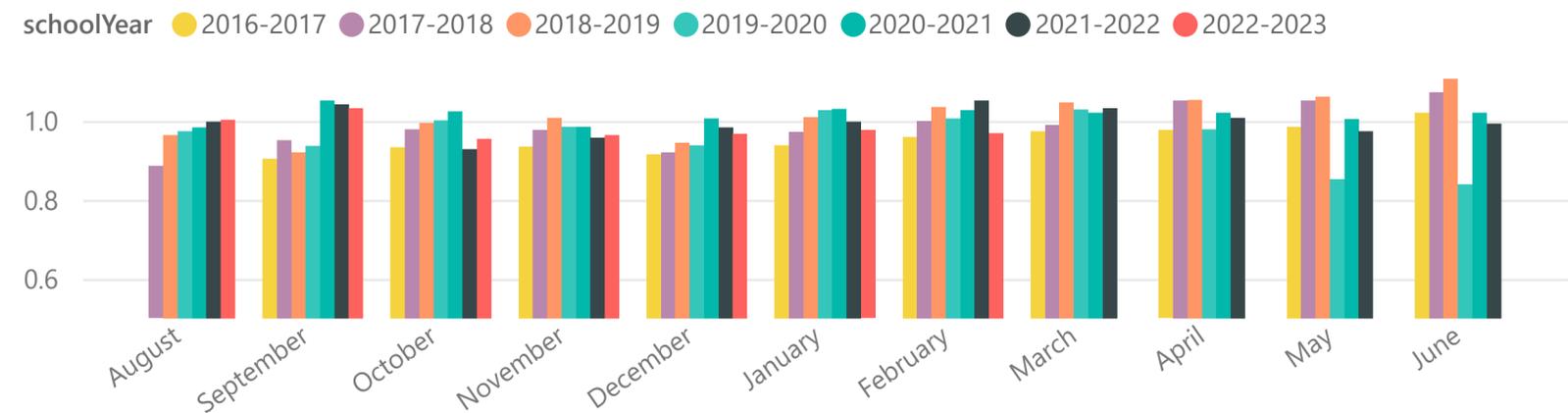
Average Total Participation



Average Total Performance



Average Total Attendance



Currently Enrolled
7265

Total YTD Enrolled
8434

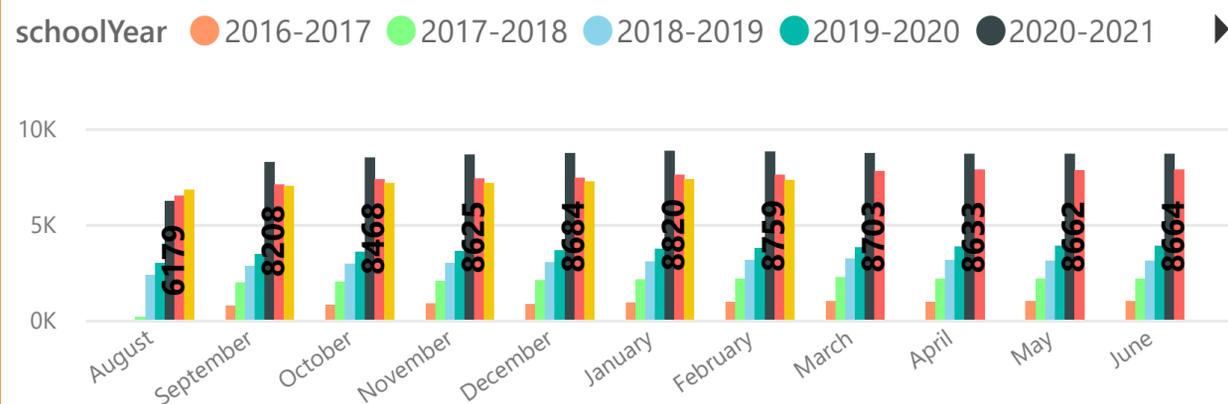
Reach Cyber Charter School
February 28, 2023

Current Enrollment Month-Over-Month Change
-1%

Enrollment Services Complete (Stage 4)
9263

Current Enrollment Year-Over-Year Change
-4%

Monthly Student Current Enrollment Comparison



Total YTD Enrollment

ReportPeriod	SameMonthPriorYear	CurrentMonth		
Withdrawal Category	Student Count	%CT Student Count	Student Count	%CT Student Count
Enrolled, Not Grad	7576	84%	7267	86%
Graduated	170	2%	208	2%
Prior To Engagement	231	3%	108	1%
Withdrawal During School Year	1095	12%	851	10%
Total	9072	100%	8434	100%

New & Returning

ReportPeriod	SameMonthPriorYear	CurrentMonth		
New or Returning	Students	%CT Students	Students	%CT Students
New	3177	42.00%	2546	35.04%
Returning	4387	58.00%	4719	64.96%

Household Data

Household Data	SameMonthPriorYear	CurrentMonth
Active	5405	5400
Graduated	171	204
WD During School Year	868	681
WD Prior To Engagement	194	95

Students Per Active Household

SameMonthPriorYear	CurrentMonth
1.40	1.35

Grade Distribution

ReportPeriod	SameMonthPriorYear	CurrentMonth		
GradeDistribution	Students	%CT Students	Students	%CT Students
PK-2	1413	19%	1062	15%
KG	423	6%	290	4%
1	529	7%	364	5%
2	461	6%	408	6%
3-5	1473	19%	1266	17%
3	446	6%	393	5%
4	493	7%	403	6%
5	534	7%	470	6%
6-8	1812	24%	1806	25%
6	601	8%	528	7%
7	585	8%	636	9%
8	626	8%	642	9%
9-12	2866	38%	3130	43%
9	767	10%	756	10%
10	769	10%	760	10%
11	653	9%	757	10%
12	677	9%	857	12%
Total	7564	100%	7264	100%

Withdrawal Reason

Withdrawal Reason	SameMonthPriorYear
Applying for next year	
Deceased	
Enrollment was intended to be short term and is no longer needed for my student.	
Generally dissatisfied with curriculum/course options	
Inactivity/Lack of Attendance	
My student is pursuing GED	
My student wants to return to a traditional school setting for other (non-socialization related) reasons.	
My student wants to return to a traditional school setting for socialization reasons.	
No reason provided	
Other Completer	
Technical Difficulties	
The curriculum is too easy.	
The curriculum is too hard.	
The program takes too much of the Learning Coach's time.	
The program takes too much of the student's time.	
The program/schedule is not flexible enough.	

Reach Cyber Charter School
February 28, 2023

Gender		
Gender	SameMonthPriorYear	CurrentMonth
	2	1
F	3814	3752
M	3745	3506
X	3	6

Primary Language		
Home Language	SameMonthPriorYear	CurrentMonth
English	1181	1129
Spanish	414	433
Russian	7	10
Arabic	38	31
Urdu	8	8
Another Language	170	141
No Language Reported	5746	5513

Disability		
Disability	SameMonthPriorYear	CurrentMonth
Autism	200	214
Cognitive Disability	97	119
Developmentally Delayed		1
Emotionally Impaired	139	152
Hearing Impaired	7	7
Multiple Disabilities	2	6
Other	3	2
Other Health Impaired	334	372
Physical Disability	1	1
Specific Learning Disability	686	682
Speech/Language Impaired	185	193
Traumatic Brain Injury	3	1
Visually Impaired	3	3

Gifted		
Gifted	SameMonthPriorYear	CurrentMonth
Yes	133	77

Plan 504		
Plan504	SameMonthPriorYear	CurrentMonth
504	289	345

IEP		
IEP	SameMonthPriorYear	CurrentMonth
IEP	1666	1739

Gifted	Plan504
1%	5%
IEP	Not in Special Population
24%	71%

Ethnicity		
Ethnicity	SameMonthPriorYear	CurrentMonth
Hispanic or Latino	1115	1142
Not Hispanic or Latino	6447	6123

Distinct Race/Ethnicity		
Distinct Race/Ethnicity	SameMonthPriorYear	CurrentMonth
American Indian or Alaskan Native	38	38
Asian	61	57
Black/African American	1721	1737
Hispanic or Latino	1115	1142
Multiple Races	586	587
Native Hawaiian or Other Pacific Islander	7	5
Not Indicated	2	
White	4034	3699

Race		
Race	SameMonthPriorYear	CurrentMonth
American Indian or Alaskan Native	281	288
Asian	153	160
Black/African American	2559	2580
Native Hawaiian or Other Pacific Islander	122	109
White	5269	4960

Household FARM Eligibility		
HouseholdFARMEligibility	SameMonthPriorYear	CurrentMonth
Applied-Does not qualify	1004	
Applied-Does not qualify,Family Reported-Does not qualify	1	
Applied-Does not qualify,Refused to report	1	
Family Reported-Does not qualify	663	
Family Reported-Does not qualify,Applied-Does not qualify	1	
Qualifies for free	2238	
Qualifies for reduced	449	
Refused to report	1516	

Prior Schooling		
Prior Schooling	SameMonthPriorYear	CurrentMonth
Charter School (Public)	632	580
Home School	310	289
No Prior School	673	531
Online (Virtual) Public School	749	604
Private/Parochial School	530	395
Public School	4177	3593
Prior Schooling Not Reported	493	1273

Reach Cyber Charter School February 28, 2023

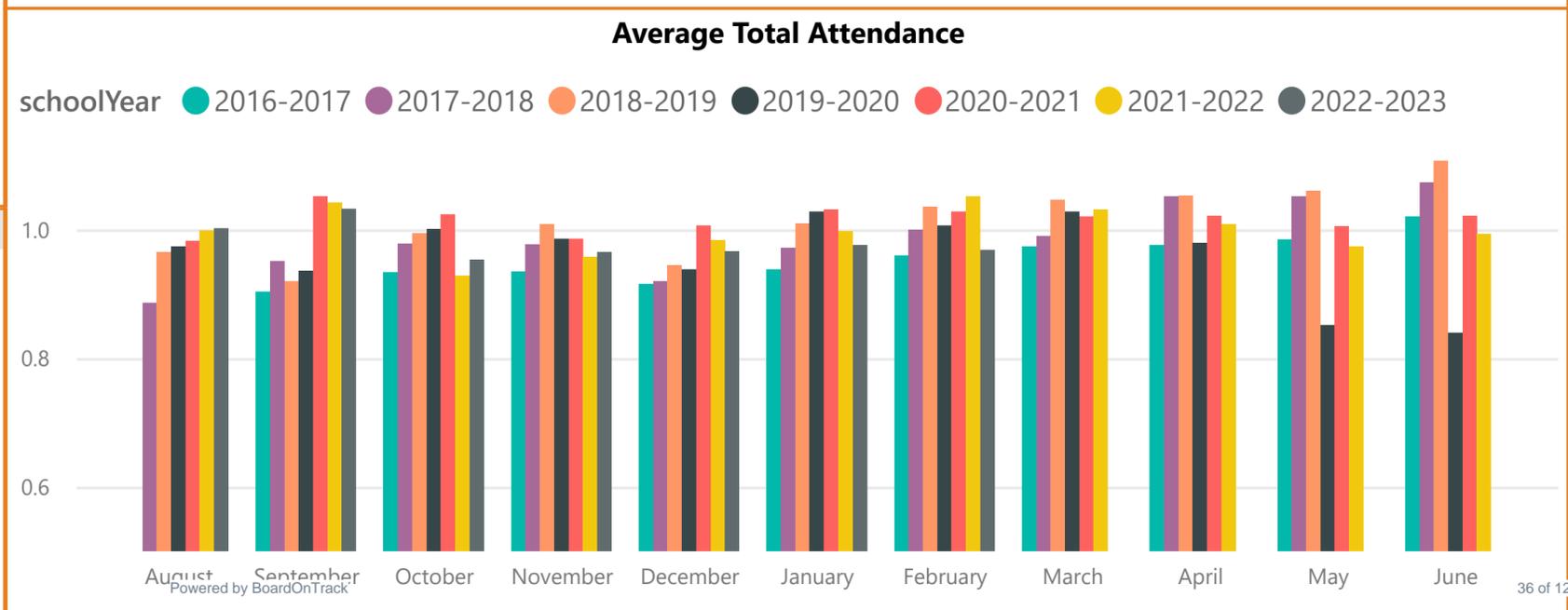
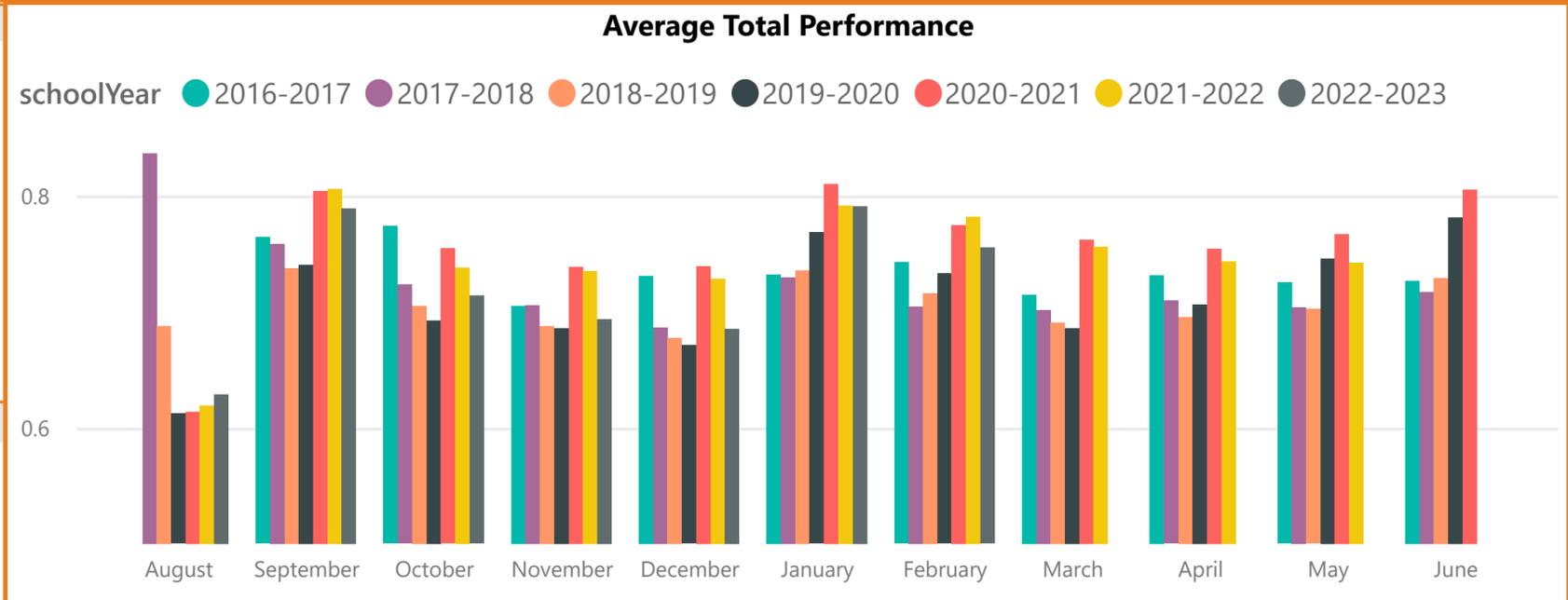
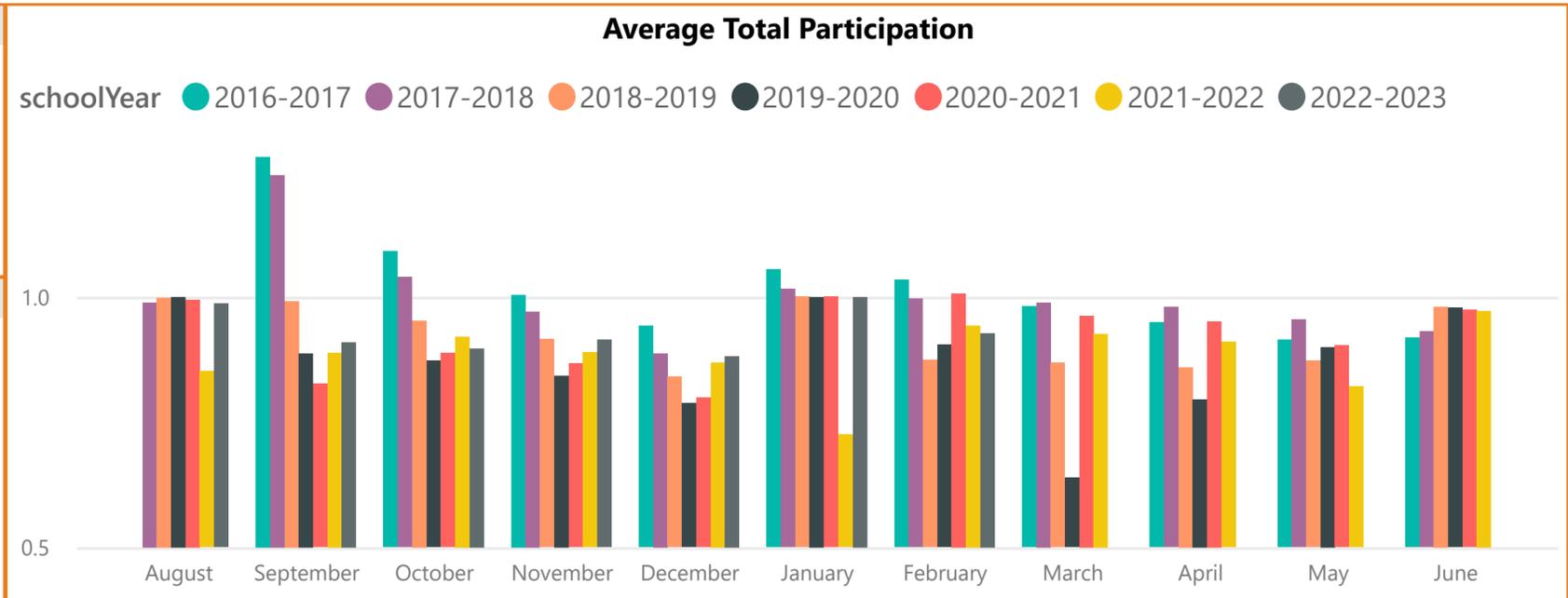
Contacts Per Week		
ContactsPerWeekWithoutWebMail	SameMonthPriorYear	CurrentMonth
Met	7083	6627
Not Met	481	635

Attendance Status		
AttendanceStatusAutomated	SameMonthPriorYear	CurrentMonth
Alarm	1107	967
Approaching Alarm	875	743
Exempt	215	268
On Track	5367	5287

Average Participation		
GradeDistribution	SameMonthPriorYear	CurrentMonth
PK-2	107%	104%
3-5	108%	112%
6-8	91%	90%
9-12	83%	83%
Total	94%	93%

Average Performance		
GradeDistribution	SameMonthPriorYear	CurrentMonth
PK-2	84%	83%
3-5	81%	84%
6-8	78%	76%
9-12	74%	69%
Total	78%	76%

Average Attendance		
GradeDistribution	SameMonthPriorYear	CurrentMonth
PK-2	105%	100%
3-5	106%	99%
6-8	108%	99%
9-12	103%	94%
Total	105%	97%



Coversheet

Staffing Update

Section: V. Oral Reports
Item: B. Staffing Update
Purpose:
Submitted by:
Related Material: Board Staffing Report-March_2023.docx.pdf

REACH Staffing Report March 2023

	Current Staff	Hires SYTD	Departures SYTD
10-month Staff	671	74	33
12-month Staff	129	26	8
Grand Total	798	100	41

New Hires

First Name	Last Name	Job Title	Compensation	Start Date
Linda	Bianchi	Teacher - Substitute	\$50,000	2/28/2023
Peyton	Haley	Accounting Specialist	\$63,000	3/6/2023
Terrence	Etienne	Staff Accountant	\$60,000	3/13/2023
Stephanie	Wittie	Teacher - Elementary	\$58,000	4/7/2023

Position Changes

First Name	Last Name	Former Position	New Position	Compensation	Start Date
Alicia	Swope	HS Assistant Principal	Principal - Middle School	\$102,551	2/16/2023

Departing Employees

First Name	Last Name	Job Title	Last Day Worked
Laura	Boyer	Speech Language Pathologist	2/16/2023
Cristin	Coates	Teacher - Special Education	2/24/2023
Tiayra	Villafane	Administrative Assistant II	3/10/2023
Valeri	Hartman	Applications Analyst	3/17/2023

Coversheet

Financial Report

Section: V. Oral Reports
Item: C. Financial Report
Purpose:
Submitted by:
Related Material: Treasurers Report Mar2023.pdf

Reach Cyber Charter School
Balance Sheet
2/28/23

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

PNC Checking	\$ 6,866,643
PNC Money market Account	\$ 13,479,665
PNC Investment Account	\$ 42,481,565
Total Cash and Short Term Investments	<u>\$ 62,827,873</u>

Other Current Assets:

Local District Receivables- Prior Year	\$ 239,626
Local District Receivables- Current Year	\$ 9,495,916
Federal and State Program Receivables	\$ 12,641
Allowance for Doubtful Accounts	\$ (304,347)
Prepaid Expenses	\$ 601,371
Total Other Current Assets	<u>\$ 10,045,207</u>

Other Current Assets:

Security Deposit	\$ 8,917
Deposits on Equipment	\$ 78,966
Other Receivables	\$ 3,830
Total other Assets	<u>\$ 91,713</u>

Fixed Assets:

Computer Hardware	\$ 12,102,154
Equipment	\$ 512,317
Leasehold Improvements	\$ 178,091
Furniture	\$ 105,434
Accum Depr:Computer Hardware	\$ (699,510)
Accum Depr:Equipment	\$ (86,775)
Accum Depr:Leasehold Improvements	\$ (60,762)
Accum Depr: Furniture	\$ (80,270)
Net Fixed Assets	<u>\$ 11,970,679</u>

TOTAL ASSETS**\$ 84,935,472****LIABILITIES:****Current Liabilities:**

Due to Connections Academy	\$ 4,610,161
Accrued payroll, taxes, pension and withholdings payable	\$ 796,931
Accounts Payable	\$ 890,942
Due to Local Districts	\$ 295,888
Unearned Revenue	\$ 1,635,372
Total Current Liabilities	<u>\$ 8,229,294</u>

TOTAL LIABILITIES**\$ 8,229,294****FUND BALANCE:**

Invested in Capital	\$ 11,970,679
Reserved Fund Balance	\$ 31,441,907
Undesignated Fund Balance	\$ 33,293,592
Total Fund Balance	<u>\$ 76,706,178</u>

TOTAL LIABILITIES AND FUND BALANCE**\$ 84,935,472**

REACH CYBER CHARTER SCHOOL
REVENUE AND EXPENSE STATEMENT- BUDGET TO ACTUAL
2022-2023 YEAR TO DATE AS OF 2/28/23

	February 2023	YTD Through 2/28/2023	2022/2023 Approved Budget
Revenues:			
Function 6000- Local Sources	\$ 10,100,114	\$ 78,019,884	\$ 124,013,036
Function 7000- State Sources	\$ -	\$ 5,668	\$ 147,500
Function 8000- Federal Sources	\$ 2,644,573	\$ 8,067,859	\$ 16,813,652
TOTAL REVENUES	<u>\$ 12,744,687</u>	<u>\$ 86,093,411</u>	<u>\$ 140,974,188</u>
Expenditures:			
Function 1000- Regular Instructional Programs			
100- Salaries	\$ 2,640,492	\$ 18,033,029	\$ 33,856,094
200- Employee Benefits	\$ 712,115	\$ 5,182,630	\$ 10,038,332
300- Purchased Professional and Tech Svcs (Note 1)	\$ 3,593,818	\$ 21,590,794	\$ 37,741,275
400- Purchased Property Services	\$ 10,500	\$ 69,618	\$ 250,000
500- Other Purchased Services	\$ 692,346	\$ 1,432,592	\$ 3,250,000
600- Supplies	\$ 543,007	\$ 2,980,118	\$ 11,492,000
700- Property	\$ -	\$ 254,394	\$ 9,489,150
800- Dues, Fees and Other	\$ -	\$ 2,021	\$ 25,000
Subtotal 1000- Regular Instructional Programs	<u>\$ 8,192,277</u>	<u>\$ 49,545,195</u>	<u>\$ 106,141,851</u>
Function 2000- Support Services			
100- Salaries	\$ 1,597,474	\$ 11,577,358	\$ 20,834,549
200- Employee Benefits	\$ 450,851	\$ 3,595,481	\$ 6,177,444
300- Purchased Professional and Tech Svcs	\$ 366,216	\$ 2,604,378	\$ 12,327,586
400- Purchased Property Services (Note 2)	\$ 46,719	\$ 612,938	\$ 636,000
500- Other Purchased Services	\$ 58,170	\$ 507,044	\$ 4,345,000
600- Supplies	\$ (58,795)	\$ 828,005	\$ 390,000
700- Property	\$ (9,790,627)	\$ 550,776	\$ 2,436,730
800- Dues, Fees and Other	\$ 14,238	\$ 126,672	\$ 175,000
Subtotal 2000- Support Services	<u>\$ (7,315,755)</u>	<u>\$ 20,402,652</u>	<u>\$ 47,322,308</u>
Function 3000- Noninstructional Student/Community Svcs			
300- Purchased Professional and Tech Svcs	\$ 44	\$ 15,563	\$ 36,000
400- Purchased Property Services	\$ 2,431	\$ 15,607	\$ 35,000
500- Other Purchased Services	\$ 18,239	\$ 33,970	\$ 222,000
600- Supplies	\$ 9,374	\$ 1,247,038	\$ 4,010,000
800- Dues, Fees and Other	\$ 18,597	\$ 100,099	\$ 120,000
Subtotal 3000- Noninstructional Services	<u>\$ 48,685</u>	<u>\$ 1,412,277</u>	<u>\$ 4,423,000</u>
TOTAL EXPENDITURES	<u>\$ 925,208</u>	<u>\$ 71,360,125</u>	<u>\$ 157,887,159</u>
NET INCREASE/ (DECREASE)	<u>\$ 11,819,480</u>	<u>\$ 14,733,286</u>	<u>\$ (16,912,971)</u>
Adjustment for capitalized assets and depreciation		\$ (11,143,259)	
Beginning Fund Balance not invested in capital		\$ 61,145,472	
Ending Fund Balance Not Invested in Capital		\$ 64,735,499	
Fund Balance Invested in Capital		<u>\$ 11,970,679</u>	
TOTAL ENDING FUND BALANCE		<u>\$ 76,706,178</u>	

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

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

**REACH CYBER CHARTER SCHOOL
PEARSON FEES
2022-2023 YEAR TO DATE AS OF 2/28/23**

Description	Rate	Months	Enrollment/Unit	Budgeted 22-23 (1)	February	YTD Through 2/28/23	Projected 22-23 (2)
Curriculum and Instructional Support Services - Upfront	\$425		Total Enrollment	4,364,750	\$ 335,290	\$ 2,751,725	\$ 4,288,450
Curriculum and Instructional Support Services - Monthly	\$130	9	Current Enrollment	9,243,000	\$ 950,950	\$ 4,645,680	\$ 9,081,423
Student Connexus License	\$70	9	Current Enrollment	4,977,000	\$ 512,050	\$ 2,501,520	\$ 4,889,997
Student Technology Assistance Services - Upfront	\$400		Total Enrollment	4,108,000	\$ 315,567	\$ 2,589,863	\$ 4,036,188
Student Technology Assistance Services - Monthly	\$63	9	Current Enrollment	4,479,300	\$ 460,845	\$ 2,251,368	\$ 4,400,997
Enrollment/Placement/Student Support Services - Upfront	\$525		Total Enrollment	5,391,750	\$ 414,181	\$ 3,399,211	\$ 5,297,497
Enrollment/Placement/Student Support Services - Monthly	\$30	9	Current Enrollment	2,133,000	\$ 219,450	\$ 1,072,080	\$ 2,095,713
School Operations Support Services	\$65	9	Current Enrollment	4,621,500	\$ 475,475	\$ 2,322,840	\$ 4,540,712
Professional Development Services	\$125	9	Current Staff	905,625	\$ 98,500	\$ 487,750	\$ 927,000
School Staff Support Services	\$212	9	Current Staff	1,535,940	\$ 167,056	\$ 827,224	\$ 1,572,192
Direct Course Instruction Service	\$2.75		0	270,575	\$ 24,244	\$ 123,232	\$ 270,575
Short Term Sub Teaching Services	\$300		0	29,400	\$ -	\$ -	\$ 29,400
Facilities Support Services	\$25,000		1	25,000	\$ 2,083	\$ 16,665	\$ 25,000
Total Connections Products and Services				42,084,840	3,975,691	\$ 22,989,157	\$ 41,455,143

2022-2023 Enrollment:		
	(1)	(2)
	Annual	Annual
	Budget	Forecast
Forecasted Staff FTE's	805	824
Forecasted Funded Enrollment	7,900	7,762
Forecasted Total Enrollment	10,270	10,090

Coversheet

Approval of Minutes from the February 15, 2023 Board Meeting

Section: VI. Consent Items
Item: A. Approval of Minutes from the February 15, 2023 Board Meeting
Purpose:
Submitted by:
Related Material: 2023_02_15_board_meeting_minutes.pdf

DRAFT



Reach Cyber Charter School

Minutes

Reach Cyber Charter School

Board Meeting

Date and Time

Wednesday February 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), Marcella Arline (remote), Paul Donecker (remote)

Trustees Absent

Gail Hawkins Bush

Trustees who arrived after the meeting opened

Marcella Arline

Guests Present

Alicia Swope (remote), Amy Turner (remote), Amy Turner (remote), Andy Gribbin, April Kretchman (remote), Brandie Karpew, Caitlyn Bixler (remote), Chris Barrett (remote), Clara Keepports (remote), Cody Smith, Corey Groff, David Balogun (remote), Devin Meza-Rushanan, Erica Carroll (remote), Gregory McCurdy, Heather Berger (remote), Henry Balogun (remote), JD Smith, Jane Swan, Jill white (remote), Josh Hicks (remote), Karen Keith (remote), Karen Yeselavage, Katherine Rutkowski, Kelly McConnell, Laura Johnson (remote), LeeAnn Ritchie, Lisa Blickley (remote), Matt Ryan (remote), Maurine Hockenberry (remote), Michael Garman, Micheal Hinshaw (remote), Morgan Kutz

(remote), Patricia Hennessy (remote), Rachel Graver, Ronya Balogun (remote), Scott Stuccio, Sheryl Glasser (remote), Stacey Baker (remote), Stephanie Bost (remote)

I. Opening Items

A. Roll Call

B. Call the Meeting to Order

David Taylor called a meeting of the board of trustees of Reach Cyber Charter School to order on Wednesday Feb 15, 2023 at 9:02 AM.
Marcella Arline arrived at 9:05 AM.

II. Routine Business

A. Approval of Agenda

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

- Approval to schedule a meeting of the Board of Trustees on March 15, 2023
- Approval to schedule a spring in-person meeting of the Board of Trustees

Paul Donecker made a motion to approve the agenda as amended.
Marcella Arline seconded the motion.
The board **VOTED** to approve the motion.

III. Oral Reports

A. CEO's Report

Jane Swan, CEO, welcomed the Balogun family, Henry, Ronya, and David to the meeting. David recently graduated from Reach CCS at the age of nine. David and his family shared information about the impact Reach had on their family and plans for David's future.

B. Staffing Update

Michael Garman, Director of Human Resources, reviewed current staffing with the Board highlighting the 795 current staff members and 85% of staff who are 10-month staff. Since the beginning of the school year, 93 employees have been hired and 37 have departed which represents a turnover rate of 4.6%.

C. Financial Report

Karen Yesalavage, 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. Yesalavage further reviewed with the Board the school's balance sheet and current forecast.

IV. Consent Items

A. Approval of Items from January

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 January 18, 2023
- Approval of Staffing Report
- Approval of Pearson Invoice for January

Marcella Arline made a motion to approve Consent Items and to approve minutes from Reach Cyber Charter School on 01-18-23.

Paul Donecker seconded the motion.

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

V. Action Items

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

With the recent departure of Dave Biondo, a vacancy was created for the Treasurer position on the Board of Trustees. Ms. Swan shared that Marcella Arline was willing to serve in the Treasurer position.

Paul Donecker made a motion to elect Marcella Arline as the Treasurer of the Reach CCS Board of Trustees.

Anthony Alexander seconded the motion.

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

B. Approval of Compliance Policies

Jane Swan presented on new compliance policies. The following new policies were shared in the board packet.

- Wellness Policy on Physical Activity and Nutrition
- Administrative Search and Seizure Policy
- Corporal Punishment Policy

Marcella Arline made a motion to approve the policies as included in the board packet.

Paul Donecker seconded the motion.

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

C. Approval of Updates to Tuition Reimbursement Policy

Mr. Garman shared an action item seeking Board approval of two revisions to the school's Tuition Reimbursement Program for staff.

- The first revision is to expand the eligible programs and courses to include approved Intermediate Unit (IU) courses that are job-related and qualify for transferable college credit.
- The second revision provides policy guidance on the variety of tuition reimbursement repayment options for staff who separate from school prior to fulfilling their service obligation.

Anthony Alexander made a motion to approve the updates to the Tuition Reimbursement Policy.

Marcella Arline seconded the motion.

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

D. Approval of Agreement with GDC IT for in office equipment

Jane Swan presented a proposal with GDC IT to provide office equipment as included in the board packet.

Paul Donecker made a motion to approve the agreement with GDC IT.

Marcella Arline seconded the motion.

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

E. Approval of Contract with Staffing Firms

Mr. Garman asked for Board approval to enter contracts with three (3) staffing firms, which if approved and executed will provide the school additional services to increase recruitment and staffing efforts.

- **GHR** - This contract will provide candidate sourcing for direct placements in exchange for receiving a fee equal to 20% of the annual compensation for all placements filled by a GHR referred candidate.
- **Aspire** - This contract with Aspire Educational Service will provide on-demand contracted staff for hard to fill roles at our school such as Special Education Teachers and related services such as Psycho-educational evaluation, functional behavioral assessments, PCA/RBT and paraprofessionals.
- **Soliant** - This contract will provide Reach on-demand contracted staff to help with hard to fill roles at our school. Soliant charges a flat rate of \$80 per hour for Special Education teachers.

F. Approval of Spring Grocery Certificates for families

Rachel Graver, Chief Operating Officer, shared details of a proposal to replicate the fall gift cards to Reach families each Spring.

Marcella Arline made a motion to approve the proposal for spring grocery gift cards.

Anthony Alexander seconded the motion.

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

G. Approval of Agreement with Devine Partners

Scott Stuccio, Director of Outreach, shared a proposal to continue to partner with Devine Partners for media relations outreach.

Marcella Arline made a motion to approve the proposal to partner with Devine Partners.

Paul Donecker seconded the motion.

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

H. Approval of additional funding for High School Prom

Scott Stuccio, requested funding for a series of high school proms for Reach students in the amount of \$55,000 to cover the cost of venues, DJ, and parking.

Paul Donecker made a motion to approve funding for a school prom.

Marcella Arline seconded the motion.

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

I. Approval of Qualtrics Proposal

Rachel Graver shared details of a proposal to contract with Qualitrics for services related to surveying and analytics.
Paul Donecker made a motion to approve the proposal.
Marcella Arline seconded the motion.
The board **VOTED** to approve the motion.

J. Approval to add a March 2023 Board Meeting

Jane Swan requested to add an additional meeting of the Board of Trustees in March 2023. A meeting was approved for March 15, 2023.
Paul Donecker made a motion to approve the March 2023 meeting.
Marcella Arline seconded the motion.
The board **VOTED** to approve the motion.

K. Approval to add a spring time in person meeting of the Board of Trustees

An agreement was made to add an in person meeting to the schedule for the Board of Trustees on May 17, 2023, in Harrisburg.
Paul Donecker made a motion to approve an in person meeting for the Board of Trustees on May 17, 2023.
Marcella Arline seconded the motion.
The board **VOTED** to approve the motion.

VI. Information Items

A. School Success Partner (SSP) Update

Laura Johnson presented on behalf of the School Success Partner team and briefly reviewed collaboration regarding the enrollment process.

B. Introduction to Board on Track

Leo Inguaggiato of Board On Track, shared a presentation with those in the meeting highlighting the features and benefits of the Board on Track platform.

C. Update from Special Education

Greg McCurdy, Director of Special Education, shared that Reach anticipates exceeding the 1.0 percent threshold for PASA participation for the 2022-23 testing cycle and that the necessary justification information had been submitted to the Bureau of Special Education.

VII. Strategic Planning

A. First Semester Academic Update

Members of the Academic staff shared an update of the academic highlights so far in the 2022-23 school year.

- Dr. Kelly McConnell shared an information on the schools benchmark growth and school wide celebrations.
- Principals Cody Smith and Devin Meza-Rushanan shared updates from the high school and elementary school respectively.
- Katherine Rutkowski, JD Smith, and Andy Gribbon shared updates related to the math initiative, literacy gains, career readiness and STEM opportunities.

B.

Outreach Update

Mr. Stuccio shared an update from the Outreach team highlighting the number of activities hosted this school year and the number planned for the rest of the school year. He further shared the recent success of the school's public relations efforts.

C. National School Choice Week Update

Brandie Karpew, Board and Legislative Liaison, shared details from National School Choice Week, January 22-28, including the School Choice rally at the state capitol and the first annual School Choice fair hosted by PA Families for Education Choice.

D. Approval of MOUs and Proposals

JD Smith, Director of Career Readiness, reviewed the following MOUS included in the board materials.

- Approval of MOU with York Culinary Arts
- Approval of MOU with Weary Arts Group
- Approval of MOU with Jason Phillips Realty team

LeeAnn Ritchie, CAO, reviewed the MOU with Walden University included in the board materials for interns.

JD Smith, reviewed details of the MOU with Mercyhurst University for Dual Enrollment.

Andy Gribbon shared a cost proposal for the STEM, Math and OT kits to be used in the 23-24 school year.

Marcella Arline made a motion to approve the MOUS and Agreements found in the board materials.

Anthony Alexander seconded the motion.

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

VIII. Executive Session

A. Pursuant to 65 Pa. C.S. §§ 708(a)(1)

The Board entered into an Executive Session at 10:30 a.m. upon a motion being made, seconded and confirmed via roll call vote of all Board members present. The Board cited the following for entering into the Executive Session: Pursuant to 65 Pa. C.S. §§ 708(a)(1) – to discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee and 65 Pa. C.S. §§ 708(a)(5) – To review and discuss agency business which, if conducted in public, would violate a lawful privilege or lead to the disclosure of information or confidentiality protected by law. Board members present were: David Taylor, Paul Donecker, Marcella Arline, and Anthony Alexander. Guests present at the request of the Board were: Pat Hennessey, Jane Swan, Mike Garman, LeeAnn Ritchie and Rachel Graver. 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 returned to regular session at 10:51 a.m.

Upon returning to the open meeting, a motion was made for an increase to the salary of High School Principal, Cody Smith.

Marcella Arline made a motion to increase the salary of Reach CCS Principal Cody Smith.

Paul Donecker seconded the motion.

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

IX. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:52 AM.

Respectfully Submitted,
Brandie Karpew

Coversheet

Approval of Pearson Invoice(s) for January

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



Pearson

Charges for the Following Period:

February 2023

Enrollment/Unit Based Charges

Direct Course Instruction Support	24,244.00
Facility Support Services	2,083.34
Monthly Fee per School Staff Member	265,556.00
Monthly Fee per Student	2,618,770.00
Upfront Fee per Student	1,065,037.50
	3,975,690.84

Pass Through Expenses

Internet Subsidy Payment	574,230.80
Miscellaneous	60,238.99
	634,469.79

Total Amount Due

4,610,160.63



Pearson

INVOICE

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

Attention:
 Accounts Payable

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

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

Invoice Number : 91000012773
Date : 09-MAR-2023
Due Date :
Payment Terms :
Customer Account : 3924545
Project Number : 82067707
Currency : USD
Shipment Terms :
Purchase Order Number : REACH
Number of Pages : Page 1 of 2

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Total Ordered Quantity (No. Of Items)</td> <td style="width: 5%;">:</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">2</td> </tr> <tr> <td>Net Amount</td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$4,610,160.63</td> </tr> <tr> <td>Tax Total</td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Invoice Total</td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$4,610,160.63</td> </tr> <tr> <td>Amount Due</td> <td>:</td> <td>USD</td> <td></td> <td style="text-align: right;">\$4,610,160.63</td> </tr> </table>	Total Ordered Quantity (No. Of Items)	:			2	Net Amount	:	USD		\$4,610,160.63	Tax Total	:	USD		\$0.00	Invoice Total	:	USD		\$4,610,160.63	Amount Due	:	USD		\$4,610,160.63	<p style="text-align: center;">REMITTANCE INFORMATION</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Make Checks Payable to:</td> <td style="width: 40%;">Bank Wire to:</td> </tr> <tr> <td>Pearson Virtual Schools USA</td> <td>Bank Name : Bank of America N A</td> </tr> <tr> <td>32369 Collection Center Drive</td> <td>Bank Address :</td> </tr> <tr> <td>Chicago, IL 60693-0323</td> <td>ABA ACH No : 071000039</td> </tr> <tr> <td></td> <td>ABA Wire No : 026009593</td> </tr> <tr> <td></td> <td>SWIFT Code : BOFAUS3N</td> </tr> <tr> <td></td> <td>A/C No : 8188290225</td> </tr> <tr> <td></td> <td>Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA</td> </tr> </table>	Make Checks Payable to:	Bank Wire to:	Pearson Virtual Schools USA	Bank Name : Bank of America N A	32369 Collection Center Drive	Bank Address :	Chicago, IL 60693-0323	ABA ACH No : 071000039		ABA Wire No : 026009593		SWIFT Code : BOFAUS3N		A/C No : 8188290225		Bank Account Name : Connections Education LLC dba Pearson Virtual Schools USA
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Invoice Number: 91000012773							Page 2 of 2
Project Number	Project Agreement Number	Description	Quantity	List Price	Net Price	Tax	Line Total
82067707	REACH	Direct Charges	5		3,975,690.84	0.00	3,975,690.84
82067707	REACH	Pass Through	10		634,469.79	0.00	634,469.79

To pay your invoice online: Visit <https://ipay2.bizsys.pearson.com/register> to register.
 Already registered? Access your online account by visiting <https://ipay2.bizsys.pearson.com>

Invoice Total	Total Quantity	Subtotal	CGST	SGST	IGST	Total Tax	Invoice Total
		USD	USD	USD	USD	USD	USD
	15	\$4,610,160.63	\$	\$	\$	\$0.00	\$4,610,160.63

Invoice Total	Subtotal	Total Tax	Invoice Total
	USD	USD	USD
	\$4,610,160.63	\$0.00	\$4,610,160.63

Coversheet

Approval of Contract with SAP Concur

Section: VI. Consent Items
Item: E. Approval of Contract with SAP Concur
Purpose:
Submitted by:
Related Material: Full SAP Concur proposal.pdf

SAP Concur Travel and Expense Management Services

PROPOSAL:

- 600 Expense Reports per quarter
- Assigned users will have full access to Concur Expense web based module and mobile application.
- Assigned admins will have access to full administration support through Essential care and full reporting suite and custom report creation with Consultative Intelligence

PRICING:

- One-time setup cost of \$9000 for implementation
- During implementation, monthly pre-production fee of \$836 per month (approx. 3 months)
- After implementation (target date 7/1/23), fee structure moves to quarterly base fees, which are \$7,794 per quarter
- Promotional discount will waive quarterly base fees for the first 6 months of going live.

Services	Setup Fee	Monthly Pre-Production Fee	Quarterly Base Fee	Per Report Cost	Incremental Transaction Fee	Quarterly Base Transaction Volume
Core Service						
Expense - Professional	\$9,000.00	\$836.00	\$7,794.00	\$12.99	\$16.25	600
Expense self for Concur Expense	\$0.00		Included	Included	Included	Included
Essential Care - Expense	\$0.00		Included	Included	Included	Included
Consultative Intelligence	\$0.00		Included	Included	Included	Included
Total Fees	\$9,000.00	\$836.00	\$7,794.00	\$12.99	\$16.25	N/A

PRICING SCHEDULE WITH PROMOTION:

2023	
Q2	\$11,508.00
Q3	\$ -
Q4	\$ -
Total	\$11,508.00
2024	
Q1	\$ 7,794.00
Q2	\$ 7,794.00
Q3	\$ 7,794.00
Q4	\$ 7,794.00
Total	\$31,176.00
2025	
Q1	\$ 7,794.00
Q2	\$ 7,794.00
Q3	\$ 7,794.00
Q4	\$ 7,794.00
Total	\$31,176.00

**Concur Technologies, Inc.
ORDER FORM**

Professional Edition

GENERAL INFORMATION

Customer Name: REACH Cyber Charter School

Order Effective Date: March 14, 2023

Order Type: Initial Sale

PO to be Issued: No

Currency for Fees: USD

Service Type Billing Cycle: Quarterly beginning on the Transaction Fee Start Date

Initial Term: 36 months beginning on the Order Effective Date

Email Address For Notice: kyeselavage@reach.connectionsacademy.org

SERVICES ORDERED (primary service offerings)	Pre-Production System Fee	Initial Set Up Fee
Expense	\$ 836.00	\$ 9,000.00

SERVICES ORDERED FEE DETAILS (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense	1 and beyond	600	\$ 7,794.00	\$ 16.25

EXTENDED SERVICES ORDERED (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)	Initial Set Up Fee

EXTENDED SERVICES ORDERED FEE DETAILS (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)

EXTENDED SERVICES ORDERED (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
Expenselt for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Essential Care - Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Consultative Intelligence	1 Each	Included in the fees for the Service Type Ordered above

EXTENDED SERVICES ORDERED FEE DETAILS (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expenselt for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

Concur Use Only: **S**



Essential Care - Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Consultative Intelligence	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

ADDITIONAL SERVICES ORDERED (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit	Quantity	Initial Set Up Fee
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ORDER TERMS

General: This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms set forth herein and as provided at <http://go.sap.com/about/agreements.html>. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement. This Order Form incorporates the following documents in effect as of the date specified above as the "Order Effective Date" in the following order of precedence, all of which are collectively referred to herein as the "Agreement": (i) this Order Form, (ii) product-specific Supplemental Terms ("Supplement") for the Service, (iii) Support Schedule for Cloud Services, (iv) Service Level Agreement for the Service, (v) Data Processing Agreement for Cloud Services ("DPA"), and (vi) General Terms and Conditions for Cloud Services (United States) ("GTC"). All references to "SAP" in the GTC and DPA shall mean "Concur". This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected.

Notification period after expiration of initial Term or any Renewal Term: Ninety (90) days

Invoicing: Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth in the Supplement.

Pre-Production System Fees: For each Service Type specified in this Order Form that includes a Pre-Production System Fee, Concur shall be entitled to invoice Customer for such Pre-Production System Fee beginning with the first calendar month after the date specified above as the "Order Effective Date" and continuing monthly thereafter until the Transaction Fee Start Date for such primary service.

Payment Terms: Customer will pay each accurate invoice within 30 days after the applicable invoice date.

Additional Definition(s): For purposes of the Agreement, the following terms shall have the definitions set forth below:

"**Transaction Fee Start Date**" means the first calendar month after the date of Production Availability.

Waiver of Fees: Concur shall waive the Recurring or Base Transaction Fees (as applicable) for additionally ordered Service Types and/or Extended Services as specified below that may come due under the Agreement for a period of six (6) calendar months, beginning on the Transaction Fee Start Date set forth above.

- **Expense**
- **Expenselt for Expense**
- **Essential Care - Expense**
- **Consultative Intelligence**

Publicity: SAP may include Customer's name and subscribed Cloud Services in SAP customer lists and earnings communications.

[signature page follows]

Concur Use Only: **S**



Concur Technologies, Inc.

Signature _____

Thomas M. Nolan
Legal Director

REACH Cyber Charter School

Signature _____

Print Name

Title

Coversheet

Approval of Updates to COI and Travel Policies

Section: VII. Action Items
Item: A. Approval of Updates to COI and Travel Policies
Purpose:
Submitted by:
Related Material: 2-24-2023 Reach Conflict of Interest Policy Proposal.docx.pdf
2-24-2023 Reach Travel Policy Proposal 04 18 18.docx.pdf

CONFLICT OF INTEREST POLICY

Date of Approval:

Purpose

This policy shall affirm standards of conduct established to ensure that Board members and employees avoid potential and actual conflicts of interest, as well as the perception of a conflict of interest.

Definitions

Confidential information shall mean information not obtainable from reviewing a public document or from making inquiry to a publicly available source of information. [\[1\]](#)

Conflict or Conflict of interest shall mean use by a Board member or Charter school employee of the authority of his/her office or employment, or any confidential information received through his/her holding public office or employment, for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact, or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the Board member or Charter school employee, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. [\[1\]](#)

De minimis economic impact shall mean an economic consequence which has an insignificant effect. [\[1\]](#)

Financial interest shall mean any financial interest in a legal entity engaged in business for profit which comprises more than five percent (5%) of the equity of the business or more than five percent (5%) of the assets of the economic interest in indebtedness. [\[1\]](#)

Honorarium shall mean payment made in recognition of published works, appearances, speeches and presentations, and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact. [\[1\]](#)

Immediate family shall mean a parent, parent-in-law, spouse, child, spouse of a

child, brother, brother-in-law, sister, sister-in-law, or the domestic partner of a parent, child, brother or sister.[\[1\]](#)

Other interest is defined as participating actively in the management of that organization or in another organization that has a vested interest in the gains of that organization either through a vendor/supplier relationship, merger/acquisition intent or other similar business relationships.

Business partner shall mean a person who, along with another person, plays a significant role in owning, managing, or creating a company in which both individuals have a financial interest in the company.

Delegation of Responsibility

Each employee and Board member shall be responsible to maintain standards of conduct that avoid conflicts of interest. The Board prohibits members of the Board and Charter school employees from engaging in conduct that constitutes a conflict of interest as outlined in this policy.

Overview

All Board members and employees shall be provided with a copy of this policy and acknowledge in writing that they have been made aware of it. **Additional training shall be provided to designated individuals.**

Disclosure of Financial Interests

No Board member shall be allowed to take the oath of office or enter or continue upon his/her duties, nor shall s/he receive compensation from public funds, unless s/he has filed a statement of financial interests as required by law.

Reach Cyber Charter school solicitor and designated Charter school employees shall file a statement of financial interests as required by law and regulations.[\[2\]](#)[\[3\]](#)

Standards of Conduct

Reach Cyber Charter school maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees and Board members engaged in the selection, award and administration of contracts.[\[4\]](#)

No employee or Board member may participate in the selection, award or administration of a contract supported by a federal award if s/he has a real or apparent conflict of interest as defined above, as well as any other

circumstance in which the employee, Board member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.[\[4\]](#)

Reach Cyber Charter school shall not enter into any contract with a Board member or employee, or his/her spouse or child, or any business in which the person or his/her spouse or child is associated valued at \$500 or more, nor in which the person or spouse or child or business with which associated is a subcontractor unless the Board has determined it is in the best interests of Reach Cyber Charter school to do so, and the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the Board member or employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract.[\[1\]](#)

When advertised formal bidding is not required or used, an open and public process shall include at a minimum: Public notice of the intent to contract for goods or services;

1. A reasonable amount of time for potential contractors to consider whether to offer quotes; and
2. Post-award public disclosure of who made bids or quotes and who was chosen.

Any Board member or employee who in the discharge of his/her official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his/her interest as a public record in a written statement to be attached to the Board minutes.[\[1\]](#)

No public official or public employee shall accept an honorarium.[\[1\]](#)

Board members and employees may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts, **unless the gift is an unsolicited item of nominal value. Gifts of a nominal value may be accepted in accordance with Board policy.**[\[4\]](#)

Improper Influence

No person shall offer or give to a Board member, employee or nominee or candidate for the Board, or a member of his/her immediate family or a business with which

s/he is associated, anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment based on the offeror's or donor's understanding that the vote, official action or judgment of the Board member, employee or nominee or candidate for the Board would be influenced thereby.[\[1\]](#)

No Board member, employee or nominee or candidate for the Board shall solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding of that Board member, employee or nominee or candidate that the vote, official action or judgment of the Board member, employee or nominee or candidate for the Board would be influenced thereby.[\[1\]](#)

Organizational Conflicts

Organizational conflicts of interest may exist when due to Reach Cyber Charter school's relationship with a subsidiary, affiliated or parent organization that is a candidate for award of a contract in connection with federally funded activities, Reach Cyber Charter school may be unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.[\[4\]](#)

In the event of a potential organizational conflict, the potential conflict shall be reviewed by the CEO or designee to determine whether it is likely that Reach Cyber Charter school would be unable or appear to be unable to be impartial in making the award. If such a likelihood exists, this shall not disqualify the related organization; however, the following measures shall be applied:

1. The organizational relationship shall be disclosed as part of any notices to potential contractors;
2. Any Charter school employees or officials directly involved in the activities of the related organization are excluded from the selection and award process;
3. A competitive bid, quote or other basis of valuation is considered; and
4. The Board has determined that contracting with the related organization is in the best interests of the program involved.

Reporting Conflicts of Interest

Any perceived conflict of interest that is detected or suspected by any employee or third party shall be reported to the CEO. If the

CEO is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Board President.

Any perceived conflict of interest of a Board member that is detected or suspected by any employee or third party shall be reported to the Board President. If the Board President is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the CEO, who shall report the incident to the solicitor.

If a conflict is reported in the procurement division, the employee with the conflict will defer procurement responsibilities to the Business Office. If the conflict of interest exists in the Business Office, the CEO will lead the procurement process or may defer to another administrative team member.

No reprisals or retaliation shall occur as a result of good faith reports of conflicts of interest.

The CEO or designee shall report in writing to the federal awarding agency or pass-through entity any potential conflict of interest related to a federal award, in accordance with federal awarding agency policy.[\[5\]](#)

Board members and/or Charter school employees shall work with Reach Cyber Charter school solicitor to prepare requests for Advisory Opinions or other guidance **from** the Ethics Board where appropriate.[\[1\]](#)

Investigation

Investigations based on reports of perceived violations of this policy shall comply with state and federal laws and regulations. No person sharing in the potential conflict of interest being investigated shall be involved in conducting the investigation or reviewing its results.

In the event an investigation determines that a violation of this policy has occurred, the violation shall be reported to the federal awarding agency in accordance with that agency's policies.[\[5\]](#)

Disciplinary Actions

If an investigation results in a finding that the complaint is factual and constitutes a

violation of this policy, Reach Cyber Charter school shall take prompt, corrective action to ensure that such conduct ceases and will not recur. Charter school staff shall document the corrective action taken and, when not prohibited by law, inform the complainant.

Violations of this policy may result in disciplinary action up to and including discharge, fines and possible imprisonment. Disciplinary actions shall be consistent with Board policies, procedures, applicable collective bargaining agreements and state and federal laws.

Legal

1. 65 Pa. C.S.A. 1101 et seq
2. 51 PA Code 15.2
3. 65 Pa. C.S.A. 1104
4. 2 CFR 200.31
5. 2 CFR 200.112

TRAVEL EXPENSE POLICY

Date of Approval:

Purpose

This policy sets forth the rules, responsibilities, and guidelines for travel expenses from proceeds from federal grants to ensure that (a) adequate cost controls are in place, (b) travel and other related expenditures are appropriate, and (c) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by personnel.

Policy

All travel expenses for events, meetings, trainings, or professional development funded with federal grants shall be purchased and accounted for in accordance with the federal regulations that govern travel costs, otherwise known as Code of Federal Regulations Section 200.474. Our policy is to reimburse only reasonable and necessary expenses actually incurred by personnel.

Scope

This Policy applies to all full-time, part-time, and temporary teaching and administrative staff of Reach Cyber Charter School.

General Principles

- Travel expenses to be reimbursed with federal funds must be included in the related federal grant budget and approved by the granting agency prior to expenses being incurred.
- Travel expenses must be generated for a business or educational purpose.
- Employees should be cost conscious and spend money as carefully and judiciously as the individual would spend his or her own funds.
- Expenses should be reported, supported by required documentation, as they were actually spent and in a timely manner following completion of the travel.
- This document outlines the allowable expenses for each category. Employees who do not comply with these guidelines may be subject to delay or withholding of reimbursement and/or disciplinary action.
- Normal travel may include single day and/or overnight travel within the boundaries of the State. Out-of-state travel is discouraged in most cases and requires department of Federal Programs pre-approval on a case by case basis. To attend workshops and/or conferences out of state an LEA must include a breakdown of costs including the number of staff, cost incurred per person for travel and lodging, meals, registration, and any incidentals. The LEA must document how it has determined out of state travel as the most cost effective way to provide the training. If applicable, the LEA should contract with a speaker to present on site and train more teachers using less funds. Prior to obligating funds, written approval must be obtained from the LEA's DFP Regional Coordinator.

Responsibilities

All employees requesting the reimbursement of travel expenses incurred on behalf of Reach Cyber Charter School are responsible for submitting an Expense Report in compliance with this document and related expense report guidelines. The employee's appropriate supervisor must approve all expense reports. No employee is authorized to approve his/her own, a peer's or a manager's travel expense report.

The School Leader (or employee performing this function) is responsible for knowing the current travel policy and informing school staff of school policy and procedures. The School Leader will verify and approve expenses in accordance with school policy by approving the expense report via the school's expense tracking system and/or giving written authorization.

The Finance Department is responsible for ensuring travel related expenses are properly authorized, accurately recorded, and reimbursed to employees in a timely manner. The Finance Department will also

monitor policy compliance, perform audits on travel expenses, and update policies and procedure, as required.

Expense Reporting

- Expenditures not documented under these guidelines are not reimbursable.
- All expense reports must be approved by the employee's appropriate supervisor and reviewed by the School Finance team prior to initiating payment processing.
- Employee must submit approved expense reports and supporting documentation via the school's expense tracking system.

Documentation Requirements

Business Purpose

The following details must be included in the business purpose of the expense report to provide proof of the business expense:

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

Receipts

- The school requires all charges include a receipt attached to the expense report.
- Certain items that require detailed information must have a receipt to be eligible for reimbursement, such as supplies purchased from a department store and meals.
- When a receipt or other proof of payment is not available, the employee must complete a Lost or Destroyed Receipt form. Details about the payee, date, location, business purpose and amount of the expense must be identified on the form. The form must be signed by the employee and their immediate supervisor.
- The employee is responsible for maintaining a copy of their expense report and receipts until reimbursement has been made.

Reimbursable Expenses

Personal Car Use

- Employees using their personal cars for business purposes are entitled to reimbursement for expenses incurred. Certain expenses such as parking tickets, fines, accidents, tows, theft and wear and tear will not be reimbursed and are the responsibility of the employee.
- If employees use their personal car on school business, it is mandatory that they have minimum Bodily Injury and Property Damage insurance protection as required by applicable state laws. The company will not reimburse employees for personal property damage or injury, including deductible amounts, incurred while using a personal auto. Third party injury/property damage incurred while an employee is using their personal automobile should be covered by the employee's personal auto insurance policy (as required above).
- To receive reimbursement for mileage the employee must specify the purpose of the trip, trip origin and destination, number of miles traveled (total miles less 60 miles round trip for at home employees) and the total dollar amount. You may be required to substantiate your business mileage to the Internal Revenue Service and should therefore keep a record of expense claims recording business mileage.
- Employee will be reimbursed using the current IRS standard mileage rate.

Airfare/Rail

- Employee is to book the lowest available airfares, using reasonable judgment regarding travel times and requirements.
- Travel plans should be made as far in advance as possible to obtain discounted rates.

- It is the responsibility of the employee to ensure that the school is properly credited for refundable tickets when not used.
- If an employee is reimbursed for a ticket and uses it for their personal travel, the employee must reimburse the school.
- When the trip is canceled after the ticket has been issued, the traveler should inquire about using the same ticket for future travel. Unused tickets should be saved for use with future travel. If a non-refundable ticket is exchanged or used for future travel and was previously submitted and reimbursed on a prior expense report only the difference should be submitted for reimbursement on a future expense report where applicable.
- Stolen tickets should be reported immediately to the travel agency that issued the ticket and to the employee's immediate supervisor.
- Reasonable charges for check baggage fees will be reimbursed.
- Acceptable receipt documentation should include the airline receipt, all boarding passes or the passenger itinerary and/or another type of receipt that proves travel to the locations, i.e. corporate credit card statement.

Auto Rental

- Rental automobiles may be used when such use is clearly in the best financial interest of the school.
- When traveling alone or with one companion, a compact-sized car should be used. Employees may book a rental class of service one level higher when:
 - o The traveler can be upgraded at no extra cost
 - o Three or more school employees are traveling together
 - o Cars in the authorized category are not available
 - o Transporting excess baggage
- Rental cars should never be used for personal use. If a rental car is used for personal use then the employee will not be reimbursed for those costs.
- Gasoline for use in rental cars is reimbursable with proper documentation unless fuel charges are included in the rental rate and are specifically stated as such in the contract.
- Employee is covered under the School's insurance policy and should decline all insurance. Any additional insurance purchased will not be reimbursed.

Meals

- Meals incurred by the traveler when dining alone on a business-related trip are only reimbursable if the event has not been catered.
- Total meal expenses per day per person should not exceed federal meal and incidental expenses guidelines
- An itemized receipt must be submitted along with credit card receipt. The credit card receipt alone is not sufficient. Also, the expense report must include the following details:
 - o Date of meal
 - o Name, title and company of attendees
 - o Business reason for meal including description of meal (for example lunch, dinner)
 - o Cost of meal
- Tips are authorized when confined to reasonable limits as determined by the services required and received.

Lodging

- Employee is to book the lowest available standard rate at a reasonably priced hotel.
- Employee is responsible for canceling hotel reservations prior to the deadline shown in the itinerary. Employee should request and record the cancellation number and the person accepting the cancellation for future reference should an inappropriate no-show charge be billed.
- Employee will be held responsible and will not be reimbursed for "no-show" charges unless the charge was the result of circumstances beyond the employee's control.

- Lodging expenses must be substantiated by receipts such as a hotel folio showing the name and address of the establishment, the dates of occupancy, and the daily itemized cost of the accommodation in addition to a credit card receipt or other proof of payment.

Taxis/Shuttle/Parking Fees

- The cost of taxis or car fare to and from places of business, hotel, airport or railroad stations, relating to school activities is reimbursable.
- Employee should use the most economical and practical mode of transportation.

Other and Miscellaneous

- Registration and/or membership costs for attending professional development must be for approved professional development only
- When possible, employees should take advantage of early bird pricing.

Non-Reimbursable Expenses

The school will not reimburse expenditures of a personal nature, unreasonable or excessive expenses, or those not specifically related to the business conduct of the school. The following are examples of, but not limited to, expenses that will not be reimbursed.

- Personal Items – clothing, luggage, etc.
- Consumable Goods – cigarettes, toiletries, etc.
- Personal Entertainment – theater, hotel movies, etc.
- Traffic or parking violations, towing charges
- Lost Luggage, money, or personal items
- Airline insurance
- Interest & delinquency charges on credit cards
- Airline membership clubs, Diners Club cards
- Pet care/kennel charges
- Gift cards
- Political contributions
- Charitable contributions
- Costs associated with setting up an office or workspace in your home
- Alcohol

Advances

Travel advances are considered the exception and not the rule when an employee travels on business. If a travel advance is necessary, then a check request must be submitted by the Department Manager to Accounts Payable with sufficient notice prior to the travel date to process the payment in a timely manner.

Employees must submit an expense report in accordance with these guidelines or advance will be recorded as income on the employee's W-2 ("Wages, tips, and other compensation").

Reimbursement

Reimbursements are processed in a timely manner and included in the employee's upcoming paycheck.

Coversheet

Approval of the contract with Turnitin

Section: VII. Action Items
Item: B. Approval of the contract with Turnitin
Purpose:
Submitted by:
Related Material: Turnitin Quote.pdf
Turnitin Terms and Conditions.pdf



Quote Details

Expiration date 6/30/2023

Prepared By Corey Monfordini
Phone (510) 764-7600-1058
Email cmonfordini@turnitin.com

Company Address Turnitin, LLC
 2101 Webster St., Suite 1800
 Oakland, CA 94612
 US

Quote Number Quote-Q-639504-1
Institution Reach Cyber Charter School

Contact Name Corey Groff
Phone 7177048437
Email cgroff@reach.connectionsacademy.org

Bill To Name Reach Cyber Charter School
Bill To 750 East Park Drive
 Harrisburg, PA 17111
 United States

Quotation

Product	Product Description	Start Date	End Date	Total
Feedback Studio Enterprise License	Turnitin Feedback Studio: Originality Checking and Feedback	7/1/2023	6/30/2024	USD 16,366.08
Implementation/ Kick-Off	Kick Off Call, Technical Account Setup, Admin Training, full access to recorded training library, unlimited registration access for multiple weekly trainings sessions and a dedicated Relationship Manager.	7/1/2023	6/30/2024	USD 250.00
Virtual Training Session	Live, virtual, introductory, advanced or refresher training exclusive for your institution.	7/1/2023	6/30/2024	USD 500.00
		Sales Tax		
		TOTAL		USD 17,116.08

Please Note:

Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes. No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

Order Instructions:

To purchase or renew your Turnitin license, please email or fax your purchase order and a copy of this quote to Turnitin, LLC, at: orders@turnitin.com or (510) 764-7612

By Accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg> .

Training:

On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to [Training Terms and Conditions](#).



Looking for help using Turnitin?
Visit our 24-hr online [Help Center](#)

Master Registration Agreement

This **MASTER REGISTRATION AGREEMENT** (“Agreement”) is by and between Turnitin, LLC, a California limited liability company (“Turnitin”) and the Institution as identified in the applicable Order (or “Customer”). Turnitin’s quotation to Institution is expressly conditioned on the terms and conditions of this Agreement. The Service (as defined below) is offered to Institution conditioned upon Institution’s acceptance of the terms and conditions contained herein without modification. The terms and conditions of this Agreement shall govern any Orders (as defined below hereunder, unless modified and mutually agreed to in writing).

1. OVERVIEW. Turnitin has developed and operates a variety of unique services that assist with institutions’ assessment with integrity, including some that allow educational institutions to check work for possible textual matches against Internet-available resources and Turnitin’s own proprietary database. Institution desires to protect and promote academic integrity and wishes to subscribe to certain of the Services as tools to help in detecting and preventing plagiarism.

2. SERVICES LICENSE GRANT. As used in this Agreement, the term “Services” refers to any services provided by Turnitin or its wholly owned group companies (except for ExamSoft Worldwide LLC), including services purchased by Institution from time-to-time pursuant to an Order (defined below). During the Term, as defined in section 11 Term and Termination (a) below, and subject to Institution’s compliance with the terms and conditions of this Agreement, Turnitin hereby grants to Institution a non-transferable, non-assignable, non-sublicensable, revocable and non-exclusive license to permit its educators, administrators and other users employed by the Institution (“Instructors”) and students currently enrolled in the Institution (“Students”) to use the following Services solely for its own internal purposes and as contemplated under this Agreement. Nothing hereunder shall be considered as “goods” or “work product”.

- a. With respect to the Turnitin Feedback Studio, Turnitin Similarity, SimCheck and Turnitin Feedback Studio with Originality services and their components, this license shall extend to Instructors, but only for their use in classes offered through Institution.
- b. With respect to the iThenticate service, this license shall extend to Instructors, but only for faculty research (i.e., grant proposals, general research, and supplemental course materials) produced in connection with Institution. Institution shall be responsible for ensuring their Instructors comply with the terms of this Agreement.

c. With respect to the Gradescope service, this license shall extend to the right to use, reproduce, distribute, publicly perform, and display the Gradescope service as set forth herein, and in the Order. This license shall extend to Instructors, but only for their use in courses offered through Institution.

No other license is granted by implication, estoppel or otherwise. Institution shall be responsible for ensuring their Instructors and Students comply with the terms of this Agreement.

3. USE OF SERVICES - IN GENERAL. With respect to use of the Services, Turnitin shall not be responsible for internet and/or telecommunications connectivity needed to access the Services, and Institution shall, and shall ensure its Instructors and Students:

- a. use the Services for Institution's internal purposes only;
- b. not reverse engineer, decompile, disassemble, modify or create works derivative of the Services;
- c. not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or directly or indirectly permit any third party to use or copy the Services. Institution will keep any passwords associated with the use of the Services in strict confidence, and will not share such passwords with any third party. Institution will be solely responsible for all use of the Services made with Institution's passwords, if any;
- d. use the Services solely in accordance with Turnitin's then current documentation;
- e. not remove any proprietary notices (e.g., copyright and trademark notices) from either the Services or any documentation, content, or reports provided by Turnitin;
- f. ensure its use of the Services complies with applicable local, state, and federal laws; and
- g. with respect to all Services, abide by the applicable Turnitin Policies (Privacy Policy, Acceptable Use Policy, EULA, and the applicable Terms of Use) provided on the Turnitin website, incorporated herein by this reference, as may be revised by Turnitin from time-to-time. Any such revisions to the Policies will be posted on the applicable website. Turnitin will make commercially reasonable efforts to notify Institution in writing of any material revisions, and in the event that Institution does not agree to the revised policy, Institution may terminate this Agreement by giving thirty (30) days written notice, and Turnitin shall pay to Institution the pro-rated amount of any prepaid annual subscription fees, calculated from the date of such termination. Continued use of the Services shall constitute Institution's acceptance of revisions to the Policies. In the event of a conflict between this Agreement and the Turnitin Policies, the terms of this Agreement shall prevail.
- h. not (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, nor (ii) use the Services to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of the Services, or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or its related systems or networks.

4. USE OF SERVICES - PER SERVICE

a. Use of the Turnitin Feedback Studio services or its components (including Originality Check), or Turnitin Similarity or SimCheck or Originality. With respect to use of the Turnitin Feedback Studio Service, Institution shall:

- i. not make statements to Students that Institution is using the Service in a given class when such class is not registered (Note: even within a particular class using the Service, for purposes of fairness and equal application, Turnitin strongly recommends requiring Student submission of all papers rather than submission by Instructors only of papers singled out by Instructor);
- ii. consider Turnitin's strong recommendation that the course syllabus of each course making use of the Service carry a notice substantially similar to the effect of the following: "Students agree that by taking this course all required papers may be subject to submission for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin.com service is subject to the Usage Policy posted on the website." If use of the Service is instituted after distribution of the syllabus, then Institution shall consider Turnitin's strong recommendation that equivalent written notice is provided by the Instructor to the Students; and,
- iii. consider Turnitin's strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(e) above in their student handbook or comparable communication at the time of enrollment.

b. Use of the iThenticate service. With respect to use of the iThenticate Service, the license granted in this Agreement is restricted as follows:

- i. if the Institution becomes known as a service through which Students, researchers or other individuals can obtain papers or portions of papers for submission as their own original work (e.g., becomes or partners with a "paper or essay mill" -- a ghostwriting service that sells essays, papers, and other homework writing), the parties agree to meet and confer in good faith to address the issue. If the parties are unable to resolve the issue within thirty days, Turnitin may terminate this Agreement at its discretion without further obligation.

c. Use of Gradescope service. With respect to use of the Gradescope Service, Institution shall:

- i. grant Turnitin the irrevocable, perpetual, worldwide, sublicensable, transferrable, right to use institutional data submitted through Gradescope in compliance with applicable law.

5. SUSPENSION OF ACCESS. Turnitin may, in its sole discretion, suspend Institution's or any of its Instructors' or Students' access to the Services in order to (i) prevent damage to, or degradation of, the Services; (ii) comply with any law, regulation, court order, or other governmental request; (iii) otherwise protect Turnitin from potential legal liability; or (iv) address a breach of any policy or this Agreement. Turnitin shall use reasonable efforts to provide Institution with notice prior to or promptly following any suspension of the Services.

Turnitin shall restore access to the Services as soon as the event giving rise to suspension has been resolved.

6. REPORTS AND SOURCE DATABASE. With respect to Services that include reports evaluating textual sources and the database of source documents (“Source Database”), Institution agrees:

- a. to maintain any Turnitin notices (including legal notices relating to Turnitin’s proprietary rights (e.g., copyright and trademark notices) and disclaimer) on the reports;
- b. to exercise its independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in a submitted paper under the acknowledgement and understanding that the reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;
- c. that any disclosure of a report to any third party is at the Institution’s own risk; and,
- d. that for papers stored in the Source Database, it instructs Turnitin to retain such papers for the purpose of using such papers as source material to detect unoriginal text in other papers in the future, including after the Term, unless Institution’s Turnitin Administrator instructs Turnitin to delete such papers.

7. TURNITIN OBLIGATIONS. Turnitin agrees to:

- a. use reasonable efforts to protect the security of accounts, passwords and the Source Database;
- b. comply with the then current Policies posted on the Turnitin or Gradescope websites, incorporated herein by reference;
- c. with respect to the Turnitin Feedback Studio, Turnitin Similarity, SimCheck and Turnitin Feedback Studio with Originality services and their components, enable Instructors to create Instructor accounts and, enable Students to create Student accounts in the Service; and,
- d. use reasonable efforts to make reports available online for a period of one hundred and eighty (180) days after the set archive date for a class, with subsequent access, as available, to be provided via request to www.turnitin.com/help.
- e. only process data provided by the Institution for the purpose of supporting the Services, and use aggregate and/or de-identified data for the purpose of improving the Services or creating new service offerings or features for its clients. Institution acknowledges that the processing of any aggregate and/or de-identified data for current and potential future Services is compatible with the purpose for which the data are originally processed. Institution hereby grants its express permission to Turnitin to process data in such ways.

8. OWNERSHIP.

- a. **Student ownership:** As between the parties, Students retain all copyright and ownership rights in their submitted papers, subject to Turnitin use rights provided in this Agreement.

b. **Turnitin ownership:** Turnitin owns all rights in and to the Services including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and other statutory or common law intellectual property or other proprietary rights related to the Services. Turnitin also owns including reports and all materials created by the Services, including the format of reports, (excluding any Institution or student personal information as defined under applicable laws), and all intellectual property rights related thereto. With the exception of the limited license granted in Section 2 Services License Grant, nothing contained herein shall be construed as granting Institution, Instructors, or Students any right, title, or interest in Turnitin's intellectual property or proprietary information. All rights in such items are expressly reserved to Turnitin. Institution acknowledges and agrees that Turnitin has the exclusive ownership of any aggregate data and the exclusive right to use aggregate data for the purposes stated herein.

c. **FERPA.** Institution designates Turnitin a "school official" within the meaning of FERPA 34 CFR Section 99.31. Turnitin will remain under the direction of Institution with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined in FERPA 34 CFR Section 99.3, and Turnitin may use personally identifiable information and education records only as set forth under the Agreement and in compliance with applicable law.

9. ORDER; PRICING AND PAYMENT. Institution may order the Service under the terms and conditions of this Agreement via the following methods: 1) an Institution-issued Purchase Order, 2) a properly completed and fully executed Turnitin Service Pricing Agreement ("SPA"), 3) a properly completed and fully executed Turnitin Registration Agreement that includes substantially the same information as an SPA, or 4) as evidenced by Institution's payment of the applicable Service fee(s) via check or credit card (collectively, the "Order"). All Orders are deemed to include the terms and conditions of this Agreement, and all pre-printed clauses on Institution's Purchase Order are deemed deleted. All Orders are valid upon acceptance by Turnitin; Turnitin's acceptance and performance are expressly conditioned on the terms and conditions of this Agreement. Pricing shall be per the applicable Order, and shall also include the maximum usage of the Service permitted to Institution and Institution agrees not to exceed such usage without purchasing additional usage as per the Order. Unless prescribed otherwise within an accepted Order, all payments are due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by New York state law.

10. SUPPORT. Turnitin shall provide reasonable email and phone support to Institution via Institution's sole appointed primary account administrator during Turnitin's normal support hours.

11. TERM AND TERMINATION.

a. **Term.** The term ("Term") of the Services under this Agreement shall be defined in the

applicable Order. Thereafter, the Agreement may be renewed on the mutual agreement of the parties for additional renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be presented with reminders when logging onto the Services regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the renewal Term will be subject to the mutual agreement of the parties.

b. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.

c. Effects of Termination; No Refunds. Except as provided under Section Use of Services – In General (g); Section 12 Availability; or Section 18 Accessibility. Institution may not cancel or terminate any payment hereunder for its convenience or other cause, whether payment terms are in full or over the Term. In no termination event shall Institution be owed a refund of prepaid Fees.

d. Survival. Sections 4 Use of Services – Per Service (a)(i), (ii) and (iii), 6 Reports and Source Database, 7 Turnitin Obligations (a) and (b), 8 Ownership, 11 Term and Termination, 12 Availability, 13 Confidentiality, 14 Warranty and Disclaimer (b)-(e), 15 Indemnification, and 16 Governing Law and Dispute Resolution shall survive any expiration or termination of this Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

12. AVAILABILITY. Turnitin shall use commercially reasonable efforts to make the Services available for access over the Internet at least 99% of the time during each month of the Term, except for scheduled maintenance and repairs, failures related to Institution's systems and Internet access, and any interruption in the Services due to causes beyond the control of Turnitin or that are not reasonably foreseeable by Turnitin, including, without limitation: loss or theft of data; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failure; failures or default of third party software, vendors, or products; and communications, network/internet connection, or utility interruption or failure. In the event Turnitin fails to achieve the foregoing availability requirement, Turnitin shall use commercially reasonable efforts to correct such loss or interruption as quickly as practicable. In the event Turnitin fails to achieve the foregoing availability requirement for three (3) consecutive months during the Term, then Institution may terminate this Agreement with thirty (30) days' written notice to Turnitin, and Institution shall be owed a refund of prepaid fees, prorated to the date of such termination.

13. CONFIDENTIALITY. To the extent Institution submits confidential information to the Service(s) ("Institution Confidential Information"), Turnitin may not use the Institution

Confidential Information other than as permitted by license grant to perform the Services. Further, Turnitin agrees not to disclose the Institution Confidential Information to any other party except as necessary to provide the Services.

14. WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY AND LIABILITY CAP.

a. **Warranty.** Turnitin warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third-party content) does not infringe the intellectual property rights of any third party. During the Term, Turnitin warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on Turnitin's website and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Services are limited in scope by a finite database of material with which to compare a submitted work, a search process that might not have indexed the material that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that reports indicate the possibility of textual matches and/or writing generated by artificial intelligence models or other third parties and that the actual determination of plagiarism or other misconduct is a matter subject to the professional judgment of Institution acting alone.

b. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 14 (a) ABOVE, THE SERVICES (INCLUDING THE REPORTS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICE WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY NEW YORK LAW.

THE SERVICES ARE ACCESSED AND USED OVER THE INTERNET. INSTITUTION ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE INSTITUTION'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

c. **Limitation of Liability.** EXCEPT FOR TURNITIN'S WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, OR IN CASE OF BREACH OF SECTION 13 CONFIDENTIALITY, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 15 INDEMNIFICATION (b) HEREUNDER, AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY NEW YORK STATE LAW, INSTITUTION AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION

MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICES; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A REPORT TO ANY THIRD PARTY, OR (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS, EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

d. Liability Cap. EXCEPT FOR TURNITIN'S WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, OR IN CASE OF BREACH OF SECTION 13 CONFIDENTIALITY, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 15 INDEMNIFICATION (b) HEREUNDER, AND TO THE EXTENT ALLOWED BY NEW YORK STATE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNTS PAID TO TURNITIN BY INSTITUTION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR \$25,000.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS TURNITIN'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE.

e. Third-Party Products. In connection with the Service, Turnitin may make available to User or Institution or may separately license certain third-party products (collectively, the "Third-Party Products"). Except as otherwise provided in the third-party licensor's license agreement, if any, accompanying the Third-Party Products, Institution shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third-Party Products solely in connection with the Services. EXCEPT AS OTHERWISE PROVIDED IN THE THIRD-PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD-PARTY PRODUCTS, THE THIRD-PARTY PRODUCTS ARE PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD-PARTY LICENSOR DISCLAIM ALL WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR ANY THIRD-PARTY LICENSOR BE LIABLE TO INSTITUTION, THE INSTRUCTORS, STUDENTS, OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD-PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

15. INDEMNIFICATION.

a. Indemnification by Institution. TO THE EXTENT ALLOWED BY CALIFORNIA STATE LAW, Institution shall indemnify, defend and hold harmless Turnitin, and its affiliates, officers, directors, employees, agents, and licensors (“Indemnified Parties”) from any and all losses, judgments, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys’ fees and all related costs and expenses) (“Losses”) incurred by Turnitin’s Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party relating to or arising from: (a) Institution’s, an Instructor or Student’s breach of its restrictions or obligations under this Agreement; or, (b) Institution’s decision not to follow Turnitin’s strong recommendations set forth in Sections 4 Use of Services – Per Service (a)(i), (ii), and (iii). To qualify for the foregoing indemnity obligation, the Turnitin Indemnified Parties must: (i) give Institution prompt written notice of any claim; and (ii) allow Institution to control, and fully cooperate with Institution in, the defense and all related negotiations.

b. Indemnification by Turnitin. TO THE EXTENT ALLOWED BY NEW YORK STATE LAW, Turnitin shall indemnify, defend, and hold harmless Institution and its Indemnified Parties from Losses incurred by Institution’s Indemnified Parties as a result of any claim lawsuit, demand, cause of action, or proceeding brought by a third party that (i) Institution’s licensed use of the Service, as permitted hereunder, infringes the U.S. patent or copyrights of that third party, or; (ii) Turnitin has violated any state or federal privacy law relating to information provided by Institution hereunder. To qualify for such defense and payment, Institution must: (i) give Turnitin prompt written notice of a claim; and (ii) allow Turnitin to control, and fully cooperate with Turnitin in, the defense and all related negotiations. Turnitin shall have no obligation to indemnify Institution under this Section to the extent the infringement claim arises from (i) any content or other intellectual property provided by Institution or any other third party, including third party content contained in the Source Database; (ii) Institution’s failure to use the Services in accordance with this Agreement; or (iii) any matter for which Institution is obligated to indemnify Turnitin hereunder.

16. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America and, unless as otherwise set forth in the Order, the State of NEW YORK (“Applicable State”) excluding its conflict of laws rules. Unless as otherwise set forth in the Order, the parties hereby consent to the exclusive personal jurisdiction of and venue in the federal or state courts located in the jurisdiction in which the defendant in any such action resides. To the extent Institution is a political subdivision of the Applicable State set forth above, Institution acknowledges that it is entering this Agreement, including the provisions thereof, only to the extent authorized by that Applicable State law, including the opinions of the Applicable State's Attorney General. Any provision of this Agreement that is not authorized by or is inconsistent with Applicable State law, including the opinions of the state's Attorney General, is invalid.

17. INSURANCE. Turnitin represents that its current Commercial General Liability and Cyber Liability insurance limits are as presented in any Certificates of Insurance (evidence of coverage only) (“Turnitin COIs”) provided, and that the limits therein shall not materially decrease during the Term. During the Term and on written request from Institution, Turnitin will provide Institution with the then-current Turnitin COIs.

18. ACCESSIBILITY. Services provided to Institution are in substantial conformance with Web Content Accessibility Guidelines 2.0, Level AA. Areas of non-conformance, and Voluntary Product Accessibility Templates, are available on the Turnitin website. In the event of a complaint over the accessibility of its Services by a Student user of the Services, Turnitin shall use commercially reasonable efforts to resolve such complaint at no additional cost to Institution. If Turnitin is unable to provide such resolution, Institution's sole remedy and Turnitin's sole liability shall be for Institution to terminate this Agreement by thirty (30) days' written notice to Turnitin, in which case Turnitin Institution shall be owed a refund of prepaid Fees, prorated to the date of such termination.

19. OTHER PROVISIONS. This Agreement together with the Order and Policies constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous written or oral agreements. Except as provided herein, all amendments or modifications to this Agreement must be agreed by an authorized signatory of each party. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the balance of the Agreement, which shall remain in full force and effect and the offending provision shall be modified to the minimum extent required to render the provision enforceable. Institution may not assign or transfer this Agreement. Turnitin may assign this Agreement in the event of acquisition, merger, corporate reorganization or similar change of control event. Turnitin may use and reference Institution's name as a subscriber to the Services in connection with truthful advertising or promotion of the Service. There are no third-party beneficiaries of this Agreement.

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Coversheet

Approval of the contract with KnowledgeWave

Section: VII. Action Items
Item: C. Approval of the contract with KnowledgeWave
Purpose:
Submitted by:
Related Material: KnowledgeWave Quote.pdf
KnowledgeWave Terms and Conditions.pdf



February 23, 2023

**Training proposal for:
Reach Cyber Charter School**

- **KnowledgeWave Learning Site – 800 User Package** **\$680 per month**
- **Additional 50 user packages** **\$42.50 per month**
- **Microsoft Azure Single Sign In included at no extra charge.**
- **Optional Microsoft private live one-hour webinars** **\$750 each**
- **Series of four or more private live one-hour webinars** **\$600 each**

Pricing includes planning calls and detailed outline for every private webinar.

Our complete terms and conditions are detailed at the following link:
www.knowledgewave.com/terms

Thank you!

Tom Heinrich
Director of Business Development
KnowledgeWave
50 Lakeside Avenue
Burlington, Vt 05401

Proposal accepted _____ Date _____

KnowledgeWave Terms and Conditions

THIS IS A CONTRACT. PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESSING THIS SITE.

KnowledgeWave, Inc. is a Vermont Corporation operating under the trade name KnowledgeWave (“Company”). These terms and conditions (“Terms and Conditions”) govern your use of this website [knowledgewave.com](https://www.knowledgewave.com) (“Website”).

By using this Website and its services you agree to and will be bound by these Terms and Conditions and the Company’s privacy policy which can be found at <http://knowledgewave.com/privacy> (“Privacy Policy”). If you do not agree to these Terms and Conditions and/or the Privacy Policy you must not use this Website.

1. General

- a. These Terms and Conditions apply to all the services available from and related to the domain and sub-domains of the Website (together with the Website, the “Services”), with such services to include both unrestricted areas of the Website and those areas only accessible through a subscription (“Subscriber-Only Services”) (Subscriber-Only Services users referred to as “Subscribers”).
- b. You will need to register to become a Subscriber of this Website if you wish to access the Subscriber-Only Services. Access to Subscriber-Only Services may be through a subscription that has been purchased by and for a single individual (“Single-User Subscription”) or purchased by a business entity for a group of users (“Multi-User Subscription”). Single-User Subscriptions and Multi-User Subscriptions are referred to collectively as “Subscriptions”.
- c. The Services may provide, utilize, or make available various content and information, including but not limited to text, software, sound, photographs, graphics, video or other material (collectively referred to as “Content”).

- d. The Company will try to provide you with uninterrupted access to this Website and Services. As part of the normal course, the Company may update, improve and modify the Services, or change and modify prices for all or part of the Services for future payment periods in its sole discretion. As a result, the Company allows you to access the Website as it may exist and be available on any day and it has no other obligations, except as expressly stated in these Terms and Conditions. In the event there are price changes that are expected to result in an increase in charges for future payment periods, you will be provided advance notice of these changes and you will have the opportunity to modify or cancel your subscription prior to those charges being applied.

2. Use of this Website

- a. You must not use this Website for anything that is unlawful or is prohibited by these Terms and Conditions and/or any notices elsewhere on this Website. The Company reserves the right, in its sole discretion, to monitor the Website and revoke or deny access to users whom it believes to be exhibiting behavior or performing activities that are harmful to the Company, the Website, or any other users. Examples of prohibited conduct include, but are in no way limited to:
- i. uploading of files that contain software or other material protected by intellectual property laws unless you own or control the rights or have received all necessary consents;
 - ii. uploading of files that contain viruses, corrupted files or any other similar software or malicious programs;
 - iii. running any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services’ infrastructure;
 - iv. using any third-party tools, scripts, or players to automate access to Content.
 - v. decompiling, reverse engineering, or otherwise attempting to obtain the source code of the Services; or

- vi. deletion or falsification of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
- b. If you are a Subscriber accessing the Services as a part of a Multi-User Subscription, you consent to allow any and all representatives of the business entity that is responsible for providing you Subscriber-Only Services to have access to information related to your usage of the Services and compile reports related thereto.
- c. You represent and warrant to Company that you are of legal age to form a binding contract. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection, use of, and access to the Services.
- d. If you are purchasing a Subscription in a capacity as a representative of a business entity, you represent that you have the authority to legally bind that entity.
- e. You must comply with and are responsible for all applicable laws, taxes, and duties which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against Company.
- f. If you link to the Website, Company may revoke your right to so link at any time, at Company's sole discretion. Company reserves the right to require prior written consent before linking to the Website.
- g. You will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of these Terms and Conditions, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

3. Modification to these Terms and Conditions

- a. The Company reserves the right to modify these Terms and Conditions and any Content or information contained on the Website at any time, without notice or liability. Your continued use of the Website following any modification means you accept and agree to such modifications. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

- b. If after the Terms and Conditions and/or the [Privacy Policy](#) have been modified and you do not agree to their terms, you must stop using this Website.

4. Registration

- a. You will need to register to become a Subscriber if you wish to access the Subscriber-Only Services, and membership is subject to the Company's subscription charges set out in your subscription plan, located at <http://knowledgewave.com/pricing>, or the free-trial terms set forth at <http://knowledgewave.com/free-trial>, or in a separate pricing agreement with the Company. You are free to change the membership package to which you subscribe at any time, subject to these Terms and Conditions (and in particular paragraph 5(b)).
- b. To register to become a Subscriber you must provide the Company with information about you via the Company's registration form <https://www.knowledgewave.com/kls-sign-up>. If you are a Subscriber accessing the Services as part of a Multi-User Subscription, the business entity that is responsible for providing you Subscriber-Only Services may provide the Company with information about you in order for you to be provided access, such as your name and email address. The Company's use of this information is set out in the Company's Privacy Policy.
- c. You must provide true, accurate, and complete information about yourself when completing the registration form <https://www.knowledgewave.com/kls-sign-up>. You must maintain and update this information and keep it true, accurate, and complete. If any information provided by you is not true, accurate, and complete, the Company has the right to cancel your membership and refuse any and all current or future use of this Website.
- d. Registration requires a valid email address (which will serve as your user name) and unique password. A unique username is to be associated with each user and you are prohibited from sharing a username and password among multiple users. Please exercise caution to keep your user name and password confidential. If your user name or password is subject to unauthorized access, you should immediately inform the Company.

5. Charges and Payment

- a. Charges are linked to the membership package to which you subscribe, as set out in <http://knowledgewave.com/pricing>, or the free-trial terms set forth at <http://knowledgewave.com/free-trial>, or in a separate pricing agreement with the Company. The terms of the membership to which you subscribe are incorporated herein by reference as if fully set forth herein.
- b. You will be charged in advance of your payment period until your membership is cancelled. (for cancellation details see paragraph 8 below.) Transaction based charges, such as for live classes or coaching or consulting services (“Additional Services”), will be charged when scheduled. Details of charges are shown within the sign-up process, as set out in <http://knowledgewave.com/pricing>. Charges are expressed in US Dollars. You should call the Company to request any changes to your subscription tier. Any reduction in the applicable membership price (for example, where you downgrade to a lower tier) will take effect in your next membership payment period following notification. Any increase in the applicable membership price (for example, where you upgrade your tier) will take effect from the date of notification (so that a pro-rata payment shall be made for the remainder of the current payment period, with the full payment to be made from the beginning of the following plan period). Your membership period begins on the date on which you register for the Services and finishes on the day before that calendar date the following period.
- c. Payment for all charges is payable upon registration or the relevant periodic payment date. You can pay membership fees by any MasterCard, Visa, or American Express credit card; or any other payment methods the Company accepts. Your payment details will be encrypted to minimize the possibility of unauthorized access or disclosure. At the time of registration, you will be asked to provide credit/debit card details. In the event that the Company is unable at any time to obtain payment of any charges using such credit card details, the Company may freeze your account until it has received settlement in full.
- d. Your membership may start with a free trial. The length and terms of free trials are set out in <http://knowledgewave.com/free-trial>. The Company reserves the right, in its sole discretion, to determine your eligibility for a free trial, and to withdraw or to

modify a free trial at any time without prior notice and with no liability. You may not receive a notice that your free trial period has ended.

6. Third Parties

- a. The Company is not an agent of any third party or any party named or linked to this Website (“Third Parties”) and does not have any authority to act for such Third Parties. The Company does not control or endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such Third Parties.
- b. You agree that (to the maximum extent permitted by applicable law) the Company (and our officers, directors and employees) shall have no liability to you in relation to any dispute which you may have with a Third Party, and/or any other users of this Website.

7. Intellectual Property

- a. You acknowledge and agree that all Content provided on the Website or through the Services, contained in sponsor advertisements or, presented to you by the Company, its partners or advertisers, is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and except as expressly permitted herein, shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.
- b. You acknowledge and agree that you are permitted to review, print and make one copy for your personal use of the Content (and other items displayed on the Website for download), provided that you maintain all copyright and other notices contained in such Content.
- c. Company does not claim ownership of any Content that you post on the Website, such as Content posted to our blog. Instead, you hereby grant to Company a non-

exclusive, fully paid and royalty-free, transferable, sub-licensable, perpetual, worldwide license to use the Content that you post on the Website or through the Services, subject to the Company's Privacy Policy.

8. Cancellation and Termination

- a. Subscriptions require a 12-month minimum membership.
- b. After the 12-month minimum is met, your subscription will continue to renew at regular intervals. Monthly renewals are the default, unless your agreement with the Company specifies otherwise.
- c. After the 12-month minimum is met, you may cancel your membership by giving written or verbal notice at least 10 days before the next renewal date. To cancel, email support@knowledgewave.com or call 1-800-831-8449. Cancellation will take effect at the next renewal. You will not be entitled to a refund for any membership fee already paid.
- d. Cancellation of any Additional Services may be made at any time up to 14 days before the intended starting time for such services without penalty. Cancellation after 14 days before the intended starting time will not be eligible for a refund. If the Additional Services were included as part of your paid subscription, the Additional Services in question will be subtracted from your account as if those Additional Services had been performed as scheduled.

9. Warranty Disclaimer and Limitation of Liability

- a. SUBSCRIBER'S USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT SUBSCRIBER'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY STATEMENTS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY STATEMENT, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY PROMISES THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR ANY PORTION THEREOF, WILL BE ACCURATE, RELIABLE, ERROR-

FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET SUBSCRIBER'S NEEDS OR EXPECTATIONS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CAN NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. NO VERBAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

- b. IN NO EVENT SHALL COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USER OF THE SERVICES OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, SUBSCRIBER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THESE TERMS OF SERVICE, SHALL BE LIMITED TO THE LESSER OF (i) THE AMOUNT PAID BY SUBSCRIBER TO COMPANY IN SUBSCRIPTION FEES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR ACTION AROSE OR (II) THREE HUNDRED DOLLARS (\$300) REGARDLESS OF WHETHER THE CLAIM OR ACTION IS BASED ON CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR OTHERWISE. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. SUBSCRIBER WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES BY SUBSCRIBER AND/OR ITS AUTHORIZED USERS.

10. Miscellaneous

- a. The Company reserves the right to withhold, remove and/or discard any Content available as part of your account, including any Content contributed by you, with or without notice if deemed by the Company to be contrary to these Terms and Conditions.
- b. If the Company fails to exercise or enforce a right under the Terms and Conditions that failure shall not constitute a waiver of such right or provision.
- c. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions will remain in full force and effect.
- d. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to the conflict of principals of laws thereof.
- e. These Terms and Conditions set out the Company's entire agreement and understanding with respect to the subject matter of these Terms and Conditions and supersede all representations, communications and prior agreements (written or oral).
- f. No person or entity not a party to these Terms and Conditions will be deemed to be a third-party beneficiary of these Terms and Conditions or any provision hereof.

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FOLLOW US

CONTACT US

 (800) 831-8449

 education@knowledgewave.com

MAILING ADDRESS

PO Box 4179
Burlington, VT 05406

PHYSICAL ADDRESS

50 Lakeside Ave
Burlington, VT 05401

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Coversheet

Approval of contract with Class Technologies Inc.

Section: VII. Action Items
Item: D. Approval of contract with Class Technologies Inc.
Purpose:
Submitted by:
Related Material: Class Technologies Quote.pdf
Class License and Service Agreement.pdf



CLASS TECHNOLOGIES, INC. ORDER FORM - FEES AND PRICING
REACH Cyber Charter School

This Class Technologies, Inc. Order Form (“Order Form” or “OF”) by and between Class Technologies, Inc. (“Class” or “Company”) and the Customer named above (“Customer”) details the terms of Customer’s subscription license and use of the products and services set forth below (“Pricing Summary”). This Order Form shall become effective upon commencement of the Pilot Term (as defined below) or the Initial Term Effective Date (as defined below), as applicable. This Order Form, together with the [Class License and Services Agreement](#) and any Statements of Work (“SOW”) and/or Exhibits or Addenda, form the entire agreement between the parties in respect of the products and services set forth in the Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Class to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer’s acceptance of this Order Form and the Class License and Services Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represents and warrants that he or she is authorized to execute the Agreement on behalf of Customer or Class as applicable.

PRICING SUMMARY

PRODUCT/SERVICE	User Band	Initial Term Fees upon execution- June 30, 2023	Initial Term Fees July 1, 2023 - June 30, 2024
Class subscription license (annual fee)	7,500-9,999	\$15,000	\$45,000
Premium Support (annual fee)		\$0	\$0
Training subscription (annual fee,) 4 workshops		\$0	\$0
Managed Implementation service (one-time fee)		\$0	-
Discount		(\$5,000)	
Total Fees		\$55,000	

*Pricing based on current User Band as outlined above. Any additional fees for Authorized End User overages shall be applied on renewal based upon Class analysis of Customer Usage Data.

NOTES

Authorized End Users	Registered students, prospective students, faculty, administrators and staff of Customer.		
Initial Term Effective Date	The Initial Term Effective Date shall be upon execution of this Order Form (“Effective Date”).		
Initial Term	This Order Form shall commence on the Effective Date and continue for a period through June 30, 2024 (“Initial Term”).		
Payment Terms	Payment due for Initial Term: USD \$55,000.00 <ul style="list-style-type: none"> Customer shall be invoiced for amounts due for the Initial Term upon the Effective Date. All initial and subsequent payments shall be due Net 30 from the date of Invoice. Unless otherwise specified, all dollars (\$) are United States currency. Sales Tax: If applicable, a copy of your Sales Tax Exemption Certificate must be returned with this Order Form. 		
Renewal Terms	After the Initial Term, the license will renew for successive one (1) year periods following the Initial Term at Company “then current” pricing unless either party gives written notice of termination at least sixty (60) calendar days prior to the conclusion of the Term. Customer shall pay Company each annual Renewal Term Subscription Fee at the start of each annual Renewal Term.		
Additional Notes	1. The pricing herein is limited to one (1) installation of Class integrating with one (1) Zoom domain. In the event, Customer requests integration with multiple Zoom domains, Customer will be required to purchase additional Class licenses.		
Class Remittance Address	1717 N St., NW Suite 1 Washington DC 20036		
Customer Billing Information	<table border="1" style="width: 100%;"> <tr> <td>Billing Contact Name:</td> </tr> <tr> <td>Billing Contact Address:</td> </tr> </table>	Billing Contact Name:	Billing Contact Address:
Billing Contact Name:			
Billing Contact Address:			

	Billing Contact Phone/Email:

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Order Form and Agreement to be executed by their duly authorized officers as of the day and year below.

Class Technologies, Inc.	Customer:
Name & Title: Tess Frazier, SVP & Chief Compliance Officer	Name & Title:
Date:	Date:
Email Address for Notice: legal@class.com	Email Address for Notice:



SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This **SUBSCRIPTION LICENSE AND SERVICES AGREEMENT** (“**Agreement**”) is made and entered into as of the Effective Date by and between Class Technologies, Inc., a Delaware corporation (“**Company**” or “**Class**”) with its principal place of business at 1717 N Street, NW, Suite #1, Washington, DC. 20036 USA and the Customer identified on the associated Order Form. Company and Customer are each referred to herein as a “**Party**” and are collectively referred to herein as the “**Parties**.” In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement shall have their meanings specified below or elsewhere in this Agreement.

1.1 “**Company Data**” means information or data (excluding Customer Data and End User Data), that is compiled, generated or collected by the Subscription Service in connection with the access and use of the Subscription Service by Customer or End User or any information or data that identifies or describes the operation or performance of the Subscription Service.

1.2 “**Confidential Information**” means any proprietary information, whether oral, written, electronic, or in any other format, and whether technical or business in nature, regarding this Agreement, Company’s products or business, including the Subscription Service, information regarding a Party’s products, services, software, intellectual property, pricing, marketing and business plans, other information not generally known to the public and any other information received under circumstances reasonably interpreted as imposing an obligation of confidentiality; provided that, “Confidential Information” shall not include any of such information which: (a) was publicly available at the time of disclosure by the disclosing Party; (b) became publicly available after disclosure through no fault of the receiving Party; (c) was known to the receiving Party prior to disclosure by the disclosing Party; or (d) was rightfully acquired by the receiving Party after disclosure by the disclosing Party from a third party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information.

1.3 “**Customer Data**” means information or data (excluding End User Data or Company Data), that is provided by Customer or collected by the Subscription Service from the Customer in connection with the access and use of the Subscription Service by Customer or any information or data that identifies or describes the operation or performance of the Customer.

1.4 “**Customer Marks**” means and any of Customer’s trademarks, service marks, or trade names that Customer may designate from time-to-time

1.5 “**Days**” means calendar days.

1.6 “**Documentation**” means the documents, user manuals and any technical publications and specifications, as applicable, made generally available by Company to Customers relating to the operation and use of the Subscription Service.

1.7 “**End User**” means the Customer’s user(s) who are authorized by the Customer and Company to use the Subscription Service (including through the Mobile Application).

1.8 “**End User Data**” means information or data that (i) is provided by Customer or an End User, or compiled, generated or collected by Customer or the Company from an End User in connection with the Subscription Service, and (ii) that identifies the End User individually, or that when compared to or otherwise combined or processed with other information enables an individual End User to be identified. “End User Data” includes, without limitation, user name or ID, account number, user profile or preferences, mailing address, email address, IP address, and landline or cellular telephone numbers.

1.9 “**Intellectual Property Rights**” means all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, trade-secrets, and any applications for the protection or registration of such rights and all renewals, and extensions thereof throughout the world.

1.10 “**Mobile Application**” means any mobile application, provided by and/or developed by Company, and to access and use the Subscription Service by Customer or Customer’s End Users.

1.11 “**Student Data**” means any End User Data that is directly related to an identifiable current or former student, or personally identifies a current or former student, that is maintained by a school, school district, or related entity or organization, or by Customer or Company. To the extent U.S. law applies, Student Data may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g).

1.12 “**Subscription Service**” means the software product and platform described in the Order Form hosted by Company or its agents and made generally available for remote access and use by Customer and Customer’s End Users under this Agreement (including through use of the Mobile Application and Web Application).

1.13 “**Usage Data**” means information or data (other than End User Data) (that describes the operation of the Subscription Service or use of Subscription Service by Customer or End Users, including but not limited to the number of End Users served, the volumes or types of Content stored, downloaded or used, the patterns or frequency of such use, use by geographic area or other similar analytical breakdown, billing information, network configurations, characteristics or capacity, performance metrics, test results, trouble reports and customer service information.

2. SUBSCRIPTION SERVICE LICENSE AND RESTRICTIONS

2.1 **License to Subscription Service.** Subject to the terms and conditions of this Agreement and the payment of all applicable Fees, Company hereby grants Customer and Customer’s End Users a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use the Subscription Service solely for Customer’s internal business purposes.

2.2 **License to Mobile Application.** Subject to the terms and conditions of this Agreement and the payment of all applicable Fees, Company hereby grants Customer and Customer’s End Users a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use the Mobile Application solely in connection with Customer’s internal business purposes.

2.3 **Limitations on License.** Customer shall not: (a) modify or make derivative works based on the Subscription Service or Mobile Application; (b) use the Subscription Service or Mobile Application other than as permitted under this Agreement; (c) remove any product identification or other notices contained in the Subscription Service or Mobile Application; or (d) resell or commercially use any content obtained from the Subscription Services; (e) “mirror” the contents of the Subscription Services through the use of HTML frames or other means to display such content on another website or document; (f) use the Subscription Services in a way that could cause damage or adversely affect the Subscription Services, including by means of introducing a virus, breaching any security protocols or spamming the Subscription Services; or (g) reverse engineer the Subscription Service or Mobile Application for any reason or access the Subscription Service or Mobile Application to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Subscription Service or Mobile Application, or (iii) copy any ideas, features, functions, or graphics of the Subscription Service or Mobile Application.

2.4 **Support and Maintenance.** Company will provide support and maintenance services in accordance with the Company’s Support Services Guide located at <https://www.class.com/support-services-guide/>, as may be updated from time to time by Company.

2.5 **Unauthorized Access.** Customer shall, and shall cause its End Users to, promptly notify Company of any unauthorized use, copying, or disclosure of the Subscription Service of which it becomes aware and further agrees to take such commercially reasonable measures necessary to end and prevent any such further use,

copying, and disclosure.

2.6 **Breach of License.** Company, in its sole and exclusive discretion, and without prejudice to any other remedies available to Company under this Agreement or under applicable law, may immediately terminate this Agreement in the event Customer, or any of Customer's End Users, violate the license grants made herein or any provision of this Section 2 (Subscription Service License and Restrictions). Each Party acknowledges and agrees that any breach of license grants made herein or any provision of this Section 2 (Subscription Service License and Restrictions) by Customer or its End Users, shall cause immediate and irreparable injury to Company, and in the event of such breach, Company shall be entitled to seek and obtain injunctive relief, without bond or other security, and all other remedies available at law and in equity.

3. CUSTOM DEVELOPMENT AND PROFESSIONAL SERVICES

3.1 **Custom Development.** If a Customer requests custom development work or customizations of the Subscription Service or Mobile Application ("**Custom Development Services**"), Customer shall notify Company in writing. If, in Company's sole and exclusive discretion, Company agrees to provide the Custom Development Services, such Custom Development Services shall be billed to Customer at Company's then-current rates for development services or upon a mutually agreed upon price in an executed Statement of Work ("SOW"). Any Custom Development Services shall be performed pursuant to a SOW executed between Company and the Customer to be incorporated herein. Company will own all right, title and interest in any Custom Development to the Subscription Service and/or Mobile Application. Customer will be granted a license hereunder to such Custom Developments as incorporated into the Subscription Service and/or Mobile Application subject to any mutual agreed upon fees or price adjustments. To the extent, if any, that ownership of any of the Custom Development does not reside or automatically vest in Company, Customer hereby transfers and assigns to Company all rights, title interest and goodwill which Customer may have in and to such Custom Development. Without prejudice to the generality of the foregoing, in the event that ownership of any Custom Development vests in Customer for any reason, Customer agrees to execute all such instruments and do all such things as Company may require to transfer or assign such ownership to Company. If there is any initial Custom Development to be performed after execution of this Agreement, the scope and terms of such Custom Development will be specified in an initial SOW attached as Exhibit A hereto and incorporated herein.

3.2 **Professional Services.** If a Customer requests project management, sales support, integration, deployment, knowledge and best practice advice or other consultancy, support and maintenance services related to the adoption or deployment of the Subscription Service or Mobile Application ("**Professional Services**"), Customer shall notify Company in writing. If, in Company's sole and exclusive discretion, Company agrees to provide the Professional Services, such Professional Services shall be billed to Customer at Company's then-current hourly rates for the staff resources required at the time or otherwise as mutually agreed up in an executed SOW between Customer and Company, and incorporated herein. If there is any initial Professional Services to be performed after execution of this Agreement, the scope and terms of such Professional Services will be specified in an SOW and incorporated herein.

3.3 **Customer Personnel, Facilities and Resources.** If applicable to any Custom Development or Professional Service, Customer will provide Company with timely access to appropriate Customer personnel and will arrange for Company personnel to have suitable and safe access to Customer's facilities and applicable systems. The SOW may also specify tasks or activities for which Customer is responsible and, if applicable, those tasks or activities that will be performed jointly by Customer and Company.

3.4 **Approvals and Information.** Customer will respond promptly to any request by Company for information, approvals, decisions or authorizations that are needed by Company to perform the Custom Development or Professional Services. Company may if it does not receive a timely response from Customer, take actions which may include suspension of the affected Custom Development or Professional Services.

3.5 **Changes to SOWs.** Either party may propose changes to the Professional Services or Custom Development under an applicable SOW. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees and the Professional Services or Custom Development. The parties will document any agreed upon changes in mutually executed "Change Orders".

3.6 **Customer Delays.** If action or inaction by Customer, or its suppliers' failure to perform their responsibilities in a timely manner, delays or prevents Company from performing the Professional Services or Custom Development, Company will be entitled to an equitable adjustment in the schedule for performance and the fees under the applicable SOW.

4. INTELLECTUAL PROPERTY

4.1 **Protection of Proprietary Rights.** Customer acknowledges and agrees that the Subscription Service is a commercially valuable asset of Company, the development of which required the investment of substantial time, effort, and cost by Company. Customer further acknowledges and agrees that the Subscription Service contains trade secrets of Company and that it is Company's Confidential Information and is proprietary to Company. Accordingly, Customer hereby agrees that it and its End Users will use the highest degree of care to maintain the confidentiality of the Subscription Service. Customer and its End Users shall comply with the obligations in Section 2 (Subscription Service License and Restrictions) including (and without limiting the generality of the foregoing) limiting the use of and access to the Subscription Service only to Customer's End Users.

4.2 **Subscription Service and Mobile Application Ownership.** As between Customer and Company, Company owns all rights, title and interest in and to the Subscription Service and Mobile Application. Except for the license granted in Section 2.1, this Agreement does not grant Customer any right, title, or interest in any intellectual property owned or licensed by Company, including Subscription Service and Mobile Application. Customer agrees to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in this Agreement.

4.3 **Data Ownership.** As between Customer and Company, Customer owns all right, title, and interest, including copyright and other proprietary rights, in Customer Data, End User Data and Student Data, whether collected by Customer or Company. As between Customer and Company, the Company owns all right, title, and interest, including copyright and other proprietary rights, in Company Data and Usage Data, whether collected by Customer or the Company.

4.4 **Customer Data and End User Data License.** Customer hereby grants to Company a limited, nonexclusive, fully paid-up, royalty-free license to Customer Data, End User Data and Student Data to copy, process, store, display and use **solely for purposes of providing Company and End Users access and use of Subscription Service.** Customer grants to Company a worldwide, perpetual, irrevocable, nonexclusive, fully paid-up and royalty-free license to Customer Data, End User Data and Student Data to copy, process, store, display, use, collect and aggregate Customer Data, End User Data and Student Data to extent that Customer Data, End User Data and Student Data, alone or in the aggregate, does not individually identify a specific End User or student or otherwise and provided Company has processed Customer Data, End User Data and Student Data to de-identify any individual End User or student or to create Usage Data.

4.5 **Student Data/End User Data Access. Solely to the extent necessary to provide Customer access and use of the Subscription Service** to the extent using Student Data/End User Data, Customer authorizes Company to access or collect Student Data/End User Data and shall facilitate a reasonable method for Company to obtain such information, for example records stored in Customer's learning management or human resources information systems, or collect data and Student Data/End User Data through other mutually agreed upon secure transfer methods. In the US, Company shall access, collect and process Student Data as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1). Customer agrees that, as between the Customer and Company, Customer is solely responsible for all Student Data/End User Data, whether provided by Customer, students, employees, or any other third-party. Customer represents and warrants that Customer has the authority to provide Student Data/End User Data to Company, and that Customer has provided appropriate disclosures to all Customer's students and End Users regarding Customer's sharing of Student Data/End User Data with Company and has otherwise complied with any disclosure requirements pursuant to FERPA or other applicable regulations.

4.6 **Third-Party Access and Remote Access to Student Data/End User Data.** Customer consents to allow Company to provide access to Student Data/End User Data to Company employees and to certain third-party service providers which have a legitimate need to access such data **in order to provide their services to Company as part of Company's provision of the Subscription Service to Customer.** Customer also acknowledges that, subject to the terms of this Agreement and to the extent permitted by Law, Student Data/End User Data may be accessed and processed by Company support in foreign countries, including countries other than the jurisdiction

from which the Student Data/End User Data was collected, and Customer hereby authorizes such access and processing. In the United States, Company accesses, collects and processes Student Data as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1). Company is solely responsible for the consequences of providing or transmitting Student Data/End User Data to such third parties, or authorizing those third parties to access Student/End User Data through the Subscription Service.

4.7 Student Data/End User Data Retention and Deletion Requests. Customer may request that Company delete or retrieve certain Student Data/End User Data in Company's possession at any time by providing such a request in writing, which request Company shall then comply with in a commercially reasonable time not to exceed thirty (30) days unless a shorter time is required by law. Customer shall be solely responsible for obtaining consents from such students or End User, as required under applicable law, for the retrieval or deletion of Student Data/End User Data. Company will otherwise delete Student Data/End User Data within the time periods required by law, and at a minimum other than ordinary course backups within a commercially reasonable time following the end of the Term.

4.8 License to Customer Trademarks. Customer hereby grants to Company a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use, reproduce, display, and distribute the Customer Marks **solely to provide the Subscription Service to Customer and its End Users**, subject to the terms of this Agreement. Customer further grants Company the right to display the Customer Marks on its website and marketing materials. Company acknowledges and agrees that all Intellectual Property Rights in the Customer Marks belong to and shall continue to belong to Customer (or its licensors or other third-party owners), and Company shall have no rights in or to the Customer Marks other than as specifically set forth in this Agreement.

4.9 Aggregate Data. In order to provide Customer and the general user community with context for reports and other use of the Service, Company reserves the right to: (a) aggregate End User Data to create anonymous data sets that are aggregated with other anonymous content in a manner that cannot readily identify Customer or the End Users as part of the data sets; and (b) collect, compile, synthesize, and analyze information and data on how the service is used by Customer and the Authorized Users; and (c) reserves the right to disclose to and share such information and data with third parties in an anonymous and aggregated form ("**Aggregate Data**"). In no event will any such Aggregate Data personally identify Customer or any Authorized Users. To the extent that any Aggregate Data is collected or developed by Company, it will be solely owned by Company and may be used by Company for any lawful purpose, provided that Company agrees to comply with all applicable privacy and other laws and regulations respecting the dissemination and use of such Aggregate Data.

4.10 Analytics. As part of the Service, Company may provide Customer with access to certain insights and benchmarking data created by, or for Company based on Company content and Aggregate Data ("**Analytics**"). As between Customer and Company, Company retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein. To the extent Company provides Customer with access to any Analytics, Company hereby grants Customer during the Term a limited, non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for Customer's internal business use. Customer acknowledges that the Analytics are the Confidential Information of Company (and thus subject to the obligations in Section 6) and contain valuable trade secrets and other intellectual property of Company and its licensors.

5. FEES AND PAYMENT

5.1 Subscription Service Fees. The pricing and fees for the Subscription Service are forth in the Order Form (the "**Fees**") and will be invoiced in accordance with the provisions set forth therein. Unless otherwise indicated on the Order Form, Company reserves the right to change the Fees for any Renewal Term upon thirty (30) Days prior written notice to Customer.

5.2 Payment Terms. All undisputed amounts to be paid by Customer hereunder shall be due and payable thirty (30) Days after the invoice date. All payments not made by Customer when due shall be subject to late charges of the lesser of (a) one and one and half percent (1.5%) per month of the overdue amount or (b) the maximum amount permitted under applicable law. Any failure to pay undisputed Fees will constitute a material breach of this Agreement by Customer. Customer must notify Company within fifteen (15) days of its receipt of the invoice in case of any disputes related to the invoiced Fees and will work with Company in good-faith to resolve any such dispute. Customer will pay to Company required amounts within ten (10) days of the resolution of such dispute.

5.3 Taxes. Customer shall pay all sales, use and excise taxes relating to, or under, this Agreement such as VAT, GST, etc., exclusive of taxes based on or measured by Company's net income, unless Customer is exempt from the payment of such taxes and provides Company with sufficient evidence of such exemption.

5.4 Suspension. Without limiting Company's termination rights, Company shall have the right to suspend the Subscription Service in the event Customer fails to pay any Fees when due.

6. CONFIDENTIALITY

6.1 Confidentiality Obligations. The Parties agree to hold each other's Confidential Information in strict confidence. The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all reasonable and necessary steps to ensure that Confidential Information of either Party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. Notwithstanding the foregoing, each party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state or local law, regulation, court order, or other legal process, provided it provides the disclosing Party with a reasonable prior notice and cooperates with the disclosing Party to obtain protective treatment against any such compelled disclosure.

6.2 Duration. The obligations under this Section 6 (Confidentiality) shall terminate five (5) years following expiration or termination of this Agreement or as otherwise required by applicable law (except with regard to trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret).

6.3 Feedback. Customer and/or its End Users may provide suggestions, comments or other feedback to Company with respect to the products and services, including the Subscription Service ("**Feedback**"). Feedback is voluntary and Company is not required to hold it in confidence. Feedback may be used by Company for any purpose without obligation of any kind. Nothing contained herein shall preclude Company from developing any products or services or enhancing any existing products or services, including but not limited to the products that are the subject of this Agreement, based on Feedback, provided any such developments or enhancements are not infringing on Customer's intellectual property or Confidential Information.

6.4 FERPA. If applicable, Company shall comply with the applicable requirements of data privacy and data security requirements, including the Family Educational Rights and Privacy Act ("**FERPA**") (20 U.S.C. §1232g) and the regulations adopted thereunder (34 C.F.R. §99) that address disclosures to third parties of student information, and other local, state or federal laws regulating the use and dissemination of Customer's constituent information. Customer appoints Company as a "School Official" as that term is used in Title 34, Code of Federal Regulations, §§99.7(a)(3)(iii) and 99.31(a)(1), for purposes of responding to requests that come to it for "education records" as that term is defined under 20 U.S.C. §1232g (a)(4), with respect to course enrollments and other information needed to provide Content to students. Customer has determined that the Company has a "legitimate educational interest" in responding to such requests, as that phrase is used in the previously cited regulations. Customer agrees to indemnify, defend and hold harmless Company, its officers, directors, employees, shareholders, agents, legal representatives, subsidiaries, affiliates, successors and permitted assigns from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses (including costs of defense, settlement and reasonable attorney's fees and expert witness fees) (collectively "**Liabilities**"), which any or all of them may suffer, incur, be responsible for or pay out to any third party as a result of Liabilities arising from claims or actions resulting under FERPA or other local, state or federal laws regulating the use and dissemination of Customer's constituent information, to the extent such Liabilities are caused by or arise out of the negligence or misconduct of Customer, and provided that Company handles such information consistent with the terms of this Agreement.

6.5 **GDPR.** Company shall comply with the applicable requirements of the General Data Protection Regulation (Regulation (EU) 2016/679). If Customer's use of the Subscription Service requires Company to process any personally identifiable information ("PII" or "Personal Data"), as defined under GDPR, Company shall do so at all times in compliance with the Class Technologies, Inc. Global Data Processing Addendum.

6.6 **Security.** Company has implemented industry standard physical, administrative and technical security measures for the Subscription Service designed to: (a) protect the security and confidentiality of the Customer Data and End User Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Subscription Service, Customer Data, and End User Data, and (c) protect against unauthorized use of or access to the Subscription Service, Customer Data, and End User Data. Company shall also establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Subscription Service and the Customer Data, Student Data and End User Data stored therein.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue for thirty-six (36) months (the "Initial Term") unless otherwise mutually agreed to in the Order Form. Upon expiration of the Initial Term, this Agreement shall be renewed for successive twelve (12) month terms (each a "Renewal Term") at Company's then current pricing unless otherwise mutually agreed to in the Order Form. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term."

7.2 **Termination for Breach.** Either Party may terminate this Agreement with thirty (30) Days prior written notice if the other Party has failed to comply with any material term, condition, or obligation of this Agreement, and such Party subsequently has failed to remedy the default within thirty (30) Days after such notice by the non-defaulting Party.

7.3 **Termination for Non-Payment.** If Customer fails to pay any invoice when due and does not make such payment within ten (10) Days after receipt of notice from Company of such failure, then Company may, in its sole discretion, either: (a) suspend the Subscription Service until such payment is made; or (b) terminate the Subscription Service. In either event, Customer shall remain liable to pay all Fees under this Agreement.

7.4 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, all sums owed to Company by Customer will become immediately due and payable upon the effective date of termination, and each Party shall immediately cease use of all Confidential Information belonging to the other Party and shall irretrievably delete and/or remove such items from all computer hardware and storage media, including backups. Additionally, following termination of this Agreement, Customer shall immediately cease use of the Subscription Service.

7.5 **Survival.** Notwithstanding any provisions contained in this Agreement to the contrary, in addition to any provisions that by their express terms survive expiration and termination of this Agreement, or by their nature may be reasonably inferred to have been intended to survive expiration and termination of this Agreement, the following provisions shall survive expiration and termination of this Agreement: 1 (Definitions), 4 (Intellectual Property), 6 (Confidentiality), 7.4 (Effect of Termination), 7.5 (Survival), 9 (Indemnification), 10 (Limitation of Liability) and 11 (General).

8. WARRANTIES

8.1 **Limited Warranty.** Each Party represents and warrants that (a) it has the authority to enter into this Agreement and to grant the rights and licenses provided herein, and that by entering into this Agreement such Party is not in violation of any previous agreement between such Party and any third party, and (b) it will comply with all laws and regulations applicable to the obligations assumed under this Agreement.

8.2 **No Other Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8 (WARRANTIES), Company DOES NOT MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBSCRIPTION SERVICE (INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), NOR WITH RESPECT TO ANY OTHER MATTER SET FORTH IN THIS AGREEMENT.

9. INDEMNIFICATION

9.1. **By Company.** Company will defend at its expense any suit brought against Customer, and will pay any settlement Company makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that Customer's use of the Subscription Service in accordance with this Agreement and the documentation misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any United States, United Kingdom and European Union copyright; or (b) Company's gross negligence or willful misconduct. If any portion of the Subscription Service becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option: (i) procure for Customer the right to continue using the Subscription Service; (ii) replace the Subscription Service or any part thereof with non-infringing services which do not materially impair the functionality of the Subscription Service; (iii) modify the Subscription Service so that it becomes non-infringing; or (iv) terminate the Subscription Service and refund any fees actually prepaid by Customer to Company for the remainder of the Term then in effect, and upon such termination, Customer will immediately cease all use of the Subscription Service. Notwithstanding the foregoing, Company shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Subscription Service not in accordance with this Agreement or the Documentation; (x) Company's conformance to Customer's specifications; and (y) any use of the Subscription Service in combination with other products, equipment, software or content not supplied by Company. This subsection states Customer's sole and exclusive remedy for infringement claims and actions.

9.2. **Procedure.** To the maximum extent permitted by law, Company's obligations as set forth above are expressly conditioned upon each of the following: (a) Customer shall promptly notify Company in writing of any threatened or actual claim or suit; (b) Company shall have sole control of the defense or settlement of any claim or suit; and (c) Customer shall reasonably cooperate with Company, to facilitate the settlement or defense of any claim or suit. Customer may participate in such defense at its own expense.

9.3 **By Customer.** Customer will defend at its expense any suit brought against Company, its affiliates and their respective employees, directors, or agents, and will pay any damages awarded in such suit, insofar as such suit is based on a third-party claim arising from: (a) that Customer's failure to comply with applicable law; or (b) Customer's gross negligence or willful misconduct.

10. LIMITATION OF LIABILITY

10.1 **Disclaimer of Consequential Damages.** SUBJECT TO SECTION 10.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OR COSTS (INCLUDING LOST PROFITS, LOST REVENUES, LOST DATA, COSTS OF RECREATING LOST DATA, OR LOSS OF USE) RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER OR BOTH OF THEM KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

10.2 **Cap on Direct Damages.** SUBJECT TO SECTION 10.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER TO COMPANY IN THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

10.3 **Exclusions.** NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS UPON THE TYPES AND AMOUNTS OF EACH PARTY'S LIABILITY, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, SET FORTH IN THIS SECTION 10 (LIMITATION OF LIABILITY), SHALL NOT APPLY TO THE FOLLOWING: (A) DAMAGES RESULTING FROM CUSTOMER'S BREACH OF SECTION 2 (LICENSE GRANTS AND RESTRICTIONS); (B) DAMAGES RESULTING FROM A BREACH OF SECTION 6 (CONFIDENTIALITY); OR (C) CLAIMS SUBJECT TO OR AMOUNTS PAYABLE PURSUANT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER.

10.4 **Compliance with Laws and Export.** In connection with Customer's access to and use of the Subscription Service, Customer and Company are responsible for complying with all laws, regulations and policies of all relevant jurisdictions. Unless prohibited by applicable laws, each Party shall defend, indemnify and hold

harmless the other from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of any claim the Subscription Service was accessed, used, exported, or otherwise shipped or transported by the other party in violation of applicable laws, rules, and regulations.

11. GENERAL

11.1 **Nature of Relationship.** In entering this Agreement, Customer does so as an independent party and not as an agent, partner, or joint venturer of Company. Customer does not have any right or authority, nor shall Customer hold itself out as having any right or authority, to assume, create, or enter into any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon, Company.

11.2 **Non-solicitation.** During the term of this Agreement and each SOW and for twelve (12) months after their respective expiration or termination, neither Party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself any employee of the other Party who was involved in the performance of the Party's obligations, unless the hiring Party obtains the written consent of the other Party. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either Party from employing any employee who contacts such Party as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from such Party

11.3 **Marketing Matters.** Company will have the right to issue a press release about the relationship between the Parties without Customer's prior approval. Customer agrees to share insights about their Subscription Service experience with Company.

11.4 **Compliance with Laws.** The Parties shall comply with all applicable local, state, and federal laws and regulations, including all export laws and regulations of the United States.

11.5 **Construction.** The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

11.6 **Governing Law; Venue; Severability.** For North American based Customers, this agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the laws of the state or province in which Customer is primarily headquartered. Venue for any disputes shall be in the Federal Courts of the state or province in which Customer is primarily headquartered. In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not be affected or impaired. For non-United States based Customers, this agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the laws of England and Wales. Venue for any disputes shall be in the courts of England and Wales.

11.7 **Assignment.** Customer shall not assign this Agreement or any rights or obligations hereunder, without the express written consent of Company save as described in the agreement. Company reserves the right to assign this Agreement to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Company. Subject to all of the terms and conditions hereof, this Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

11.8 **Waiver.** The failure to enforce or the waiver by either Party of one default or breach of the other Party shall not be considered to be a waiver of any subsequent default or breach.

11.9 **Notices.** All notices required or permitted hereunder shall be in writing, delivered via email at the Parties respective email addresses set forth in the Order Form. All notices shall be deemed effective upon delivery.

11.10 **Force Majeure.** Except with regard to payment obligations, either Party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party, including, but not limited to, default of subcontractors or suppliers, failures of third party software, default of third party vendors, acts of God or of the public enemy, U.S. or foreign governmental actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood, epidemic, and freight embargoes. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

11.11 **Remedy.** The rights and remedies of the Parties will be cumulative (and not alternative). In the event of any litigation between the Parties relating to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and court costs from the other Party.

11.12 **Entire Agreement.** This Agreement, and each exhibit hereto, together constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. In the event of any conflict or inconsistency between this Agreement and any exhibit, the terms and conditions of this Agreement shall prevail.

11.13 **No Third-Party Beneficiary.** The provisions in this Agreement list rights and obligations of the Parties, and nothing in this Agreement will be deemed to provide any third-party with any enforcement or other rights under this Agreement.

11.14 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same Agreement.

Terms Applicable to Managed Implementation and Training.

In addition to the terms and conditions above, the following terms and conditions apply only to the extent that Customer has purchased the below-referenced Training or Managed Implementation as specified in an Order Form.

12. Managed Implementation:

- Technical Installation – provide technical team with access to Class and verify access
- Admin Onboarding and Enablement – ensure administrators understand workflows related to Class deployment at organization.
- LMS Integration using LTI or API Consultation – mentor the technical team on LTI based LMS integration with Class or provide technical guidance on the use of Class’s APIs.

Objective

The intended outcomes of this effort are to:

- Deploy the solution and ensure effective rollout for the Customer organization.
- Provide knowledge transfer, solution expertise and train Customer project team as the key administrative users who will be critical to the successful rollout and support of the solution.

Activities and Deliverables

The Class Customer Success Manager with the support of other members of the Services team as necessary will lead the Customer through a series of onboarding activities. The Customer will assign the appropriate resources to support this effort (aka “core team,”) that will include a project manager, executive sponsor and other stakeholders where appropriate. The Customer core team will work closely with the Class Technologies, Inc. team to successfully deploy the solution.

Ongoing Operations

The Class Customer Success Manager will close out the onboarding project plan and provide ongoing customer success planning. All day to day product support will be transferred to the Class Support Team.

Customer Responsibilities

To support initial implementation and ongoing support of Class, Customer agrees to provide a day-to-day point of contact. This person can either be a system administrator or project manager/administrator who is ultimately responsible for the success of the effort. This resource will act as the team lead on the Customer core team. His or her responsibilities include:

1. Attend project team meetings and training sessions designed to prepare the core team to perform and manage all administrative processes.
2. Provide access to resources and staff as necessary for this project;
3. Follow-up on questions and circulate materials as appropriate;
4. Facilitate scheduling, invite and confirm participants for online presentations and working sessions if appropriate;
5. Ensure access to data sources and any other relevant inputs to the process

Customer also agrees to include executive-level leadership and support for the project. Duties of the core team include:

1. Primary stakeholders for the project and validate the direction and ongoing uses for how Class will be used at the institution.
2. Participation in discussions during the implementation
3. Determine key roles & responsibilities for the deployment.

Closeout Process

As part of our methodology, the Class Customer Success Manager will consolidate relevant information and formally close out the project once the above tasks and activities are completed. This includes incorporating feedback, identifying key insights and scheduling a debrief session with Customer team to review findings.

Change Management

Once Customer has agreed upon the activities included in this proposal, the combined project team (Class and Customer) will utilize change control if a change occurs that may impact the agreed upon schedule. Any request for any change in service must be in writing: this includes requests for changes in project plans, scope, schedule, requirements and specifications, or any other aspects of the project. Services related to changes will be performed only after the Customer and Class agree in writing to the proposed changes.

13. Training Services:

Pilot Train the Trainer (one-time fee)- 2 workshop sessions for instructional support staff & administrators

- Lead live workshop virtual training sessions (50 participants max/workshop; recorded and shared for institutional use), with a walkthrough of product features, tools, and views
- Workshops are interactive, instructor-focused, problem-solving discussions guided to address unique concerns or use cases
- Provide access to the Class online knowledge library of user guides, and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions

Training Services for K12 Customers: must be used within one (1) year of the annual Term in which they were purchased.

Training subscription (annual fee): - workshop sessions for instructional support staff & administrators

- Sessions can be used for Train the Trainer or Instructor Training
- Lead live workshop virtual training sessions (50 participants max/workshop; recorded and shared for institutional use), with a walkthrough of product features, tools, and views
- Workshops are interactive, instructor-focused, problem-solving discussions guided to address unique concerns or use cases
- Provide access to the Class online knowledge library of user guides, and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions

Train the Trainer/Instructor Training (one-time fee)- 2 workshop sessions for instructional support staff & administrators

- Sessions can be used for Train the Trainer or Instructor Training
- Lead live workshop virtual training sessions (50 participants max/workshop; recorded and shared for institutional use), with a walkthrough of product features, tools, and views
- Workshops are interactive, instructor-focused, problem-solving discussions guided to address unique concerns or use cases
- Provide access to the Class online knowledge library of user guides, and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions

Training Services for corporate and higher education Customers: must be used within one (1) year of the annual Term in which they were purchased.

Train the Trainer/Instructor Training (one-time fee)- workshop sessions for instructional support staff & administrators

- Sessions can be used for Train the Trainer or Instructor Training

- Lead live workshop virtual training sessions (50 participants max/workshop; recorded and shared for institutional use), with a walkthrough of product features, tools, and views
- Workshops are interactive, instructor-focused, problem-solving discussions guided to address unique concerns or use cases
- Provide access to the Class online knowledge library of user guides, and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions

Training Subscription (annual fee)- this subscription will consist of workshops of Instructor training and Train the trainer for instructional support staff

- Live workshop sessions with an experienced facilitator (50 participants max/workshop; recorded and shared for institutional use)
- Walkthrough of product features, tools, and views
- Access to a library of detailed instructor guides and videos
- Provide support materials for instructional support staff to hold their own on-site training sessions
- Hours do not roll over to next annual term
- Additional sessions may be purchased

Coversheet

Approval of Staffing Contract - Robert Half

Section: VII. Action Items
Item: E. Approval of Staffing Contract - Robert Half
Purpose:
Submitted by:
Related Material: Robert Half-Contract_Terms.pdf



March 2, 2023

Personal & Confidential
Michael Garman
Reach Cyber Charter School
750 East Park Drive, Suite 204
Harrisburg, PA 17111

Dear Michael,

Thank you for selecting Robert Half to meet your permanent placement needs. We look forward to working with you in your search for a .

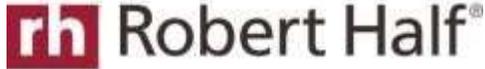
Based on our conversation, if Robert Half refers a successful candidate for the position(s) noted above, the terms of this letter shall apply. We agree to a fee of 25% of the hired candidate's annual starting salary.

For any candidate we refer for this position(s), this letter and all additional terms in the enclosed Fee Schedule & Guarantee will represent the terms of our agreement. **In the event of any conflicting terms between this letter and the Fee Schedule & Guarantee, this letter will govern.** This letter agreement is only applicable to, and the only Robert Half International Inc. practice group and branch obligated under this letter agreement is, the finance & accounting practice group of the branch located at 1735 Market Street, 25th Floor, Philadelphia, PA 19103 . We will send you a letter of confirmation regarding this agreement when a candidate has been selected.

We appreciate your business and look forward to working with you to locate a candidate who will be a valuable addition to your company. In the meantime, please do not hesitate to contact me if you have questions or if I can be of additional service.

Sincerely,

Sandi Nush
Recruiting Manager



FEE SCHEDULE & GUARANTEE

Thank you for your confidence in *Robert Half*!

Our fees, payable by you, the employer, are contingent on the hiring of a candidate referred by one of our offices. Our standard fee is 35% of the hired candidate's annual salary. However, as discussed and agreed upon for this placement only to further promote our partnership with you, we agree to a reduced fee of 25% of the hired candidate's annual starting salary.

All fees are earned at the time the candidate accepts the position and the fees will be invoiced no more than ten (10) calendar days before the scheduled starting day of employment. Invoices are payable fifteen (15) calendar days from the invoice date. Applicable sales and service taxes will be added to the above amounts.

We reserve the right to include as annual salary any expected bonus, commission or guaranteed increase in salary which is part of the initial employment offer.

ROBERT HALF GUARANTEE

If the full fee is paid within fifteen (15) calendar days from the invoice date, a ninety (90) calendar day pro rata guarantee will be in effect. Otherwise, a thirty (30) calendar day pro rata guarantee will be in effect. In either case, if the employee's employment terminates for any reason other than reorganization, elimination of position, takeover or material change in job responsibility within the applicable guarantee period, we will refund a pro rata portion of the full fee actually paid to us for such candidate or issue a pro rata credit for such amount in the event we provide a replacement. The refund or credit will be equal to 1/90th or 1/30th of the full fee actually paid to us for such candidate, as applicable, multiplied by the number of calendar days remaining in the guarantee period as of the last day of employment.

REFERRALS

The fee applies to candidates referred by us for a specified or an alternate position, and employed by you (or an affiliate or any other entity as a result of subsequent referrals by you), either as an employee, consultant or independent contractor, within twelve (12) months from the date of our last referral of a candidate. Please notify us immediately if you require Robert Half to perform background checks or other placement screenings of the final candidate selected for employment. We will conduct such checks or screenings only if they are described in a signed, written amendment to this Fee Schedule & Guarantee.

NO CONTRARY AGREEMENTS

This Fee Schedule & Guarantee and the attached cover letter contain the complete and final agreement on the topics discussed herein and supersede any prior agreements or understandings on these topics. If there is a conflict between this Fee Schedule & Guarantee and the attached cover letter, the attached cover letter will prevail over a conflicting term in this Fee Schedule & Guarantee. Our employees do not have the authority either to verbally modify this Fee Schedule & Guarantee or to assume additional responsibilities (except as set forth in the attached cover letter) other than those set forth in this Fee Schedule & Guarantee.

All referrals are made in confidence. Acceptance of our candidate referrals constitutes acceptance of the terms of this fee schedule.

Coversheet

Approval of Summer Learning Kit Proposal

Section: VII. Action Items
Item: F. Approval of Summer Learning Kit Proposal
Purpose:
Submitted by:
Related Material: Summer Learning Kit Proposal.docx

Summer Learning Kit Proposal

Reach is requesting approval for a \$250,000 reserve for summer learning kits through Summer Bridge Activities. Kits will be mailed to about 5,000 students entering grades Kindergarten through 8th for skill practice, including a physical workbook, flashcards (K-6), two non-fiction books, two fiction books, and a drawstring backpack. These kits will provide students with an opportunity to practice skills throughout the summer to prevent summer learning loss. Additionally, pencils and pencil sharpeners will be provided.

Total Reserve Funding Requested from ESSER Learning Loss Funds: \$250,000



Coversheet

Approval of Dual Enrollment Agreement with Northern PA Regional College

Section: IX. Strategic Planning
Item: B. Approval of Dual Enrollment Agreement with Northern PA
Regional College
Purpose:
Submitted by:
Related Material: Norther PA RC_Reach MOU.pdf

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

DUAL-ENROLLMENT AGREEMENT
WITH
REACH CYBER CHARTER SCHOOL
2022-2023

THIS AGREEMENT, is made this 18th day of November, 2022 by and between Northern Pennsylvania Regional College, (hereinafter referred to as “NPRC”) a post-secondary educational institution in the Commonwealth of Pennsylvania authorized by the Pennsylvania Department of Education to grant associate degrees and the REACH CYBER CHARTER SCHOOL, located at 750 E Park Dr #204, Harrisburg, PA 17111 (herein after referred to as “District” or “Paying Party”) (Federal I.D. #47-4968734).

BACKGROUND

WHEREAS, NPRC is an educational institution that provides courses in the area of education and is desirous of providing such an educational experience to students; and

WHEREAS, the District is desirous of establishing a relationship with NPRC whereby its students may receive experience in college-level education subject to the provisions of this agreement (referred to hereinafter as “Agreement” or “Contract”); and

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

I. PURPOSE

The Purpose of the Dual Enrollment Program and this Agreement is to allow eligible and appropriately qualified high school students the benefit and advantage of enrolling in college classes concurrently with high school classes, the benefit of receiving both high school and college credit, and the benefit of experiencing course work at the college level at a reduced cost to students.

II. DUTIES AND RESPONSIBILITIES OF NPRC

- a. *Selection of Students.* NPRC shall have the final responsibility for the selection of qualified students to participate in all classes. Selected students must have the appropriate educational experience. Students may be asked to provide appropriate documentation demonstrating that they meet the qualifications to participate. Students who do not provide appropriate documentation by the date designated by NPRC will not be enrolled in the class.
- b. *Education of Students.* NPRC agrees to offer the following classes during the 2022-2023 academic year which includes the fall 2022, spring 2023, and summer 2023 academic terms:

ACC 120: Accounting I
ACC 125: Accounting II
BIO 105: Environmental Biology
BIO 110: Human Biology
BIO 111: Human Biology Lab
BIS 155: Introduction to Business Information Systems
BIS 225: Data Management and Analytics
BIS 235: Internet Technology for Business
BUS 105: Business Foundations
BUS 220: Principles of Marketing
BUS 230: Principles of Management
CIS 150: Business Technology
CRJ 110: Introduction to Criminal Justice
CRJ 225: Criminology
CRJ 235: Criminal Procedure
CRJ 240: Criminal Justice Ethics
CRJ 245: Cybercrime
ECE 110: Introduction to Early Childhood Education
ECE 118: Family Involvement and Collaboration
ECE 150: Creative and Expressive Arts
ECN 220: Microeconomics
ECN 225: Macroeconomics
ENG 110*: Writing I
ENG 115: Writing II
ENG 210: Business and Professional Communication
ENG 220: Introduction to Literature
FIN 110: Music Appreciation
FIN 205: Humanities Through the Arts
HST 110: History Without Borders
MTH 120**: Foundations of Math
MTH 130***: College Algebra
MTH 225**: Applied Statistics
PHL 110: Introduction to Philosophy
POL 210: US Government and Politics
PSY 110: Introduction to Psychology
PSY 210: Human Development
REL 210: World Religions
SOC 110: Introduction to Sociology
SPC 205: Interpersonal Communication
SPC 210: Public Speaking
SWK 105: Introduction to Social Work
SWK 205: Human Behavior and the Social Environment I
SWK 210: Human Behavior and the Social Environment II
SWK 230: Human Diversity

*Students who enroll in ENG 110 Writing I are required to enroll in the co-requisite support course, ENG 095 Integrated Reading, Writing, and Success Strategies, unless they request and are granted an exemption in alignment with the criteria outlined below:

Students who are currently enrolled in high school as a junior or senior may request and be granted exemption from enrollment in ENG 095 Integrated Reading, Writing, and Success Strategies as a co-requisite to ENG 110 Writing I, if they provide evidence that they meet or exceed ONE of the following standards:

- a. High school GPA of 85/3.25 or higher;
- b. ACT English score of 18 or higher and ACT Reading score of 18 or higher; or
- c. SAT-1 verbal score of 500 or higher.

In addition, students who wish to enroll in ENG 110 Writing I may request exemption from corequisite enrollment in ENG 095 Integrated Reading, Writing, and Success Strategies by completing the Next-Generation Accuplacer exam and receiving a writing scaled score of 254 or higher AND a reading scaled score of 248 if they have a high school GPA between 75/2.5 and 85/3.25 and are currently enrolled in high school as a junior or senior.

**Students who enroll in MTH 120 Foundations of Math or MTH 225 Applied Statistics are required to enroll in the co-requisite support course, MTH 090 Math and College Reasoning Strategies, unless they request and are granted an exemption in alignment with the criteria outlined below:

Students who are currently enrolled in high school as a junior or senior may request and be granted exemption from enrollment in MTH 090 Math and College Reasoning Strategies as a corequisite to enrollment in MTH 120 Foundations of Math or MTH 225 Applied Statistics if they provide evidence that they meet or exceed ONE of the following standards:

- a. High school GPA of 85/3.25 or higher;
- b. ACT Math score of 19; or
- c. SAT-1 Quantitative score of 510

In addition, students who wish to enroll in MTH 120 Foundations of Math or MTH 225 Applied Statistics may request exemption from MTH 090 Math and College Reasoning Strategies by completing the Next-Generation Accuplacer exam and receiving a score of 250 or higher on the arithmetic test AND scaled score of 255 or higher on the quantitative reasoning, algebra, and statistics test, if they have a high school GPA between 75/2.5 and 85/3.25 and are currently enrolled in high school as a junior or senior.

***For enrollment in MTH 130 College Algebra, ALL students must meet or exceed ONE of the following standards:

- a. ACT Math Score of 19;
- b. SAT-1 Quantitative Score of 510; or
- c. Concurrent enrollment in MTH 095 Algebra and College Reasoning Strategies.

The list above is subject to change. Some of the courses listed require prerequisite courses which students may or may not have completed. Complete course description are available on the [College website](#) in the [College Catalog](#). Additional courses that become available during academic terms may also be offered to the students upon the mutual agreement of the Parties hereto. Courses may be cancelled at the discretion of NPRC.

NPRC shall assume full responsibility for the classroom education of its students. NPRC shall be responsible for the administration of the program, the curriculum content, the requirements for participation, grading, graduation, maintenance of records, and faculty appointments. All students are subject to NPRC policies detailed in the current Catalog.

- c. *Provision of Materials.* NPRC will be responsible for providing all necessary registration materials to the appropriate district personnel and will provide whatever support is necessary for successful completion of the enrollment process.
- d. *Student Requirements/Eligibility.* Students must have successfully completed their sophomore year of secondary education, have been granted junior standing to be eligible for admission and enrollment, and have made satisfactory progress toward fulfilling applicable school graduation requirements as determined by the District based on credits earned. Students must have a minimum grade point average of 2.5 for eligibility. All students must have the recommendation of the high school principal and/or guidance counselor.

NPRC staff review transcripts to determine eligibility. In order to remain in this program, the student must maintain a minimum high school grade point average of 2.5. The student also must earn a minimum of C in each completed dual enrollment course.

Enrollment is limited to a maximum of six (6) credit hours during the first semester and a maximum of twelve (12) credit hours during each subsequent semester for dual enrollment students. The maximum credit-hour enrollment permitted includes the total of all credit hours of enrollment at all post-secondary institutions of higher learning.

NPRC acknowledges and agrees that, in the event a student is suspended or expelled by the District, the student shall not be permitted to participate in the dual enrollment program during the period of said suspension or expulsion. Under such circumstances and when applicable, NPRC shall utilize its withdrawal policies and tuition reimbursement policies in order to determine whether the student, the student's parents/guardians, or the District is entitled to a refund of any portion of the tuition costs paid to NPRC.

- e. *No Remedial Courses.* Dual enrollment students are subject to the same placement standards as all other students as provided by the NPRC Catalog. Courses offered to dual enrollment students are identical to those offered to regularly matriculated students. Required prerequisite coursework requirements are identical to those enforced for courses when dual enrollment students are not enrolled. Co-requisite support courses are provided for ENG 110, MTH 120, and MTH 130 (see II.b. for details).
- f. *Direct Contact with Children.* NPRC shall provide proof of compliance with all applicable requirements of 24 P.S. § 1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, et. seq. and 23 Pa.C.S.A. §6301, et. seq. for any NPRC employee who will have direct contact with children.

III. DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- a. *Establishment of Classroom Facilities.* The District authorizes the use of its facilities as may be agreed upon by the District and NPRC.
- b. *Student Records.* The District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- c. *Recruitment.* The District shall recruit and designate such students that it wishes to enroll in the contracted class.

IV. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The Parties agree that NPRC will determine class enrollment limits and enrollment will be contingent in individual classes based upon the space available. District students will be given every consideration for class placement.
- b. *Compensation.* Tuition shall be \$60 per credit hour (\$180 per 3-credit course). As with the District's other dual enrollment programs that meet all requirements of 24 P.S. 16-1611-B et. seq. and the eligibility requirements for grant funding, the District, in accordance with the District's Dual Enrollment Resolution and at

its sole discretion (unless required to do otherwise by law), may contribute tuition assistance in addition to the NPRC scholarship for any District student who chooses to enroll in the program. The remaining tuition amount will be the responsibility of the student/parent(s).

Notwithstanding Section V(2) of the Agreement, the Parties agree that the District reserves the right to modify the amount of any District contribution at its sole discretion, without the consent of NPRC, and without the necessity of amending this Agreement.

The Parties understanding and agree that said District Contribution is contingent upon a student's voluntary choice and the circumstances under which tuition reimbursement is afforded when a student withdraws from a course, NPRC's withdrawal policies and tuition reimbursement policies will be in effect and shall govern all classes covered by this Agreement. In the event NPRC terminates the Agreement for its convenience in accordance with Section V(6)(a) of this Agreement, the District shall be entitled to a pro-rated refund for services that have been paid for but not yet performed by NPRC.

- c. *Textbook Charges.* Textbook costs will be the responsibility of the student/parent(s).
- d. *Term of Agreement.* The term of this Agreement shall be from July 1, 2022, through June 30, 2023.
- e. *Student Credit.* In order to successfully complete a course listed in this Agreement, students must earn a minimum grade of "C". The District will award credit (and determine whether it's a core or an elective credit) for and recognize courses that are successfully completed under this Agreement as fulfilling its graduation requirements. The District awards 1 high school credit per 3 credit hour college course completed under the terms of this agreement. However, the District will award a student no more than one credit for courses successfully completed during the Summer (after the completion of the Spring Semester and prior to the start of the Fall Semester), regardless of how many courses are successfully completed and regardless of the fact that July 1 marks the beginning of the District's new year. For example, (i) if a student successfully completes one or more courses after the conclusion of the Spring Semester and prior to July 1 and also successfully completes one or more courses on or after July 1 and prior to the start of the Fall Semester, the District will award only one credit; (ii) if a student successfully completes two or more courses after the conclusion of the Spring Semester and prior to July 1, the District will award only one credit; or (iii) if a student successfully completes two or more courses on or after July 1 and before the start of the Fall Semester, the District will award only one credit.

NPRC will award postsecondary credit, not to exceed 30 postsecondary credits in any academic year, to students who successfully complete courses identified in

this Agreement as identified above. NPRC will transcript this credit in the same manner other students who take a course at this institution. If a dual enrollment student becomes a regularly enrolled student at NPRC following graduation from secondary school, NPRC shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.

- f. *Promotional Materials.* Both NPRC and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for dual enrollment to parents and students.
- g. *Committee Members.* The Dual Enrollment Committee appointed for the term of this Agreement is comprised of the following individuals:

Jane Swan, Chief Executive Officer, Reach Cyber Charter School
LeeAnn Ritchie, Chief Academic Officer
Cody Smith, High School Principal
JD Smith, Director of Career Readiness
David Taylor, School Board President
Melinda Saunders, Vice President of Academic and Student Affairs, Northern Pennsylvania Regional College
Leigh Anne Kraemer-Naser, Director of Applied Studies
Lori McNeal, Registrar, Northern Pennsylvania Regional College

Notwithstanding Section V(2) of this Agreement, the Parties agree that, in the event that any member of the Dual Enrollment Committee becomes unable to serve in said capacity for any reason during the term of this Agreement, the District or NPRC shall be entitled to select a new member without the need to amend this Agreement.

- h. *Termination of Class Offering.* Without terminating this Agreement, NPRC or the District may terminate any class offering covered by this Agreement for any reason with ten (10) days' notice prior to the commencement of the class. In the event that any class offering is terminated in accordance with this provision, the Parties agree that NPRC shall not be entitled to any compensation for said course.
- i. *Transportation.* Unless otherwise required by law, the District shall have no obligation to, and shall not be required to, transport students to and from the classroom facilities. In the event the District elects to provide transportation, said decision is discretionary and District transportation can be terminated at any time at the sole and unrestricted discretion of the District.
- j. *Notice.* All notices hereunder shall be deemed to have been delivered immediately upon hand-delivery or, if mailed, then three days after mailing by United States mail when sent by certified or registered mail, to the following address:

Reach Cyber Charter School
750 E Park Dr #204
Harrisburg, PA 17111
ATTN : Superintendent

Northern Pennsylvania Regional College
300 2nd Avenue, Suite 5
Warren, PA 16365
ATTN: Melinda Saunders
Vice President of Academic and Student
Affairs

V. **TERMS AND CONDITIONS FOR CONTRACTS WHERE NPRC IS RECEIVING MONEY AND/OR PERFORMING SERVICES**

1. **Liability.** Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense as a result of entering into this Contract. This provision shall not be construed to limit the District's claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of NPRC or the District.
2. **Amendments.** This Contract represents the complete agreement between the Parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Contract shall be in writing in the form of a supplemental agreement signed by all necessary Parties, shall set forth therein the proposed change, correction, or addition, and shall be approved by the District's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.
3. **Applicable Law.** This Contract shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Paying Party consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Paying Party agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
4. **Independent Contractor.** In performing the services required by the Contract, each Party will act as an independent contractor and not as an employee or agent of the other Party. The relationship of the Parties to this Contract to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
5. **Conflict in Terms.** Should any portion of the Agreement contain terms which conflict with those contained within this page, the terms contained on this page shall unequivocally control.

6. Termination of Contract. NPRC or District has the right to terminate the Contract for any of the following reasons. Termination shall be effective upon written notice to the other Party:

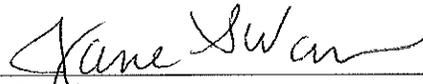
- (a) Termination for Convenience. NPRC or District shall have the right to terminate the Contract for its convenience if it determined termination to be in its best interest. NPRC shall be paid for work satisfactorily completed prior to the effective date of the termination.
- (b) Termination for Cause. NPRC or District shall have the right to terminate the Contract upon written notice for the other Party's default as to any of the terms contained in the Contract between the Parties or by law. If it is later determined that NPRC or District erred in terminating the Contract for cause, then, at NPRC's or District's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).
- (c) Notwithstanding the provisions of sections (a) and (b) of this section, if semester classes have already commenced prior to termination of this Agreement by either Party, NPRC and District agree to complete all course offerings for the semester in which notice is given, and NPRC shall be paid for work through the completion of the semester in which notice is given.

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

ATTEST: (SEAL)

REACH CYBER CHARTER SCHOOL

Secretary



Jane Swan,
Chief Executive Officer

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

Melinda Saunders,
Vice President of Academic and Student
Affairs