

APPENDIX I

RESUMES OF BOARD OF TRUSTEES

This appendix includes the following:

- Resumes of Board of Trustees
 1. Joyce Good
 2. Stephanie Haas Thoeny
 3. David Hardy
 4. C. Tyler Havey
 5. Mark LeBlond
 6. Laura Potthoff
- References for Board Members

Joyce A. Good, Ed.D.


good2greatconsulting@gmail.com

PROFESSIONAL EXPERIENCE

2020 – Present

CEO GoodtoGreat Consulting

- Contracts with school districts to review online programs and assist their staff in creating effective online experiences

Adjunct Professor at Lebanon Valley College

- Designed the program for an Online Teaching Endorsement and teaches all 4 courses for Lebanon Valley College

STS – Substitute Teaching Service

2019 – 2020

Vice President of Instructional Development, Commonwealth Charter Academy

- Oversaw the creation of an Adaptive Learning engine that harnesses Artificial Intelligence technology to drive personalized instruction to every learner
- Oversaw the creation of a learning blueprint that details when and how a student interacts with different levels of learning as well as when and how a teacher interacts with online learners
- Supervised the writing of essentialized courses to meet the needs of learners who displayed a multi-year deficit in learning
- Oversaw the creation of interactive dashboards to deliver real-time data on student performance to teachers
- Developed a digital Personalized Assistant to help teachers quickly identify how to structure their daily tasks based on student performance
- Developed interactive activities to create a game-based learning approach
- Oversaw the inclusion of accessibility features in all videos, text, graphics and audio files

2015 – 2019

Senior Director of Learning, CCA

- Oversaw the design and implementation of a new learning management system, Edio
- Supervised a team to write all core courses K-12 (144 courses)
- Developed and coordinated an online program to meet the needs of all students including a curriculum that focused on basic skills and encouraged higher-order competencies such as problem solving, communication, creativity, collaboration, technical literacy, and critical thinking skills
- Ensured the lessons assisted in developing a growth mindset that highlights learning strategies and builds resiliency in students
- Developed and implemented a data-driven literacy program, including a strong RTII structure and Student Support Team to assist struggling readers
- Coordinated a program to assist a neighboring district in implementing an online program

- Implemented an Induction, Mentoring and Coaching programs
- Provided support for Teacher Effectiveness in an online environment
- Oversaw a Professional Development Program that held onsite conferences for over 600 participants

2012 – 2015

Director of Academics, PA Leadership Charter School

- Oversaw the academic program for 2500 K-12 students including
 - Federal Programs (Title I, ESL, School Improvement)
 - Special Education
 - Blended Fine Arts and Gifted programs
 - Cyber delivery of Elem, MS and HS programs
- Directed Human Resource issues for an academic staff of 170
- Supervised and evaluated a leadership team of twelve
- Responsible for Academic Budget
- Reported directly to CEO and Board of Directors

2001 – 2012

Elementary Technology Coordinator, Warwick School District

- Member of Strategic Planning Committee for implementation and acquisition of technology
- Wrote policies on using Electronic Device usage, Acceptable Use of Technology (AUP) and created guidelines for allowing students to use their own devices at school (BYOD)
- Designed Tech Curriculum for K-6 including skills in keyboarding, multi-media, spreadsheets, databases, word processing, legal and ethical issues, and telecommunication skills including online safety, cyber-bullying, research skills, social networking and online communication skills
- Designed and conducted professional development:
 - Integrating technology curriculum skills into the core curriculum
 - Pennsylvania Standards Align System (SAS)
 - WarwickWare products
 - Created an online presence for teachers using TeacherWeb pages
 - Accessed student data to improve instruction using DataBlender
 - Wrote and accessed students' specifically designed instruction using IEP etc.
 - Created online learning experiences using Moodle Web 2.0 tools, iPad and mobile devices
 - Provided whole group, small group and individual support on hardware, software
 - Differentiated training based on teacher proficiency
 - Offered a customer service approach for teachers to gain technical skills
- Budgeted, selected, purchased, and deployed hardware and software solutions to support the RtII framework, Title I programs, all areas of the curriculum
- Co-writer of the Classrooms for the Future Grant and multiple Foundation Grants
- Supervised and evaluated Elementary Technology Resource Teachers and Lab Assistants

1994 – 2001

Warwick SD Fourth Grade Teacher

1986 – 1994

Warwick SD First Grade teacher

1983 – 1986

Lower Dauphin SD Kindergarten/ESL teacher

EDUCATION & CREDENTIAL

Temple University, PA

Letter of Eligibility, 2018

Supervisory Certificate, 2011

Principal Certificate (K-12), 2010

University of Delaware, DE

Doctor of Education DE, 2007

Penn State University, PA

Instructional Technology Specialist Certification, 1999

Johns Hopkins University, MD

Master of Education, 1994

West Chester University, PA

Bachelor of Science, Elementary Education, 1983

Noteworthy Credentials

- Software Designer and Trainer WarwickWARE™
 - Designed **WarwickWare DataBlender**: an online data-warehouse that stores student data including: WIDA, DIBELS, 4Sight, PSSA, Core Phonics, and RtII intervention and tier history
 - Designed **IEP etc.** a program to create IEP's, NORA's and Gifted IEP's
 - Designed Grades etc. an online gradebook.
 - Designed discipline, student-scheduling and attendance software
 - Created and delivered training on Teacher Webpages, DataBlender, WarwickWare, IEP etc. and online gradebook
 - Created website and material for marketing WarwickWare software solutions
- Conference Committee Memberships
 - Co-Chair of the annual IU13 Elementary Technology Conferences (ETC)
 - Pennsylvania Technology Expo and Conference (PETEC) Pre-Conference Member
- Conference Presentations
 - *RtII and a Data Warehouse Solution* (PETEC, 2012)
 - *Creating a Technology Plan* (PASA, 1997)
 - *Effective Hiring Practices* (PSBA, 1997)
 - *The Use of Computers in the Whole Language Classroom* (1991, MICCA-MD Instructors Computer Coordinators Association)

- Advisor, Board, and Trustee Positions
 - School Board Member - Pequea Valley School District (18 years)
 - Supported PV as it transitioned to a Mass Customized Learning School (MCL)
 - Instrumental in moving PV to a one-to-one learning environment
 - Board Secretary
 - Act 93 negotiating committee member
 - Pequea Valley Strategic Planning Steering Committee
 - Member of the Education Committee at Bellevue Church and Sunday teacher

Stephanie Haas Thoeny

[REDACTED]
[REDACTED]
StephanieH@sovinsurance.com

PROFESSIONAL EXPERIENCE

2020 – Present

Sovereign Insurance Group, Account Executive

- Charter School Practice Leader
- Oversees new partnerships and new business for the agency
- Manages a book of charter schools

2017 – 2020

Lamb Insurance Services, Account Executive

- Solely managed business development

2014 – 2017

CBIZ Insurance Services, Account Executive

- Managed a book of physicians
- Marketed the book of business

2006 – 2014

Physicians Insurance Consultants, Inc., Account Executive

- Managed a book of business mainly professional liability insurance for physicians, surgeons, dentists, and other allied healthcare professionals

2005 – 2006

Philadelphia Insurance Companies, Account Manager

- Successfully managed and maintained renewal book of business
- Handled other marketing duties and responsibilities pertaining to sales

EDUCATION & CREDENTIAL

Villanova University

Bachelor of Arts - English

Noteworthy Credentials

- Resident Insurance Producer: Lines of Authority: Casualty and Allied Lines, Property and Allied Lines
- American Aerobic Association International (AAAI) certified personal trainer
- Board of Directors – 1789 Fund
- Board of Directors – Blue White Scholarship Foundation
- Team in Training mentor for Philadelphia Insurance Triathlon

- Team in Training participant and volunteer
- Habitat for Humanity volunteer
- Covenant House volunteer
- Youth on a Mission of Vero Beach volunteer
- Division I Varsity Lacrosse and Field Hockey Player at Villanova University

David Hardy

dph@commonwealthfoundation.org

PROFESSIONAL EXPERIENCE

2020 – Present

Commonwealth Foundation, Distinguished Senior Fellow –

2017 – 2020

Commonwealth Foundation, Senior Advisor/ Executive Director

- Excellent Schools PA
 - Provided guidance and direction for lobbying for a new public education advocacy group

2005 – 2017

Boys' Latin of Philadelphia Charter High School, Chief Executive Officer

- Applied for and was granted a charter for an all-boys college preparatory high school with the specific mission of increasing African American college completion rates.
 - Boys' Latin of Philadelphia Charter School
 - is the only single gender charter school in Philadelphia that teaches Latin.
 - has the highest male college matriculation rate (87%) of any public, charter, private or parochial high school in Pennsylvania.
 - has the largest Latin department of any public high school in Pennsylvania.
 - has participated in the National Latin Exam and the Pennsylvania Junior Classics Leagues demonstrating outstanding outcomes.
 - has been featured in national stories in the Wall Street Journal and on NBC's Megyn Kelly Show.
- Completed two charter renewal evaluations and was granted permission to expand Boys' Latin to middle school grades

2004 - 2005

Fairhill Community High School, Executive Director

1986 - 2004

Community Academy of Philadelphia Charter School

- Developed contracted programming serving at-risk teens in K-12 charter school serving over 1200 students
- Completed Philadelphia's first charter school facility bond financing which was highlighted in several financial trade newspapers including the Bond Buyer and the Philadelphia Business Journal
- Developed an annual giving campaign where over \$1 million was raised

1983 – 1985

Hunt Manufacturing Company, Manager of New Product Development

1980 – 1983

SEI, Product Manager

1974 – 1980

IBM, Marketing Representative

EDUCATION & CREDENTIAL

Yankton College, SD

Bachelor of Arts: English, 1974

University of Pennsylvania, College of General Studies

Fundraising Certificate, 2001

Noteworthy Affiliations

- Trustee, Pennsylvania Coalition of Public Charter Schools 2017 – Present
- Trustee, Ad Prima Charter School 2016 – Present
- Trustee, Independence Mission Schools 2019--2022
- Trustee, Holocaust Awareness Museum 2007--Present
- Trustee, Center for Education Reform 2015 – 2021
- Trustee, North Carolina Outward Bound School 2001 – Present
- Founding Trustee, Philadelphia Schools Partnership 2011 – 2017
- Trustee, National Alliance for Public Charter Schools 2004 – 2008
- Trustee/Secretary, Philadelphia Black Alliance for Educational Options 2003 – 2008
- Trustee, The Haverford School 1998 – 2006

C. Tyler Havey

Three Logan Square, 1717 Arch Street, Suite 610, Philadelphia, PA 19103

215-717-4005

thavey@grsm.com

PROFESSIONAL EXPERIENCE

Present

Gordon & Rees, Scully, Mansukhani

Attorney/ Partner in the firm's Philadelphia office/ member of the Insurance Group

- Practices insurance, commercial litigation, construction, and product & general liability
- Concentrates practice on complex litigation matters
 - Prosecuting and defending first- and third-party insurance coverage claims
 - Defending products liability and construction catastrophe actions
- Handles a variety of other commercial litigation matters
 - Profit share
 - Agency disputes
 - Reinsurance arbitrations
 - Premises security liability
 - First Amendment
 - Will contests
 - Related probate disputes
- Represents insurers, product manufacturers, and contractors

EDUCATION & CREDENTIAL

Widener University Law School

Juris Doctorate, Law

University of Scranton

Bachelor of Science

Noteworthy Credentials

- Admissions
 - Pennsylvania
 - New Jersey
 - U.S. District Court, Eastern and Middle Districts of Pennsylvania
 - U.S. District Court, New Jersey
- Best Lawyers in America® distinction in Insurance Law (2020-2022)*
- Board member of *The Widener Journal of Public Law*
- Served as an executive board member of the Philadelphia Association of Defense Counsel
- Served as a member of the board of directors for the Main Line Art Center

*A description of the Best Lawyer selection methodologies can be found at:

<https://www.bestlawyers.com/About/MethodologyBasic.aspx>

Marc LeBlond

marc.leblond@trincoll.edu

PROFESSIONAL EXPERIENCE

2022 - Present

EdChoice, Indianapolis, Indiana, Director of Policy

- Oversaw production of seminal content piece, ABSs of School Choice
- Wrote op-eds for national publications
- Supported state partners to expand education choice legislation

2018 – 2022

Commonwealth Foundation, Senior Policy Analyst

- Reads and summarizes/distills numerous education bills for a lawmaker audience
- Drafts education choice legislation
- Ideation of Senate Bill 1/House Bill 1 and briefed the sponsors, Sen. Scott Martin and Rep. Andrew Lewis
- Testified before PA Democratic Policy Committee in 2019 on the need for weighted student funding
- Testified before PA Senate Education Committee in 2020 on charter school reform
- Expands Scholarship Organization involvement in the PA legislative process
- Works closely with private and public charter school leaders on education choice initiatives
- Elevates PA school choice message to a national level through White House exposure (CF intern and school choice graduate, Myles Slade-Bowers participated in roundtable for Educational Freedom with President Trump and other noteworthy guests)
- Provided talking points to administration for the State of the Union, which resulted in President Trump highlighting CF research, “50,000 kids denied”
- New research—“*Opportunity Denied*”—led to successive budget wins, \$25 million, \$30 million, \$40 million tax credit scholarship increases in 2018, 2019, 2021
- Leveraged national relationship to secure a congratulatory call from then Secretary of Education Betsy DeVos to then Speaker of the PA House Mike Turzai for his support of school choice
- Secured Roland Martin “*Is School Choice the Black Choice?*” tour for Philadelphia at Mastery Charter School
- Facilitated development of three parent choice groups in PA

2015 – 2018

MassMutual Fund Operations, Associate – Trading Team

- FINRA Series 6 License
- Reconciled and executed trades in Omnibus account, totaling millions of dollars each day
- Heavy use of systems, including MS Excel, Word, Access, FundLinx, and Business Objects
- Led problem solving initiatives

2013 – 2015

Hartford Life Trading and Clearing, Associate – Trading Team

- Facilitated transition to paperless work environment and compliance with Sarbanes Oxley controls
- Updated and maintained procedures for regulation 38a-1

2006 – 2013

Hartford Life Individual Annuities, Quality Analyst – Financial Management Team

- Audited financial transactions
- Created coaching and feedback program for Trade Desk reps
- SOX Compliance liaison
- Executed frequent trading restrictions according to regulation 22c-2

EDUCATION & CREDENTIAL

Georgetown University, McCourt School of Public Policy, Edunomics Lab
Certificate 2018

Trinity College, CT
Master of Arts, Public Policy Studies with Honors

Eastern Connecticut State University
Bachelor of Arts - Economics
Bachelor of Science – Business Administration, Finance concentration

Noteworthy Credentials

- 2019 and 2020 SPN “Bob Williams awards” in education
- 2016 Winners Circle Performance Award - MassMutual
- 2016 Honors in Graduate Scholarship – Trinity College
- 2012 Top Performer and MVP award winner – Hartford Annuities
- Board of Directors, Pennsylvania Families for Education Choice
- Treasurer, Rushford Meade Condo Association (2010 – 2013)
- President of the Board, Rushford Meade Condo Association (2009 – 2010)
- Deacon Board, Wintonbury Church (2011 – 2013)

Laura M. Potthoff

laura@cumberlandbusiness.com

PROFESSIONAL EXPERIENCE

2021 - Present

F&M Trust Bank, Business Development Officer for the Cumberland & Capital Region

- Reports directly to the Vice President, Cumberland & Capital Regions.
- Responsible for identifying, soliciting, and developing new banking relationships.
- Help ensure new banking relationships are fully developed to include products and services from Commercial Services, Investment & Trust Services, and Retail Services as customer needs are identified and/or emerge.
- Engaging in joining calling with other line of business partners.
- Partnering with market leadership to develop sales strategies.
- Providing required information on sales and services activities.
- Actively participating in communication events and organizations.

2014 - 2022

Cumberland Area Economic Development Corporation (CAEDC), Director of Business & Workforce Development

- Reports directly to the Chief Executive Officer.
- Responsible for building and managing new and existing relationships with businesses, educational institutions, and economic development partners to help generate business opportunities and workforce development in Cumberland County.
- Responsible for CAEDC's financing programs, which includes marketing the internal and external loan programs, building relationships within the region, credit underwriting, presentation to Loan Committee, and closing of the loan.
- Responsible for meeting with the County's largest employers, higher education institutions, workforce partners, and targeted industry clusters to identify workforce development issues, create programs, and to use all available resources to resolve those matters.
- Responsible for cultivating strong relationships in the private and public sector to grow Alliance membership and to gain sponsors to support economic projects and growth in Cumberland County.
- Oversees business attraction efforts by working with GAT, brokers, municipalities, and utility companies to bring businesses into the region.
- The key contact for federal, state, and local government and regional workforce partners to support workforce development efforts in the area.
- Reports and presents to our County Commissioners updates on our workforce and military efforts to obtain funding.

2014

Association of Independent Colleges and Universities of Pennsylvania, Finance and Administration

- Reported directly to the Vice President for Finance and Administration.
- Attended monthly AICUP Staff Meetings.
- Planned and participated in meetings with staff, Corporate Affiliates, and other collaboration service providers.
- Reviewed and scored auditor proposals and participated in an RFP process for secure audit services.
- Reviewed multiple financial management reporting templates and modified the AICUP chart of accounts using QuickBooks Pro.

- Created a new set of budget reports for the AICUP Board and Finance Committee, a new inter-fund transfers report, and a new endowment balancing spreadsheet.
- Learned to use the online board management system known as BoardEffect for AICUP and AICUP member usage.
- Served as staff support at the AICUP Member Meeting on Collaboration at Hershey Lodge on June 12-13, 2014 – hosting over 200 participants from 52 colleges and over 50 companies across the state.

2007 – 2012

Dickinson College, Finance and Administration, Budget Coordinator

- Provided direct support to the Associate Director of Planning and Budget.
- Assisted in the development, inputting, and maintenance of the organization's operating budget.
- Provided Banner budget development workshops to train department end-users to access and understand their budget reports and was the Budget Office's main point-of-contact for budget inquiries.
- Maintained the budget office website and developed spreadsheets for journal entries such as benefit allocations, bank reconciliations, and any other budget related issues.

Dickinson College, Finance and Administration, Executive Assistant to the Vice President and Treasurer

- Provided administrative and clerical support to the Vice President/Treasurer and Associate VP/Associate Treasurer.
- Assisted in the development and coordination of materials for Board, Senior Officers, Budget Officers, and others. Assisted the Treasurer by reviewing bank contracts and audit proposals.
- Worked collaboratively with the Associate Vice President and Student Accounts to enroll and contract Tuition Prepayment Plan agreements for the College.
- Assisted in preparations for all-College Planning and Budget Committee, including taking and transcribing minutes.
- Used Moodle to create and maintain the Planning and Budget Committee and the Socially Responsible Investing Group agendas and materials.
- Worked directly with Board of Trustees' Committee on Finance, Budget and Audit and Committee on Investments. Coordinated and tracked communications with various constituencies.
- Responsible for maintaining and submitting credit card statements. Supported special projects as assigned.

2004 – 2007

East Carolina University, College of Business, Program Coordinator

- Worked with the Professional Programs Director to manage all departmental functions, including: maintaining the departmental budget, running cost analysis reports, creation of an applicant database for the College of Business Scholarship Program and managed Committee queries.
- Utilized software to create and publish Stocknotes (Alumni Newsletter), posters, and brochures for the department's various programs.
- Updated the Departmental website to include active programs for each semester.
- Spearheaded the recruitment of prospective program applicants, as well as managed and coordinated all of the College of Business programs such as: Scholarship ceremony, the Beta Gamma Sigma lecture series, and the College of Business Graduation Ceremony.
- Supervised and instructed graduate assistants.

2001 – 2004

University of Maryland, Department of Chemistry and Biochemistry, Graduate Program Manager

- Supported the Associate Chair of Graduate Studies in the Chemistry and Biochemistry Department.
- Created and maintained a database for all graduate student files for the department, organized and led the recruitment of graduate students and was the principle contact in the distribution, collection, and review of graduate study applications.

- Coordinated visits of prospective students and updated the graduate web page with current information and deadlines.
- Was directly responsible for increasing the number of admitted graduate students from 17 in 2001 to 57 in 2003.
- Possessed primary responsibility of assisting graduate students with registration, on-line tuition remission, and other graduate deadlines.
- Created a database to maintain all graduate student information for the purpose of internal and external reporting. Worked collaboratively with other Departments across campus to achieve goals.

EDUCATION & CREDENTIAL

Messiah College

Master's degree: Strategic Leadership, 2018

Dickinson College

Bachelor of Arts Degree: Economics, 2014

Noteworthy Credentials

- High Honors- Messiah College, 2018
- Dean's List- Dickinson College, 2014
- The Chancellor's Synergy Awards, Certificate of Appreciation, April 2005- ECU
- Employee of the Quarter, October 2000- Grand Strand R.M.C.
- High Honors - Western School of Health and Business

Noteworthy Affiliations

- West Shore Chamber Board Member
- Cumberland York Area Local Defense Group Committee
- CAEDC's Membership and Engagement Committee
- CAEDC's Loan Committee
- CAEDC's Workforce Committee
- 4th Congressional District Internship Association Board
- PA PREP South Central Regional Partnership Meetings
- SCPA Works Monthly Engage Meetings
- Regional Business Team Meetings with Cumberland CareerLinks
- Early Childhood Education Professional Development Organization at PASSHE Advisory Board
- Truist Advisory Board
- Leadership Cumberland Growth Committee

REFERENCES

References for Joyce Good:

1. Jim Hanak
Phone: (610) 399-9876
2. Jeanne McCarthy
Phone: (267) 889-7489
3. James Scott
Phone (814) 312-0238

References for Stephanie Haas:

1. John Pichola
Phone: (direct) 610-724-1153; (office) 267-908-4094; Email: jpichola@ucsolutionsgroup.com
2. Matt Hayes
Phone: (484) 654-3392
3. Rhonda Anderson
Phone: (215) 874-3893

References for David Hardy:

1. Sharif El-Mekki
Email: Sharif.El-Mekki@thecenterblacked.org
2. Ruth Gonzalez
Email: rgonzalez@boyslatin.org
3. Jenifer Stefano
Email: jens@commonwealth.org

References for C. Tyler Havey:

1. Ilan Rosenberg, Esq.
Phone: (215) 717-4026; Email: irosenberg@grsm.com
2. Eric C. Milby, Esq.
Phone: (610) 668-0773; Email: emilby@lbmlaw.com
3. Brenden J. Coyne
Phone: (410) 949-5644; Email: bjc5@georgetown.edu

References for Marc LeBlond:

1. Dr. Merle Skinner
Phone: (724) 557-2675
2. Colleen Hroncich
Phone: (724) 866-0983
3. Lenny McAllister
Phone: (312) 890-0967

References for Laura Potthoff:

1. Shelby Rexrode
Phone: (717) 780-1854; Email: srexrode@phfa.org
2. Annette Smith Parker
Phone: (717) 385-5808
3. Jonathan C. Bowser
Phone: (717) 773-6084; Email: jonathan@steelworkscon.com

APPENDIX J
DREXEL'S GOODWIN COLLEGE CAREER AND COLLEGE
READINESS MODULES

This appendix includes the following:

- Drexel's Goodwin College Career and College Readiness Modules



Goodwin College Career and College Readiness Modules
Explore. Connect. Achieve. Succeed.
Cultivating Contributing Communities

Goodwin Readiness Modules

9th Grade

Direct Your Future: Career Readiness & Preparedness (Level One): Students will begin to understand the careers that align with their interests. Students will think of their lives as a journey. Students will be challenged to focus on themselves and the world of work, to learn how to map out and prepare for a successful career path.

- Learning Objectives:
 - Looking into the future
 - Students will utilize career identification technology resulting in student's understanding the careers that align with student's professional goals
 - Understanding self
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

Power Up Your Power Skills: Preparing students with a combination of power skills that include, but are not limited to, the ability to problem-solve, confidently present/public speak, collaborate, complex and critical thinking and enhanced interpersonal capabilities.

- Learning Objectives:
 - Engaging with others to enhance team effectiveness
 - Assessing personal attitudes and behaviors within a professional context
 - Public speaking
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

Digital Connect: Technology in Action: Innovation of and with technology is fundamental for career and college success. Students will be empowered with the skills to access and organize knowledge, be exposed to digital tools to broaden their perspectives, and enrich their future professional success by developing and employing strategies for understanding and solving problems in ways that leverage technology.

- Learning Objectives:
 - Basic proficiency in word processing
 - Responsible use of technology
 - Social media responsibility
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

Prioritize You: Self-care – Change, Challenge and Choice: Focusing on identifying and learning strategies related to self-care, coping and wellness. Topics such as self-care, mental and physical wellness, stress and effective coping, loss and grief, and putting change into perspective.

- Learning Objectives:
 - Self-Care 101
 - Mindfulness and meditation
 - Understanding feelings
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion



10th Grade

Direct Your Future: Career Readiness & Preparedness (Level Two): This module focuses on providing students with the skills and techniques to search for open positions online and through networking. In addition, goal creation is a phenomenal life skill and students will learn best practices to craft goals.

- Learning Objectives:
 - Students will learn the skills that are needed to find jobs
 - Students will learn how to create goals
 - Self-Reflection
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

Power Up Your Power Skills: Preparing students with a combination of power skills that include, but are not limited to, the ability to problem-solve, confidently present/public speak, collaborate, complex and critical thinking and enhanced interpersonal capabilities.

- Learning Objectives:
 - Using communication techniques to persuade others
 - Cultivating creative collaboration
 - Effectively handling opposition and conflict
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion



Digital Connect: Technology in Action: Innovation of and with technology is fundamental for career and college success. Students will be empowered with the skills to access and organize knowledge, be exposed to digital tools to broaden their perspectives, and enrich their future professional success by developing and employing strategies for understanding and solving problems in ways that leverage technology.

- Learning Objectives:
 - Basic proficiency in excel
 - Note taking and research
 - Efficient and targeted proper internet searches
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

Prioritize You: Self-care – Change, Challenge and Choice: Focusing on identifying and learning strategies related to self-care, coping and wellness. Topics such as self-care, mental and physical wellness, stress and effective coping, loss and grief, and putting change into perspective.

- Learning Objectives:
 - How to talk about feelings
 - Importance of exercise
 - Opportunities and destigmatizing seeking help
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion



11th Grade

Direct Your Future: Career Readiness & Preparedness (Level Three): Students will learn the basic knowledge and skills they need as they prepare for further training in a career or go on to college.

- Learning Objectives:
 - Planning your internal career goals
 - Understanding finances
 - Students will learn how to use the internet for networking, preparing for a job and professional online presence
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

Power Up Your Power Skills: Preparing students with a combination of power skills that include, but are not limited to, the ability to problem-solve, confidently present/public speak, collaborate, complex and critical thinking and enhanced interpersonal capabilities.

- Learning Objectives:
 - Recognizing and solving problems using strategies appropriate to the problem context
 - Storytelling for influence
 - Leading complex projects
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion



Digital Connect: Technology in Action: Innovation of and with technology is fundamental for career and college success. Students will be empowered with the skills to access and organize knowledge, be exposed to digital tools to broaden their perspectives, and enrich their future professional success by developing and employing strategies for understanding and solving problems in ways that leverage technology.

- Learning Objectives:
 - Students will review and practice successful styles and methods for professional business communication using the proper tools to deliver effective communications, publications and presentations
 - Obtain the skills needed to use digital devices, communication applications, and networks to access and manage information
 - Typing
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

Prioritize You: Self-care – Change, Challenge and Choice: Focusing on identifying and learning strategies related to self-care, coping and wellness. Topics such as self-care, mental and physical wellness, stress and effective coping, loss and grief, and putting change into perspective.

- Learning Objectives:
 - Emotional literacy
 - Physical, emotional and social self-care
 - Understanding personal vulnerabilities
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion



12th Grade

Direct Your Future: Career Readiness & Preparedness (Level Four): Students will understand the opportunities that await them through relevant experiential learning scenarios, providing them with the skills to best present themselves for the future.

- Learning Objectives:
 - Students will learn how to create a resume and cover letter
 - Applying and Interviewing for a Job
 - Going from Here to Your Career
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

Power Up Your Power Skills: Preparing students with a combination of power skills that include, but are not limited to, the ability to problem-solve, confidently present/public speak, collaborate, complex and critical thinking and enhanced interpersonal capabilities.

- Learning Objectives:
 - Judging evidence derived from the problem-solving process
 - Making decisions based on the results of the judging process
 - Impactful presentations
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion



Digital Connect: Technology in Action: Innovation of and with technology is fundamental for career and college success. Students will be empowered with the skills to access and organize knowledge, be exposed to digital tools to broaden their perspectives, and enrich their future professional success by developing and employing strategies for understanding and solving problems in ways that leverage technology.

- Learning Objectives:
 - Professional ethics and integrity
 - Students will be able to access, analyze, manage, synthesize, evaluate, create, and share information in a variety of forms and media that incorporate a global perspective.
 - Security and Safety
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

Prioritize You: Self-care – Change, Challenge and Choice: Focusing on identifying and learning strategies related to self-care, coping and wellness. Topics such as self-care, mental and physical wellness, stress and effective coping, loss and grief, and putting change into perspective.

- Learning Objectives:
 - Understanding environmental, financial, and professional self-care
 - Stress management
 - Developing a self-care plan
- Description of Learning Hours:
 - 1 hour of Drexel faculty teaching the cohort virtually
 - 2 hours of reading each week
 - 1 hour of support and/or assignment completion

APPENDIX K BOARD MEETING MINUTES

This appendix includes the following:

- August 2023 Board Meeting Minutes
- September 2022 Board Meeting Minutes
- August 2022 Board Meeting Minutes



**PENNWOOD CYBER
CHARTER
SCHOOL**

**PENNWOOD CYBER CHARTER SCHOOL
MINUTES OF THE BOARD OF DIRECTORS MEETING
Monday, August 21, 2023 at 5:30 p.m.**

**Held via teleconference:
1 (800) 503-2899
Passcode: 609-6478#**

I. Call to Order and Roll Call

In the absence of a quorum of Board members present, though noting that three members were, Mr. LeBlond thanked Ms. Bartsph for joining the call and asked her to provide background to the proposed MOU with the Cook Center. Ms. Bartsph advised that Cook Center is a non-profit, focusing on a number of initiatives that support mental health. She reviewed the mission and goals of the organization, and advantages to the partnership for Pennwood.

[Ms. Potthoff joined the meeting at 5:45 p.m.]

Board members had discussion with Ms. Bartsph regarding both the challenges and successes of the Cook Center's work; she also advised that she had been with the organization since its inception, and the many community services available.

[Ms. Bartsph left the meeting at 5:54 p.m.]

Mr. LeBlond called the meeting to order at 5:55 p.m. when all participants were present and able to hear each other.

Board Members Present: Marc LeBlond, Joyce Good, Stephanie Haas and Laura Potthoff;

Board Members Absent: David Hardy and C. Tyler Havey;

Guests Present: Michelle Bartsph, Cook Center Representative; Karen Duquette, Jennifer Clarke and Megann Arthur, Pearson Virtual Schools Staff (all via phone).

II. Routine Business

a. Review of Meeting Objectives

Ms. Clarke reviewed the primary focus areas for the evening's meeting, and asked Board members if there were any specific questions they wished to address since the last meeting.

b. Approval of Agenda

Mr. LeBlond asked if Board members would like to request any changes be made to the Agenda. There being no changes noted, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the August 21, 2023 Meeting of the Board of Directors of Pennwood Cyber Charter School, as presented, is hereby approved.

The motion passed unanimously.

III. Consent Agenda

a. Approval of Minutes from the June 1, 2023 Annual Board Meeting

Mr. LeBlond asked the Board members whether there were any items from the Consent Items that they wanted moved to Action Items for discussion. There being no changes noted, a motion was made and seconded as follows:

RESOLVED, the Consent Items:

- a. Approval of Minutes from the June 1, 2023 Annual Board Meeting, are hereby approved.

The motion passed unanimously.

IV. Action Items

a. Approval of Statement of Agreement (SOA) with Pearson Virtual Schools

At Mr. LeBlond's request, Ms. Duquette provided an update on the communications between Board Counsel and Pearson legal team members regarding language being updated within the SOA in response to previous feedback on the Pennwood charter application. Board members had discussion with PVS representatives on the current status and stage of the application in the process. Board members discussed the SOA language being negotiated and their support of the Board President being appointed to finalize on their behalf. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that Authorization for Board President to act as Board Designee to negotiate, finalize and execute any and all necessary updates to the Statement of Agreement (SOA) with Pearson, as discussed, is hereby approved.

The motion passed unanimously.

b. Approval of Memorandum of Understanding (MOU) with Cook Center for Human Connection

Ms. Clarke reviewed key components within the proposed MOU, including the term of the proposed partnership, and the anticipated program offerings to the school. Board members discussed the advantages of the program, as well as the costs associated, and the growth projections. Ms. Good advised of her previous review of the proposed partnership, and support of the MOU and appreciation for Ms. Bartsph's earlier presentation to the Board. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Memorandum of Understanding (MOU) with Cook Center for Human Connection, as presented, is hereby approved.

The motion passed unanimously.

c. Approval of Board President as Board Designee to Finalize all Charter Application Documentation and Submit on Behalf of the Board

Ms. Clarke reminded Board members of discussion earlier in the meeting regarding the language revisions being finalized within the SOA with PVS, as well as some other areas of the charter application. Board members had a brief discussion about the documentation, and indicated their support of appointing the Board President to finalize all necessary

documentation. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that Authorization of Board President as Board Designee to Finalize all Charter Application Documentation and Submit on Behalf of the Board, as discussed, is hereby approved.

The motion passed unanimously.

V. Information/ Discussion Items

a. Legislative Update

Ms. Clarke provided the Board with a detailed overview of recent meetings with legislators regarding virtual education and funding levels in the state. Board members had extensive discussion regarding the strength of the charter application, and the political climate in the state overall, as well as it impacts K-12 education.

b. Charter Application Update

Ms. Clarke advised of legislator letters of support received to date, including some new supporters. She noted the charter requirement to show statewide support for the application, and the signatures collected throughout the process from around the commonwealth. Ms. Clarke advised that there were less than five (5) counties currently unrepresented; support has been overwhelming for the school.

c. Discussion of Next Steps

Mr. Leblond and Ms. Clarke re-iterated the next steps for the application documentation and the planned in-person Board meetings in September. Board members present individually confirmed their availability for the upcoming meetings.

VI. Adjournment and Confirmation of Next Meeting Date - In Person Meeting(s) on September 26-27, 2023 at the Lancaster Marriott, Lancaster, PA

Mr. LeBlond noted that the Board was at the end of its agenda. The Board confirmed the next Board meeting will be scheduled at the call of the Chair. There being no further business, the meeting was adjourned at 6:25 p.m.



APPROVED 10/6/22
PENNWOOD CYBER CHARTER SCHOOL
BOARD MEETING

Date and Time:
Thursday, September 15, 2022 at 3:00 p.m.

Held via teleconference:
1 (800) 503-2899
Passcode: 609-6478#

I. Call to Order and Roll Call

Mr. LeBlond called the meeting to order at 3:01 p.m. when all participants were present and able to hear each other.

Board Members Present: Marc LeBlond, Joyce Good and Stephanie Haas;

Board Members Absent: David Hardy;

Guests Present: C. Tyler Havey, Board Member Candidate; Nicole Snyder and Joshua Pollak, Board Counsel Representatives; Karen Duquette, Jennifer Clarke and Megann Arthur, Pearson Virtual Schools Staff (all via phone).

II. Review and Appointment of Board Member Candidate, C. Tyler Havey

Ms. Duquette referred Board members to the biographical information included in the Board materials for Mr. Havey, and asked him to introduce himself to the Board. Mr. Havey discussed his background and interest in serving on the founding Board, and members of the Board discussed his candidacy. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Appointment of C. Tyler Havey to the Pennwood Cyber Charter School Board of Directors, to be effective immediately and for a term to the Annual Meeting 2023, is hereby approved.

The motion passed unanimously.

III. Routine Business
a. Approval of Agenda

Mr. LeBlond asked the Board if they had reviewed the agenda distributed prior to the meeting, and if there were any requested changes. There being no additional discussion or no changes noted, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the September 15, 2022 Meeting of the Board of Directors of Pennwood Cyber Charter School, as presented, is hereby approved.

The motion passed unanimously.

IV. Charter Application Process and Timeline Update

Ms. Duquette advised the Board that the charter application and all accompanying documentation was on schedule for submission, reminding them of the review yet to complete and the submission postmark deadline of October 3rd. She further thanked Board members for their review and feedback of charter application documentation since the last Board meeting. Ms. Duquette discussed the 120 days the PA Department of Education (PDE) has to provide feedback on the application from the date of submission, and that it was anticipated for the feedback to be sent after an interview with the founding Board. Lastly, she advised that the interview was expected to be scheduled during the first two weeks of November, and that further information would be sent as soon as received.

V. Consent Agenda

Mr. LeBlond asked the Board Members whether there were any items from the Consent Items that they wished to have moved to Action Items for discussion, or tabled. There being no changes noted, a motion was made and seconded as follows:

RESOLVED, the Consent Items:

- a. Approval of Minutes from the August 18, 2022 Organizational Board Meeting
- b. Ratification of Board Counsel Engagement

The motion passed unanimously.

VI. Action Items

- a. Approval of Board Policies Required for the Charter Application

Ms. Duquette reminded Board members of the required and recommended school and board policies that had been drafted and included in a shared folder for review by the Board prior to the meeting. She discussed all those involved in the drafting and review process prior to Board review, including Board Counsel and Pearson Virtual Schools (PVS) support team members. Board members discussed the proposed policies, and inquired about their alignment with certain state level associations and educational organizations. The Board also had discussion with PVS staff and Board Counsel regarding ongoing policy development, and the ability of the Board to continue to update policies as they progress through the application process and start up planning; there was also discussion regarding Ms. Good's previous authorization to finalize any policies deemed necessary for the charter application submission on behalf of the Board. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Board Policies Required for the Charter Application Submission, as discussed, are hereby approved.

The motion passed unanimously.

- b. Review and Consideration of Charter Application Documentation
 - i. Narrative and All Appendices
 - ii. Draft Statement of Agreement with Pearson Virtual Schools

Ms. Duquette began the review of the charter application documentation with the Board. She provided a detailed overview of the sections of the charter application, as well as all appendices required, and asked Board members if their review to date had brought up any questions or recommended edits.

[Ms. Arthur joined the meeting at 3:13 p.m.]

Mr. Pollak further discussed his firm's thorough review of all charter application documentation, as well as the recommendations he and Ms. Snyder had made throughout the process. He also discussed the current draft development for the proposed Statement of Agreement with Pearson Virtual Schools (PVS), including his communications with the Board President and PVS.

Board members had discussion on the charter application process, as well as all associated documentation reviewed. In addition, Board members discussed their previous authorization for the Board President to finalize the charter application and submit on behalf of the Board, and noted their intention to expand that to expressly include all associated appendices and documentation, including but not limited to the Statement of Agreement with PVS. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Charter Application Documentation: Narrative and All Appendices including the Statement of Agreement with Pearson Virtual Schools (PVS) and the Authorization for the Board President as Board Designee to Finalize and Submit all Charter Application Documentation on Behalf of the Board, as discussed, is hereby approved.

The motion passed unanimously.

c. Approval of Resolution Regarding 403(b) Plan for Submission to PSERS

Ms. Duquette presented this item to the Board. She reviewed the proposed Resolution Regarding 403(b) Plan for Submission to PSERS, as well as all accompanying documentation included for the Board's review. Ms. Duquette provided an overview on the PVS Human Resources professional review and development of the materials, as well as the review of the Plan with Board Counsel. Board members discussed the reasoning behind this specific Plan, as well as the advantages of this for staff of the school. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Resolution Regarding 403(b) Plan for Submission to PSERS, as presented, is hereby approved.

The motion passed unanimously.

VII. Information/ Discussion Items

a. Board Statements and Letters of Support

Ms. Duquette provided a brief overview of all Letters and Statements of Support collected to date from around the Commonwealth, all of which will be attached to the charter application documentation. She further reminded Board members to please forward any additional statements or letters they may have collected, as well.

b. Board Training and Upcoming Meeting(s) Planning

Ms. Arthur discussed the upcoming planned Board meeting, training and interview prep session planned for October 6, 2022. She reviewed tentative plans for the social dinner the evening prior, as well as logistics and location options with the Board. Following Board member feedback on preferred location, Ms. Arthur indicated her intent to finalize details with the proposed location in Lancaster, PA, assuming availability, and that further information would be sent to Board members and invited guests in the coming days.

Mr. Pollak briefly discussed his earlier recommendation for the Board to enter an Executive Session to discuss the proposed Statement of Agreement with PVS with Board Counsel. Board members expressed their support of moving into an Executive Session at this time.

VIII. EXECUTIVE SESSION- Pursuant to 65 Pa. C.S. §§ 708(a)(5) – To review and discuss agency business which, if conducted in public, would violate a lawful privilege or would lead to the disclosure of information or confidentiality protected by law

The Board entered into an Executive Session at 3:33 p.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)(5) – to review and discuss agency business which, if conducted in public, would violate a lawful privilege or would lead to the disclosure of information or confidentiality protected by law. Board members present were: Marc LeBlond, Joyce Good, Tyler Havey and Stephanie Haas. Guests present at the request of the Board were: Nicole Snyder and Joshua Pollak. All others left the meeting at this time.

There being no further discussion and upon a motion being made, seconded and confirmed via roll call vote of all Board members present, the Board resumed Open Session at 4:46 p.m. No action was taken during Executive Session.

IX. Adjournment and Confirmation of Next Meeting Date – October 5-6, 2022

Mr. LeBlond noted that the Board was at the end of its agenda. The Board confirmed the next Board meeting is scheduled for October 6, 2022, with specific time TBD. There being no further business, the meeting was adjourned at 4:47 p.m.



APPROVED 9/15/22
PENNWOOD CYBER CHARTER SCHOOL
ORGANIZATIONAL BOARD MEETING

Date and Time:
Thursday, August 18, 2022 at 10:00 a.m.

Held via teleconference:
1 (800) 503-2899
Passcode: 609-6478#

I. Call to Order and Roll Call

Ms. Arthur called the meeting to order at 10:03 a.m. when all participants were present and able to hear each other.

Board Members Present: Marc LeBlond, Joyce Good, David Hardy and Stephanie Haas;

Guests Present: Karen Duquette, Jennifer Clarke and Megann Arthur.

II. Welcome and Introduction of All Participants

Ms. Duquette welcomed all participants, thanked them for their time and willingness to participate in this new virtual charter school opportunity, and encouraged all present to introduce themselves, provide some biographical information to the group, and share their passion for educational opportunity. All founding Board member candidates introduced themselves, as did each from the Pearson Virtual Schools team, including relating to founding Board members the services each of their departments are accountable for in supporting the Board and school.

III. Routine Business

- a. Review of Goals for the Meeting
- b. Approval of Agenda

Ms. Arthur reviewed the agenda, training goals for the Board prior to any interviews with the potential authorizer, and high level outline of items to be presented for Board consideration at the next couple meetings. She also discussed the upcoming opportunities for all members of the Board to get to know the primary stakeholders and contacts associated with the opportunity.

Ms. Arthur then asked the Board to review the agenda distributed prior to the meeting. Following a brief discussion, and there being no changes noted, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the August 18, 2022 Organizational Meeting of the Board of Directors of Pennwood Cyber Charter School, as presented, is hereby approved.

The motion passed unanimously.

IV. Overview of Charter Application Timeline, Process and Communications with Potential Authorizer

Ms. Duquette provided the Board with an overview of the PA Department of Education's process for considering new charter school applications, as well as the meetings and communications to date with both the authorizer and potential partners. She detailed the timeline planned for the application and associated documents, that the draft would be ready to send to the Board and Board Counsel for review within weeks; she also advised that the deadline for submission of the application was October 3rd, and the intent was to submit 2-3 weeks prior to that deadline. Ms. Duquette also detailed the many pieces of the application, appendices and many stakeholders involved in the development. Ms. Clarke discussed potential partnerships for the school that would further the proposed Mission and Vision, and provide additional opportunities for student success. Board members and others in attendance had discussion regarding next steps, the application development and strategies for community outreach.

V. Action Items

a. Approval of Appointment of Founding Board Members

Ms. Arthur briefly highlighted the biographical information both provided in the Board meeting materials and in each founding candidates introduction at the start of the meeting. She further provided a high-level overview for the Board of their primary roles and responsibilities as non-profit school board directors and recommended the founding board be established. Board members also indicated their intent to find at least one (1) additional member to join the Board prior to the charter submission deadline. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the appointment of Marc Llund, Stephanie Haas, David Hardy and Joyce Good as Founding Board Members of Pennwood Cyber Charter School for terms until the Annual Meeting 2023, as presented, is hereby approved.

The motion passed unanimously.

b. Approval of Election of Board Officers

Ms. Arthur reviewed with the Board each Officer position as set out in the Bylaws and in the Board materials provided to the Board for their review and consideration. She advised the Board that all positions would be for the term until the Annual Meeting 2023. Nominations were opened for each position, and discussion held regarding the best members of the Board to serve in each role. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the appointment of:

Marc LeBlond, Board President;
David Hardy, Board Treasurer; and
Stephanie Haas, Board Secretary, as discussed, is hereby approved.

The motion passed unanimously.

c. Review and Approval of Bylaws

Ms. Arthur reviewed the proposed Bylaws in detail with the Board, including the Board's responsibilities, terms of office, Officer roles and ethical duties. Board members had discussion with Ms. Arthur regarding the Bylaws, as well as authorizer oversight and clarification of responsibilities of both the Board and Pearson. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Bylaws, as presented, are hereby approved.

The motion passed unanimously.

d. Ratification of Articles of Incorporation

Ms. Arthur noted that the Articles of Incorporation had already been filed to allow for the early preparation of the school's

charter application, so the Board was being asked to ratify that filing. Ms. Arthur noted they were prepared by Board Counsel, and provided to the Board in the meeting materials. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Articles of Incorporation, as presented, are hereby ratified.

The motion passed unanimously.

e. Review and Approval of Organizational Resolutions

Ms. Arthur presented this item to the Board. She reviewed with the Board the Organizational Resolutions in detail. Board members discussed specific items included within the proposed Resolutions, as well as the school's non-profit status as a charter school in the state. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Organizational Resolutions, as presented, are hereby approved.

The motion passed unanimously.

f. Review and Approval of Board Designee to Finalize Board Policies Required for the Charter Application

Ms. Arthur provided an overview of the policies required for adoption and inclusion in the charter application, as well as number of additional best practice and school operations policies in development currently for Board review and consideration. Ms. Arthur recommended the Board consider appointing a Designee to be authorized to finalize those policies planned for inclusion in the charter application, to ensure timeliness of submission by all applicable deadlines. She also advised that all policies will be sent for full Board review and ratification. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Authorization of Joyce Good as Board Designee to Finalize Board Policies Required for Charter Application Submission, as discussed, is hereby approved.

The motion passed unanimously.

g. Approval of School Mission and Vision Statements

Ms. Duquette and Ms. Clarke reviewed with the Board the proposed Mission and Vision Statements. Board members had discussion with all participants regarding the development of the Statements, and the overall objectives of each key stakeholder in the development of the school. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the School Mission and Vision Statements, as presented, are hereby approved.

The motion passed unanimously.

h. Review and Consideration of Authorization for Board President to Finalize and Submit the Charter Application on Behalf of the Board

Ms. Duquette reviewed this item with the Board, noting earlier discussions regarding the application drafting process and anticipated timeline, as well as the recommendation that the Board consider appointing a Designee with the authority to finalize and submit by the applicable deadlines. Board members discussed the components of the application, and the review process timeline. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Authorization for Board President to finalize and submit the Charter Application on behalf of the Board, as discussed, is hereby approved.

The motion passed unanimously.

VI. Information/ Discussion Items

a. Board Statements and Letters of Support

Ms. Duquette provided the Board with a review of the documentation being collected in support of the charter application, including both signed statements of support from around the Commonwealth, as well as letters of support from influential residents. She further discussed additional support activities of Board members that could further benefit the strength of the application.

b. Board Training and Upcoming Meeting(s) Planning

Ms. Arthur and Ms. Duquette reviewed the timeline for the coming weeks, including documentation review, potential Board meetings and preparation time for an authorizer interview. Ms. Clarke discussed the 120 days the Department of Education has to review the application following submission, and the anticipated timing of an interview with the Board. Board members had discussion regarding SME review of specific sections of the application, and their preference of holding a telephonic Board meeting on September 15th and planning an in-person Board meeting and interview preparation training on October 6th. All participants agreed to have additional discussion on logistics at the next meeting.

VII. Adjournment and Confirmation of Next Meeting Date – September 15, 2022 at 3:00 p.m. EST

APPENDIX L

PENNWOOD CYBER CHARTER BYLAWS

This appendix includes the following:

- Pennwood Cyber Charter Bylaws

PENNWOOD CYBER CHARTER SCHOOL

BYLAWS

ARTICLE I GENERAL

- 1.1 **Name:** The name of this non-profit corporation shall be known as PENNWOOD CYBER CHARTER SCHOOL, (hereinafter referred to as the “Cyber School” or “Pennwood”).
- 1.2 **Purpose:** The Cyber School is incorporated for the purpose of providing a program of public education to serve the cyber education needs of the Commonwealth of Pennsylvania.
- 1.3 **Location/Registered Office:** The Cyber School shall have and continuously maintain in the Commonwealth of Pennsylvania a registered office at an address to be designated from time to time by the Board of Trustees which may, but need not, be the same as its place of business. The Board of Trustees may change this address as necessary.
- 1.4 **Fiscal Year:** The fiscal year of Pennwood shall be July 1 through June 30.
- 1.5 **Corporate Status:** The Cyber School is incorporated under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, of the Commonwealth of Pennsylvania, and shall be organized and operated exclusively for charitable, scientific, literary and educational purposes permitted within the scope of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including the purposes specified in Act No. 1997-22 and 2002-88 of the General Assembly of the Commonwealth of Pennsylvania referred to herein as the “Charter School Law.”
- 1.6 **Membership:** Unless or until the Articles of Incorporation of the corporation are amended to provide otherwise, the Cyber School shall have no members. Any provision of law requiring notice to, the presence of, or the vote, consent or other action by members of the corporation in connection with such matter shall be satisfied by notice to, the presence of, or the vote, consent or other action by the Board of Trustees. No certificates of membership shall be issued at any time.

ARTICLE II BOARD OF TRUSTEES

- 2.1 **Number of Trustees:** The Board of Trustees shall consist of no less than five (5) and not more than nine (9) natural persons of full age.
- 2.2 **Election of Trustees:** Nomination of all Trustees will be made by the Nominating Committee or by any Trustee. Nominations will be placed before the Board of Trustees

as needed at any regularly scheduled or special meeting open to the public. The Trustees will cast an open, public ballot. A simple majority of a quorum is required for election.

2.3 Quorum: No business shall be considered, and no action shall be taken by the Board of Trustees at any meeting at which a quorum is not present. A quorum shall consist of a majority of the Trustees then in office.

2.4 Tenure: All Trustees shall serve three-year terms unless and until resignation, removal, disqualification, or death. Except as otherwise stated in these bylaws, the term of office of each Trustee shall be for a period effective upon appointment and qualification and ending three years after the expiration of the term which such Trustee is appointed to fill or until a successor is duly elected. In those elections held at the Board's first Annual Meeting, approximately one-third of the Trustees shall be elected to one-year terms, approximately one-third of the Trustees shall be elected to two-year terms and approximately one-third of the Trustees shall be elected to three-year terms. Terms shall be assigned to individual Trustees elected at the Board's first Annual Meeting by lot. Trustees may be reelected for consecutive terms.

2.5 Failure to Organize and Removal of Trustees:

a. Any Officer or Trustee may be removed from office by the Board of Trustees whenever in the Board's judgment the best interests of the Cyber School will be served thereby by a majority vote of the Board then in office, excluding the Officer or Trustee who is the subject of the vote.

b. The Board of Trustees may declare vacant the office of a Trustee who has been notified of his election or appointment and refuses or neglects to qualify as an Officer or Trustee either in writing or by attending a meeting of the Board of Trustees and fulfill such other requirements of qualification as these Bylaws may specify.

c. If a member of the Board of Trustees fails to perform his or her duties under these Bylaws or pursuant to Charter School Law, including by reason of failing to regularly attend Board meetings or otherwise, the President shall at the next regularly scheduled meeting of the Board bring before it, a proposed resolution for the removal of such member.

2.6 Resignation: Any Trustee may resign by providing written or verbal notice to the President or Secretary of the Board. Such resignation shall become effective upon receipt unless it is specified to be effective at some later time. Acknowledgment of a resignation shall be recorded in the minutes at the first meeting immediately following the resignation and shall indicate the individual in receipt of the resignation.

2.7 Vacancies: At either a regularly scheduled meeting or at a special meeting called for such purpose, the Board shall elect an individual to fill the vacancy for the remainder of the unexpired term.

2.8 Compensation: Trustees shall not receive compensation for their service to the Board of Trustees. However, the Board may reimburse a Trustee for reasonable expenses incurred in furtherance of his/her duties as a Trustee, subject to Board policy.

2.9 Standard of Care:

- a. A Trustee shall stand in a fiduciary relationship to the Cyber School, and shall perform his or her duties as a Trustee, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Cyber School, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Trustee shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:
 1. One or more officers or employees of the Cyber School whom the Trustee reasonably believes to be reliable and competent in the matters presented;
 2. Counsel, public accountants or other persons as to matters which the Trustee reasonably believes to be within the professional or expert competence of such person; or
 3. A committee of the Board, upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Trustee reasonably believes to merit confidence.
- b. A Trustee shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.
- c. In discharging the duties of their respective positions, the Board, committees of the Board and individual Trustees, may, in considering the best interest of the Cyber School, consider the effects of any action upon students, upon employees, upon persons with whom the Cyber School has business and other relations, and upon the community in which the Cyber School is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standard of care or justifiable reliance.

- d. Any member of the school staff may be dismissed by majority vote of the Board of Trustees, subject to such policies as may be adopted from time to time by the Board of Trustees and subject to applicable law.

ARTICLE III **OFFICERS**

- 3.1 Number and Qualification:** The Officers of the Cyber School shall be a President, a Secretary and Treasurer. The President and Treasurer shall be members of the Board of Trustees. A Vice President may be appointed by the Board of Trustees at their discretion, and must also be a member of the Board of Trustees.
- 3.2 Election and Term of Office:** The Officers shall be elected annually by the Board of Trustees at the Annual Meeting held pursuant to the provisions of Section 5.1.3 of these bylaws and shall hold office for one year, until his/her qualified successor is chosen at the next Annual Meeting. If at any other time a vacancy exists in these offices, an officer may be elected to fill a vacancy for the remainder of the term at any special or regular meeting of the Trustees.
- 3.3 President:** The President of the Board of Trustees shall preside at all meetings of the Trustees, except as the Trustees shall otherwise determine; and shall have such other powers and duties as may be determined by the Trustees.
- 3.4 Vice President:** The Vice President shall have all the powers and perform all the duties of the President if the President is absent or unable to fulfill his duties. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board.
- 3.5 Secretary:** The Secretary shall record and maintain records of all proceedings of the Trustees in a book or series of books kept for that purpose. These books shall be open at all reasonable times to the inspection of any member of the Board of Trustees of the Cyber School. Such book or books shall also contain the original or attested copies of the Articles of Incorporation, the bylaws and the names and residence addresses of all members of the Board of Trustees. The Secretary shall have the right to appoint a designee to act in his or her place, provided that the Board approves such designee by majority vote. Before undertaking the duties of office, the Secretary shall furnish a bond in such amount and with such surety as may be required by the Board.
- 3.6 Treasurer:** The Treasurer shall be responsible for the Charter School's financial affairs, funds, including local, state and federal funds, securities, and valuable papers and shall keep full and accurate records thereof. The Treasurer may pay out such funds on orders that have been properly signed without the approval of the Board first having been secured for the payment of amounts owing under any contracts, which shall previously have been approved by the Board, and by which prompt payment the charter will receive a discount or other advantage. Before undertaking the duties of office, the Treasurer shall

furnish a bond in such amount and with such surety as may be required by the Board. The Treasurer shall have the right to appoint a designee to act in his or her place, provided that the Board approves such designee by majority vote.

- 3.7 **Other Officers:** The Board of Trustees may elect or appoint such other officers as it deems useful for the proper operation of the Cyber School.
- 3.8 **Chief Executive Officer:** The Chief Executive Officer (CEO) shall be the administrative head of the Cyber School. The CEO shall attend all meetings of the Board of Trustees, unless excused in advance by the President for extenuating circumstances. The CEO shall be an employee of the Cyber School who serves in an advisory capacity to the Board and reports to the Board on all matters relative to his or her duties. The CEO shall execute all contracts or other instruments of the Cyber School as the Board may direct.

ARTICLE IV POWERS AND DUTIES

- 4.1 **Powers and Duties of the Board of Trustees:** The Board of Trustees is responsible for ensuring that the Cyber School is run in compliance with the Charter Application, all applicable laws and ensuring that the Cyber School remains financially viable. The Board shall have the power and responsibility to decide matters related to the operation of the Cyber School, including, but not limited to, budgeting, curriculum and operating procedures, subject to the Cyber School's charter. The Board shall have the authority to employ, discharge and contract with necessary professional and nonprofessional employees subject to the Cyber School's charter and the provisions of the Charter School Law.
- 4.2 **Action of Vote:** An affirmative vote of the majority of the members of the Board of Trustees then in office shall be required in order to take any action including election of the Board of Trustees and officers (unless otherwise provided by law or these bylaws, including but not limited to Section 4.3 and 4.4)
- 4.3 **Real Estate Transactions:** A vote of two-thirds (2/3) of the members in office of the Board of Trustees duly recorded showing how each member voted shall be required in order to take action on the purchase of real property or the sale, mortgage, lease or other disposal of real property.
- 4.4 **Reservation of Powers:** None of the following actions may be taken by the Cyber School without the prior approval of not less than two-thirds (2/3) of the Board of Trustees then in office:
- (a) to amend the Articles of Incorporation of the Cyber School or these Bylaws;
 - (b) to dissolve or liquidate the Corporation;

- (c) to merge or consolidate the Corporation; and
- (d) to convey, sell or transfer substantially all the Corporation's assets.

ARTICLE V **MEETINGS**

5.1 Public Meetings: All meetings where deliberations or official actions take place by a quorum of the Board of the Cyber School or a committee of the Board of the Cyber School authorized to take official action or render advice on matters of Cyber School business shall be held as public meetings in accordance with the Sunshine Act, 65 Pa. C.S.A. § 701 (the "Sunshine Act"). Notices of all meetings shall be given in the manner described in the Sunshine Act.

5.1.1 Regular Meetings: Regular meetings of the Board may be held at such time and at such places as the Trustees determine. Reasonable notice shall be made of the first regular meeting and the annual schedule of regular meetings following the determination of the Trustees of the time and place of regular meetings.

5.1.2 Special Meetings: Special meetings of the Board may be held anytime and anyplace when called by the President of the Board of Trustees or by three or more Trustees. In addition to the notice required by Section 5.1 hereof, reasonable notice of the time and place of special meetings shall be given to each Trustee. Such notice will specify the purposes of the meeting. It shall be given to each Trustee in accordance with the Pennsylvania Nonprofit Corporations Law. It shall be considered reasonable and sufficient to send notice by mail to a Trustee at least three (3) business days before the special meeting, addressed to the Trustee at the Trustee's usual or last known residence, or to give notice by email at least twenty-four (24) hours before the special meeting.

5.1.3 Annual Meeting: The Board shall meet and organize annually, normally the last regularly scheduled meeting of each fiscal year. Notice of the time and place of the Annual meeting shall be given to all members of the Board by mail or email at least five (5) days before the proposed meeting by the Secretary of the Board or designee. The Annual meeting shall be a regular meeting. In the event that the Annual meeting is not held on the specified day, the Trustees may hold a special meeting in place thereof, and any business transacted, or elections held at such meeting shall have the same force and effect as if transacted or held at the Annual meeting, provided that notice is given for the meeting and the notice indicates that the special meeting shall be in place of the annual meeting. At the Annual Meeting the President and the Treasurer shall present an annual report as required by the Pennsylvania Nonprofit Corporation Law.

- 5.2 Location:** Meetings of the Board of Trustees or of a committee of the Board of Trustees shall originate from the Cyber School’s central location within Central York School District in Pennsylvania, in person, through conference call or other electronic link by means of which all persons participating in the meeting can hear each other. In the event it is not feasible to have the meeting originate from the Cyber School, meetings may originate from any location that is convenient to the Trustees that does not conflict with the requirements of the Sunshine Act. Participation in a meeting by any means set forth in this Section 5.2 shall constitute presence in person at such meeting.
- 5.3 Voting:** Each Trustee shall be entitled to one (1) vote. Proxies shall not be permitted.
- 5.4 Conflict of Interest:** Voting on any matter involving a conflict of interest shall be governed by the Public Official and Employee Ethics Act, 65 Pa. C.S. 1101-1113 and the Cyber School’s Conflict of Interest Policy. Notwithstanding the foregoing, common interested Trustees may be counted in determining the presence of a quorum at a Board meeting in which a transaction described above is authorized, approved, or ratified.
- 5.5 Presumption of Assent:** A Trustee who is present at the meeting of the Board at which any action is taken shall be presumed to have concurred in the action taken unless the Trustee’s dissent or abstention is entered in the minutes of the meeting or unless the Trustee files a written dissent or abstention to the action with the Secretary/Secretary designee before or promptly after adjournment.
- 5.6 Use of Communication Equipment:** Trustees may participate in a Board meeting by telephone conference or other electronic link as long as all persons participating in the meeting are able to hear and be heard and in which compliance with the Sunshine Act is fulfilled.

ARTICLE VI **COMMITTEES**

- 6.1 Committees:** The Trustees may elect or appoint committees (which may include individuals who are not Trustees of the Cyber School) as they determine necessary. Each committee shall be chaired by a Trustee, unless otherwise agreed by the Board. At any meeting of a committee, a quorum for the transaction of business shall consist of a majority of the members of such committee. The members of any committee shall serve on the committee at the pleasure of the chairperson of the committee. The CEO shall serve as a non-voting member of all Permanent and Ad hoc Committees unless otherwise expressly stated by the Board. The Board shall establish those committees at such times and for such durations as it deems appropriate.

ARTICLE VII
LIMITATION OF LIABILITY

7.1 Definitions: For purpose of this Article:

- (a) “Cyber School” means the charter school named at the beginning of these Bylaws, and if it is involved in any consolidation or merger, each constituent corporation absorbed in, and each surviving or new corporation surviving or resulting from, such consolidation or merger;
- (b) “Liability” means any compensatory, punitive or other damages, judgment, amount paid in settlement, fines, penalty, excise tax assessed with respect to an employee benefit plan, and cost or expense of any nature whatsoever, including without limitation, attorneys’ fees and costs of proceedings;
- (c) “Indemnified Capacity” means any and all past, present and future service by a Representative in one or more capacities:
 - (i) as a trustee, officer, employee or agent of the Cyber School
or
 - (ii) at the request of the Cyber School, as a trustee, officer, employee, agent, Trustee, or fiduciary of another corporation or any partnership, joint venture, trust, employee benefit plan, or other entity, enterprise or undertaking, including service as a representative that imposes duties on or involves service by the representative with respect to an employee benefit plan, its participants or beneficiaries;
- (d) “Proceeding” means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Corporation, or otherwise; and
- (e) “Representative” means any person who: (i) serves or has served as a Trustee, officer, employee or agent of the Cyber School; or (ii) has been expressly designated by the Board as a Representative of the Cyber School for purposes of and entitled to the benefits under this Article 7.

7.2 Limitation of Liability: A Representative shall not be personally liable for any action taken, or failure to take action resulting from an actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence, or act or omission giving rise to strict or products liability, or other form of liability, except to the extent: (a) the conduct of the Representative is determined by a court to have constituted willful misconduct or recklessness; (b) the conduct of the Representative is based upon attributable to his or her receipt from the Cyber School of a personal benefit to which the person is not legally entitled; (c) the liability of a Representative is with respect to the

administration of assets held by the Cyber School in trust pursuant to Section 5547 of the Pennsylvania Nonprofit Corporation Law of 1988, as amended; or (d) such indemnification is expressly prohibited by applicable law or otherwise is unlawful.

7.3 Insurance: The Board may choose to self-insure, purchase and maintain insurance or letters of credit, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or give a mortgage upon or a security interest in any property of the Cyber School, or use any other mechanism or arrangement, in such amounts, at such costs, and upon such other terms and conditions as and when the Board shall determine. Absent fraud, the determination of the Board with respect to such matters shall be conclusive against all security holders, officers and Trustees, and shall not be subject to avoidance or voidability.

7.4 Indemnification: To the extent that an individual who is, or was, a Trustee, officer, employee, agent or other Representative of the Cyber School, was or is a party to or is threatened with a pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, brought to procure a judgment against such individual by reason of the fact that he or she is, or was, a Trustee, officer, employee, agent or other Representative of the Cyber School, such individual shall be indemnified against expenses (including but not limited to attorneys' fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement, actually and reasonably incurred by such individual in connection with such action, suit or proceeding, except as otherwise provided in Section 7.6 hereof. An individual entitled to indemnification under this subparagraph is hereafter called "a person covered by Section 7.4 hereof."

7.4.1 Procedure for Effecting Indemnification: The determination shall be made:

- (a) by the Board of Trustees by a majority vote of a quorum, and to the extent applicable, consisting of Trustees who were not parties to the action or proceeding;
- (b) if the foregoing quorum is not obtainable or if obtainable and a majority vote of a quorum of disinterested Trustees so directs, by independent legal counsel in a written opinion;
- (c) by such other body as may be provided in the bylaws.

7.5 Expenses: Expenses incurred by a person covered by section 7.4 hereof in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the Cyber School. If said expenses are paid by the Board in advance of the final disposition of such action, suit or proceeding, their said expenses shall be repaid to the Cyber School if it shall ultimately be determined that such person is not entitled to be indemnified by the Cyber School, as provided in section 7.6.

7.6 **Continuation:** No indemnification under section 7.4 or advancement or reimbursement of expenses under section 7.5 shall be provided to a person covered by section 7.4 hereof:

- a. If a final unappealable judgment or award is determined by a court to have constituted willful misconduct or recklessness;
- b. For expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines and amounts paid in settlement) which have been paid directly to or for the benefit of such person by an insurance carrier under a policy of officers' and directors' liability insurance whose premiums are paid for by the Board or by an individual other than such Trustees; and
- c. For amounts paid in settlement of any threatened, pending or completed action, suit or proceeding without the written consent of the Board, which written consent shall not be unreasonably withheld. The Board of Trustees is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under section 7.4 or advancement or reimbursement of expenses under section 7.5, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article shall continue as to an individual who has ceased to be a Trustee, officer, employee, agent or other Representative of the Cyber School, and shall inure to the benefit of the heirs, executors and administrators of such individual.

7.7 **Enforcement:** The term "to the fullest extent permitted by applicable law," as used in this Article, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by section 7.4 hereof may, to the full extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's option: (i) on the basis of applicable law in effect on the date this article was approved by the Trustees; or (ii) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding; or (iii) on the basis of the applicable law in effect at the time indemnification is sought.

- a. Nothing contained in this Article shall be construed to limit the rights and powers the Board possesses under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, the Pennsylvania Directors' Liability Act, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification

obligations, and any other rights or powers the Board may otherwise have under applicable law.

- b. The provisions of this Article may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement or reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by section 7.4 hereof by a written agreement signed by the Board and such person.
- c. The Board shall have the right to appoint the attorney for a person covered by section 7.4 hereof, provided such appointment is not unreasonable under the circumstances.

7.8 Amendments: Any Bylaw provisions which are amended, replaced or repealed by this Article shall continue to apply any breach of performance of duty or any failure of performance of duty by any Trustee to which this Article does not apply by reason of Section 8367 of the Pennsylvania Directors Liability Act.

7.9 Limitation: Nothing in this Article shall affect the liability of a representative of the Board with respect to the Pennsylvania Nonprofit Corporation Law of 1988, as amended.

ARTICLE VIII MISCELLANEOUS

8.1 Force and Effect of Bylaws: These Bylaws are subject to provisions of the laws of the Commonwealth of Pennsylvania. If any provision in these Bylaws is inconsistent with the laws of the Commonwealth of Pennsylvania, applicable law shall govern to the extent of the inconsistency.

8.2 Amendment to Bylaws: These Bylaws may be altered, amended, repealed and replaced by new bylaws by a vote of not less than two-thirds (2/3) of the members present and voting at any regular or special meeting of the Board of Trustees, provided that written notice of the proposed bylaw change has been given to each Trustee at least five (5) days prior to said meeting.

8.3 Conflicts: To the extent that anything in these Bylaws could be construed to conflict with the Cyber School's charter or applicable state and/or federal laws, the applicable state and/or federal laws and/or charter control.

8.4 Dissolution: Upon revocation or non-renewal of the Cyber School's Charter, such revocation or non-renewal date being when all administrative and judicial remedies have been exhausted, the Cyber School shall be dissolved. After disposition of or making provision for the payment of all liabilities and obligations of the Cyber School, any remaining assets shall be given over to the intermediate unit in which the Cyber School's

administrative office is located for distribution to the school districts in which the students enrolled in the Cyber School reside at the time of dissolution.

8.5 Oath of Office: Every Trustee, upon being appointed to the Board of Trustees, shall take the following oath:

"I do solemnly affirm that I will support, obey and defend the Constitution of the United States, and the Constitution of this Commonwealth, and that I will discharge the duties of my office with fidelity."

8.6 Rules of Procedure: The proceedings and deliberations of the Cyber School shall be in accordance with rules adopted and amended by the Board of Trustees. All matters not governed by such rules shall be governed by the parliamentary practices established by Robert's Rules of Order, Newly Revised.

Adopted 18 day of August, 2022.



President

APPENDIX M

ARTICLES OF INCORPORATION

This appendix includes the following:

- Pennwood Cyber Charter Articles of Incorporation
- Pennwood Cyber Charter Addendum to Articles of Incorporation

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O.BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.PA.GOV

Joshua Pollak
McKenna Snyder LLC 350 Eagleview Blvd., Ste 100
Exton PA 19341

Pennwood Cyber Charter School

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for Business Taxes with the PA Department of Revenue & Labor and Industry or visit www.Business.pa.gov to find answers to most common registration questions.

Nonprofit corporations that solicit funds from citizens of the Commonwealth of Pennsylvania must register with the Bureau of Corporations and Charitable Organizations of the Department of State, unless exempt from registration requirements. please see www.dos.pa.gov/BusinessCharities/Charities or contact the Bureau of Corporations and Charitable Organizations at 207 North office building, Harrisburg, PA 17120, (717) 783-1720 or 1-800-732-0999 within Pennsylvania, for more information on registration..

If you have any questions pertaining to the Bureau, please visit our website at www.dos.pa.gov/BusinessCharities Or you may contact us by telephone at (717)787-1057. Information regarding business and UCC filings can be found on our searchable database at www.corporations.pa.gov/Search/CorpSearch .

Entity number : 7581193

**PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: Joshua Pollak Name McKenna Snyder LLC, 350 Eagleview Blvd., Ste 100 Address Exton PA 19341 City State Zip Code <input type="checkbox"/> Return document by email to: _____	Articles of Incorporation-NonProfit (15 Pa.C.S.) (rev . 2/2017)  5306
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Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$125.00 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

Check one: Domestic Nonprofit Corporation (§ 5306) Nonprofit Cooperative Corporation (§ 7102B)

In compliance with the requirements of the applicable provisions (relating to articles of incorporation or cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperation corporation, hereby state(s) that:

1. The name of the corporation is:
 Pennwood Cyber Charter School

2. Complete part (a) or (b) – not both:

(a) The address of this corporation’s current registered office in this Commonwealth is: *(post office box alone is not acceptable)*

[REDACTED]	Cogan Station	PA	17728	Lycoming
Number and Street	City	State	Zip	County

(b) The name of this corporation’s commercial registered office provider and the county of venue is:

c/o:

Name of Commercial Registered Office Provider	County
---	--------

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes.
To operate a cyber charter school pursuant to the Pennsylvania Charter School Law (24 P.S. §17-1701-A, et.) exclusively for charitable and educational purposes.

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. Check and complete one:

The corporation is organized on a non-stock basis.

The corporation is organized on a stock share basis and the aggregate number of shares authorized is:

6. For unincorporated association incorporating as a nonprofit corporation only. Check if applicable:

_____ The incorporators constitute a majority of the members of the committee authorized to incorporate such association by the requisite vote required by the organic law of the association for the amendment of such organic law.

7. For Nonprofit Corporation Only:

Check one: *The corporation shall have no members.*
 The corporation shall have members.

8. For Nonprofit Cooperative Corporation Only:

Check one of the following:

_____ The corporation is a cooperative corporation and the common bond of membership among its members is:

_____ The corporation is a cooperative corporation and the common bond of membership among its shareholders is :

9. The name(s) and address(es) of each incorporator(s) is (are) (all incorporators must sign below):

Name

Address

Marc LeBlond

_____, Cogan Station , Lycoming , PA ,
United States , 17728

10. The specified effective date, if any, is:

_____ month day year hour, if any

11. Additional provisions of the articles, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this

08 day of August , 2022 .

Marc LeBlond

Signature

**ADDENDUM TO
ARTICLES OF INCORPORATION**

Pennwood Cyber Charter School

3.

(a) operate a cyber charter school pursuant to the Pennsylvania Charter School Law (24 P.S. §17-1701-A, et.), exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and exercise all rights and powers conferred by the laws of the Commonwealth of Pennsylvania upon a nonprofit corporation or a cyber charter school; and

(b) receive contributions from whatever source, whether unrestricted or for designated purposes, and hold the same for such designated purposes or subject to any conditions specified in the terms of the gift or grant and in furtherance of the purposes of the Corporation set forth in subparagraph (a) above.

APPENDIX N
Statement of Agreement with Pearson

**PEARSON VIRTUAL SCHOOLS USA
CHARTER SCHOOL VIRTUAL LEARNING PROGRAMS
STATEMENT OF AGREEMENT**

School Name: PENNWOOD CYBER CHARTER SCHOOL
Contact Person: Marc LeBlond, Governing Board President
Phone Number: (860) 895-3264
Email Address: marc.leblond@trincoll.edu
Effective Date: Upon Full Execution of Pennwood Cyber Charter School’s Charter
Expiration Date: June 30, 2029

Background Information.

Pennwood Cyber Charter School, a non-profit organization and Pennsylvania public cyber charter school (“School”), is contracting with Pearson Virtual Schools USA (“Pearson”) to receive access to certain virtual education products through Pearson’s education management system (“EMS”), along with associated support services, as more fully set forth in the attached Schedules (collectively, the “Education Program”). The Education Program shall be designed to accommodate a two full semester and one interim term calendar more specifically described in Schedule 1, Education Program. School and Pearson together are sometimes collectively referred to herein as Parties and individually as a Party. The School is authorized as a public cyber charter school by the Pennsylvania Department of Education (the “Authorizer” or the “Department”) under Pennsylvania (“State”) law. The Parties’ rights and responsibilities are set forth in the schedules attached hereto and incorporated herein by reference, and for the convenience of the Parties are organized as set forth below. Upon mutual written agreement of the Parties, schedules can be amended or restated without amending or restating the remainder of the schedules or this cover page.

1. **Term.** This Agreement will commence on the execution of the School’s initial Charter by both its Authorizer and the School and expire on June 30, 2029 (the “Term”), provided, however, so long as the parties have entered into negotiations to renew this Agreement, and, as of the June 30, 2029 expiration date, neither Party has informed the other Party of its intent to not renew the agreement, this Agreement shall continue to be in full force and effect until: (1) the Parties enter into a renewal agreement; or (2) one Party informs the other Party of its intent to terminate the relationship and the negotiations related to the renewal of the Agreement, whichever occurs earlier. If the notice of intent to terminate occurs after the start of an Academic Year consistent with the terms set forth in Schedule 13, Section 2, then such notice of termination shall take effect on June 30, of the Academic Year in which the notice occurred. If the notice of the intent to terminate the relationship and the negotiations related to the renewal of the Agreement occurs prior to the start of the Academic Year immediately following the expiration date of the Agreement being renewed, then the termination date shall be that date agreed to by the Parties.

2. **Pearson Rights and Responsibilities.**

At the direction of and subject to the oversight of the Governing Board:

- a. The Education Program, described in Schedule 1;
- b. Special Education Services, described in Schedule 2;
- c. Employment and Staffing, described in Schedule 3;
- d. Human Resources and Compliance Services, described in Schedule 4;
- e. School Success Partner Team: School Success Partner, Solutions Partner and Academic Success Partner, described in Schedule 5;
- f. Enrollment, Academic Placement and Public Information Campaign services, described in Schedule 6;
- g. Student Record Services, described in Schedule 7;
- h. Technology and Facility Services, described in Schedule 8.

3. School Responsibilities.

- a. The Governing Board is responsible for all financial and educational decisions associated with the School.
- b. All responsibilities not specifically delegated to Pearson are the responsibility of School and are generally organized for School’s convenience in Schedule 9, with additional references to School’s responsibilities in other attached schedules;
- c. Collection of Funds, Pricing and Payment Terms, described in Schedule 10;

4. Additional Schedules.

- a. Notice Information, described in Schedule 11;
- b. Insurance Policies, described in Schedule 12;
- c. Legal Terms, described in Schedule 13; and
- d. Index of Defined Terms described in Schedule 14.

This Agreement, including the attached Schedules, comprises the entirety of the Parties’ Agreement.

Agreed to by:

Pearson Virtual Schools USA

Pennwood Cyber Charter School

By: Lorin Thomas-Tavel
Lorin Thomas-Tavel (Sep 15, 2023 15:52 EDT)

By: 
Marc LeBlond (Sep 1, 2023 10:43 EDT)

Title: Managing Director - Pearson Virtual Schools

Title: **Board Chair**

Schedule 1

Education Program

1. Curriculum. Pearson will provide the Education Program which includes educational content and materials delivered primarily through the internet and other electronic means (“Curriculum”) which, when supplemented with Teacher-provided additions and modifications, meets State standards, as adopted by the State Board of Education. The Curriculum includes:
 - a. Pearson standard Course offerings, access to teacher-directed extended learning activities, non-School directed extracurricular activities, and other special events.
 - b. Access to Social and Emotional Learning (“SEL”) resources, professional development/training and assessment tools.
 - c. A license to use Pearson's standard instructional materials (“Instructional Materials”). Instructional Materials will be provided in compliance with each Student’s individualized education plan (“IEP”), Section 504 Plan (“504 Plan”) or English Learner plan (“ILP or EL Plan”), provided such IEPs, 504 Plans, and ILP or EL Plans are made available to Pearson.
 - d. A 3-week interim term, known as the “Connections Term,” the focus of which is to empower students to meet their unique educational and life goals through flexible pacing, college preparatory programming, and practical career skill development. The Connections Term will include modules for high school students and project-based learning for elementary and middle school students. Students who successfully complete their module or project will be awarded a Career Competency badge. Students will also have access to test preparation, credit recovery and remediation depending on what is best suited for each individual student’s Personalized Learning Plan.
 - e. To the extent permitted by Pennsylvania law, Pearson will provide access to courses taught through Pearson Online Academy.
 - f. To the extent reasonably possible and so long as within the existing capability of the scope of products and services provided as part of the Education Program, provide services and accommodations for assessments, instructional approach and/or lesson presentation to meet individual needs of each Special Education Student to the extent documented within each Student’s IEP, 504 Plan, ILP, or EL Plan provided to Pearson.
 - g. Provide logistic services in connection with the Pearson-provided physical Curriculum materials, including procurement, contracting, storage, fulfillment, and other services required to obtain, deliver, collect and warehouse these materials.
2. EMS Access. Pearson grants School an access license for the duration of the Term to access and use Pearson’s proprietary technology platform (the “EMS”), so that Students, Caretakers of Students, Learning Coaches, Teachers and Administrative Staff have access to the Education Program.
3. Personalized Learning Plan Protocol. Provide Teachers with resources and assistance designed to enhance their effectiveness in creating a Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the State or otherwise required by the School.

4. Testing and Assessments. Support School in the administration of benchmark assessments, as well as all State-required testing and other State-mandated assessments, including a series of assessments designed to gauge the Student’s mastery of core concepts and readiness for the State standardized tests or other State mandated testing. School will administer required benchmark assessments and Pearson-provided SEL assessment annually. Resulting data will be shared with Pearson (to the extent permitted under applicable law including FERPA) and will be used to analyze and develop recommendations for areas of improvement. In addition, benchmarking data will be used by the School to make instructional decisions for each Student.
5. Training.
 - a. Provide School and School Staff with necessary training on the EMS and continuing professional development and other related training, leadership development and peer-to-peer networking opportunities (collectively “Training”) that support the School’s mission and delivery of the Education Program, thereby facilitating compliance with applicable law, including laws with express Training requirements.
 - b. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of the EMS, various Pearson policies and procedures, and other topics relevant to successfully engaging the Education Program.
 - c. All costs associated with such Training shall be the responsibility of Pearson, including related travel, housing, meal and hospitality costs, except to the extent Pearson notifies the School at least three months prior to the Training opportunity of certain costs the School will be required to cover. Pearson’s sponsored training will be for the purpose of supporting the School’s education mission and other related official School business and will be provided at the discretion of the Governing Board.
6. NCAA. The School will be included in the Pearson-affiliated school “district” for NCAA purposes at no additional fee, so long as the School meets the NCAA criteria and agrees to deliver courses and instruction in compliance with the NCAA Guidelines for Pearson-affiliated Schools (both criteria and Guidelines found here: <https://www.connexus.com/library/launch.aspx?id=80237>).
7. Public Website. Maintain a public web site on behalf of the School that will contain or link to any information required by applicable law. Content specific to the School (whether created by the School or Pearson) is the property of the School, however the web site, its domain name, design and layout is the exclusive property of Pearson.
8. Health and Safety. Assist the School in the development of required annual staff training and drafting corresponding school and/or board policies related to the following standards regarding health and safety, in accordance and/or consistent with applicable State law:
 - a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring;
 - b. Prohibiting the use of drugs, alcohol, weapons and tobacco in school-operated facilities or at School sponsored events and supporting school staff in understanding signs and symptoms of substance abuse;
 - c. Prohibiting bullying, sexual harassment, harassment, and other social behaviors; Adopting training on suicide awareness to include risk factors, protective factors, and warning signs;
 - d. Provide support for annual training in the areas of situational awareness and trauma-informed approaches; Provide support for annual in-person training on emergency fire,

natural disaster, active shooter, hostage situation and bomb threat training drills, as well as, recognizing student behavior that may indicate a threat to the safety of the student or any member of the school community; and

- e. Complying with all applicable state immunization laws.
9. Counseling and Related Services: Provide services to support, monitor, and train the School in its provision of academic counseling, social/emotional counseling, college and career counseling, as well as completion of counseling tasks (transcription, AP exam scheduling, graduation counseling, etc.) and other related services to Students, including assisting in the development of protocols and providing consultative support in connection with the protocols. Direct student services will be provided on life skills as well as college, career, and military readiness through Global LiveLessons and Future Focus LiveLessons. School social workers will be regionalized to provide additional mental health related services to students.
10. Additional Programs. Pearson will make available additional programs such as Career Technical Education, extended year, and accelerated options to the extent permitted under applicable State law.
11. Program Oversight. Pursuant to the terms of this Agreement, and as a part of the Pearson fee for the Education Program and Pearson responsibilities, Pearson shall make key personnel reasonably available for advisement and consultation with School's representatives who are responsible for managing or overseeing the Education Program. Except to the extent otherwise agreed, all costs, including reasonable hospitality related expenses, incurred in connection with Program Oversight, shall be and, therefore, School shall not be separately assessed for any costs incurred by Pearson in connection with its Program Oversight related responsibilities outlined in this Section.
12. Periodic Review. Pearson has developed a nationally recognized cyber education program under the Pearson-affiliated brands and it has an inherent interest in protecting the goodwill generated in connection therewith and the academic integrity of the Education Program. The Parties also recognize that the School has a vested interest in Pearson protecting such goodwill, as well as the academic integrity of the Education Program in connection with the School's mission to advance the education interests of its Students. Accordingly, Pearson is hereby obligated and authorized to perform ongoing and periodic reviews documenting the manner in which the Education Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers, and to report to the Governing Board any deviations from established Board-adopted policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies Pearson takes note of in connection with such ongoing or periodic review.

Schedule 2

Special Education Services

1. The Education Program shall comply with the requirements of the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), 20 U.S.C. §§ 1400-1482; Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794; the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101–12213; and any and all state and federal regulations promulgated in connection therewith.
2. Pearson will:
 - a. In consultation with the Governing Board and consistent with Board-adopted policies and procedures, develop the Special Education Protocols that will govern the manner in which Special Education Services are provided and which shall be in compliance with federal and state special education regulations and statutes;
 - b. Implement and deliver the following services in support of the Special Education Services provided by the School, including but not limited to:
 - i. Providing periodic compliance assessments to the School of the School's delivery of Special Education Services;
 - ii. Supporting the School with ongoing professional learning and monitoring in the areas of special education, Section 504 and English Learner (“EL”) services and programs;
 - iii. Meeting, at a minimum, once per month with the School’s Special Education Director or School leadership members, as applicable;
 - iv. In consultation with the Governing Board, monitoring the implementation of the Special Education Protocols as well as compliance with EL federal and state requirements;
 - v. Providing data support in connection with the State specific Special Education reporting systems;
 - c. Provide assistive technology for eligible Students;
 - d. Provide oral and written English translations for limited English proficient caretakers in their native language in accordance with state and federal law;
 - e. Contract directly with related service providers for therapies, evaluations, closed captioning, consulting for vision and hearing impaired and pay invoices for all such services.
3. Adoption of, and Compliance with, Special Education Protocols. Upon its review and approval, the School will adopt the required Special Education Protocols. Such protocols shall be consistent with state and federal laws and the Charter. Pearson will support the School Leader and Director of Special Education in periodic review and revisions of these protocols throughout the Term of the Agreement. Pearson will provide guidance to the Special Education Director with respect to providing Special Needs Students with a free and appropriate public education (“FAPE”) in a manner consistent with the Special Education Protocols.

Schedule 3

Employment and Staffing

1. The School is the employer of the School Staff.
2. The CEO who shall be employed by the School shall be responsible, with the support of Pearson's Academic Success Partner, for assigning, supervising, evaluating, and disciplining School Staff, and for recommending to the School the hiring and dismissal of Teachers. The CEO shall carry out his/her delegated responsibilities in accordance with the law, the Charter, and School adopted policies and procedures. Notwithstanding the above, the CEO may designate its leaders, including Principals and/or Assistant Principals to supervise and evaluate certain professional staff, including Teachers.
3. In circumstances where there is a vacancy or the School's enrollment is insufficient to support one or more full-time School Staff positions, and to the extent permitted by the law, the School may request that it be afforded the ability to utilize the services of qualified educators from Pearson until such time as the relevant vacant position is filled or there are sufficient number of Students to support a particular full-time position, respectively.
4. Each Party shall notify the other Party as soon as is practicable of any School Staff member who the notifying party learns has been convicted of a felony or misdemeanor involving a crime of moral turpitude.
5. In the event that the CEO or Governing Board determines a particular School Staff member's job performance is in violation of the Pennsylvania Educator Code of Conduct, is negatively impacting the School's overall performance, or is otherwise creating an unacceptable reputational risk, upon the CEO and/or Governing Board's request, Pearson shall consult with the CEO and/or Governing Board in order to develop a School Staff Improvement Plan. It is the School's responsibility to require full and consistent implementation of all School Staff Improvement Plans.
6. The School may, at any time, request that Pearson support the CEO in the commencement of or independently commence an investigation into and take action to address any complaints or concerns regarding the performance or conduct of any member of School Staff.
7. School Staff may be full-time dedicated resources to the School or part-time resources, including possible third-party contractors, based on the School's enrollment and other factors.
8. School Staff shall be licensed and/or credentialed in accordance with Applicable Law.

Schedule 4

Human Resources and Compliance Services

1. Human Resources Services
 - a. Provide a dedicated HR Generalist who will work under the guidance and support of the School's HR Department, solely supporting the School with talent acquisition, employee relations, employee engagement, reporting support, communication services, compensation, and compliance services including credential compliance for all School hired staff.
2. Payroll Administration
 - a. Process payroll including the calculations of necessary teacher pro-rations, School pay structures, management and tracking of payroll adjustments and workers compensation support.
 - b. Register with all required state and local taxing authorities.
3. Benefits Administrative Support
 - a. Support and fulfill administration services for School employee benefits programs, leave management, accommodations and employee programs. Design and implement School benefits plan including health and supplemental benefits in accordance with federal and state law.
 - b. Full-service benefits administration includes the design and maintenance of a complete benefits suite. Provide leave management services, accommodations and manage employee programs (i.e. Tuition Reimbursement).
4. Retirement Administration
 - a. Support employee enrollment, processing and submission to the School's retirement program.
 - b. Administer retirement plan on behalf of School, remit withholdings and process annual census as required by law.
5. Compliance Services
 - a. Provide business-related compliance School support including: policy creation for all School stakeholders (e.g. employee, general and school supplements), ad hoc board policies, health, safety and emergency preparedness, research and guidance on course and credential alignment and tracking, school calendars, business insurance, business risk management, and board of director compliance and tracking services;
 - b. Support the School with child abuse clearances, criminal background checks, fingerprinting and employment history review process delineated in Act 168, 24 P.S. §1-111.1 to be conducted on staff assigned to the School, and on Community Coordinators, to the extent required by State law, and will maintain documentary evidence of such child abuse clearances, background checks, fingerprinting and employment history review process delineated in Act 168, 24 P.S. §1-111.1. Pearson will provide documentary evidence of its compliance with this section, subject to any privacy restrictions or confidentiality requirements imposed by State law.

6. Handbooks. In consultation with the CEO or Governing Board, develop and maintain an employee handbook and school handbook that shall be submitted to the School for review and adoption as needed throughout the school year.

Schedule 5

School Success Partner Team: School Success Partner, Solutions Partner, and Academic Success Partner

Pearson will provide the School a School Success Partner, a Solutions Partner, and an Academic Success Partner from the School Success Partner team whose responsibilities are set forth below.

1. Solutions Partner Team. The Solutions Partner (sometimes referred to as “SP”) will serve as the first point of contact for School administrative and operational issues. Solutions Partners support issue resolution, business measurement and reporting, and support with data needs.
 - a. Solutions Partners generally act as a liaison between Pearson and School providing support in relationship to:
 - i. Day-to-day school operation concerns;
 - ii. School and Pearson processes; and
 - iii. Addressing school needs that require interfacing with other Pearson departments and requests.
 - b. Solutions Partners help ensure processes related to marketing, enrollment, placement, instruction, product, curriculum, progress monitoring of Students, and business functions are followed.
2. Academic Success Partners Team. The Academic Success Partner is responsible for monitoring the Education Program to ensure the School is implementing it with fidelity to the agreed upon model to ensure optimal Student success.
 - a. The Academic Success Partner supports the School’s academic performance and operational health by providing guidance, and support on
 - i. School Improvement Planning (SIP);
 - ii. Problem solving;
 - iii. Management;
 - iv. Administrative Staff and School Staff Supervisor;
 - v. Establishment of and adherence to School policy;
 - vi. Analysis of School performance and other key data metrics;
 - vii. Leadership development and concerns; and
 - viii. Targeted intervention strategies.
3. School Success Partner Team. The School Success Partner is responsible for supporting the Governing Board with respect to the academic, financial, and operational health of the School and will serve as Pearson’s first point of contact for the Governing Board, CEO or Authorizer, as applicable.
 - a. School Success Partners generally act as a liaison between Pearson and School providing support in relationship to:

- i. Address School strategic concerns;
 - ii. Ensure delivery of the terms of the Agreement; and
 - iii. Support the School relationship with the Authorizer
- 4. School Success Partner Team Communication with School Leaders:
 - a. All School Administrators, School Success Partners, Academic Success Partners, and Solutions Partners will participate in:
 - i. A weekly Pearson School Leader Update (SLU) Information email which includes updates or information about program or software enhancement and other topics that the school leadership teams need to be aware of.
 - ii. Monthly School Leadership team meetings with all Pearson-affiliated full-time school principals, assistant principals, School Success Partners, Academic Success Partners and Solutions Partners to talk about timely topics. All Principals and Assistant Principals are encouraged to attend these monthly meetings.
 - iii. Professional development sessions for school leadership team members. These include monthly meetings on school data, school improvement planning, and other topics. If the CEO is struggling in an area and requires professional development as directed by the Governing Board, these sessions may be assigned as mandatory professional development sessions.
 - iv. Quarterly School Improvement update sessions: The School will report on the current results of their school improvement plan. The CEO, the leadership team, and anyone else at the School who owns one of the school action plans are strongly encouraged to regularly attend these sessions. Members of the Academic Success Partners, School Success Partners, and Solutions Partners teams will also attend. Schools are encouraged to invite other stakeholders.
- 5. CEO and their assigned School Success Partner, Academic Success Partner and Solutions Partner will participate in:
 - a. Weekly one-on-one check-in sessions to touch base and stay informed about:
 - i. School Year Cycle topics;
 - ii. School metrics;
 - iii. School Improvement Planning (SIP); and
 - iv. Daily school operations.

These meetings/check-in sessions may include only the CEO or may include other members of the school leadership team at the CEO's discretion.
 - b. Performance management meetings, where the following will be discussed with the Governing Board's Personnel Committee or designee:
 - i. Goal setting for CEO;
 - ii. CEO performance level with improvement suggestions;
 - iii. Improvement planning; and
 - iv. Formalized performance review sessions (mid-year and end of year reviews) in consultation with the Governing Board.

Schedule 6

Enrollment, Academic Placement and Public Information Campaign

1. Enrollment and Academic Placement Processing. Pearson will implement and conduct the School enrollment process on behalf of the School, in accordance with placement and withdrawal policies and procedures adopted by the School in consultation with Pearson, and consistent with local, state and federal law.
 - a. The School appoints Pearson as the School's agent throughout the enrollment and placement process for purposes of obtaining and delivering information from and to Students and Caretakers in connection with the enrollment and placement process.
 - b. Pearson shall maintain a list of the Students enrolled in the School and shall provide such list to the School promptly upon request.
 - c. Students shall be permitted to participate in dual enrollment programs to the extent permitted by State law and consistent with any dual enrollment requirements adopted by the School and its dual enrollment partners. Pearson and the School will continue to work together to create additional dual enrollment opportunities as Student interest develops.

2. Public Information Campaign.
 - a. Pearson, with the input of the School's CEO or designee, will develop and implement a Public Information Campaign ("PIC") to inform potential students, their Caretakers, and other interested parties about the Education Program. Any PIC shall include, but not be limited to, the creation, design and preparation of recruitment materials and advertisements; traditional public relations; the preparing for and hosting of information sessions and other events. PICs undertaken by Pearson shall include a combination of national and School-specific campaigns, launched to inform potential students about the School.
 - b. To the extent there is more than one Pearson supported cyber charter school in the State, the School-specific campaigns of the PIC will be designed to benefit only the School as necessary to achieve its enrollment goals. Enrollment Leads directly generated from such School-specific campaigns of the PIC will not be leveraged by Pearson to benefit any other Pearson-supported cyber charter school in the State.

- c. Any methods, processes, collateral, and Enrollment Leads that are obtained, developed and/or used in connection with the PIC is proprietary Pearson Confidential Information, and is the property of Pearson.
- d. Pearson maintains an Enrollment Lead database of all generated leads developed through Pearson's PIC efforts, including Enrollment Leads who later enroll in a particular Pearson supported school. The Enrollment Lead database is the exclusive property of Pearson, regardless of whether an Enrollment Lead begins the enrollment process, converts to an enrolled Student, or takes no further steps toward enrollment after becoming an Enrollment Lead. Enrollment Leads and data received by Pearson on or after February 1 of the last Academic Year of the Term are presumed to be in support of schools that are Pearson customers during the Academic Year immediately following the last Academic Year of the Term and School has no right to benefit from such Enrollment Leads and data
- e. Pearson is authorized by School to access Student Records for communications directly with Caregivers and Students in support of the School's education mission about education enrichment related opportunities of potential interest, including post-high school opportunities, clubs and activities, academic contests and competitions, summer school opportunities, internships, and job training opportunities. Pearson may authorize other Pearson-affiliated businesses to send such communications, so long as CEO approves of the communication content.
- f. Pearson will keep School's CEO or designee apprised throughout the Term of the PIC details, including development and implementation.
- g. The School designates Pearson as the sole contractor for the PIC during the Term of this Agreement.
- h. Public information and Enrollment Services supporting a given Academic Year commence during the prior Academic Year but are covered by invoices issued to the School on or after the first day of the Academic Year for which they are intended to benefit. For the sake of clarity, the public information and enrollment services related to the 2024-2025 school year may begin as early as January 2024, but the invoicing for them will not commence until on or after July 2024. Pearson will have no obligation to develop and implement a PIC or perform enrollment services for the Academic Year that follows any termination or non-renewal of this Agreement. For example, if the Agreement terminates and non-renews on June 30, 2029, then during the 2028-2029 Academic Year, Pearson has no obligation to develop and implement a PIC to support the recruitment and enrollment of students for the 2029-2030 Academic Year. In this situation, the School would be solely responsible for providing marketing and enrollment services to support the recruitment and enrollment of students for the 2029- 2030 Academic Year and may do so without Pearson's involvement.

Schedule 7

Student Records and Data

1. Repository of School Records. The School hereby appoints Pearson its repository of electronic Student Records and other electronic School records, subject to the access, confidentiality, and privacy requirements of FERPA, the IDEA, Section 504, and other applicable State and federal law.
 - a. Pearson will store and maintain such electronic records in accordance with state, local and federal law and consistent with commercially reasonable technical and organizational measures intended to protect against: (i) accidental or unauthorized destruction; (ii) accidental or intentional loss or alteration; or (iii) unauthorized disclosure or access.
 - b. In the event the expiration or earlier termination of this Agreement, Pearson will maintain a repository of such records for a period of four (4) years following such expiration or earlier termination for no additional fee and School shall have full access to such records during such time period, regardless of any dispute between the Parties related to the terms or obligations under this Agreement.
2. Student Records Support. In furtherance of its enrollment and placement related obligations set forth in this Agreement and in connection with its repository obligations set forth above:
 - a. Pearson shall receive from Caretakers all Student Records on the School's behalf that are submitted electronically through its secure, password-protected system.
 - b. All Student Record information remains the property of the School, and, to the extent not immediately available through the School's on-demand access, shall be provided to the School via a secure means without unreasonable delay upon written request for such information. To the extent permitted by law, Pearson may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the School provides written notice requesting that specific records be returned to School or Destroyed.
 - c. Pearson shall return to School or Destroy a particular Student's Student Records within 30 days of Pearson's receipt of instructions from School to return or Destroy such Student Records.
3. Protection of Student Records. Pearson and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records," as that term is defined by FERPA (also referred to herein as "Student Records"). The Parties acknowledge that the School at all times owns the Student Records and each Party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. The School designates Pearson as performing an institutional service and having a legitimate educational interest in the Education Records. Pearson shall remain under the direct control of the School with respect to the use and maintenance of the Education Records, subject to the terms of this Agreement and shall use the Education Records described hereunder only for authorized purposes and may not re-disclose and Personally Identifiable Information, as defined under FERPA, to other persons or entities, without the prior written authorization from the School to do so and such disclosure is permitted under FERPA. Pearson

and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.

4. Confidential Information. Each Party shall maintain the confidentiality of Student Records in accordance with applicable federal and state laws as more fully set forth in Schedule 13 (Legal Terms).
5. Aggregated Data. Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker (“Student Information”). Pearson will not use any such School-owned Student Information for any non-school related purpose without obtaining the prior written consent of the School or the Student or Student's Caretaker (as the case may be).
 - a. Pearson may freely aggregate School owned Student Information so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker.
 - b. Unless otherwise prohibited by state or federal law, all such aggregated data shall be the property of Pearson. Pearson may freely use all such aggregated data and identify its source as being the School, upon prior notice and consent of the School.
 - c. Pearson shall, from time to time, provide to the School reports in an electronic format requested by the School to the extent Pearson’s systems and capabilities permit. Upon receipt of such request from the School, Pearson will work with the School to formulate queries, formats and designs that will generate Student Information in a manner most useful to the School, based on the School's objectives and Pearson’s existing capabilities.
6. Communications from Pearson. School acknowledges and agrees that Pearson may periodically contact Authorized Users for the School in connection with the Education Program, as well as to inform Caretakers and Students of educational opportunities related to such Students’ academic pursuits in compliance with state and federal law. Unless prohibited by law, the School specifically consents to such communications being delivered to Caretakers and Students via the EMS e-mail portal and message boards, personal email to the extent such information is available, and direct mail. Pearson will not deliver communications to Students that constitute targeted advertising based on personally identifiable information from Student Records. Telephone communications will be limited to School related communications of an immediate nature that impact a Student's access to the Education Program or are related to the Student’s academic participation and/or academic achievement. By accessing the Licensed Collateral, the School and Authorized Users will be deemed to have consented to receive such communications.

Schedule 8

Technology and Facility

1. Technology. Pearson will provide the following Computer Technology and services associated therewith:
 - a. School and Administrative Staff. Pearson will provide and maintain in working condition Computer Technology for School Staff and the CEO. Any Computer Technology provided by Pearson will be the exclusive property of Pearson or its contractors and will be returned upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner. Notwithstanding the above, all School and Administrative Staff data files stored on the Computer Technology shall remain the property of the School and Pearson shall make reasonable efforts to provide those files to the School upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner.
 - b. Students. Pearson will ensure access to technology is available to each Student enrolled with the School as required by law. Pearson will provide a laptop for all Students and access to a printer. With the exception of printers, such Computer Technology will be the exclusive property of Pearson or its contractors and will be returned upon the termination of this Agreement, or when the Student is no longer enrolled, whichever is sooner. Pearson may invoice Students, unless prohibited by law, for Computer Technology not returned.
 - c. Provide 24/7/365 technical support through on-line Help (in the EMS) and live phone support via Pearson Support Services to Caretakers and Students currently Monday-Friday 8:00 a.m. to 11:00 p.m. (ET) and Saturday-Sunday 10:00 am – 7:00 pm (ET), and to staff Monday-Friday 8:00 a.m. to 8:00 p.m. (ET) (“Technical Support Hours”). Technical Support Hours are subject to change. While Pearson may assist in the installation of software related to the delivery of Related Services, it does not provide assistance with respect to the use and functionality of such software.
 - d. Student Technology Support Stipend Administration. Pearson shall act as the agent for administering School’s Technology Support Stipend program. Payment of the stipend will be facilitated by Pearson, which will be issued to the Caretaker (and in certain circumstances, the Student) according to the schedule outlined in the School handbook, which shall be consistent with the rate used in the development of the Budget, when applicable. The School’s student technology support stipend program will be limited to the eligibility and amount required by law unless Pearson has agreed to a program that exceeds the minimum required by law.
2. Facility Support. The School has elected to have Pearson, or its designee, provide the following Facility Management and Maintenance:
 - a. Procure administrative office space on behalf of the School, subject to the School’s approval. In consultation with the CEO or Governing Board, Pearson or its designee will oversee the buildout of the office space to accommodate the needs of the School.

- b. Provide management and maintenance responsibilities for the administrative office space on behalf of the School, including management and maintenance of equipment, furniture, utilities, and IT/telecommunications networks.
- c. The office space shall continue to be compliant with the Americans with Disabilities Act and meet any other requirements of applicable law.
- d. If this Agreement is terminated prior to its expiration, any capital equipment or furniture and fixtures (“Capital Assets”) owned by Pearson and located in the facility may be purchased by the School at the then current book value as recorded on Pearson’s financial records.
- e. Any Capital Assets not otherwise the property of the landlord pursuant to the terms of the lease, as well as any other furniture, equipment or fixtures purchased by Pearson on behalf of the School using federal or state grant funds or any other sources of public money, will continue to be deemed the property of the School.

Schedule 9

School Responsibilities

1. General. The School is responsible for monitoring the Education Program quality and efficacy, implementation of the Pearson model with fidelity, monitoring Student safety and well-being, and ensuring the School's financial accountability, as well as adopting any necessary policies to comply with State law in oversight of the School, and overseeing Pearson's day-to-day support of the School, except for those services to be performed by School under this Agreement.
2. Employment. Employment responsibilities related to School Staff, as described on Schedule 3 (Employment), including providing adequate staffing support and resources to fully implement the Education Program.
3. Benchmark Assessment Participation. Mandate Student participation and Teacher engagement in all benchmark assessments, including Pearson offered SEL assessments, and as otherwise outlined in Schedule 1.
4. Curriculum Modifications. The Pearson provided EMS allows for targeted School-initiated modifications and additions to the Curriculum, affording the School the opportunity to better tailor the Curriculum to Student needs. In the event that additional modifications are requested, the School will engage the Solutions Partner with respect to the Curriculum Modification Request as early as possible. Information regarding timelines and process to be followed for Curriculum Modification Requests can be found at <https://www.connectionsacademy.com/product-highlights/>. Pearson prioritizes Course Modification Requests that relate to or arise out of a change in regulatory standards. While Pearson cannot guarantee other requested modifications will be available by the requested date, Pearson will work with School to deliver such modifications within a commercially reasonable timeframe given complexity of request, resource availability, and other such relevant considerations. In the event a specific Curriculum Modification Request cannot be implemented or Pearson does not implement any Curriculum Modification Request due to the request being commercially unreasonable, Pearson shall provide School with a written explanation with specificity of its decision and engage School on other options available, given School's motivation for the particular modification.
5. Diplomas. Grant diplomas based on attainment of minimum requirements for graduation with a School diploma.
6. Standardized Testing Administration. Administer all state required testing and other state mandated assessments.
7. Collection of Funds. Except to the extent prohibited by State law, the School shall use reasonable efforts to assist in the collection of any amounts that are due from other governmental entities, federal, state and local, but shall not be responsible for any amounts that fail to be collected.
8. Insurance. Maintain the insurance identified on Schedule 12.
9. Student Data Transfer/Access Requests Made By School. School is responsible for determining that any School request for access to or transfer of Student personally identifiable information or School information to any third-parties, including government agencies, is appropriate, accurate and compliant with applicable local or School policies and procedures,

as well as compliant with state or federal law, and for informing Pearson of any restrictions Pearson must follow in providing such requested access or transfer. To the extent permitted by law, the School shall hold Pearson harmless and indemnify Pearson regarding such access.

10. Abide by Established Protocols, Policies and Procedures. The School shall implement the Education Program with fidelity to ensure Student success. This includes, but is not limited to implementing requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma, and return and recovery policies in connection with the use of Pearson-provided Computer Technology and Instructional Materials. In the event School becomes aware of a known or potential conflict with federal, State or local law, that makes compliance with this paragraph impossible or impracticable, School shall immediately provide Pearson with written notification of the known or potential conflict and work with Pearson to satisfactorily resolve such conflict. During any period of time that the School fails to: (i) implement the Education Program with fidelity; or (ii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to implementation of the Education Program brought to the School's attention in writing by Pearson, Pearson and its agents, employees, and assigns, will not be deemed to have engaged in any wrongdoing, misconduct, negligence, or default under Schedule 13 - Indemnification, of this Agreement.
11. Connections Term. Work with Pearson to faithfully implement the Connections Term consistent with its design.
12. Regular Meetings. The School shall meet regularly with Pearson's School Success team to discuss updates related to the School operation and performance, Student performance, as well as the parties' relationship.
13. Non-Pearson Computer Technology. In the event that the School elects to procure its Computer Technology for Students from a source other than Pearson, School shall provide written assurances to Pearson that the School will assume all liability related to any failure by the School to provide such services.
14. Other Services. To the extent there are products and services not included in the Education Program and the School elects to contract with a third party other than Pearson for such products or services, it shall be the School's sole responsibility to ensure that such products or services are provided consistent with the Budget and in accordance with any requirements of Charter School Law or other applicable law and any requirements in the Charter.
15. Charter Agreement: The terms of the Charter Agreement effective as of _____ by and between the School and the Authorizer ("Charter Agreement") is a critical document, the terms of which were and remain fundamental to Pearson's decision to enter into and remain a party to this Agreement. School hereby provides written assurances that it will not enter into any amendment to the Charter Agreement without advising Pearson. Failure to advise Pearson prior to execution of any such amendment shall be considered a material breach of this Agreement. Any amendment that materially changes Pearson's ability to perform its obligations set forth in this Agreement or materially increases the cost to do so shall be grounds for termination.

Schedule 10

Collection of Funds, Pricing and Payment Terms

1. Pricing and Payment Terms:

a. Payments. Pearson shall receive funds in accordance with the annual schedule of fees for services (the “Fee Schedule”), attached and incorporated hereto, which fees shall be subject to a two percent (2%) annual increase unless otherwise agreed to in writing by the parties.

b. Invoicing.

i. Pearson shall invoice School monthly, unless the Parties agree in writing otherwise. School shall remit payment to Pearson for these invoices within thirty (30) days of being presented for Governing Board approval. The Parties may establish alternate payment arrangements by mutual agreement. In no event shall failure by Pearson to invoice School, in part or in full, constitute an abrogation of School’s obligation to make payment to Pearson as provided for in this Schedule.

ii. Pearson may charge interest at the rate of one-half percent (0.5%) per month for any invoices paid more than sixty (60) days after the date of invoice, unless such failure to pay is the result of: (i) funds being withheld from Pearson due to a failure by Pearson to perform under the terms of this Agreement and then only to the extent School has timely notified Pearson of such failure; or (ii) delay by the State or any of the School’s students’ resident school districts to disburse funds due to School and School has insufficient funds on hand to timely pay the invoice along with other fixed expenses set forth in the Budget without receipt of such disbursement, in which event School shall timely notify Pearson, and use its best efforts to cause the funds to be disbursed and the shortfall will be paid as soon as reasonably practicable after the funds are received; or (iii) School or Pearson disputes any charges and then only for such disputed charges. School or Pearson, as the case may be, shall notify the other of any dispute and the basis for any dispute within five (5) days of receipt of the invoice and shall work to resolve the dispute within thirty (30) days. All amounts other than any amounts in dispute or amounts shall be paid according to the terms herein.

2. School Funds. The School is responsible for all of the School’s required expenses, such as legal expenses, audit fees and insurance premiums. Further, the School shall exercise its discretion such that at no time shall the School fall into a forecasted, school-year-ending deficit, but rather will at all times reflect a forecasted, school year ending fund balance equal to or greater than the amount required by State law. Any costs required by the Charter Agreement not included in this Agreement shall be paid by the School.

3. Payment Agent. The parties may agree to have Pearson or its designee act as its payment agent for various expenditures, in which case Pearson shall act as payment agent for payment of School Staff compensation during the Term, in accordance with the Budget. Pearson will submit to the School appropriate documentation evidencing payment of such expenditures and upon said submission shall be entitled to a dollar for dollar reimbursement for these expenses. All such payment agent services provided by Pearson or its designee shall be exclusively for expenses accruing in Academic Years covered by the Term. Pearson can, at any time, request the School prepay the amount of the expenditure prior to issuing payment on the School’s

behalf.

4. Funding Collection. School shall work with Pearson to collect all Funding to which the School is entitled to receive. Pearson shall provide to the Governing Board any and all documentation required by State law to demonstrate compliance with respect to the use of the funds it receives for its services under this Agreement.
5. Funds Character. All School funds received by the School, from whatever source, retain their character as charter school funds until such time as they are paid out to a third party, including Pearson, as payment for a service performed (or to be performed) for, or at the direction of, the School or for a product obtained at the direction of the School, at which time such monies paid to such third parties shall lose their charter school fund character.
6. Budgets. The School will adopt an annual Budget for each year of the Term (July 1 – June 30) and the Parties agree that Pearson will present to the Governing Board (or its authorized designees or committees) a draft Budget for each year of the Term. The draft Budget will include assumptions provided by the School and Pearson. The Governing Board shall consider the budget proposed by Pearson and will act to approve a final Budget not later than July 31 of the initial school year. In subsequent years during the Term, Pearson will work with the school to develop a draft for the succeeding year by the end of May. The School will hold the draft budget for 30 days for public inspection to be presented to the Governing Board in June. The Governing Board shall review the draft Budget and act to approve a final Budget not later than June 30 of the applicable year. In the event the School does not approve a final Budget by June 30 of the applicable year, the Parties agree that Pearson will continue to perform all of its responsibilities under this Agreement and will use the then current approved Budget and the corresponding Fee Schedule (amended to reflect the 2% annual increase) as the basis for operations until the Governing Board adopts a new Budget. The Governing Board, in consultation with Pearson, will use the staffing model in existence as of such date to release new positions that need to be filled in order to accommodate the projected growth in enrollment for the following Academic Year, which will allow the School to recruit, hire, and train new staff in time for the start of the following Academic Year.
7. State Audit Adjustments. To the extent that any adjustments as a result of a State audit are the result of Pearson's failure to adequately perform its responsibilities under this Agreement, Pearson will be required to either, at the choice of the Governing Board: (i) return funds to the School in the amount determined as a result of a State audit adjustment; or (ii) to the extent that funds are withheld from future payments to the School, reduce amounts invoiced to the School by the amount funding is withheld.
8. Protection Against Deficits and Service Credit.
 - a. In the event that as of June 30 of each year during the Term, funds received by the School from whatever source in a given Academic Year, whether from state, local, or federal government agencies, including but not limited to Federal Title funds, grants, income, or other funding sources ("Total Revenues") are less than the School's expenditures, including payments to Pearson as well as those incurred and paid by the School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced Budget or were subsequently approved by both Parties in a written Budget amendment, Pearson shall issue a credit or discount to the School to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars (\$10,000)

(or higher if so required by law) as of each June 30 during the Term of this Agreement (“Service Credit”). Any credit or discount offered under this clause will not be recoverable by Pearson in subsequent years.

- b. In order for the School to qualify for such deficit protection, the Governing Board must have formally adopted the School’s annual Budget as contemplated in the foregoing Section 6 of this Schedule 10. To the extent the School engages in spending outside the approved Budget, as may be amended from time to time, the gross sum of such expenditures shall not be eligible for a Service Credit unless and then only to the extent expressly agreed to in writing by Pearson. For example, if at the end of year two (2) of the Term, the School runs a deficit of three hundred thousand dollars (\$300,000) that would otherwise be eligible for a Service Credit and fifty thousand dollars (\$50,000) of such deficit is attributable to expenses incurred on spending not approved in the School’s annual Budget for that year, then only two hundred and fifty thousand dollars (\$250,000) of such deficit is covered by the Service Credit. Further, to the extent the fifty thousand dollars (\$50,000) in spending is carried forward to future Academic Years, such spending shall not be covered by Service Credits in such future years unless and then only to the extent expressly agreed to in writing by Pearson.

9. School Financial Services. Pearson shall:

- a. Provide accounting support services to the School, including providing all necessary supporting reports for all Pearson’s activities under this Agreement.
- b. Assist the School in the development of a Budget for the School’s consideration and approval on an annual basis.
- c. Provide audit & agreed upon financial review support, as well as local, state and federal financial reporting support, and related consultation support to the Governing Board, its finance committee and its audit committee.
- d. Serve as an invoice processor for payments and receipts for the School’s operations. Pearson will act as a pay agent on behalf of the School. All costs associated with the payment processing, however, remain the responsibility of the School and will be reimbursed at cost to Pearson. In the event School requests invoice processing for an invoice Pearson reasonably believes (i) the School lacks sufficient funds to reimburse Pearson within thirty (30) days of presentation or (ii) timely reimbursing Pearson will result in the School not having sufficient funds to timely pay Pearson for services rendered pursuant to the terms of this Agreement or (iii), payment of such invoice is for services that supports the School for an Academic Year during which Pearson is not going to be providing services under this Agreement or a renewal of this Agreement, Pearson may refuse to process such invoice or require prepayment of the reimbursement as a condition of processing the invoice. Pearson will also act as a district billing processor on behalf of the School. Pearson will liaise with the School’s Office Manager to provide enrollment & support data, invoicing and cash receipts application.

Schedule 10 - Exhibit A

Fee Schedule

Schedule of fees for the Educational Program under the terms of the Agreement:

Fee Type	Rate	Basis
Upfront Fee- Curriculum and Instructional Support Services (K-5)	\$425	Charged per each student enrolled anytime during the Academic Year.
Upfront Fee - Curriculum and Instructional Support Services (6-12)	\$650	Charged per each student enrolled anytime during the Academic Year.
Upfront Fee - Enrollment/Placement/Student Support Services	\$525	Charged per each student enrolled anytime during the Academic Year.
Upfront Fee - Student Technology Assistance Services	\$605	Charged per each student enrolled anytime during the Academic Year.
Monthly Fee - Curriculum and Instructional Support Services (K-5)	\$130	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Monthly Fee - Curriculum and Instructional Support Services (6-12)	\$250	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)

Monthly Fee— Student Connexus License	\$70	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Curriculum Customization and Enhancements	\$15	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Monthly Fee - Enrollment/Placement/Student Support Services	\$30	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Monthly - School Operations Services	\$65	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
School Business Support Services	\$16	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Monthly - School Staff Support Services	\$600	Charged per each staff member employed at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Special Education Services	\$375	Charged per each IEP student at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Facility Support Services	\$25,000	Charged annually per Location
Percent of Compensation (Benefits Fee)	24%	Per actual gross wages and bonus accrual for all eligible School Staff. (Not subject to 2% annual increase, but subject to periodic increase, not to exceed the actual fee charged to

		each other U.S. located partner school supported by Pearson.)
Optional Services		
Direct Course Instruction	\$2.75	Charged per student day; based on enrollment at a point in time each month in a Pearson Online Academy supported course (not subject to 2% annual increase)
Substitute Teaching Services	\$300	Charged per day if service is provided by a teacher employed by Pearson Online Academy (not subject to 2% annual increase)

Pearson will be reimbursed at cost (no mark-up and not included in table above) for all School Staff compensation expense as it is incurred. School Staff compensation expense includes base salary, bonus and payroll taxes

Except where noted, fees are subject to an annual 2% increase except where parties expressly agree otherwise in writing.

Schedule 11

Notice Information

Notices. All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to Pearson:	Pearson Virtual Schools USA 509 S. Exeter St, Suite 202 Baltimore, MD 2120 Attn: General Manager
With a copy to:	Pearson Virtual Schools USA 509 S. Exeter St, Suite 202 Baltimore, MD 2120 Attn: Legal E-mail: Legal-PearsonOBL@pearson.com
If to the School:	Pennwood Cyber Charter School Attn: Governing Board Chair
With a copy to:	Nicole Snyder, Esquire McKenna Snyder, LLC 350 Eagleview Boulevard, Suite 100 Exton, PA 19341 E-mail: nsnyder@mckenalawllc.com

Schedule 12

Insurance

1. Pearson Requirements. Pearson will maintain and keep in force insurance policies and limits no less than such amounts as outlined below, to cover insurable risks associated with operations under this Agreement. The below limits of liability may be provided under the primary insurance policies, or in a combination with the limits provided by an Umbrella or Excess policy. If the terms of this Agreement include insurance procurement services on behalf of the School, the School will be included as an additional named insured under the policies as allowed by law, or Pearson shall procure stand-alone policies on behalf of the School with similar coverage and limits, but in no event less than required by the charter, applicable law, or both.

Workers' Compensation insurance, including Employer's Liability coverage with limits of at least \$1,000,000 for each coverage provided thereunder.

Commercial General Liability insurance with limits of at least \$10,000,000 per occurrence and in the annual aggregate.

Sexual Abuse and Molestation coverage with limits of at least \$5,000,000 per each abusive conduct limit and in the aggregate.

Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount no less than \$1,000,000 each accident.

Building Legal Liability insurance in the amount of \$1,000,000.

Educator's Legal Liability insurance in an amount no less than \$5,000,000 each claim and in the annual aggregate.

Crime Insurance in the amount of no less than \$500,000 each claim and in the annual aggregate. Each claim limit applies separately to Crime coverages: Employee Theft, Forgery or Alteration, Computer and Funds Transfer Fraud, Money Orders & Counterfeit Currency, and Money & Securities inside and outside the premises.

Pearson will assist the School with procuring Directors and Officer's Insurance in the amount required by the Authorizer and/or State law, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.

2. School Requirements. Except for that insurance identified above, obtain and maintain the insurance as may be required and/or permitted by applicable law and as appropriate in connection with School's responsibilities under this Agreement. Additionally, for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the School.

Schedule 13

Legal Terms – Charter School

1. Term. The Term of this Agreement shall be as described on the cover page of this Agreement, Section 2.
2. Termination. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the Parties or provided for herein. Notices of termination must be made in writing and delivered to the addresses set forth herein no later than November 15 of the current Academic Year, unless another date is specifically provided for, and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - a. By both Parties if they agree in writing to the termination.
 - b. By either Party, immediately, if one (1) party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach from the other Party. In the event objectively ascertainable reasonable efforts have been made to effect the cure and the breach at issue does not objectively lend itself to cure within that thirty (30) day period, then such additional time as necessary to complete the cure, but in no event longer than sixty (60) days following written notification of the breach;
 - c. By Pearson, if the payments to which Pearson is entitled in Schedule 10 of this Agreement are materially reduced as a result of a change in funding provided to the School or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Pearson is unwilling or unable to make the required changes. Pearson shall notify the School of its intent to terminate under this provision and provide the School thirty (30) days' notice so that the Parties may work together to find alternative funding or other means to offset the change in funding or otherwise address the materially different requirements imposed by a change in applicable law or regulation. If the Parties are unable to resolve the foregoing issues in the thirty (30) day time-frame, Pearson may terminate this Agreement and such termination under this provision may only take effect at the end of the then current Academic Year;
 - d. By School, in the event that there is a material reduction in funding provided to the School below the amount for the prior Academic Year. The School shall notify Pearson of its intent to terminate under this provision and provide Pearson thirty (30) days' notice so that the Parties may work together to find alternative funding or other means to offset the reduction in revenue. If the Parties are unable to find additional revenue or other means in the thirty (30) day time-frame, the School may terminate this Agreement and such termination shall be effective at the end of the Academic Year upon written notice to Pearson if notice or publication of such reduction is given during the Academic Year to which such reduction is applicable.
 - e. By either Party, if there are unresolvable differences between the Parties relating to what the terminating Party, in its reasonable discretion, considers to be conduct that reflects materially and unfavorably upon the terminating Party's reputation with respect to the manner in which the non-terminating Party carries out its responsibilities under the terms of this Agreement and the terminating Party provides the non-terminating Party with thirty (30) days written notice of its intent to terminate during which such time the Parties shall

work in good faith to alleviate to the terminating Party's satisfaction the circumstances giving rise to the unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;

- f. By School, if School determines, in its sole discretion, that the Education Program set forth in this Agreement does not meet the requirements for a publicly funded cyber charter school, as defined by applicable laws and regulations, but only if Pearson is unable to cure the identified deficiency within 60 days after being given reasonable notice of the deficiency and the requirements to cure the deficiency, and, in the event School determines Pearson's cure efforts do not cure the deficiency, Pearson is provided reasonable time, which shall be no less than 30 days, to address the areas of deficiency identified by School. Any deficiency determination that arises out of or relates to a change in regulatory requirements that goes into effect after the Effective Date shall not be considered grounds for early termination under this provision until Pearson has been given adequate time (which shall be within a timeframe mandated by such regulatory change) to bring the Education Program into compliance with such change;
 - g. By School, if School determines, in its sole and absolute discretion, after a Performance Review conducted in the manner and time prescribed in the Index of Defined Terms, that this Agreement should be terminated for failure to perform, but only if Pearson is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance. The determination as to whether Pearson has cured the deficiency shall be made in the sole and absolute discretion of the School; provided, however, that such determination shall be made by School no later than March 15 and shall not take effect until the close of the Academic Year in which said notice is given unless the Parties agree otherwise in writing. Any deficiency determination that arises out of or relates to a change in regulatory requirements that goes into effect after the Effective Date shall not be considered grounds for early termination under this provision until Pearson has been given adequate time (which shall within a timeframe mandated by such regulatory change, to bring the Education Program into compliance with such change);
 - h. By either Party, immediately, following the nonrenewal or revocation of the Charter, following the exhaustion of all rights of appeal.
3. Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:
- a. Pearson shall provide reasonable assistance to School in the transition of the responsibilities from Pearson to the School or third-party service provider identified by School to minimize the disruption to the Students; provided, however, that this provision shall not apply if the Agreement was terminated due to School's material breach thereof.
 - b. Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, including but not limited to Student Records not already in the School's possession or able to be obtained from Pearson through School's access rights, which School Records shall be the property of the School, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;
 - c. All access to the EMS and other educational products and services contracted for herein shall be discontinued upon the effective date of any such termination;

The School shall pay Pearson all undisputed amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

School acknowledges and agrees this shall include fees associated with any services provided by Pearson for the Academic Year following a termination of the Agreement by its terms or under Paragraph 2 of this Schedule 13, including but not limited to, PIC, enrollment and School specified curriculum modification requests, which began during the Academic Year preceding the termination.

- d. School's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The School agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy" or "Pearson", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

4. Grant of Rights and Access.

- a. License. Pearson hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use the EMS and the Content and Instructional Materials and other Intellectual Property contained in the EMS (collectively the "Licensed Collateral"). The School's right to access and use the Licensed Collateral is solely for the intended purpose for which the access is granted and is subject to Pearson's Intellectual Property provisions of this Agreement set forth below. Pearson may update the features and functions of the EMS from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is enrolled or that an Authorized User is otherwise authorized to access.
- b. Permitted and Prohibited Uses. All rights not expressly granted to the School and Authorized Users pursuant to the Agreement are reserved to Pearson, and any uses of the Licensed Collateral by the School and Authorized Users not expressly permitted in the Agreement are strictly prohibited.
- c. Unless otherwise authorized by Pearson in furtherance of the delivery of Education Program related services, School will not, and will not permit Authorized Users, School's employees or agents or any third party to: (i) access the Content and Instructional Materials or the EMS, except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials or of the EMS; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of the EMS; (vi) take any actions that may circumvent, disable, damage or impair the control or security systems of the EMS or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages the EMS, Content, Instructional Materials, Pearson or its content providers, or in any manner that Pearson may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information or permit access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information.

- d. Usage Guidelines and Rules of Conduct. The School (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The School will comply and assure compliance by its employees, agents and the Authorized Users with Terms of Use of the EMS, Privacy Policy, and other applicable Pearson policies, as may be updated from time to time by Pearson in its sole discretion. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the EMS login page. The School acknowledges that Pearson may also institute basic rules for academic and personal conduct for Authorized Users' use of the Licensed Collateral, and that Pearson will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct are prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through the EMS, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to the EMS. The School shall immediately provide Pearson with written notice of any unauthorized use or distribution of the Content, Instructional Materials, or Education Program of which the School becomes aware and shall take all necessary steps to ensure that such unauthorized use or distribution is terminated.
- e. Security and Use of Passwords. Each Authorized User will have a username and password for the purpose of accessing the EMS and the Content and Instructional Materials (the "Log-In Information"). The School and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. The School and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the EMS and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.
- f. Availability and Support. Pearson strives to provide access to the EMS twenty-four (24) hours per day, seven (7) days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions and that those interruptions may be for an extended period of time during times of social disruption; a cyber-security incident, or catastrophic system failure. Any system access failures resulting from degradation or loss of internet access is outside the control of Pearson and cannot be attributed to Pearson.
- g. School Name. During the Term, Pearson grants a limited, royalty free, nontransferable license for the duration of the Term, unless terminated earlier as described herein, to use the Star person design mark in proximity to its School name, Pennwood Cyber Charter School, the School being operated under the terms of this Agreement. Any aesthetic changes, such as font and color scheme, to the Star person design mark or other design mark that Pearson adopts to be used in proximity to the School name, School agrees to adopt as requested by Pearson. The School agrees that Pearson is permitted to place in proximity to the School's name an endorsement, including but not limited to "by Pearson."

h. Social Media. As part of its public relations and marketing service offering to School, Pearson has agreed to develop, manage and maintain a website and other social media presence, which currently consists of a Facebook and Instagram page, but may expand to other social media platforms such as TikTok and X (formerly known as Twitter) (collectively “Social Media Channels”), exclusively for the use of the School. The design, branding/name, URL, content (including quoted material from School teachers and families obtained by Pearson) are for use on the website and Social Media Channels, and are developed and maintained by Pearson. School is hereby granted a beneficial license to the website and Social Media Page Channels during the term of this Agreement, and any extension thereto. School shall provide Pearson with prior written notice before creating branded Social Media Channels, however shall not incorporate any Pearson Licensed Marks (as defined below) in such branded Social Media Channels without the express written consent of Pearson, which consent can be freely withheld.. Upon expiration of the Term (or such earlier time as may be agreed to between the Parties) and to the extent technically feasible, ownership and administration of Social Media Channels will be transferred from Pearson to the School.. Except for graduation support, no School specific public relations services will be provided by Pearson after April 30 of the last year of the Term. All search history, metadata, and similar attributes of use of the website inure to the exclusive benefit of Pearson and all search history, metadata, and similar attributes of use of the Social Media Channels inure to the exclusive benefit of the Party that owns and administers such Social Media Channels.

5. Trademarks.

- a. Pearson and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Pearson trademarks can be found at: <https://www.connectionsacademy.com/Portals/75/documents/trademarks/common-law-trademarks.pdf> (collectively, the “Licensed Marks”). Pearson grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Pearson. The School agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Pearson, the most up-to-date version of which can be found at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. Pearson retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Pearson.
- b. Upon termination of this Agreement, the School’s license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement or by applicable law. The School agrees that within thirty (30) calendar days from the date of termination, all references to “Connections Academy”, and any other Licensed Marks shall be removed from the School’s signage, stationary, website, marketing materials and any other material or location it appears.

6. Intellectual Property.

- a. Limitations on Use. The Licensed Collateral, including but not limited to, the EMS and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Pearson trademarks and copyrighted works are the

Intellectual Property of Pearson. The School's right to use and benefit from said Intellectual

Property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination of expiration of this Agreement.

- b. No Sale. Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Pearson to the School, School Staff, Students, Caretakers, or Learning Coaches.
- c. No Use of School Funds to Develop or Procure. No School funds shall be used by Pearson to develop or procure Courses or Content or Instructional Materials or improvements to the EMS, provided, however, any School funds paid to Pearson for provision of the Education Program hereunder, once paid, shall not be deemed to be School funds.

7. Confidentiality.

- a. Confidential Information. The receiving Party shall use the Confidential Information of the disclosing Party only in connection with the furtherance of the business relationship between the Parties, and the receiving Party shall make no further use, in whole or in part, of any such Confidential Information. The receiving Party agrees not to disclose, deliver or provide access to all or any portion of the disclosing Party's Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same. The receiving Party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of the Agreement and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving Party will treat the Confidential Information with the same degree of care and confidentiality that the receiving Party provides for similar information belonging to the receiving Party that the receiving Party does not wish disclosed to the public, but not less than holding it in strict confidence.
- b. Student Records. Pearson and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The Parties acknowledge that the School at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Pearson and the School each designate the CEO, School Staff, School, third party service providers (including Pearson and volunteers who are providing educational and/or administrative services to the Students as agents of the School) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Pearson and the School shall also maintain Student Records in accordance with all other applicable laws and regulations
- c. Exceptions. The foregoing shall not prevent the receiving Party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving Party shall promptly notify the disclosing Party of any such request for disclosure in order to allow the disclosing Party full opportunity to seek the appropriate protective orders, and (ii) the receiving Party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this is not intended to permit the disclosure of education records referenced in the sub-section above, unless permitted by Applicable Law.

- d. Directory Information. To the extent permitted by law, Pearson is authorized by School without submitting a formal public records request, to request Directory Information from School for purposes of supporting Pearson’s advocacy efforts on School’s behalf and for communicating with families about other educational opportunities available through Pearson or its affiliated businesses.
 - e. Return of Confidential Information. The receiving Party agrees that it will, within ten (10) days after written request by the disclosing Party, return to the disclosing Party, or at the option of the disclosing Party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing Party, including copies, reproductions, electronic files or any other materials containing Confidential Information.
 - f. Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
8. Indemnification.
- a. Indemnification Obligations. Each party shall defend, indemnify, save and hold harmless the other Party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together “Indemnified Party”) against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney's fees) made, brought, incurred, or alleged by any third party (“Claim”) to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement.
 - b. Indemnification Procedure. The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the Indemnifying Party to control the defense, including selection and appointment of legal counsel, and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party does not promptly assume the Indemnified Party’s defense against any third-party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party’s expense.
9. Power and Authority; Authorization. Each Party has the power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. The School has provided and will provide Pearson with the authority and power necessary and proper to undertake its obligations and responsibilities pursuant to this Agreement.
10. Sales Tax, Gross Receipts Tax or Other Business Tax (collectively “Business Tax”). The School shall provide Pearson with support that it is tax exempt. The School shall be responsible for all state or local Business Tax assessed, if any, based on the Education Program provided by Pearson hereunder, regardless of whether such law assigns responsibility for payment of the tax to Pearson.

11. Limitation of Liabilities. In no event will either Party, or such Party's Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other Party or such Party's Affiliates, directors, officers, employees, or agents.
12. Governing Law. This Agreement shall be governed and controlled by the laws of the State of Pennsylvania. Any legal actions prosecuted or instituted by any party under this Agreement shall be brought in a court of competent jurisdiction located in that state, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose, provided, however, that nothing herein shall be deemed to be a waiver of its right to remove an action to federal court when such court's subject matter and/or personal jurisdiction exists.
13. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section, including disputes related to whether a Party has breached this Agreement, unresolvable difference between the Parties, or School's payment of sums owed to Pearson under this Agreement.
 - a. Negotiation. The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the SVP, Business Development and School Success for Pearson and the Governing Board President for School or his/her designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Pearson and the School as either Party may so assign.
 - b. Mediation. In the event the Parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to a third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated. In the event the dispute arises out of an early termination provision allowing for a cure period, mediation must occur within the cure time frame permitted under such provision.
 - c. Confidentiality. The Parties agree to treat all discussions and sharing of documents related to this Section 11 as confidential and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other Party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.
14. Attendance at Meetings. The Parties agree that during the Term, Pearson is hereby invited (through a Pearson-designated individual or individuals) to attend all Governing Board closed session meetings except to the extent such attendance: (i) is prohibited by applicable law; (ii) will result in a waiver of the attorney/client privilege; (iii) will result in Pearson being present during discussions concerning negotiations regarding the renewal or termination of this Agreement, or (iv) will result in Pearson being present during discussions regarding such other matter with respect to which Pearson has a conflict of interest as determined in the Governing Board's sole and absolute discretion without required disclosure of the specific conflict to Pearson.

15. Non-Discrimination. Neither Pearson nor the School will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or State law.
16. Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect; provided, however, that if such nullification, in Pearson's sole discretion, materially affects Pearson's ability to provide the Education Program, Pearson may terminate this Agreement.
17. Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Pearson or its managing member or an assignment from or to a wholly owned subsidiary of Pearson, notice of which shall be provided by Pearson to School, shall not be deemed a violation of this Agreement if such assignment is made without prior written permission.
18. Complete Agreement; Modification and Waiver. This Agreement, including all schedules attached thereto, constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties, provided, however, the Parties may execute written amended (including restated) schedules without amending the entirety of the Agreement. Unless any amendment results in a modification of fee for services or other remuneration to either party, the SVP, Business Development and School Success is authorized by Pearson to execute schedule amendments. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
19. Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
20. No Third-Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.
21. Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
22. 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance of a determination from the IRS that the School is a tax exempt organization under Internal Revenue Code Section 501(c)(3) (only applicable where a school has applied for 501(c)(3) designation).

23. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.
24. Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations including all the specific requirements of the Charter, applicable local ordinances and the School's policies whether or not specifically listed in this Agreement.
25. Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.
26. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
27. Authority to Enter into Agreement. Each Party represents and warrants that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms. Each Party further warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.
28. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. This Agreement may also be signed in counterparts, which shall together constitute the signed original Agreement. Each Party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
29. Survival. The rights and responsibilities the Parties with respect to Fees and State Audit Adjustments; Trademarks; Derivative Works; Confidentiality; Obligations on Termination; Indemnification; Limitation of Liabilities; Notice; Governing Law; Resolution of Disputes; No Third-Party Rights; Professional Fees and Expenses; Compliance with Laws, Policies, Procedures and Rules; Interpretation of Agreement; and Status and Relationship of Parties, shall survive the termination of this Agreement.
30. Status and Relationship of the Parties. Pearson is a limited liability company organized under the laws of the State of Delaware and is not a division or a part of the School. The School is

the governing board of a Statewide public cyber charter school authorized by State law and is not a division or part of Pearson. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. No agent or employee of Pearson shall be deemed to be an agent or employee of the School. Pearson shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Pearson and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Pearson and the School. The Parties acknowledge that Pearson has the right to provide the Education Program to others within and outside of the State.

Schedule 14

Index of Defined Terms – Pennwood Cyber Charter School

“Academic Year” shall mean the school year as defined by the School Calendar under which the School operates.

“Administrative Staff” means any and all individuals employed by or otherwise providing administrative services for or on behalf of the Education Program operated by the School, including but not limited to the CEO, Special Education Director, and other administrative staff and personnel whose primary job responsibilities involve day to day operation of the School, including oversight of Teaching Staff.

“Affiliates” means any entity controlling, controlled by or under common control with another entity. With respect to Pearson, Affiliate shall also include Pearson plc and its Affiliates. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

“Applicable Law” is defined herein as the Constitution of the United States, Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to cyber public charter schools in the State.

“Authorizer” shall mean the Pennsylvania Department of Education.

“Authorized Users” shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and School authorized Governing Board members to access the EMS, the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker.

“Charter” shall mean the authorization to operate a cyber charter school granted by the Authorizer.

“Charter School Law” shall mean the applicable laws and regulations governing charter schools as codified in statutes and code of regulations of the State of Pennsylvania.

“Community Coordinators” shall mean individuals who volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience

of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School.

“Computer Technology” shall mean (a) computer hardware, software, or both, that shall meet or exceed any specifications required by law, for each eligible student in which one (1) or more Students reside, and (b) any computer hardware, software, or both, required by Administrative Staff or Teachers.

“Confidential Information” shall mean proprietary business, technical and financial information of each of the Parties, including for example and without limitation, each party’s respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and School and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement; (h) login and password information for the EMS; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the EMS; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing Party at all times, and the Parties hereby acknowledge and agree that all such Confidential Information of a Party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving Party, by license or otherwise.

“Content” means the components of a Course and/or Service Delivery Resource (as each is defined herein) licensed, designed, developed, owned or provided by Pearson and its third party content partners and delivered in an online format through the EMS (as defined herein) or in an offline format (textbooks and other materials) to teach students in various subjects in grades K–12 and/or to deliver resources in connection with the Services (defined herein). Content may include the courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. Pearson reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the School will receive reasonable notification concerning any substitution or withdrawal that is substantial.

“Course(s)” shall be comprised of a set of lessons and assessments, including Instructional Materials, that shall meet the educational content or other standards established by the State of

Pennsylvania in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

“Curriculum” means a program of instruction provided by Pearson, which includes Content and Instructional Materials accessed primarily through the EMS, that, together with Teacher provider additions and/or modifications, shall meet the educational content or other standards established by the State of Pennsylvania in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

“School Staff” means all staff providing administrative and teaching services to the School, including CEO, Director of Special Education, Teachers and Special Education Teachers, as well as School Counselors and any Administrative Support Staff employed by School.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content or Instructional Materials or other Licensed Collateral may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

“Destroyed” means at minimum removing personally identifiable information from the Student Record stored on Pearson’s production systems.

“Education Program” has that meaning ascribed to it in Section 1.

“EMS” means the website or Education Management System (also sometimes referred to as Learning Management System, EMS or LMS) with the URL <http://www.Connexus.com>, or such other URL as Pearson or its Affiliates may designate from time to time, through which Authorized Users access Pearson Content via a secure, password protected website. The features and functions of the EMS may be modified and/or updated from time to time by Pearson. Access to the EMS is governed by the Terms of Use located at <https://www.Connexus.com/public/termsOfUse.html> and defined herein.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time and its implementing regulations (34 C.F.R. Part 99) and Title 22 of the Pennsylvania Code §§12.31-12.33.

“Governing Board” shall mean the governing board of the School.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include Enrollment Leads, data and materials and other related collateral developed by Pearson, regardless of whether such data, materials and collateral are developed specifically for the School.

“CEO” shall mean the school leader and lead school administrator.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook. Learning Coaches are not employees or contractors of either the School or Pearson; shall not receive any compensation for their services from either Pearson or the School; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of “Instructional Aides”.

“Licensed Collateral” shall mean the EMS and all technology, programs, services, and materials hosted thereon to which School is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works and other Intellectual Property to which School is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), and all Pearson trademarks and design marks.

“Enrollment Leads” shall mean the Caretaker names, contact information, demographic and other information developed and collected through Pearson marketing efforts (including but not limited to Public Information Campaigns defined herein) at any time before, during or after the initial or any renewal term of this Agreement, including leads, developed and collected through radio, online and television advertisements, online and in person information sessions, the School website, surveys and petition gathering efforts, and other marketing activities performed on behalf of Pearson and/or the School. Enrollment Leads at the time of conversion to an enrolled Student are no longer considered Enrollment Leads.

“Marketplace” shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

“Performance Review” shall mean a review of Pearson’s performance under this Agreement, conducted by the School but in any event, no earlier than at the conclusion of year three (3) of the initial Term; the design, performance criteria and the methodology which shall be developed by the School in consultation with Pearson.

“Public Information Campaigns” or “PIC” shall mean such activities as marketing and outreach efforts by offline media advertising, online advertising, direct mail, telephone calls, traditional public relations, and other advertising efforts, as well as online and in person information sessions, managing social media messaging, etc.

“Privacy Policy” means that certain statement of Pearson’s practices for handling personally identifiable and non-personally identifiable information gathered by Pearson through the EMS or any web site maintained by Pearson from time to time.

“Related Services” shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, social skill development, psych-educational evaluations,

closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, adapted physical education, assistive technology, and other services of a similar nature.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Pearson will provide Educational Products and Services on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under State law. The School Calendar for each Academic Year is subject to the prior approval of the School, taking into account all reasonable comments and suggestion by Pearson, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“School Staff” shall refer collectively to Administrative Staff and Teachers.

“School Handbook” shall mean the set of policies, rules, and guidelines that are to be followed by Administrative Staff, Teachers, Students and their Caretakers.

“SDR” means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through the EMS or otherwise.

“Services” means any service provided by Pearson to Students, including therapeutic or educational services, under the terms of the Agreement between the School and Pearson.

“Special Education Protocols” shall mean the policies, procedures and protocols that govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

“Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

“Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEA”) or Section 504 of the Federal Rehabilitation Act of 1973.

“Student” means any person actively enrolled in the School.

“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined herein), which the School or Pearson is required to retain in accordance with state law.

“Teacher” means any and all educators (including Pearson Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement and the Charter.

“Terms of Use” means certain rules governing how Authorized Users may and may not use EMS and any Content and Instructional Materials accessible through the EMS. The most current version is located at <https://www.Connexus.com/public/termsofuse.html>

“Website” means the Pearson website with the URL <http://www.connectionsacademy.com/home.aspx> and any subpages connected thereto.

APPENDIX O

BOARD LETTER REGARDING PROVIDER SELECTION

This appendix includes the following:

- Board Letter Regarding Provider Selection

Marc LeBlond, Board President
Pennwood Cyber Charter School
[REDACTED]
Cogan Station, PA 17728
Telephone [REDACTED]
E-mail march.leblond@trincoll.edu

September 1, 2023

Dr. Khalid N. Mumin
Pennsylvania Department of Education
333 Market Street, 10th Floor
Harrisburg, PA 17126-0333

Re: Selection of Pearson Virtual Schools as Management Organization and Curriculum Provider for Pennwood Cyber Charter School

Dear Secretary Mumin:

I am the President of the Board of Pennwood Cyber Charter School. Our Board decided that we would like to bring a K-12 statewide cyber charter school with a focus on flexible pacing, college preparatory programming, and practical career skill development to Pennsylvania. The school will meet the educational needs of students who, for a variety reasons, are not being served by the education program currently available through their traditional brick-and-mortar school.

As a new cyber charter school, it is imperative we partner with a highly respected cyber education provider given their extensive technical expertise and resources, to assist us in establishing and operating a K-12 cyber school. Thus, our Board determined that it is in the best interest of Pennwood students and families to contract with Pearson Virtual School ("Pearson"), a proven cyber education provider in Pennsylvania and nationally.

In order to meet the educational needs of our students, the Board determined that we required a quality curriculum that was designed to meet best practices in cyber education, that offered accredited courses, and whose courses were approved by the National Collegiate Athletic Association (NCAA) for our high school offering. To support that educational program, the curriculum provider also needs to be able to provide training for our teachers in not only teaching in the cyber environment, but also supporting and retaining high-quality teaching staff.

As the Board of Pennwood, we have investigated our options for the provision of services, including administrative support, educational services, equipment, and educational products and platforms that will allow Pennwood to operate. Pennwood intends to operate as a K-12 statewide cyber charter school with the capacity to serve up to approximately 8,200 students annually by Year 5 of the first term of its charter.

As part of its investigation, the Board focused on contracting with providers of an accredited cyber education program that have (i) the capability to deliver a cyber education program easily utilized by teachers, parents, and students alike; (ii) a reliable and secure technology platform and infrastructure, (iii) the ability to provide assistance to the Board in staffing the education program with highly qualified teachers, administrative staff, and support staff; (iv) the capacity to provide the school with sufficient resources to support the effective delivery of the education program, and (v) a demonstrated success academically with both high-performing learners as well as struggling students.

The Board desires to contract with a cyber education provider with the reputation, experience, and capacity to resource, staff, and support a fully functioning K-12 statewide cyber school. The Board would like a provider that has demonstrated the ability to achieve Pennwood’s mission “to empower students to meet their unique educational and life goals through flexible pacing, college preparatory programming and practical career skill development.”

Operationally, we required that the provider offer services for enrollment, placement of students in a cyber environment (given the statewide nature of our model), as well as student data and reporting functions. The provider had to possess a robust technology infrastructure and the ability to support disadvantaged families. The Board also wants a provider capable of distributing computers and equipment.

After spending considerable time reviewing the national experience of Pearson, its curriculum, and infrastructure, the Board concluded that Pearson is best able to provide the quality cyber education experience that Pennwood wishes to provide students. Pearson is the best option for our Board and school as it is a national leader in the development and delivery of K-12 cyber education programming. Pearson can deliver the quality education experience that the Board set out to achieve when applying for the ability to operate a statewide K-12 cyber charter school.

Pearson’s curriculum, coupled with its education management system, will help teachers, students, and caretakers thrive in the cyber classroom. Pearson’s core model is accredited by Cognia (formerly AdvancED). Cognia is a global nonprofit that serves 36,000 institutions, nearly 25 million students, and 5 million educators every day. Many of the Pearson-supported schools are also accredited by one or more of six regional accrediting organizations for higher-education institutions, recognized by the Council for Higher Education Accreditation and the United States Department of Education.

Pearson will provide Pennwood’s students with a wide catalog of courses that meet Pennsylvania Academic Standards, as well as National Collegiate Athletics Association (NCAA) Eligibility Center initial eligibility requirements. Our Board believes Pearson’s involvement in the day-to-day operation of the school is critical to Pennwood being able to deliver the high-quality education program expected.

It is the Board’s belief that teaching in a cyber environment requires a different skill set than teaching in a brick-and-mortar environment. Pearson has 20+ years of experience in working with cyber boards to hire and evaluate teachers and staff cyber schools. In the 2021-22 school year, Pearson supported 46 statewide cyber public schools in 31 states and served more than 110,000 students, including students in Pennsylvania. The Pennwood board will oversee the governance of the school and employ all staff, but we take comfort in working closely with Pearson to ensure our teaching and administrative staff are fully prepared to be successful in a cyber environment.

For these reasons, the proposed Statement of Agreement requires Pearson to assist us in the recruitment of staff and conduct/provide all necessary and recommended staff training. The dollar

value of the contract will vary, depending on the number of students enrolled in a given academic year. In addition, the Board has requested that Pearson provide ancillary services critical to a high-quality education program, including technical support services for students and staff, an online repository for school records, and public information campaigns to inform potential students and their caretakers.

Everything described herein is critical to the success of a cyber charter school. Contracting with a source other than Pearson would not be feasible or cost-effective. While the Board maintains ultimate authority over our school and understands the need to perform our duties as public school Board trustees, the Board would like to implement these integrated services and the overall Pearson education program.

For these reasons, the Board believes contracting with Pearson is the best option in order to achieve its mission.

The contract that the Board has negotiated with Pearson provides for the delivery of an education program unique in nature such that its sole availability is through Pearson. We believe strongly that Pearson is the only contractor that provides the goods and services the Board desires to procure.

Very Truly Yours,

A handwritten signature in cursive script that reads "Marc LeBlond".

Marc LeBlond,
Board President

Pennwood Cyber Charter School Board

APPENDIX P

PRELIMINARY STARTUP AND OPERATING BUDGET

- Budget Narrative
- Budget Forms
- Pearson Fee Schedule
- GASB 54 Fund Balance Policy
- Pearson Start-up Grant

BUDGET NARRATIVE

The preliminary startup and operating budget is carefully aligned to the mission of Pennwood Cyber Charter School (“Pennwood” or “the School”) and demonstrates a school with sound financial planning where resources are invested in activities that support student learning and families and provide resources to educators. All projected revenue and expenses for the five-year budget demonstrate a focus on students, a conservative approach, and a financially viable school. The budget demonstrates the current vision of school leadership and the Board for the future of the students. However, it also allows flexibility for the Board to react to future needs.

This flexibility is enhanced by the School’s agreement with Pearson Virtual Schools, which further protects the School’s cash flow. The services provided by Pearson, including back office pay agent support, allow the School to focus their resources on serving students. Payments and reimbursements to Pearson occur once they are Board approved and cash is available.

This budget has been prepared in accordance with Statute 1949, Act 14, Section 688. While the School understands cyber charters are not subject to this statute, the fund balance has been aligned to this guidance as a best practice. The Pennwood School Board intends to govern the fund balance to the statute and as defined in the Board-adopted GASB 54 Fund Balance policy, investing further in student supports and enrichments when prudent.

It is important to note that this budget and associated assumptions will be revised and adjusted based upon actual needs of students and staff, school enrollment fluctuations, funding rates, school priorities, and Governing Board revisions. This budget is provided to document the financial viability of the School under reasonably conservative assumptions with a focus on student services. The Board will prepare and approve an annual budget prior to the start of each school year.

The year-by-year enrollment estimates assume a net annual increase similar to that of other Pennsylvania cyber charter schools during their first five years. This estimate does account for students leaving the School such as relocation, family life changes, and other changes.

REVENUES

Local Funding

Local revenues were calculated using the 2021-2022 statewide average rates, as published on the PDE’s website, which are the latest available at this time. (Presently there are still 100+ districts who have not finalized their 2022-2023 PDE 363 rates.) As Pennwood is charged with demonstrating “the capability...to provide comprehensive learning experiences...”, there is a five percent (5%) reduction from 2021-2022 levels in the budget intended to insulate the School from any number of scenarios including, but not limited to, a statewide reduction in education funding generally, a statewide reduction in charter school funding or a statewide reduction in cyber charter school funding specifically. The rates used in the Budget are lower than the 2021-2022 rates weighted by district enrollment, per the PDE’s published data. If this funding reduction does not materialize, the Board will amend its budget and likely increase instruction-related expenditures and its financial reserve. Future years of operation are conservatively budgeted assuming a quarter of a percent (0.25%) compounded per pupil rate increase.

As an additional financial precaution, Pennwood built its budget based on the conservative assumption that two percent (2%) of its district billing would go uncollected. In order to duplicate the calculation of the base funding (also known as Nonspecial Education Funding per ADM), as well as the Special

Education funding per ADM, billable student numbers were adjusted to 98% of ADM. The two percent (2%) allowance accounts for any settlements with districts below the amount billed by the School based on alleged issues such as residency and special education status. In the Table below, Funded Enrollment (FE) represents 98% of ADM. This is the assumption missing in the Departments Response labeled Table 1 Projected Per-Pupil Rates.

Here is a detailed example of how base funding is calculated in Year 1:

Nonspecial Education Funding - Year 1	
ADM Enrollment	1800
Conversion	98%
Funded Enrollment	1764
Less: Special Education Population; 16%	(282)
Less: ELL Population; 1%	(18)
Nonspecial Education Funded Enrollment	1,464
21/22 PDE 363 Average Rate	\$ 13,347
5% Reduction	\$ (667)
Year 1 Rate	\$ 12,679
Nonspecial Education Funded Enrollment	1,464
Year 1 Rate	\$ 12,679
Year 1 Nonspecial Education Funding	\$ 18,563,862

The same basis of calculation can be used to support Special Education Funding. In years 2-5, the rates increased by a conservative 0.25% annually.

Federal Funding

While the School intends to apply for and receive federal funding, federal revenues were not included in this budget. As there is no guarantee of receipt of such funding and to use a conservative per pupil rate assumption to demonstrate the ability for the School to sustain operations absent federal support.

By excluding such revenue from its initial budget, Pennwood demonstrates a greater capability to provide a comprehensive learning experience to students as it makes clear the School will be fiscally sound with or without reliance on federal funding sources. However, the Board understands the Department’s desire to see all forms of revenue and understands how the Board intends to spend all funds to benefit Pennwood students.

Pennwood’s federal funding expectations are set forth below:

	Year 1	Year 2	Year 3	Year 4	Year 5
Title I	\$411,982	\$686,637	\$1,029,956	\$1,419,050	\$1,876,808
IDEA		\$201,802	\$321,621	\$469,189	\$655,014

These assumptions are based upon the following criteria:

- Title I funding is budgeted at a rate of \$519 per student who qualifies for free or reduced - price meals, assumed to be 45% of the student population.
- IDEA funding is budgeted at a rate of \$429 per student receiving Special Education services, assumed to be 16% in the initial year with the population growing by 1% each year of the five-year charter term. IDEA funding is based on the prior year population, hence why the School does not expect to receive this funding in Year 1.

- Both rates demonstrated above are consistent with the rates of other Pearson supported schools (Commonwealth Connections Academy and REACH) in the state of Pennsylvania upon their inception.

For any Title I and IDEA funds the School receives, the School intends to use federal revenue to enhance the student program in the following potential areas:

- Title I
 - Additional Parent Engagement Opportunities
 - Summer School
 - Additional Professional Development
 - Additional Counseling Support, as needed
 - Additional Math Support, as needed
 - Family Support for Navigation of Online Offering, as needed
 - Support of Expanded Meal Offering
 - Homeless Set-Aside
- IDEA
 - Support of Expanded Specialized Teacher Positions
 - Other Curriculum and/or Software Enhancements (Teachtown, SmartLearning, etc.) as the School sees fit

Pennwood will also be eligible to receive immaterial funding through Title IIa, Title III and Title IV awards. These funds will be allocated based on demonstrated student need at the direction of the Board and in accordance with federal regulations at the time of award.

Start-Up Funding

The advance payment from Pearson during the start-up year of operations is a start-up grant that does not require repayment. This is an investment in Pennwood and the Pennsylvania students being made by the Education Service Provider. The letter herein and in Appendix Q documents this commitment.

Except for the public information campaign and enrollment services described in the following paragraph, the ESP will not bill Pennwood for services provided prior to the School being open. The School requires funding for several months prior to the start of the school year. To obtain such funding, Pennwood must take a loan or be afforded a grant. The ESP would rather award the School an up-front, non-repayable grant than to see the School repay a loan that would include interest payments. The School is better suited investing in their students than paying back principal and interest on a startup loan. Because the grant does not require repayment, there is no financial dependence on the education services company.

The ESP will provide a public information campaign and enrollment services prior to the School opening, but will not invoice for fees associated with these services until the following school year and in accordance with the Statement of Agreement. For example, the public information campaign and enrollment costs associated with enrollments in the 2025-2026 school year will be incurred during the 2024-2025 school year (February 2025 through August 2025). The School will then be invoiced for fees associated with such services during the period in which revenues are received for these enrollments, and thus will be billed during the 2025-2026 school year.

EXPENDITURES

Expenditures are based upon reasonable estimates of anticipated expenses. A majority of the School's expenses are variable instead of fixed, providing for contingencies should enrollment levels not be achieved, or revenues fall short of projections. Budget lines containing an asterisk signify that the service is provided by Pearson. The Board has budgeted funds annually for supplemental initiatives intended to maximize student results. These initiatives will be evaluated based on the academic needs and objectives of the School. The school will also manage its annual costs to ensure the School's fund balance is secure for long-term financial viability.

Staff costs assume a student-to-teacher ratio that has been demonstrated to be highly effective in providing personalized instruction in other virtual schools supported by Pearson in Pennsylvania and across the country. Pennwood has approved the following ratios by instructional position.

Instructional Staff	Ratios
Elementary Teachers (K-5)	35
Secondary Teachers (6-12)	30
EL Teachers	18
Special Ed Teachers	18
Social Worker	600
Counselor	400
Advisory Teacher	150

The table below provides the base compensation for each position demonstrated over the 5 years. Note: this table does not include fringe or taxes.

Position	Year 1 2023-24	Year 2 2024-25	Year 3 2025-26	Year 4 2026-27	Year 5 2027-28	Year 1 Base Salary	Year 1 Instr Salary	Year 2 Instr Salary	Year 3 Instr Salary	Year 4 Instr Salary	Year 5 Instr Salary
Merit - returning staff only								5%	5%	5%	5%
Elementary (K-5) Teachers	14	23	38	56	78	\$ 64,233	\$ 899,262	\$ 1,521,672	\$ 2,640,284	\$ 4,099,871	\$ 6,007,331
Secondary (6-12) Teachers	44	73	106	141	182	\$ 66,001	\$ 2,904,044	\$ 4,963,744	\$ 7,601,540	\$ 10,648,262	\$ 14,447,009
Special Education Teachers	16	28	45	65	91	\$ 66,784	\$ 1,068,544	\$ 1,924,043	\$ 3,255,796	\$ 4,953,913	\$ 7,289,471
English Learner Teachers	1	2	3	3	5	\$ 66,784	\$ 66,784	\$ 140,247	\$ 217,504	\$ 231,932	\$ 398,376
Social Workers	3	5	8	10	14	\$ 66,801	\$ 200,403	\$ 344,137	\$ 579,033	\$ 766,176	\$ 1,121,746
Counselors	5	8	11	16	21	\$ 65,272	\$ 326,360	\$ 538,433	\$ 781,435	\$ 1,191,145	\$ 1,647,344
Advisory Teachers	9	15	21	28	36	\$ 64,106	\$ 576,954	\$ 989,966	\$ 1,463,911	\$ 2,052,948	\$ 2,775,141
Total Instructional Staff	92	154	232	319	427		\$ 6,042,351	\$ 10,422,243	\$ 16,539,503	\$ 23,944,248	\$ 33,686,418
Average Salary							\$ 65,678	\$ 67,677	\$ 71,291	\$ 75,060	\$ 78,891

Included in the budget is 5% merit for all returning staff. New staff would be hired at the entry rate. Additionally, the 5% increase represents an average increase, based on merit. Therefore, some teachers will receive more than 5%, and some may receive less.

Additionally, Pennwood has budgeted to invest resources in its administrative team to ensure adequate oversight of Pearson and focus on student services and achievement. Salary assumptions were determined based upon market research and include incentives for effective performance. Year-round staffing needs were incorporated in the expenditure assumptions.

Employee benefit budget assumptions include health benefits at 24% of salaries, payroll taxes at 9% of salaries, and a 5% contribution rate for the 403(b) retirement plan.

The **Curriculum and Instructional Support Services*** expense was calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Core Curriculum
- Elective Courses
- CTE Courses
- Clubs & Activities
- Talent Networks
- Gift & Talented Networks
- Advanced Placement (AP) Courses
- Supplemental Instructional Support Programs
- Benchmark Assessments
- Student Badging Program

The **Enrollment/Placement/Student Support Services*** expense was calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Outreach Support
- Enrollment Services
- Academic Placement Services
- Student Support Services (Family Communications Coordinators)
- Student Records Management

The **School Operations Support Services*** expense was calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- School Launch Support
- School Oversight
- School Leader Support and Development
- Accreditation Support
- Research and Analysis
- School Handbook Support
- External Reporting Support
- State Testing Support
- Accountability Support
- Grant Identification, Writing and Administration
- Board Operational Support (Meeting Minutes Assistance, Meeting Scheduling, etc.)

- Purchasing Support
- Insurance/Risk Management Support

The **Student EMS License*** expense was calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Education Management System (EMS)
- LiveLesson (Online Classroom)

The **Curriculum Customization and Enhancements*** expenditures were calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Mutually agreed upon changes or customizations to content

Student Technology Assistance Services* expenditures were calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P. Pennwood has contracted with Pearson to supply its student technology offering, which includes the use of loaned computers, repairs, warranty, environmentally friendly–certified disposal, and warehousing/logistics services. The cost includes any losses associated with damage caused by the user that is not collectible from the family due to inability to pay.

Includes:

- Student Instructional Technology and Software including laptop
- Help Desk Support

Student Testing and Assessment expenditures are budgeted to cover the expense of administering state assessments in multiple locations throughout Pennsylvania.

The **Student Technology Support Reimbursement** expense covers the reimbursement that Pennwood families will receive for the full cost of Internet service. Budgeted reimbursements range from \$40 to \$60 per month and the budgeted expense takes into account the students who are enrolled during the summer months.

The **Special Education Program Support Services*** expense was calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Special Education Protocol Development
- Special Education Training and Professional Development
- Special Education Oversight and Compliance Support
- IEP Management Software and Support
- Assistive Technology Procurement
- Special Education Service Provider Coordination
- Accessibility Support
- 504 Plan Guidance
- At-Risk Population Support Services

- Homeless and Migrant Support
- School Counseling Support
- Gifted Program Support
- EL Support (provided by ESOL/TESOL certified leaders and teachers)

The **Staff Training/Professional Development** budgeted expense is in addition to what will be provided by Pearson.

Travel and Conferences expenses, by Pennwood staff, were budgeted to increase as the School's enrollment grows.

The **School Staff Support Services*** expense was calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Human Resources Support
- Staff Instructional Technology and Software including laptop
- Professional Development and Training
- Help Desk Support

The **Staff Recruiting** expense covers recruiting expenses in addition to what will be provided by Pearson.

Legal Services, D&O Insurance, Board Related Expenses, and Dues, are budgeted with minimal inflation through the operating years.

Office Supplies, Office Postage, and Copier/Reproduction expenditures are variable and were budgeted to increase as the School grows.

The **School Business Support Services*** expense was calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- School Financial Services (a CPA lead team of performing accounting functions for Pennwood highly qualified and experienced in school finance and accounting.)
- Federal Programs Support
- Payroll
- Accounts Payable
- Cash Flow Protection (as referenced in paragraph 2 above)
- School Business Support
- Internet Reimbursement Management and Payment Processing

The budgeted **External Audit** expenditure will cover the cost of an independent CPA firm and the expense is expected to remain flat across the operating years.

The **Accounting Services** expenditure was calculated using industry average auditing fees, agreed upon procedure fees and district billing support services.

Facility Support Services* expense was calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes the following products/services:

- Systems Administration
- Telecommunications Support
- Networking & Internet Connectivity
- MIS Help Desk
- Facilities Support Services

Percent of Compensation (Benefits Fee)* expense was calculated using the Pearson Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes the following products/services: Standard benefits offering by Pearson, such as employee premiums, as well as the administration and support/employee assistance with the benefits offering.

Office Rent and utilities are expected to escalate minimally across the operating years.

Meal Voucher Program expenses are planned to begin in year two of operations. The School intends to provide one free meal daily shipped weekly to eligible FRL students throughout the entire school year.

Extracurricular Activities expenses were budgeted to provide financial support to students who wish to participate in these activities.

Capital Outlay expenditures are budgeted during the start-up and first year of operations to ensure the School's facility meets the needs of the staff.

Account	Code	PENNWOOD CYBER CHARTER SCHOOL 5 Year Revenue and Expense Statement					
		Startup Budget	2024-2025 Budget	2025-2026 Budget	2026-2027 Budget	2027-2028 Budget	2028-2029 Budget
		REVENUES					
		<u>Local</u>					
6940	Receipts from other LEAs in PA (Regular)	\$ -	\$ 18,563,862	\$ 30,720,027	\$ 45,859,758	\$ 63,028,933	\$ 83,348,332
6940	Receipts from other LEAs in PA (Special)	-	8,548,503	15,161,116	24,185,288	35,426,715	49,812,694
6990	Interest Income	-	-	72,000	120,000	180,000	248,000
6990	E-Rate	-	-	882	1,470	2,205	3,038
6000	Total Local	\$ -	\$ 27,112,364	\$ 45,954,025	\$ 70,166,516	\$ 98,637,852	\$ 133,412,064
9000	Other Financing Sources						
9910	Pearson Virtual Schools Start-Up Grant	\$ 350,000					
		TOTAL REVENUES	\$ 350,000	\$ 27,112,364	\$ 45,954,025	\$ 70,166,516	\$ 98,637,852
		EXPENDITURES					
1000	Instruction						
1100	<u>Regular Instruction Programs</u>						
100	Personnel Services-Salaries						
	Teachers	\$ -	\$ 4,541,020	\$ 7,701,498	\$ 12,016,654	\$ 17,213,890	\$ 23,761,960
200	Personnel Services- Employee Benefits						
	Benefits	-	1,089,845	1,848,359	2,883,997	4,131,334	5,702,870
	Pension	-	227,051	385,075	600,833	860,695	1,188,098
	Payroll Taxes	-	408,692	693,135	1,081,499	1,549,250	2,138,576
300	Purchased Professional & Technical Services						
	Curriculum and Instructional Support Services*	-	5,415,577	6,028,388	9,567,222	13,861,221	19,190,806
	Enrollment/Placement/Student Support Services*	-	1,939,725	3,297,533	5,045,498	7,090,408	9,565,318
	School Operations Support Services*	-	1,053,000	1,790,100	2,738,853	3,849,001	5,192,427
	Student Connexus License*	-	1,134,000	1,927,800	2,949,534	4,145,078	5,591,845
	Student Technology Assistance Services*	-	1,675,245	2,847,917	4,357,627	6,123,690	8,261,203
	Other Consultants	-	45,000	77,250	119,351	169,373	230,729
	Other Curriculum	-	294,876	506,204	782,085	1,109,865	1,511,923
	Student Testing and Assessment	-	240,228	412,391	637,145	904,179	1,231,725
500	Other Purchased Services						
	Student Technology Support Reimbursement	-	477,000	818,850	1,265,123	1,795,350	2,445,731
1100	Total Regular Instruction Programs	\$ -	\$ 18,541,259	\$ 28,334,499	\$ 44,045,420	\$ 62,803,335	\$ 86,013,211
1200	<u>Special Instruction Programs</u>						
100	Personnel Services-Salaries						
	Director of Special Education	\$ 29,520	\$ 118,079	\$ 123,983	\$ 130,182	\$ 136,691	\$ 143,525
	Manager(s) of Special Education	-	103,011	212,480	336,898	588,466	868,419
	Special Education Teachers	-	1,135,325	2,064,284	3,473,290	5,185,831	7,687,825
200	Personnel Services - Employee Benefits						
	Benefits	7,085	325,539	576,179	945,689	1,418,637	2,087,945
	Pension	1,476	67,821	120,037	197,018	295,549	434,989
	Payroll Taxes	2,657	122,077	216,067	354,633	531,989	782,979
300	Purchased Professional & Technical Services						
	Special Ed Program Support Services*	-	972,000	1,755,675	2,844,194	4,219,098	5,991,262
	Total Special Instruction Programs	\$ 40,737	\$ 2,843,852	\$ 5,068,705	\$ 8,281,904	\$ 12,376,260	\$ 17,996,945
1000	Total Instruction	\$ 40,737	\$ 21,385,111	\$ 33,403,204	\$ 52,327,324	\$ 75,179,596	\$ 104,010,156
2000	Support Services						
2100	<u>Support Services - Students</u>						
100	Personnel Services-Salaries						
	Director/Manager(s) of Counseling	\$ 42,056	\$ 168,222	\$ 176,633	\$ 185,465	\$ 194,738	\$ 288,739
	Director/Manager(s) Specialized Programs/Dual Enrollment	25,970	424,148	445,356	467,624	491,005	515,555
	Director(s) of Data and Student Assessments	-	92,628	97,260	200,435	214,457	225,180
	Counselor(s)	-	526,761	882,568	1,360,465	1,957,316	2,769,083
200	Personnel Services- Employee Benefits						
	Benefits	16,326	290,822	384,436	531,357	685,804	911,654
	Pension	3,401	60,588	80,091	110,699	142,876	189,928
	Payroll Taxes	6,122	109,058	144,163	199,259	257,176	341,870
2100	Student Support Services	\$ 93,875	\$ 1,672,229	\$ 2,210,507	\$ 3,055,303	\$ 3,943,372	\$ 5,242,009
2200	<u>Support Instructional - Staff</u>						
500	Other Purchased Services						
	Staff Training/Professional Development	\$ -	\$ 162,000	\$ 278,100	\$ 429,665	\$ 609,742	\$ 830,626
	Travel and Conferences	-	81,000	139,050	214,832	304,871	415,313
2200	Support Instructional - Staff	\$ -	\$ 243,000	\$ 417,150	\$ 644,497	\$ 914,612	\$ 1,245,938

Pearson Virtual Schools 'Fee Schedule'

Fee Type	Fee	Fee Schedule	Description	Metric
Upfront Fees	Curriculum and Instructional Support Services (K-5)	\$425.00	Charged per student at time student becomes eligible for billing to districts/state	K-5 TE
	Curriculum and Instructional Support Services (6-12)	\$650.00	Charged per student at time student becomes eligible for billing to districts/state	6-12 TE
	Enrollment/Placement/Student Support Services	\$525.00	Charged per student at time student becomes eligible for billing to districts/state	TE
	Student Technology Assistance Services	\$605.00	Charged per student at time student becomes eligible for billing to districts/state	TE
Monthly Fees	Curriculum and Instructional Support Services (K-5)	\$130.00	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)	K-5 Monthly Enrollment
	Curriculum and Instructional Support Services (6-12)	\$250.00		6-12 Monthly Enrollment
	Student Connexus License	\$70.00	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)	Monthly Enrollment
	Enrollment/Placement/Student Support Services	\$30.00	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)	Monthly Enrollment
	School Operations Support Services	\$65.00	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)	Monthly Enrollment
	School Business Support Services	\$16.00	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)	Monthly Enrollment
	Curriculum Customization and Enhancements	\$15.00	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)	Monthly Enrollment
	School Staff Support Services	\$600.00	Charged per each staff member employed at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)	Total Staff
	Special Ed Services	\$375.00	Charged per each IEP student at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)	SPED IEP
Fixed Fees	Facilities Support Services	\$25,000.00	Charged annually per location	Flat Fee

FISCAL CONTROLS: GASB 54 FUND BALANCE POLICY

Date of Original Approval:

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

GASB 54 Fund Balance

Definitions

Fund balance is a measurement of available financial resources. Fund balance is the difference between total assets and total liabilities in each fund.

Authority

Government Accounting Standards Board (GASB) Statement 54 distinguishes fund balance between amounts that are considered nonspendable, such as fund balance associated with inventories, and other amounts that are classified based on the relative strength of the constraints that control the purposes for which specific amounts can be spent. Beginning with the most restrictive constraints, fund balance amounts will be reported in the year-end audited financial statements in the following categories:

1. Nonspendable fund balance – amounts that are not in a spendable form (e.g. prepaid expenditures) or are legally or contractually required to be maintained intact.
2. Restricted fund balance – amounts that can be spent only for a specific purpose stipulated by external parties either constitutionally or through enabling legislation (e.g., acquisition or construction of capital facilities and qualifying capital assets).
3. Committed fund balance – amounts that can be used only for specific purposes determined by a formal action of the School Board. Commitments may be changed or lifted only by referring to the formal action by the School Board.
4. Assigned fund balance – amounts intended to be used by the School for specific purposes. Intent can be expressed by the School Board or by a designee to whom the Board delegates authority. In funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other funds are, at a minimum, intended to be used for the purpose of the fund.

5. Unassigned fund balance – includes all amounts not contained in other classifications and is the residual classification of the general fund only. Unassigned amounts are available for any legal purpose.

Actions taken by the Board will establish, modify or rescind fund balance classifications based upon the nature of the action. These actions will be adhered to upon preparation of the year-end financial statements. Audit approval by the Board will ratify classifications contained within.

Delegation of Responsibility

The Chief Executive Officer or designee shall be responsible for the enforcement of this policy.



August 24, 2023

Marc LeBlond
Board President
Pennwood Cyber Charter School

Laura Potthoff
Board Treasurer
Pennwood Cyber Charter School

Dear Marc and David,

I am writing this letter to clarify the status of any and all startup grants issued to Pennwood Cyber Charter School (the "School") by Pearson Virtual Schools ("Pearson") through the period ending June 30, 2024.

Pursuant to the Statement of Agreement between the School and Pearson, Pearson will cover any necessary expenses to successfully launch the school during the start up period prior to the School officially receiving its initial charter. That support will be known as the Pearson Startup Grant.

I would like to take this opportunity to confirm that Pearson will not request repayment of any issued credits or startup grant during this period. This protection is in addition to the annual deficit protection provided to the School as outlined in the Statement of Agreement. Pearson looks forward to our continued partnership and remains committed to the successful opening of the School.

Best Regards,

Alla Oriente

Alla Oriente
VP Business Operations & Finance
Pearson Virtual Schools

APPENDIX Q

PEARSON START-UP GRANT

This appendix includes the following:

- Pearson Start-Up Grant



August 24, 2023

Marc LeBlond
Board President
Pennwood Cyber Charter School

Laura Potthoff
Board Treasurer
Pennwood Cyber Charter School

Dear Marc and David,

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Best Regards,

Alla Oriente

Alla Oriente
VP Business Operations & Finance
Pearson Virtual Schools

APPENDIX R

LETTER OF INTENT TO LEASE

This appendix includes the following:

- Letter of Intent to Lease



July 26, 2023

David L. Bode
Rock Commercial Real Estate, LLC
221 W. Philadelphia Street
York, PA 17401

RE: PROPOSAL FOR 221 W. PHILADELPHIA ROAD.

Dear Landlord,

On behalf of Connections Education LLC, we are pleased to present the following Letter of Intent for proposal. To permit full consideration to be given to each proposal submitted; we ask that you present your proposal in this format to facilitate the subsequent analysis of all proposals. If any changes are needed, please provide in a redline format.

TENANT:	Pennwood Cyber Charter School, a Pennsylvania non-profit corporation
LANDLORD:	Westwood Properties Management, LLC
BUILDING:	221 W. Philadelphia Street York, PA 17404
PREMISES:	Third Floor East Building – Unit 3EBb
SQUARE FOOTAGE:	3,746 Rentable Square Feet
LEASE COMMENCEMENT:	May 1, 2024
RENT COMMENCEMENT:	May 1, 2024
LEASE TERM:	Please provide a response for a five (5) year and (2) two months Lease Term. Term shall expire June 30, 2029. Agreed
Base RENTAL RATE:	\$13.50/SF NNN, which includes all the FF&E for a turnkey office space.
RENTAL ESCALATIONS:	2.5% percent annual increases.
SECURITY DEPOSIT:	Security Deposit shall not be required. Subject to Tenant's financials.
ACCESS TO PREMISES:	Landlord acknowledges that Tenant keeps privileged and confidential student records and information at the Premises and that Landlord has no right to access such student information and that if Landlord has a right to

and/or is afforded such access to the Premises under this Lease, Landlord shall comply with Tenant's reasonable security measures with respect to Landlord's access to the Premises ("Tenant's Access Requirements"). For purposes of clarification, "Tenant's Access Requirements" are collectively, the following: (i) Landlord will be accompanied by a Tenant representative (except in an emergency) when students are present and Landlord will timely notify Tenant and coordinate its access to the Premises with the Tenant when students are present so that Tenant can arrange to have a representative available to accompany Landlord or its representatives (it being understood that if a Tenant representative is not available at the requested time and if students are present, Landlord shall not have access to the Premises (except in an emergency)); (ii) Landlord shall have no access whatsoever to privileged and confidential student records and information kept by Tenant at the Premises, and (iii) Landlord shall not show the Premises to prospective lenders, purchasers or tenants while students are present without the prior consent of, and during mutually agreed upon time with, Tenant.

TENANT IMPROVEMENT:	As is. Premises was completely remodeled in 2021 and is fully furnished for professional offices.
ENCUMBRANCES:	Landlord warrants that there are no rights or options which any other party may have on the space being offered.
RENEWAL OPTIONS:	One (1) consecutive five (5) year renewal options with a continued 2.5% annual increase. Tenant shall exercise the option to renew with six (6) months prior written notice.
PERMITTED USE:	General Office including administrative purposes related to online classes, and Instructor/educator training and all lawful ancillary purposes related thereto, including, on occasion, on a de minimis basis, use for board meetings by the school board, local officials and stakeholders.
RELOCATION RIGHTS:	Landlord shall not have the right to relocate Tenant during the term of the lease or any renewal periods.
OPERATING EXPENSES:	Submit a line-item explanation of current Operating Expenses and Taxes with a three (3) year history including percentage (%) of occupancy. This is a separate Condo that was previously owner occupied by the previous owner until 2022. Projected expenses will be provided at a later date.
LANDLORD'S	The Building and Premises shall be in compliance with all

**REPRESENTATIONS AND
WARRANTIES AND RELATED
OBLIGATIONS:**

applicable laws, codes and ordinances, including the Americans with Disabilities Act (ADA).

Landlord represents that, as of the Lease Commencement Date, the Premises, is in compliance with all laws and regulations, including the ADA. Condominium Association shall maintain compliance in the common areas with all laws, and regulations, including the ADA, throughout the term of the lease and any renewals.

This is a Condominium and all structure is handled by the Condominium Association.

TERMINATION RIGHT:

Tenant shall have an ongoing right to terminate this Lease if and only if, absent a default by Landlord, if the School District (and all other applicable governmental bodies having jurisdiction over Tenant or the School) in the State of PA, including their respective assigns or successors, the authorizer of the Tenant's (including its successors and assigns) or School's right to operate a school (collectively, the "Authorizer"), suspends, revokes, limits, conditions, fails to renew, or takes any other action so that Tenant's (including its successors and assigns) or Schools' right to operate a school is suspended, revoked, non-renewed, substantially limited or conditioned as to make Tenant's or School's business unviable, voided or terminated. Tenant may invoke the right to an early termination of the Lease upon 180 days' written notice at no charge.

CONNECTIVITY RIGHTS:

Tenant shall have the right to use existing telecom conduits or construct new conduits, install cables, equipment and other related telecommunications facilities for Tenant's network into the Building.

Tenant shall have the right to install its telecommunication, voice/data, surveillance, and audio/visual systems within the Premises and will require Landlord to pre-approve the installation of the foregoing Tenant systems.

Tenant requests that Landlord provide it with a list of current utility and service providers to the Building.

ASSIGNMENT & SUBLETTING:

Tenant shall have the right to sublease and assign all or any portion of its space, subject to Landlord's consent, which consent shall not be unreasonably withheld or delayed. There will be no sharing with the Landlord any profits gained from the sublease or assignment of this lease.



- SIGNAGE:** Tenant shall be provided identity signage at Landlord's cost (consistent with building standard signage) which shall include appropriate signage on entrance doors to the Premises and Lobby.
- BROKERAGE:** Landlord and Tenant hereby acknowledge that Cushman & Wakefield represents the Tenant in this transaction. Landlord shall be responsible for paying a commission of three percent (3%) of the Base rental rate to Tenants broker.
- NON-BINDING CLAUSE:** This LOI is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.
- RESPONSE DATE:** We would appreciate your response within five (5) days of receipt of this proposal.

This Proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. ***The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties.*** The parties agree that this Proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.



If you have any questions feel free to contact us at CUSHMAN & WAKEFIELD for additional information.

Sincerely,

Jason C. Sourbeer

Jason Sourbeer

CUSHMAN & WAKEFIELD

717-805-6727

Agreed to and accepted:

Penwood Cyber Charter School

A Pennsylvania non-profit corporation

By:  Marc LeBlond (Aug 31, 2023 10:28 EDT)

Its: Board Chair

Agreed to and accepted:

Westwood Properties Management, LLC)

By: Galen Eby 

Its: Member

APPENDIX S

BOARD POLICIES

This appendix includes the following policies and related documents:

- Act 110 Statement at Enrollment
- Attendance & Punctuality
- Bank Accounts
- Budget Planning Preparation & Monitoring
- Code of Ethics
- Conflict of Interest
- Curriculum Development
- Disposal of Surplus Property
- Disqual, Disbar, and Suspension of Bids
- Dual Enrollment
- Educational Equity, Diversity & Inclusion
- English Learners
- Enrollment
- Federal Grants Procedures Manual
- Finances
- Financial Reporting
- Fiscal Controls: Audit Policy
- Guidelines for Reasonable Information
- Internal Controls
- Lesson Plans
- Language Instruction Educational Program
- Medication Administration
- Medication Permission
- Nondiscrimination in Programs & Classroom
- Parental Registration Statement
- Public Charter School Audit
- Public Comment
- Purchases Budgeted
- Purchases Subject to Bid
- Required Health Services
- Residency Affidavit
- Right to Know
- School Lottery
- Student Services
- Sworn Statement by Resident
- Title I Parent Engagement
- Title IX
- Transfer of Records
- Transgender Students
- Travel and Expense Guidelines
- Truancy & Compulsory Attendance

PENNWOOD CYBER CHARTER SCHOOL

ACT 110 VERIFICATION

I/We _____ being duly sworn to law

Dispose and say: THAT I/We am/are the Parent(s)/Legal Guardian(s)of

_____ (the pupil);

THAT The pupil has NOT previously been expelled under the provisions of 24 P.S. § 13-1318.1 entitled: "Students Convicted or Adjudicated Delinquent of Sexual Assault."

THAT The pupil is NOT currently expelled under the provisions of 24 P.S. § 13-1318.1 entitled: "Students Convicted or Adjudicated Delinquent of Sexual Assault."

Any willful false statement made above shall be a misdemeanor of the third degree.

This form shall be maintained as part of the student's disciplinary record.

THAT I/We recognize the following:

NOTWITHSTANDING ANY OTHER PROVISION OF LAW TO THE CONTRARY, A PERSON WHO KNOWINGLY PROVIDES FALSE INFORMATION IN A SWORN STATEMENT FOR THE PURPOSE OF ENROLLING A CHILD IN A SCHOOL DISTRICT (OR CHARTER SCHOOL TO THE EXTENT PERMITTED BY LAW) FOR WHICH THE CHILD IS NOT ELIGIBLE COMMITS A SUMMARY OFFENSE AND SHALL, UPON CONVICTION FOR SUCH VIOLATION, BE SENTENCED TO PAY A FINE OF NO MORE THAN THREE HUNDRED DOLLARS (\$300) FOR THE BENEFIT OF THE SCHOOL DISTRICT (OR CHARTER SCHOOL TO THE EXTENT PERMITTED BY LAW) IN WHICH THE PERSON RESIDES OR TO PERFORM UP TO TWO HUNDRED FORTY (240) HOURS OF COMMUNITY SERVICE, OR BOTH. IN ADDITION, THE PERSON SHALL PAY ALL COSTS AND SHALL BE LIABLE TO THE SCHOOL DISTRICT (OR CHARTER SCHOOL TO THE EXTENT PERMITTED BY LAW) FOR AN AMOUNT EQUAL TO THE COST OF TUITION

**CALCULATED IN ACCORDANCE WITH SECTION 2561 OF THE
PUBLIC SCHOOL CODE DURING THE PERIOD OF ENROLLMENT.**

I make this statement subject to the penalties of 24 P.S. §13-1304-A(b) and 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities, and the facts contained herein are true and correct to the best of my knowledge, information and belief.

PARENT/GUARDIAN: _____

Address: _____ Phone: _____

PARENT/GUARDIAN: _____

Address: _____ Phone: _____

Pennwood Cyber Charter School

Board of Trustees Policy

STUDENT ATTENDANCE AND PUNCTUALITY POLICY

The Board of Trustees (“Board”) requires that students enrolled at Pennwood Cyber Charter School (“Charter School”) attend school daily and on time in accordance with the compulsory attendance laws of the Commonwealth of Pennsylvania.

Parents or guardians are required to ensure that their children attend school every day that school is in session through the procedures required by the Charter School.

The education program offered by the Charter School is based upon the presence of the student and requires continuity of instruction and classroom participation.

The Chief Executive Officer or his/her designee shall have the responsibility to develop procedures following the guidelines developed by the Board to assure that students attend school regularly and that these procedures comply with all Federal, State and local laws.

A component of the procedures shall be an early intervention process to assure that assistance is given to students who are experiencing problems in attending school.

Attendance and punctuality procedures will be delineated in the Student Handbook and distributed to every student.

Said attendance and punctuality guidelines are subject to periodic review by the entire Board of Trustees.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, AND/OR THE CHARTER APPLICATION OR ADOPTED CHARTER, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR THE CHARTER APPLICATION OR ADOPTED CHARTER CONTROL.

FISCAL CONTROLS: BANK ACCOUNTS POLICY

Date of Original Approval:

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

Bank Accounts

The School will maintain its accounts at a federally insured commercial bank or credit union in the State of operation as approved by the Board in compliance with the respective state law. Funds will be deposited in non-speculative accounts including federally insured savings or checking accounts or invested in non-speculative federally backed instruments. For all funds, the Board must appoint and approve all individuals authorized to sign checks in accordance with these policies. Bank statements from private banking institutions will be sent directly to the School's bookkeeper, or charter treasurer if none, for reconciliation. A report of the reconciliation will be provided to the Board Treasurer on a monthly basis.

The treasurer of the charter school, or Board designee, shall deposit the funds belonging to the charter school in a depository approved by the board and shall at the end of each month make a report to the charter Board of the amount of funds received and disbursed by him or her during the month. All deposits of charter school funds by the charter treasurer or Board designee shall be made in the name of the charter school. The Board of Trustees of a charter school shall invest charter school funds consistent with sound business practice. Authorized types of investments for charter schools shall be:

- United States Treasury bills.
- Short-term obligations of the United States Government or its agencies or instrumentalities.
- Deposits in savings accounts or time deposits or share account of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided by law therefore shall be pledged by the depository.
- Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or

instrumentalities backed by the full faith of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.

- Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat.789, 15 U.S.C. * 80a-1 et seq.) as defined in PA 24 PS 4-440.1 of the Pennsylvania School Code.

Note: All investments shall be subject to the standards set forth in 24 PS 4-440.1 of the Pennsylvania School Code.

The charter school treasurer or Board designee shall settle his or her accounts annually with the Board of Trustees for each school year. Pursuant to 24 P.S. §4-437, the accounts of the cyber charter school treasurer shall be audited annually.

FISCAL CONTROLS: BUDGET PLANNING, PREPARATION AND MONITORING POLICY

Date of Original Approval:

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

Budgets

Working with Pearson Virtual Schools (Pearson)¹, its educational services provider, and the School's Chief Executive Officer (CEO), the School's Treasurer will coordinate the preparation of an annual operating budget with estimated revenue and expenditures in the spring prior to May 1 for the following fiscal year, defined as the twelve-month period ending June 30, unless otherwise required by law or other contract. The Board shall plan to review and approve the budget prior to May 1 of each year. Working with Pearson, the CEO or school-level designee will prepare a fiscal year forecast based upon updated assumptions before the opening of the new School year. Approved annual operating budgets will be submitted to all appropriate entities required by law in the format required by statute and/or regulation and by required deadlines.

Approved budgets will be used to monitor the financial activities of the year via the monthly financial reports. In addition, working with Pearson the CEO, as necessary, will prepare cash flow analysis, budget projections, and budget revisions for upcoming fiscal years for review.

As part of the budget process, and/or at the time of hiring or increasing the compensation of the CEO of the School, the Board will review a comparison of salaries for chief executives (principal, director, administrator, etc.) at other similar schools and make a determination, to be recorded in the minutes of the Board, that the proposed compensation is reasonable.

¹ Pearson Virtual Schools is the current educational services provider. This function would be carried out by the new provider upon a change in the provider.

CODE OF ETHICS

Date of Approval: September 15, 2022

Purpose

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

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

Policy

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

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

Procedure

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

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

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

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

Pennwood Cyber Charter School

Board of Trustees Policy

CONFLICT OF INTEREST POLICY

Board members, officers and employees of the Pennwood Cyber Charter School (“Charter School”) have a duty of loyalty to the Charter School and to the public whose interest they are sworn to serve. The purpose of this Conflict of Interest Policy, which provides guidance and a general standard of conduct with respect to actual or apparent conflicts, is in keeping with the Pennsylvania Public Official and Employee Ethics Law and the State Legislature's declaration that the people have the right to be assured that the financial interests of public officials and employees conflict with the public trust, and the principle which prohibits public officials and employees from entering into situations where private interests may conflict with official duties.

The appearance of conflict of interest undermines the public confidence in the integrity of the Charter School, its Board Members and/or employees, and should be scrupulously avoided.

Standards of Conduct

No Board Member or employee shall:

- A) Engage in conduct that constitutes a conflict of interest, which shall be defined as use by a Board Member or employee of authority of his office or employment of any confidential information received through his position for the private pecuniary benefit of himself, a member of his immediate family, or a business with which the Board Member or employee or a member of his immediate family is associated. “Immediate family,” for purposes of this policy, is defined to mean a parent, spouse, child, brother or sister.
- B) Engage, or have any interest, financial or otherwise, directly or indirectly, in any business, transaction or professional activity, which conflicts with or impairs the proper discharge of official duties or which could bring disfavor or disrespect upon the Charter School.
- C) Accept an honorarium, which represents a payment in recognition of published works, appearances, speeches, and presentations and which is

not intended as consideration of the value of such services that are non-public, occupational or professional in nature.

- D) Recommend or otherwise participate in the decision to make any contract of any value between the Charter School, any school or Student Activity Fund, and any business or entity in which the Board Member or employee or a member of his immediate family, has a personal or financial interest or act to implement or administer any such contract.
- E) Participate in the selection, award, or administration of the contract, regardless of the value of the contract, if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee or Board Member or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- F) Advertise business or professional activities on the Charter School property or use of work hours, property or services to perform or promote personal or commercial enterprises or to campaign or raise money for any candidates for political office.
- G) Use confidential information, as defined by the Sunshine Act or the Board of Trustees, concerning property, personnel matters, or affairs of the Charter School or its employees to advance the financial or other private interests of the Board Member, employee or others; nor shall Board Members and employees disclose confidential information except as directed by the Board of Trustees or a court of law. Nothing in this provision shall be interpreted as prohibiting the practice of "whistle-blowing."
- H) Accept anything of value including, but not limited to, a gift, loan, political contribution, reward, promise of future employment, favor, gratuity, entertainment, transportation or lodging based on any implied or actual understanding that the judgment of the Board Member or public employee would be influenced thereby. The officers, employees, and agents of the Charter School may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. Example gifts of nominal value are t-shirts, calendars, pencils, branded inexpensive pens and other inexpensive promotional items. Examples of gifts of more than nominal value may include, but are not limited to,

money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, or promise to do or not do something having a monetary value.

- I) Solicit directly from other Board Members or employees, students or their parents, anything of value for the Board Member's or employee's personal benefit.
- J) Purchase property of any kind from the Charter School, either directly or indirectly, except in a manner approved by the Board for the particular sale involved, unless (1) there is an open and public bid process, including public notice and subsequent public disclosures of all bids considered and contracts awarded, and (2) the Board Member or employee did not act in an official capacity in connection with the sale, and (3) the Board Member or employee was not privy to non-public information received in the course of his office or employment.
- K) Participate in the review and approval of publications or materials for Charter School purchase if the Board Member or employee is the author/editor of or has any financial interest in the sale of such publications or materials.
- L) Tutor or counsel as a private enterprise, for compensation, pupils assigned to any class or course of the Charter School to which the employee is assigned. Employees may tutor or counsel pupils enrolled in other schools unless such private enterprise conflicts with or impairs the proper discharge of official duties for the Charter School.
- M) Refer a Charter School parent or student to a service, service provider or product in return for anything of value. Employees making referrals as part of their official duties shall make referrals to more than one provider of any non-unique service or product. For example, Charter School counselors shall refer parents or students to more than one counselor or provider of medical services where comparably qualified persons are available.
- N) Upon separation from Charter School service or employment, represent any individual or business entity on any matter before the Charter School for a period of one year after such separation.

A Board Member or employee shall report the nature of his or her interest in a potential Charter School contract to his or her superior. Where a Board Member or employee or a member of his or her immediate family has a personal or financial interest in a contract, he or she shall disclose it publicly and abstain from voting on the contract. Formal

approval of the contract by a majority of all members of the Board of Trustees, other than the abstaining member, shall be required. The foregoing would apply to any business in which the Board Member's or employee's spouse or child is associated.

Administration

Statement of Financial Interest

In accordance with Pennsylvania's Public Official and Employee Ethics Law, the Charter School requires each Board Member and applicable employee to file a statement of financial interest for the preceding calendar year with the Board, the State Ethics Commission, and the Pennsylvania Department of Education as the Charter School's authorizer. The Board Member shall file the statement of financial interest no later than May 1 of each year the Member holds the position and no later than May 1 of the year after a Member leaves the position. If the Member was appointed or selected after May 1, the Member shall file a statement of financial interest within 30 days of appointment or selection. All Statements of Financial Interest are reviewed by the Board President.

The Board of Trustees may require any employee whose duties require the exercise of discretion or judgment to file a statement of financial interest.

Conflict of Interest Resolution

In the event that a question of conflict of interest or the appearance of conflict of interest arises, a Board Member or employee must apprise his/her superior and the Board President who will investigate and report the fact of the inquiry and results of his investigation to the CEO and the Finance Committee of the Board of Trustees for resolution. A Board Member having a conflict question shall take it to the President of the Board of Trustees who, if he/she cannot resolve it, with counsel, will refer the question to the Finance Committee of the Board of Trustees for resolution.

All violations of the foregoing policy are subject to appropriate censure or disciplinary action, including termination of employment and any penalties as prescribed by law.

Any contract or subcontract made in violation of this policy shall be voidable by the Board of Trustees and subject to termination for the Board's convenience.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

Pennwood Cyber Charter School

Board of Trustees Policy

CURRICULUM DEVELOPMENT POLICY

The Board of Trustees of the Pennwood Cyber Charter School (“Pennwood”) recognizes its responsibility for the support and improvement of the educational program. To this purpose, the curriculum shall be developed and evaluated on a continuing basis in accordance with the best in educational theory and practice and, in accordance with Chapter 4 of Title 22 of the Pennsylvania Code, as to Academic Standards and Assessments and/or any regulations promulgated thereafter.

Curriculum shall be defined as all planned learning activities of Pennwood, such as courses of study, subjects, class organization, and evaluation of student achievement. It shall include the provisions of applicable state law as well as subjects and procedures within the discretionary powers of the Board of Trustees (“Board”).

The Board directs that:

- A) No course of study shall be taught at Pennwood unless it has been reviewed by the Board and determined to be in accordance with the grant of Charter. If a change is determined to be warranted, the Pennsylvania Department of Education shall be duly notified before any change in curriculum is made consistent with the provisions of the grant of Charter.
- B) A course of study is to be prepared for each curriculum area. This course of study shall contain objectives, subject content, basic instructional activities, references to approved instructional materials, and procedures for evaluation of student achievement.
- C) Staff shall use the course of study in planning instruction and judging student progress.
- D) The course of study shall be available for public examination.
- E) The CEO or their designee shall be responsible for the continuous evaluation of the effectiveness of each course of study and shall recommend to the Board such revisions or new courses of study deemed to be in the best interests of the students.

- F) The CEO or their designee's recommendation to the Board shall include the following information about the proposed course of study:
- 1) Its applicability to students and an enumeration of the group of students to be affected by it.
 - 2) Its description and content, including the instructional method where such method departs significantly from current practice and is an integral part of the course of study.
 - 3) Its rationale in terms of the goals of Pennwood, especially when it is proposed to take the place of an existing course of study.
 - 4) The resources that its implementation will require: textbooks, materials, equipment, specially trained personnel.
 - 5) The evaluative methods and standards by which its efficacy will be monitored and measured.
- G) With prior approval, the CEO or their designee may conduct pilot programs considered necessary for the continued growth of the instructional program and is authorized to seek State, federal, and private aid for such programs.

The Board is committed to the support of a full range of educational programs to meet the individual needs of its students. These commitments include, but are not limited to, state mandated programs in basic academic subjects, special education for the handicapped/disabled, language instruction for English Learners and Limited English Proficiency programs, compensatory education programs, guidance counseling, instruction for the homebound, independent study, summer school for remedial and/or enrichment, career and technical education and instruction in required safety procedures.

The Board is committed to affirming students' racial, linguistic, gender, sexual and cultural identities in all subject areas of curriculum aligned with PA academic standards.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENTS.

FISCAL CONTROLS: DISPOSAL OF SURPLUS PROPERTY POLICY

Date of Original Approval:

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

Disposal of Surplus Property

Equipment and supplies in the School which become obsolete or are no longer needed by the School may be disposed of, in accordance with this policy.

Equipment and supplies may be disposed of utilizing any of the following methods:

1. Trades on new equipment.
2. Disposed of at public sale.
3. Disposed of at a private sale.
4. Sealed quotes.
5. Discarded.

Funds received from the sale of outdated equipment and supplies shall be deposited in the School's general account. The disposition of outdated equipment and supplies shall be managed by the CEO, Office Manager, or other designee.

FISCAL CONTROLS: DISQUAL, DISBAR AND SUSPENSION OF BIDS POLICY

Date of Original Approval:

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

Disqual, Disbar and Suspension of Bids

The School awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The School may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000, the School verifies that the vendor with whom the School intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix 11(1) and 2 C.F.R. §§ 180.220 and 180.300

All successful contractors must provide written certification that they have not been suspended or debarred from federal projects. The Treasurer will be responsible for verification. Such verification may include accessing the online federal System for Award Management (SAM) to determine whether any relevant party is subject to any suspension or debarment restrictions.

Pennwood Cyber Charter School

Board of Trustees Policy

Dual Enrollment Agreements with Institutions of Higher Education

The Board of Trustees (“Board”) recognizes the importance of providing students with the opportunity to succeed in both secondary and post-secondary educational pursuits. Accordingly, it shall be the Policy of Pennwood Cyber Charter School (the “Charter School”) pursuant to 24 P.S. §15-1525, that the Charter School enter into a Dual Enrollment Agreement (“Agreement”) with an Institution of Higher Education approved to operate in the Commonwealth of Pennsylvania in order to allow students to attend the Institution of Higher Education while the students are enrolled in the Charter School.

Coverage:

This Policy shall cover any Agreement between the Charter School and an Institution of Higher Education approved to operate in the Commonwealth of Pennsylvania (“Commonwealth”) which satisfies the requirements of 24 P.A. §15-1525 and which allows for dual enrollment of secondary school students enrolled in the Charter School in an Institution of Higher Education for the purpose of receiving credit(s).

Agreements:

The Charter School Administration is tasked with seeking out and obtaining proposals for Agreements for presentation and approval by the Board.

Any Agreement covered by this Policy shall be between the Charter School and an Institution of Higher Education approved to operate in the Commonwealth.

Any Agreement covered by this Policy shall be structured so that secondary school students receive credit at or through an Institution of Higher Education approved to operate in the Commonwealth.

The Charter School shall enter into and/or renew at least one (1) such Agreement on or before July 31, 2023, and each school year thereafter.

The Charter School, upon Board approval may enter into additional Agreements with additional Institutions of Higher Education approved to operate in the Commonwealth.

An Agreement covered by this Policy shall outline, with specificity, ALL requirements for a secondary school student seeking enrollment and/or admission to the Institution of Higher

Education including, but not limited to, the deadlines for application, any and all required documentation to accompany an application, and/or any applicable GPA and/or grade-level requirements for admission.

An Agreement covered by this Policy shall outline, with specificity, ALL costs and fees for a secondary school student attending an Institution of Higher Education, including, but not limited to: application costs, tuition, fees, transportation costs, cost of supplies and/or related materials. The Agreement shall provide which portion of the outlined costs will be covered by the Institution of Higher Education, the Charter School and/or the secondary school student.

An Agreement covered by this Policy shall outline, with specificity, any and all steps to be taken by the Institution of Higher Education, the Charter School and/or the secondary school student to ensure the safety of the secondary school student while attending the Institution of Higher Education including, but not limited to, the means of transportation to and from the Institution of Higher Education, the facilities which the secondary student may be permitted to access, and/or the supports, and/or services available to the secondary school student.

Courses and Credits:

The Credits earned under an Agreement covered by this Policy shall be the same credits offered to postsecondary school students enrolled at the Institution of Higher Education.

Under an Agreement covered by this Policy, secondary school students may also receive credits toward the completion of courses required by the Charter School for graduation.

An Agreement covered by this Policy shall allow secondary school students to attend courses at an Institution of Higher Education in-person, online, or a combination of in-person and online.

When possible, the courses for which a secondary school student receives credit under an Agreement covered by this Policy shall be aligned to the graduation requirements of the Charter School.

Credits received by a secondary school student attending an Institution of Higher Education under an Agreement covered by this Policy shall be weighed in a manner similar to Advanced Placement Program credits, International Baccalaureate Diploma Program credits, or Cambridge advanced course credits in the Charter School's grading system for both academic and technical courses.

When possible, the courses offered by an Institution of Higher Education through an Agreement covered by this Policy shall supplement and not supplant courses offered by the Charter School to secondary school students.

The secondary school student shall be responsible for complying with the requirements of the Institution of Higher Education for transfer of credits to the Charter School upon successful course completion.

Admissions and Enrollment:

A secondary school student seeking to enroll in a course at an Institution of Higher Education under an Agreement covered by this Policy must obtain prior approval from the Charter School before beginning the application and/or enrollment process.

A secondary school student seeking to enroll in a course at an Institution of Higher Education under an Agreement covered by this Policy must meet the specific requirements of the Institution of Higher Education as set forth in the Agreement, including, but not limited to timeliness requirements for submission of applications, enrollment forms, letters of recommendation and/or transcripts, GPA requirements and/or grade-level requirements.

The Charter School reserves the right to prohibit a secondary school student from enrolling in a course at an Institution of Higher Education under an Agreement covered by this Policy for any reason, including, but not limited to, failure to meet the specific requirements of the Institution of Higher Education, previous failure of the course, failure to obtain prior approval from the Charter School for enrollment, and/or previous failure to complete required coursework.

Reporting:

No later than July 31, 2023, and every school year thereafter, the Charter School shall provide to the Pennsylvania Department of Education the number and form of Agreements entered into under this Policy, the number of secondary school students participating in Agreements covered by this Policy, and the total number of credits earned.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

Pennwood Cyber Charter School

Board of Trustees Policy

Educational Equity, Diversity, and Inclusion

Purpose

In 2018, the Pennsylvania School Boards Association (“PSBA”), defined “Equity” as the just and fair distribution of resources based upon each individual student’s needs. Equitable resources included funding, programs, policies, initiatives and supports that target each student’s unique background and school context to guarantee that all students have equal access to a high-quality education. Such Equity is achieved by providing access and opportunity to all students regardless of race, ethnicity, color, age, religion, gender, gender identity, gender expression, sexual orientation, language, disability or socio-economic status.

In order to actualize its commitment to Equity, the Board of Trustees (“Board”) of Pennwood Cyber Charter School (“Charter School”) adopts this policy to prioritize the principle of educational equity and the concept of Diversity, Equity and Inclusion (DEI) in Charter School programming, policies and actions.

To facilitate educational equity for all, Charter School will be committed to:

- Promptly identifying and addressing barriers that cultivate achievement and/or opportunity gaps for students or staff.
- Ensuring that a student’s educational achievement is neither predicted nor predetermined by explicit or implicit biases, and that staff is not denied professional opportunities due to explicit or implicit biases.
- The acknowledgement that potentially unequal learning needs among students require equitable, not equal, distribution of resources.

Definitions

Achievement gaps will mean the academic disparities and/or differences between groups of students, as indicated through variances in academic indicators such as test scores, grade point average and graduation rates.

Barriers will mean factors that block or hinder movement or progression. Barriers to educational equity may include, but are not limited to, policies, administrative guidelines and practices; explicit and implicit biases; facilities; budgeted funds; curriculum and instruction; personnel; class size; school calendar; Code of Student Conduct and school climate.

Cultural competency will mean an ability to interact effectively with individuals of other cultures.

Cultural proficiency will mean the level of knowledge-based skills and understanding that is required to successfully teach and interact with students and to work effectively with colleagues, families and communities from other cultures. It requires an ongoing examination and self-reflection to challenge one's own cultural biases and understand the cultural perspectives and experiences of others.

Culturally responsive will mean the inclusion of students' and of staffs' cultural references in all aspects of learning, school experiences, and student and staff engagement.

Diversity/Educational Equity Action plan will mean the steps education stakeholders in a school engage in to pursue equity.

Educational equity audit will mean a comprehensive equity and inclusion benchmarking instrument that assesses a school's barriers to opportunity and progress towards achieving the equity outcomes described in this policy and the district's Diversity/Educational Equity Action Plan.

Equity lens will mean an intentional focus on assessing any inequitable impact the execution of a program, practice, operation, decision or action may have on a student or group of students and/or on individual staff or a group of staff.

Explicit bias will mean the actions, attitudes and beliefs we have about a person or group on a conscious level.

Gender, for purposes of this policy, will mean the range of characteristics pertaining to, and differentiating between, masculinity and femininity, including a person's gender identity and gender expression which includes a person's internal sense of being male, female, some combination of male and female or neither male nor female.

Implicit bias will mean the actions, attitudes or stereotypes that affect our understanding, actions and decisions in a subconscious manner.

Inclusion will mean acknowledging, engaging, valuing, and respecting all groups (students, parents/guardians, community members, administrators, instructional and support personnel and other education stakeholders) and including all groups as essential partners in the education process.

Multi-tiered systems of support (“MTSS”) will mean the standards-aligned, comprehensive school improvement framework used to provide targeted support for all learners. It is rooted in supporting the “whole child”, whether an advanced or struggling learner, through academic, behavioral, social and emotional services.

Opportunity gaps will mean the disparities in the delivery of educational and extracurricular opportunities, funding and other resources between and among different student and/or staff groups, leading to different academic, extracurricular, social and economic outcomes for students.

School climate will mean the quality and character of school life based on patterns of students', parents'/guardians' and school personnel's experience; it also reflects norms, goals, values, interpersonal relationships, teaching and learning practices and organizational structures.

Authority

The Board is committed to the provision of an equitable education system that reflects the principles of fairness and justice for all students and staff regardless of gender, race, ethnicity, socio-economic status, English learner status, disability, and other characteristics, as well as the intersection of those characteristics. An established Diversity, Equity, and Inclusion (DEI) Director will carry out the initiatives and goals of the policy.

Delegation of Responsibility

The CEO and/or designee(s) will use an equity lens and quantitative and qualitative data to assess systematically which students and/or student groups are experiencing the least achievement, determine why, and target resources and efforts to address identified needs and improve overall outcomes.

Each school employee will be expected to conduct themselves in a manner consistent with the principles of this policy and for fostering a school climate that is equity focused and culturally responsive. Employees will receive supports in the form of training regarding cultural competency, cultural proficiency, cultural responsiveness, implicit bias, explicit bias, diversity and inclusion.

Educational Equity Audit

The CEO or designee(s) will periodically conduct an audit to benchmark educational equity in school-wide achievement and opportunities. Pennwood's Educational Equity Audit will help identify clear accountability goals and metrics to address inequities. The Educational Equity Audit will be reflective of the voices of administrators, teachers, staff, students, families, and members of the community.

The Educational Equity Audit will ensure performance observations encompass consideration of the expectations and goals of this policy.

Educational Equity Action Plan:

1. Will embed equity practices throughout Pennwood's educational system.
2. Will include equity goals and practices embedded in Pennwood's comprehensive planning strategies.
3. Ensure personnel performance observations encompass consideration of the expectations and goals of this policy.
4. Include action steps and accountability measures to raise the achievement of all students while minimizing the gaps for historically disadvantaged student groups.

Guidelines

Educational equity will serve as the foundational structure upon which all aspects of Pennwood's educational system are built and maintained. An equity-focused structure is essential to grow knowledge and skills, provide necessary resources, include diverse voices, promote accountability, implement effective practices, produce partnerships and address barriers to learning and participation. In the pursuit of educational equity for all students and staff, school programs, operations and functions will be structured to prioritize the following guiding principles:

Multiple Pathways to Success/High Expectations

Charter School will provide multiple pathways to success in order to meet the needs of the diverse student body and will actively encourage, support and expect high academic achievement and excellence from each student. All students will be encouraged and provided opportunities to pursue their goals and interests without regard to biases and other barriers.

- Enroll in challenging programs.
- Participate in school activities and interscholastic athletics.
- Access to equitable resources.
- Linguistic diversity.

Each student will be provided equitable access to instructional materials, assessments, curriculum, support, facilities, teaching practices and other educational resources and services that reflect an appreciation for the diverse cultural perspectives, identities and needs of students and their families by strategically differentiating allocations as necessary to remove barriers and improve outcomes.

Welcoming and Inclusive Environment

Charter School will strive to create a welcoming, inclusive and bias-free culture and environment that values, reflects and is responsive to the diversity of the students, of their families, of the staff, and of the community.

Respectful and civil discourse and interactions among all school leaders, staff, students, families and community members will be expected at all times.

Partnerships and Inclusion

Charter School will welcome and empower students and families, including families of color, low-income families, individuals with disabilities, individuals whose first language may not be English and other underrepresented groups, as essential partners in their student's educational experiences, school planning and decision-making. Charter School will provide multiple and flexible opportunities for dialogue and engagement with families and communities.

Data Focused

To make informed decisions in the pursuit of educational equity, Charter School will systematically use quantitative and qualitative school-level data. Such data may include anecdotal information from teachers and staff, as well as formally collected and reported data. Data will be disaggregated and intersected, where feasible, based on available demographics such as gender, race, ethnicity, socio-economic status, English Learner status and disability as to:

- Enrollment;
- Achievement indicators;
- Attendance and behavior indicators;
- Opportunity indicators such as attending advanced placement classes, honors classes, career and technical education and participation in extracurricular activities;
- Experience and sense of belonging indicators which may include school climate and culture surveys.

Equity Lens

Charter School will, as a continuous practice, review current and newly developed policies, administrative guidelines, practices, programs, procedures, professional development and locally controlled budget allocations with an equity lens.

Cultural Competency & Proficiency

Charter School will provide instructional materials and assessments and promote teaching practices that reflect and are responsive to the diverse cultural perspectives and identities of students and their families. Every student should have access to the educational resources and rigor they need at the right moment in their education across race, gender, ethnicity, language, disability, religion, sexual orientation, gender identity, family background and/or family income.

Charter School's curriculum will:

- Promote equity and respect.
- Reflect the distinctive contributions of a diverse society.
- Embed culturally responsive teaching and practices.

Workforce Diversity

Charter School recognizes the benefits of a highly effective workforce that reflects racial, gender, and linguistic diversity.

In the promotion of workplace diversity, the Charter School will strive to:

- Maintain an employment process that is free of discrimination and bias.
- Identify and address barriers to the recruitment, hiring, retention, development and promotion of district employees from diverse backgrounds.
- Actively recruit and/or promote highly qualified candidates who are committed to educational equity.

Professional Development

Charter School will ensure the provision of professional development opportunities for advancement of employees' understanding and skill sets relative to addressing barriers to students' opportunities. An equity lens will be embedded in all professional development. The timing of professional development will be respectful of and will recognize the diverse needs of staff and will not be scheduled on days or at times that require staff to choose between participating and pursuing their religious or cultural beliefs.

Professional development will foster the skills, knowledge and beliefs to cultivate equity, including social-emotional learning and mental health/wellness to create a learning environment that is student-centered and meets the individual and diverse needs of students.

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English Learners

An EL Lead Teacher will implement the Sheltered Instruction Observation Protocol (SIOP®) as the framework for language acquisition lesson design for direct instruction to ELs. Teachers will participate in professional development sessions to increase their knowledge of practice and implementation of this instructional model. The SIOP® framework will ensure that teachers design lessons to make grade level content accessible for ELs while developing their academic language skills in content area classes. ELs will be provided with additional supplementary instructional support software and progress monitoring throughout the school year.

Pennwood Cyber Charter School will utilize the third edition of Pearson's New Cornerstone and New Keystone as the basis for its EL instructional curriculum. Once identified as an EL, a student will receive support based on English proficiency via LiveLesson sessions by a certified EL teacher. Instruction will be aligned to standards based on scientific research for English acquisition in reading, writing, listening, and speaking.

Pennwood will designate an EL Lead Teacher, who will work with content teachers, Learning Coaches, and students to ensure material is adapted and accessible for all ELs. The EL Lead Teacher will maintain student files, consult with Learning Coaches, provide direct instruction to ELs via LiveLesson sessions and telephone calls, conduct progress monitoring throughout the school year, create and implement targeted interventions based on the data from progress monitoring, monitor exited ELs for academic progress using state-specific criteria, and comply with state and federal law pertaining to ELs. Pennwood Cyber Charter School staff will have access to Pearson's EL experts who will support the school and its efforts to identify and educate English Learners.

Identifying English Learners

Pennwood Cyber Charter School will follow state procedures and will use required criteria and procedures to identify ELs. Incoming families will complete the Home Language Survey (HLS) that includes questions such as those below and will be retained in the student's record.

- Is a language other than English used in the home?
- Did the student have a first language other than English?
- Does the student most frequently speak a language other than English?

If the HLS indicates a response to any questions that a language other than English

is used, the student will be considered as a potential English learner until the English proficiency assessment is completed. Every student who answered “yes” to one of the HLS questions will also have cumulative records reviewed to determine any prior EL instruction and services. Additionally, a family interview will be completed by Pennwood Cyber Charter School. In order to identify if a student qualifies as an EL, the school will use a screener: Kindergarten W-APT and WIDA Screener (Online or Paper) for grades 1-12 to assist in the identification of students who may be ELs. Pennwood will notify parents/guardians of the initial screening results and program placement decisions within 30 days of the beginning of the school year or within two weeks if the student enrolls during the school year. If there is a delay in assessing the student, this will be documented in the student’s file to include the reason for the delay, evidence that the student is accorded the programming required for ELs pending the delay, and a specific timetable for completing the assessment. This documentation will be mailed to the parents in the language they understand. A copy will be retained in the student’s files.

Pennwood will consider at least two of the following criteria in addition to the language assessment scores to develop a plan for each EL, often called the Individualized Language Plan (ILP):

- Extent and nature of prior educational or academic experience, social experience, and/or a student interview;
- Recommendations and observations by current and previous instructional and supportive services staff;
- Level of mastery of basic competencies or skills in English and native language according to local, state or national criterion-referenced standards;
- Grades from the current or previous years; or
- Other assessment results.

Any determinations by the EL Committee (recommended participants are the EL Lead Teacher, parent and general education teacher—preferably the Language Arts teacher) will be contained in a written evaluation with a narrative description of the basis for the decision and will be placed in the ILP. The ILP will be implemented to address the student’s English language needs and will be maintained in the student’s file.

Each EL will be further assessed in academic areas to aid the student’s teachers in developing an appropriate instructional program. Pennwood will take previous experiences into account in planning and providing appropriate instruction to such students. Students with an EL classification will be placed in the appropriate English Language Arts course and core subject area courses based on their assigned grade

level.

Any teacher, administrator, parent, or parent's designee may request a review of the student's progress in attaining necessary subject area competencies or in overcoming persistent deficiencies in overall student performance. The EL Lead will make initial recommendations for appropriate accommodations in the student's programming to address problems identified and will document such accommodations in the student's ILP. Pennwood will also inform parents of the rights to opt out of EL services. Although parents may choose for their student not to participate in the language programs, Pennwood will still be required to ensure that the students' language and academic needs are being met. The School will have the EL Lead explain to the parent, in a language parents understand:

- The range of language programs and services that the child could receive, the methodology Pennwood plans to employ to address the student's educational needs and the qualifications of teachers and any others who would be employed in teaching the student;
- The benefits likely to be gained by being enrolled in an EL program and receiving services;
- Pennwood Cyber Charter School will not require students to be assigned to programs specifically designated for ELs, or schools containing such programs, in order to receive EL services; and
- All students who qualify for but opt out of EL services must still participate in the annual EL assessment until they meet the state-required exit criteria.

Ensuring English Learners Have Equitable Access

Once identified as an EL, a student will receive support based on English proficiency via LiveLesson sessions by a certified EL teacher. Instruction will be aligned to standards grounded on scientific research for English acquisition in reading, writing, listening, and speaking.

Pennwood will designate an EL Lead Teacher, who will work with content teachers, Learning Coaches, and students to ensure material is adapted and accessible for all EL students. The EL Lead Teacher will maintain student files, consult with Learning Coaches, provide direct instruction to EL students via LiveLesson sessions and telephone calls, conduct progress monitoring throughout the school year, create and implement targeted interventions based on the data from progress monitoring, monitor exited EL students for academic progress using state-specific criteria, and comply with state and federal law pertaining to EL students.

Pennwood staff will have access to Pearson's EL experts who will support the school and its efforts to identify and educate EL students. All EL students will

participate in the state's annual language proficiency assessment, ACCESS for ELs®. The English proficiency annual assessment takes place in spring. The EL teacher will coordinate in-person testing of EL students at various locations across the state within the established timeframe for Pennsylvania. These annual test results will help determine continued program placement and allow teachers to adapt content to individual student needs. All mandated state tests will be administered to EL students as required by law.

Communicating with English Learners' Families

Pennwood Cyber Charter School will provide parent notifications both in English and in the parent's preferred language, upon request, to the extent feasible. Pennwood will continue to notify parents/guardians of the assessment results annually and continued participation in or exit from the EL program.

Monitoring and Evaluating the Progress and Success of EL Students

When a student demonstrates proficiency, a school-based team consisting of the EL Lead Teacher, student's content teachers, and the parent/guardian will decide whether the student continues to require EL instruction. Multiple factors are considered, including current ACCESS for ELs® or other state-required annual assessment testing results, academic performance, state test results, teacher feedback, and parental input.

If the team determines that the student is English proficient and can successfully perform in classes without significant language support, he or she will be reclassified and moved to the monitoring stage. The school will monitor EL students for academic progress using state-specific criteria for two years after exiting the program.

Additional supports are provided as deemed necessary. For example, for re-designated elementary grade students, the school's EL team pays particular attention to students flagged for Tier II and Tier III interventions. For re-designated students in middle school and high school, the EL team pays particular attention to the list of students who are in "escalation" status.

Teachers

The EL Lead Teacher and EL Teachers will maintain student files, screen new students for eligibility of EL services, provide instructional consultation to Learning Coaches, provide direct instruction to EL students via LiveLesson sessions and phone calls, coordinate instructional planning and evaluation with the core content teachers to provide meaningful access to instruction in all content areas, conduct progress monitoring throughout the school year, create and implement targeted interventions based on data from progress monitoring, administer the annual EL assessment

ACCESS for ELs®, monitor exited EL students for academic progress using state-specific criteria for two years, and stay current on state legislation pertaining to EL students. Qualifications include being highly qualified to teach English Learners (appropriate to grade level responsibilities) in Pennsylvania; ESOL endorsement or certification required; experience directly teaching English Learners; bilingual preferred; strong technology skills; excellent communication skills, both oral and written; willingness to travel for school-based meetings, trainings, outreach and state testing events; ability to work remotely; and ability to work some occasional evening hours, as needed to support some families.

Pennwood Cyber Charter School

Board of Trustees

ENROLLMENT POLICY

The Board of Trustees of Pennwood Cyber Charter School ("Charter School") recognizes that its enrollment policy must reflect current requirements of the Pennsylvania Public School Code and 22 Pa. Code, Chapter 11, the Pennsylvania Charter School Law at 24 P.S. §17-1723-A, Pennsylvania Public School Code, and Pennsylvania Department of Education's ("PDE") Basic Education Circulars on Enrollment of Students and Charter School Law. Therefore, the Charter School, as a public charter school, complies with these enrollment procedures to ensure that both resident and eligible non-residents are promptly enrolled through the policy provisions set forth below.

Every child of school age who is a resident of a Pennsylvania school district is entitled to a public school education. Resident students include those residing with their parent(s) and eligible non-resident students include those living with a Pennsylvania school district resident who is supporting the child gratis and nonresident children living in facilities or institutions and seeking enrollment. Once the required enrollment documentation described below is provided, the Charter School must enroll children and permit them to attend school. A child should be permitted to attend school on the next school day after the day on which the child is presented for enrollment, and in all cases within five (5) business days of the Charter School's receipt of the required documents, if a space exists pursuant to the school's Admission/Lottery Policy.

Except when a child is homeless, whenever a child of school age is presented for enrollment by a parent(s), a Pennsylvania school district resident, or any other person having charge or care of the child, the Charter School shall require that the following information be documented before enrolling the child and allowing the child to attend school:

1. Proof of the child's age

Any one of the following constitutes acceptable documentation: birth certificate; notarized copy of birth certificate; baptismal certificate; copy of the record of baptism - notarized or duly certified and showing the date of birth; notarized statement from the parents or another relative indicating the date of birth; a valid passport; a prior school record indicating the date of birth.

2. Immunizations required by law

Acceptable documentation includes: either the child's immunization record, a written statement from the former school district or from a medical office that the required immunizations have been administered, or that a required series is in progress, or verbal assurances from the former school district or a medical office that the required immunizations have been completed, with records to follow.

3. Proof of residency

Acceptable documentation includes: a deed, a lease, current utility bill, current credit card bill, property tax bill, vehicle registration, driver's license, or Department of Transportation identification card. While more than one form of residency confirmation may be required, the Charter School should be flexible in verifying residency, and should consider what information is reasonable in light of the family's situation. See the paragraph on Homeless Students for guidance in that situation. (Also see attached Residency Affidavit.) Parents/Guardians must continue to provide the Charter School with residency information after enrollment when residency changes or may be questioned to ensure that Parents/Guardians comply with applicable residency requirements as Pennsylvania residents and/or if Student becomes a resident of a school district other than the one when originally enrolled.

4. Parent Registration Statement

A sworn statement attesting to whether the student has been or is suspended or expelled for offenses involving drugs, alcohol, weapons, infliction of injury or violence on school property must be provided for a student to be admitted to any school entity. The Charter School may not deny or delay a child's school enrollment based on the information contained in a disciplinary record or sworn statement. (See Charter School Enrollment Forms on School website for Parent Registration Statement).

During the enrollment process and prior to admission to a charter school, the parent, guardian, or person having control of a student shall provide a sworn statement stating whether the student was previously or is presently suspended or expelled from any public or private school for any offense involving weapons, alcohol or drugs, or for the willful infliction of injury to another person or for any act of violence committed on school property. The school from which the student was suspended or expelled and the dates of suspension or expulsion must be provided. Any willful false statement shall be a misdemeanor of the third degree.

5. Home Language Survey

All students seeking first time enrollment in a school shall be given a home language survey in accordance with requirements of the U.S. Department of Education's Office for Civil Rights. Enrollment of the student may not be delayed in order to administer the Home Language Survey.

Act 110 Requirement

In Pennsylvania, K-12 public schools are required to remove, transfer or reassign students who are adjudicated delinquent or convicted of sexual assault when the offending student and the victim are enrolled in the same school. With regard to enrollment of students, this amended section of the Public School Code requires:

(g) Prior to admission to a public school entity, the parent, guardian or other person having control or charge of a student **shall**, upon registration, provide a sworn statement or affirmation stating whether the student was previously or is presently expelled under the provisions of this section. The registration shall include the name of the school from which the student was expelled with the dates of expulsion and shall be maintained as part of the student's disciplinary record. Any willful false statement made under this subsection shall be subject to 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities). See Act 110 Statement below.

Sexual assault includes any of the offenses specified under the following provisions of 18 Pa.C.S. (relating to crimes and offenses) relating to rape, statutory sexual assault, involuntary deviate sexual intercourse, sexual assault, aggravated indecent assault, and indecent assault.

Documents Which May Be Requested but Not As a Condition of Enrollment - Items Which May Be Requested

Although the Charter School may ask for any of the information below, the Charter School may not require it as a condition of enrolling or admitting a child and a child's enrollment or attendance may not be delayed until these documents are provided. Among the documents that the Charter School may request are: picture identification, health or physical examination records, academic records, attendance records, Individualized Education Program, and other special education records. In addition, a school district may not require that a physical examination be conducted as a condition of enrollment.

Registration Form

A registration form, filled out by families for student enrollment, may include the following: name, address, telephone number, name of parent(s) or guardian(s) or resident adult(s) with whom the student is living, emergency contact information, former school information, and other locally required information. Failure to complete this form will not be made a condition of the student's enrollment.

Documentation Required from Other Sources

The Charter School is also entitled by law to receive information on an enrolling student from the previous school, public, charter, nonpublic or private, which the student attended. However, the provision of this information rests with the educational entity and not the family, and so, the Charter School, as the receiving local educational agency, will not require this information as a precondition to enrollment and will not delay a student's admission for lack of this information.

Student Education Records

Upon enrollment, the Charter School contacts the student's former school for a copy of the student's education records. The former school district or charter school, if within this Commonwealth, is required to respond by forwarding the records within 10 business days of the date upon which a student's records are requested by the Charter School. School districts shall enroll students within 5 business days regardless of receipt of records from the previous districts.

Disciplinary Records

Whenever a pupil transfers to another Pennsylvania school entity or nonpublic school, a certified copy of the student's disciplinary record shall be transmitted to the school entity or nonpublic school to which the pupil has transferred. The school entity or nonpublic school to which the student has transferred should request the record. The sending school entity or nonpublic school shall have 10 days from receipt of the request to supply a certified copy of the student's disciplinary record. Failure to receive the student's discipline record cannot be used to deny or delay the student's enrollment or school attendance.

Prohibited Requests - Items Which May Not Be Requested

For both enrollment and also for residency determinations, the Charter School will not request or require any of the following: a social security number; the reason for a child's placement if not living with natural parents; a child's or parent's visa; agency records; or, except in the limited circumstances described in the next section, a court order or records relating to a dependency proceeding. A child's right to be admitted to school may not be conditioned on the child's immigration status. The Charter School will not inquire as to the immigration status of a student as part of the admissions or residency process.

Student Classifications for Education Entitlement

- **Resident Students and Court Orders or Custody Agreements**

The Charter School may require a parent/guardian to provide a custody or dependency order when the child is being enrolled at the Charter School pursuant to parent relying on court order or custody agreement as the basis for enrollment. The Charter School will not require a custody order or agreement as a condition of enrollment in any circumstances other than the circumstance specified above. (See attached Affidavit of Custody).

- **Students Living With a Resident Adult other than a Parent**

When a child is living with an adult other than a parent, who is supporting the child without personal compensation, (gratis) the child may attend the public schools of that adult's school district, provided that resident makes application and supplies the required enrollment information noted in the section entitled Required Enrollment Documentation. In addition, before accepting the child as a student, the Charter School shall require the resident to file **only one** of the following:

1. **A sworn and notarized statement** from the resident of the school district indicating that the signer is a resident of the school district, is supporting the child without receiving personal compensation, that the child is living with the resident continuously and not just for the school year, and that the resident will accept all responsibilities relating to the child's schooling (See Charter School Enrollment Forms on School website for section 1302 Statement., **or**

2. **Appropriate legal documentation to show dependency or guardianship**, which may include a custody order. The Charter School may require other information to be submitted by the resident to substantiate the sworn statement. The natural parent(s) or former guardian(s) of the student may not be required to provide information. Once the requested information is provided, the Charter School will enroll the child and permit him or her to begin to attend school without delay, but in no case more than 5 days. (See attached Affidavit of Support), if a space exists pursuant to the school's Admission/Lottery Policy.

A resident's receipt of payments, such as Supplemental Security Income (SSI), Transitional Assistance for Needy Families (TANF), pre-adoptive or adoptive support, maintenance on public or private health insurance, support from the military or military personnel or other payments for or on account of the child such as child support, shall not be deemed to be personal compensation or gain.

- **Foster Children**

Students who are "awaiting foster care placement" are no longer considered homeless for purposes of the McKinney-Vento Education for Homeless Children and Youth ("EHCY") program. The deletion of "awaiting foster care placement" went into effect on December 10, 2016. (Section 725(2)(B)(i)).

- **Nonresident Children Living in Facilities or Institutions**

A child living in a district in which there is located a licensed shelter, group home, maternity home, residence, facility, orphanage or other institution for the care or training of children or adolescents, shall be admitted to that district's schools if living at or assigned to the facility or institution. If the school district or residence of a child living at or assigned to a facility or institution cannot be determined, but the child is determined to be a resident of the Commonwealth, the child shall be permitted to attend the public schools of the district. This includes a child placed by the child's resident parents or guardians at a facility or institution and subsequently abandoned or deserted.

- **Emancipated Minors**

An emancipated minor is a student under the age of 21 who has established a domicile apart from the continued control and support of parents or guardians or who is living with a spouse. The school district in which this student is living is his or her resident school district and the student may enroll at Charter School without any additional assistance from an adult.

- **Homeless Students**

The Charter School will ensure that each child of a homeless individual and each homeless youth have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth. Homeless students may reside in shelters, hotels, motels, cars, tents or be temporarily doubled-up with a resident family because of lack of housing. In the case of homeless students, traditional concepts of "residence" and "domicile" do not apply. Homeless children and youth lack a fixed, regular, and adequate nighttime residence. Included within the definition of homeless children and youth are those who meet the definition of "unaccompanied homeless youth" pursuant to the Mc-Kinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 *et seq.*).

Unaccompanied homeless youth may enroll without documents and without the help of an adult. Unaccompanied homeless youth includes any child who is "not in the physical custody of a parent or guardian." Falling within this definition are students who have run away from home, been thrown out of their home, or been abandoned or separated from their parents or guardians.

Youth awaiting foster care placement include those who are placed in emergency, interim or respite foster care; kinship care; evaluation or diagnostic centers or placements for the sole purpose of evaluation. When necessary, Charter School administration will consult with the respective county children and youth agencies to determine if a child meets the definition of "awaiting foster care placement", including,

on a case-by-case basis, whether a child who does not clearly fall into one of these categories is nevertheless a child "awaiting foster care placement."

Homeless youth are entitled to immediate enrollments, if a space exists pursuant to the Admissions/Lottery Policy and their families are not required to prove residency regarding school enrollment. These students are considered residents of the district where they are presently residing, or continue their education in the district of prior attendance.

- **Pre-Adoptive and Adoptive Students**

The Federal Adoption Assistance Program, among other things, provides for adoption assistance payments to encourage the placement of certain hard-to-place children with adoptive parents. Pennsylvania has adopted companion legislation, known as the Adoption Opportunities Act. Children living with pre-adoptive parents who are receiving adoption assistance subsidies, pre-adoptive foster payments, or other payments such as Supplemental Security Income (SSI) or Transitional Assistance for Needy Families (TANF), are entitled to attend school in the school district in which the pre-adoptive parents reside. Notwithstanding receipt of any of the above payments, children living in pre-adoptive situations are considered residents of the school district in which their pre-adoptive parents reside. Children living with adoptive parents are entitled to all free school privileges accorded to resident school children of the respective school district.

- **School-Age Children of Military Personnel**

When Pennsylvania residents who are military personnel are deployed and their school age children are living with relatives or family friends in a school district for that period of time, the students are entitled to attend school in the school district in which they are residing.

Other Issues Related to Enrollment

- **Address Confidentiality Program (ACP)**

Some families may enroll a student using an ACP card, which lists a post office box as their address. This is their legal address and the Charter School will not require additional information about their residence. School records from the student's former school will be forwarded through the ACP.

- **Age**

Children are considered school age from the time they are admitted to the public school educational program until graduation from high school or the age of 21 if identified pursuant to the Individuals with Disabilities Education Act of 2004. The Charter School will not refuse admission to a child who meets the age requirement. Students who turn 21 during the school term are entitled to finish that school term. If a student is under

age 21 and has a Graduation Equivalency Diploma (“GED”), the student can enroll in school and work towards a diploma. For subsidy purposes, students who reach age 21 after the school term begins are eligible to be counted for the entire school term. The Department of Education will accept requests to allow students to be counted in membership for subsidy purposes for an extended school program beyond age 21 if the request includes a hearing officer decision or court order.

- **Children and Families with Limited English Proficiency**

Children and families with limited English proficiency will be provided translation and interpretation services to the extent needed to help the family understand the enrollment process and enroll the student in school promptly per applicable federal law.

- **Twins and Multiple Siblings**

While the Public School Code provision governing twins and multiple siblings is not applicable to charter schools pursuant to the Pennsylvania Charter School Law, the Charter School will use the Public School Code provision for guidance in such situations in conjunction with consultation with the Charter School’s legal counsel.

Submitting Enrollment Complaints to the Department Of Education

When a dispute arises regarding enrollment of a student, the person attempting to enroll the child or the Charter School may bring the dispute to the attention of the Department’s School Services Unit. A complaint may be filed by mail, email or by phone with written follow up. After receipt of a complaint, a Department representative will contact the Charter School, family or other involved parties to determine the facts, whether the child is entitled to enrollment at the Charter School and to try to resolve the problem. These contacts, whenever possible, will occur within five (5) days of receipt of the complaint. If the complaint is not amicably resolved, a written determination will be made and sent to the Charter School and the individual who filed the complaint.

If the Charter School does not enroll the student within five (5) school days after receiving the written determination and space exists pursuant to the school’s Admissions/Lottery Policy, the Department will issue a letter to the Charter School requesting its position on the situation. The Charter School will have five (5) school days to respond to the request. If the Charter School refuses to enroll the student or does not respond, the matter will be forwarded to the Department’s Office of Chief Counsel (OCC). The OCC and the Deputy Secretary for Elementary/Secondary Education will determine if the Charter School’s response is valid to deny enrollment. If not, the Deputy Secretary will determine what additional measures may be necessary to assure enrollment.

Written Policies

The Charter School's written policy on student admission is a public record and will be posted to the school's website.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

Pennwood Cyber Charter School

Federal Programs Procedures Manual

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Introduction

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

Hierarchy of Authority

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

Revisions

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

Documentation

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

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

Training

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

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

Financial Management System and Procedures

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

Financial Management Standards

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

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

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

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

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

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

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

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

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

Overview of the Financial Management/Accounting System

Microsoft Dynamics GP (“the System”) is considered the “official” accounting system. Under 2 C.F.R. 200.302, federal and state awards are maintained in the System with the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity. Federal awards are grouped based on the Federal awarding agency. School Financial Services (SFS) also uses internal mechanisms (such as a spreadsheet) to monitor grant revenues, expenditures, and budgetary compliance.

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

Budgeting

Before Receiving the Grant Award Notice (GAN):

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

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

Reviewing and Approving the Budget:

The grant budget and all other required information is entered into the granting agency’s required application by the School and/or FPS. The grant application is reviewed by the school and FPS for overall accuracy of the information provided, including technical review for coding and calculations. Any financial data in the application (e.g., maintenance of effort data) is completed by SFS. The Chief Executive Officer (CEO) or designee (e.g., Title I Coordinator) has the final review and approval of the grant application prior to submission. Once approved by the CEO or designee, the application is submitted by the deadline specified by the granting agency. FPS maintains the final approved budget and application.

Review of applications is tracked via the school's Educational Management System (EMS) to ensure that all required parties are given an opportunity to provide input and feedback before application materials are submitted.

Receiving the GAN

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

Amending the Budget

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

Budget Control

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

Accounting Records

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

Spending Grant Funds

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

Direct and Indirect Costs

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

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

Allowability of Costs

Overview

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

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

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

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

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

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

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

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

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

Allocable to the federal award

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

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

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

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

Helpful Questions for Determining Whether a Cost is Allowable

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

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

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

Selected Items of Cost

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

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

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

Item of Cost	Citation of Allowability Rule
Advertising and public relations costs	2 CFR § 200.421
Advisory councils	2 CFR § 200.422
Alcoholic beverages	2 CFR § 200.423
Alumni/ae activities	2 CFR § 200.424
Audit services	2 CFR § 200.425
Bad debts	2 CFR § 200.426
Bonding costs	2 CFR § 200.427
Collection of improper payments	2 CFR § 200.428

Commencement and convocation costs	2 CFR § 200.429
Compensation – personal services	2 CFR § 200.430
Compensation – fringe benefits	2 CFR § 200.431
Conferences	2 CFR § 200.432
Contingency provisions	2 CFR § 200.433
Contributions and donations	2 CFR § 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435
Depreciation	2 CFR § 200.436
Employee health and welfare costs	2 CFR § 200.437
Entertainment costs	2 CFR § 200.438
Equipment and other capital expenditures	2 CFR § 200.439
Exchange rates	2 CFR § 200.440
Fines, penalties, damages and other settlements	2 CFR § 200.441
Fund raising and investment management costs	2 CFR § 200.442
Gains and losses on disposition of depreciable assets	2 CFR § 200.443
General costs of government	2 CFR § 200.444
Goods and services for personal use	2 CFR § 200.445
Idle facilities and idle capacity	2 CFR § 200.446
Insurance and indemnification	2 CFR § 200.447
Intellectual property	2 CFR § 200.448
Interest	2 CFR § 200.449
Lobbying	2 CFR § 200.450
Losses on other awards or contracts	2 CFR § 200.451

Maintenance and repair costs	2 CFR § 200.452
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454
Organization costs	2 CFR § 200.455
Participant support costs	2 CFR § 200.456
Plant and security costs	2 CFR § 200.457
Pre-award costs	2 CFR § 200.458
Professional services costs	2 CFR § 200.459
Proposal costs	2 CFR § 200.460
Publication and printing costs	2 CFR § 200.461
Rearrangement and reconversion costs	2 CFR § 200.462
Recruiting costs	2 CFR § 200.463
Relocation costs of employees	2 CFR § 200.464
Rental costs of real property and equipment	2 CFR § 200.465
Scholarships and student aid costs	2 CFR § 200.466
Selling and marketing costs	2 CFR § 200.467
Specialized service facilities	2 CFR § 200.468
Student activity costs	2 CFR § 200.469
Taxes (including Value Added Tax)	2 CFR § 200.470
Termination costs	2 CFR § 200.471
Training and education costs	2 CFR § 200.472
Transportation costs	2 CFR § 200.473
Travel costs	2 CFR § 200.474

Trustees	2 CFR § 200.475
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It is possible for the state, granting agency, and/or School to put additional requirements on a specific item of cost. Under such circumstances, the stricter requirements must be followed for a cost to be allowable. Accordingly, employees must consult federal, state and School requirements when spending federal funds. For example, often the state’s travel rules are more restrictive than federal rules, which mean the state’s policies must be followed.

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

Frequent Types of Costs

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

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

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

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

All travel reimbursements are made according to state travel regulations and the School’s established travel policies. A copy of the travel policy is available upon request. No public funds shall be expended for the purchase of alcoholic beverages.

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

Cash Management Policy/Procedures

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

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

Payment Methods

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

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

Advances: To the extent the School receives advance payments of federal grant funds, the School will strive to expend the federal funds on allowable expenditures as expeditiously as possible. The School may hold federal advance payments in interest-bearing accounts, unless an unallowable exception applies. The School will begin to calculate interest earned on cash balances once funds are deposited into the School’s account. Interest will be calculated periodically. The School can maintain up to \$500 of interest earned per year and will remit any amounts over \$500 in interest earned to the grant agency.

Timely Obligation of Funds

When Obligations are Made

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

If the obligation is for:	The obligation is made:
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Acquisition of property	On the date which the School makes a binding written commitment to acquire the property
Personal services by an employee of the School	When the services are performed
Personal services by a contractor who is not an employee of the School	On the date which the School makes a binding written commitment to obtain the services
Public utility services	When the School receives the services
Travel	When the travel is taken
Rental of property	When the School uses the property
A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR part 200, Subpart E- Cost Principles.	On the first day of the project period.

Period of Performance of Federal Funds

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

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

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

Carryover

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

available under the same program at the same time. Again, if state timeframes differ from the federal rules, the state rules take precedence.

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

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

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

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

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

Program Income

Definition

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

Use of Program Income

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

1. The default method for the use of program income for the School is the deduction method (2 C.F.R. § 200.307(e)). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the School is otherwise directed by the federal awarding agency or pass-through entity (2 C.F.R. § 200.307(e)(1)).
2. The School may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award (2 C.F.R. § 200.307(e)(2)). Should the addition method be used, the request to the granting agency is processed by SFS.
3. The School may also use the program income to meet matching requirements.

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

Procurement System

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

Pearson Virtual School's Purchasing Department ("Purchasing") maintains the purchasing procedures to ensure full compliance with EDGAR and UGG.

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

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

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

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

Federal Procurement System Standards

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

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

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

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

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

Prior to completing the purchase order, the Office Manager will review the SAM or other official website to ensure that the selected vendor has not been debarred or suspended. There will be check box on the Purchase Order where the Office Manager will verify with a checkmark that they have reviewed and confirmed the vendor is not debarred or suspended.

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

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

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

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

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

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

General Provisions

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

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

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

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

All purchases or contracts over Five Thousand (\$5,000) dollars must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. Documentation of comparable bids shall be attached to all check and purchase order requests showing that at least two (2) vendors were contacted and such documentation shall be maintained in accordance with the retention policies for temporary fiscal records. If specialty goods are not available through multiple vendors, documentation may include this information in lieu of a cost comparison.

The CEO may purchase supplies, materials, equipment, and services up to the amounts specified in the approved budget or per an approved Board action, while ensuring the above procedures are followed.

For all contracts, as part of its procurement and contract standards, the School shall:

- Maintain a copy of a signed contract, agreement, or purchase order for services to be performed.
- Describe the conditions under which the contract or agreement may be terminated, including the basis for settlement, for all contracts in excess of \$50,000.
- Document the rationale and procedure used for selecting the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price, e.g. in the Board meetings' minutes. Rationale may include, but not be limited to, consideration of the following factors in selecting contractors and consultants: ability to perform successfully under the terms and conditions of the proposed contract, demonstrated competence, qualifications, experience, and reasonableness of costs, integrity, compliance with public policy, record of past performance, and financial and technical resources.

- Use price as the primary criterion for purchasing all goods and services, when all other factors are equal.
- Contract only with individuals not employed by the School unless otherwise approved by the Board.
- Require that no employee, officer or agent of the School shall participate in the selection, award or administration of a contract where conflicts of interest, real or apparent, are involved.
- Maintain records on the services performed, including but not limited to, the date the service was performed and the purpose of the service, and ensure that the services are consistent and satisfactory with those described in the signed contract/purchase order.
- Make payments only after the service is performed, unless any other payment structure is necessary, and prior approval is obtained from the Board.

All orders or contracts should be awarded to the lowest responsible bidder; however, consideration is given to:

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

Competitive Bids

Competitive bids are not required for items purchased by the School through CE's bulk purchasing. CE follows applicable Federal and State statutes, Board policies, and administrative procedures when procuring bulk purchase items and services for use by the School.

Competitive bids are required for most purchases over \$10,000.

Single Source Purchases

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

1. The vendor was the original provider of services/projects (e.g., continuation of services/programs);
2. The vendor has experience with similar projects at other Pearson affiliated partner schools/knowledge of theseProgram;
3. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the school;
4. The vendor has demonstrated expertise;
5. The vendor has the capacity and willingness to respond to an emergency situation; a public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
6. After solicitation of a number of sources, competition is determined inadequate.

CONTRACTS

Time and Materials Contracts

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

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

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

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

Purchasing

Cash Disbursements

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

Internal controls and segregation of duties ensure proper management of the disbursement and void processes. Disbursements are performed by the Accounts Payable (AP) Department at PVS or by the appropriate school support staff (e.g., Office Manager) and must be authorized by valid approvers prior to being released to vendors. The bank statements are reconciled on a monthly basis and voids are processed by the Accounting Department.

The school will develop and maintain simple check request and purchase order forms to document the authorization of non-payroll expenditures. Proposed expenditures that are not pre-approved via Board action of a contracted amount should be approved by the CEO or school-level designee, who will review to determine whether it is consistent with the Board-adopted budget. An approved signer on the account, typically the CEO, will sign or otherwise approve purchase orders, check request forms, credit card expenses, or invoices. All checks or purchase orders over Ten Thousand (\$10,000) Dollars must be co-signed by two appropriate designees who are either approved as signatory on the School's checking account or serve on the School's Senior Leadership Team. All checks or purchase orders over Twenty Thousand (\$20,000) dollars must be co-signed by either the Board President or Board Treasurer. Dual approval through electronic methods is also acceptable. Payments for invoices for operational services contracted by the school, and previously approved by the Board, including those for services provided by Pearson, do not need to be countersigned or dually approved.

Responsibilities

- A. Employees requesting a payment for the purchase of goods and services are responsible for submitting a request for cash disbursement in compliance with this policy.
- B. Department Managers/CEO are responsible for knowing the cash disbursement policy and informing their staff of the policy and procedures. Also, the CEO is responsible for verifying and approving purchase requests in accordance with this policy based on agreed upon authorization and approval limits.
- C. Pearson Purchasing Department and/or CEO or School Office Manager is responsible for review of purchase request and creation of PO.
- D. The PVS AP Department and/or CEO or School Office Manager is responsible for reviewing all purchase requests for processing and payments. Pearson AP is also responsible for initiating and executing disbursements after authorization by the Pearson AP Manager.
- E. An Authorized Approver is responsible for posting check batches and approving check printing functions within the accounting system.
- F. The Pearson Accounting Department is responsible for the verification of general ledger accounts. The PVS Accounting Department is also responsible for control of voids and reconciliation of the bank account. For purchases made directly by the School, the CEO or school-level designee is responsible for sharing information with the Pearson Accounting Department for posting to the general ledger.

Purchase requests must be submitted in a timely manner in order to meet required deadlines. Requests that have sufficient documentation and approval allow a shorter processing time. All requests will be routed to the Pearson Accounting Department to review general ledger coding and to the Pearson Purchasing Department and/or CEO or school-level designee for creation of the PO.

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

1. Requestor creates IA to request purchase of goods or services
2. The following items are required on the request:
 - a. Vendor name and address
 - b. General ledger account coding
 - c. Explanation (business purpose) and amount
 - d. Date needed
 - e. Approval (must be an Authorized Approver)
3. If this is a new vendor, a W-9 will be required before payment will be processed. Please refer to the *Vendor Policy*, located in the VL for additional information.
4. Employee will submit any related supporting documentation, and W-9 (if applicable) to the Pearson AP Department via the IA system.

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

Voids

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

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

Corporate Credit Cards

The card should primarily be used for travel expenses such as hotel, airfare and meal costs. It can also be used to cover small dollar school or office related expenses, including office supplies, dues, subscriptions and conference fees. To avoid duplicate payments and reduce the risk of fraud, all purchases with a

purchase order number or that are more than the respective cardholder's approved limit should be processed through Accounts Payable.

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

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

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

Roles and Responsibilities

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

Using the Card appropriately

The School, in collaboration with Pearson, reserves the right, to determine the kind of purchases that can be made using the Card. The list below outlines some examples for which Cards should NOT be used, unless authorized by the CEO or School-level designee:

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

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

Disputed or fraudulent charges

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

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

Lost or stolen cards

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

Expense Reports for Reimbursement

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

Business Purpose

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

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

Receipts

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

- a. When a receipt or other proof of payment is not available, the employee must complete a Lost or Destroyed Receipt form. Details about the payee, date, location, business purpose and amount of the expense must be identified on the form. The form must be signed by the employee and their immediate supervisor.

- b. The employee is responsible for maintaining a copy of their expense report and receipts until reimbursement has been made.

Conflict of Interest Requirements

Standards of Conduct

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

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

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

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

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

To reinforce our School's commitment to the highest standards of ethics, an Ethics Hotline is available. The Ethics Hotline is a phone and web-based communications tool that offers employees a confidential way to raise a concern or report suspected unethical, unprofessional, illegal, or fraudulent activity by others associated with the School. The hotline number is 877-892-4063 and the confidential web address is www.connectionsacademy.alertline.com.

What types of incidents should be reported?

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

- Compliance with regulations
- Misuse of resources or funds
- Conflicts of interest
- Intellectual property infringement

Accounting & auditing practices
Falsification or destruction of information
Gifts & bribes
Threats and physical violence
Disclosure of confidential information
Discrimination
Privacy of student records
Harassment
Theft
Retaliation
Copyright laws and software piracy

Any employee who has information about possible criminal activities, ethical violations, or other work-related incidents should use the Ethics Hotline. An employee's first option is to report suspicions to a member of management or Human Resources. If the person is uncomfortable with the direct approach, they should use the Ethics Hotline.

Concerns reported to the Ethics Hotline are received by an independent third-party communication specialist who will then report the information anonymously to Human Resources. At no point will the identity of the individual reporting the concern be revealed without his/her consent. Any employee who, in good faith, raises a concern or reports misconduct is doing the right thing and will not be subject to discipline or retaliation just for reporting a concern.

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

Organizational Conflicts

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

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

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

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

Mandatory Disclosure

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

Property Management Systems

Property Classifications

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

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

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

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

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

Inventory Procedure

The School will maintain a system of inventory management, including records of inventory, that complies with 2 CFR 200.313(d) to ensure full accounting of all grant funds expended for purchase of equipment, supplies, or other tangible property in connection with each grant program. Inventory records will be made available for all reporting requirements, monitoring activities, and for program performance and fiscal audits.

The inventory management system is part of the financial management system, includes records documenting compliance with Federal Statutes, regulations, and the terms and conditions of the Federal Award, is sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditure adequate to establish that such funds have been used according to the Federal Statutes, regulations, and terms and conditions of the Federal Award.

Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether the project or program continues to be supported by the grant award, and the School will not encumber the property without prior approval of the awarding agency and the pass-through entity.

During the time equipment is used on the project or program for which it was acquired, the equipment will also be made available as allowed for use on other projects or programs currently or previously supported by the granting agency, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency that financed the equipment. Second preference is given to programs or projects under grant awards from other grant awarding agencies.

When no longer needed for the original program or project, the equipment may be used in other activities supported by the grant awarding agency, in the following order of priority: (1) activities under a grant award from the grant awarding agency which funded the original program or project; then (2) activities under grant awards from other grant awarding agencies.

Inventory Management System

The School uses a spreadsheet to manage inventory/property purchased with federal funds. The spreadsheet is shared on the Google Drive accessed only by appropriate staff (i.e., a designated inventory manager). The inventory manager is responsible for documenting and managing the inventory system.

New Inventory Procedure

Authorization of inventory purchases is acquired through the regular purchase process and approved on Purchase Order forms verifying allowability of costs and availability of funds. Only authorized items will be considered for purchase. Specific funding sources must be identified prior to authorization to obligate funds and approval of purchase orders.

Once an approved PO is submitted to a vendor, the original order documentation and PO are provided to the Office Manager. Upon delivery, a copy of the invoice and packing slips are also submitted to the Office Manager. Hard copies may be stored at the school by the Office Manager and are electronically stored in the school drive consistent with records retention policies.

Upon receipt of new items, the Office Manager will inspect the inventory to ensure it's in good condition and that it matches the item(s) specified on the purchase order, invoice, and packing slip. Items are identified and tagged with a unique serial/identification number and inventory information is entered onto the Inventory Management spreadsheet by the Office Manager and/or Inventory Manager the same day as receipt.

After new inventory has been identified, tagged, and entered into the inventory management spreadsheet, items are secured in a locked closet or room.

Inventory Records

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

- Description of the property
- Serial number or other identification number;
- Source of funding for the property, including the FAIN number;
- Vendor name, acquisition date and cost of the property;

- The percentage of costs where were purchased with federal funds. This ensures that the use of the equipment meets the minimum amount funded;
- Who holds the title;
- Location, use and condition of the property (including if lost, damaged, or stolen); and
- Any ultimate disposition data including the date of disposal and sale price of the property.

Shared Devices Used at the School

Devices purchased by the School that are shared among staff and students must be properly controlled. The process requires the following steps:

* All shared electronic devices must be stored in a secure (locking) cabinet at all times when not signed out to a teacher, staff, or student.

* If devices may contain student data, appropriate usage restrictions must be in place. For example, devices with student data should not be used by students.

Sign-out procedures

When a device is needed by staff or students at the School, the device must be properly signed-out.

1. Inventory Manager or Office Manager pulls a device from storage and records device serial number (not the asset tag) in sign-out sheet.
2. Inventory Manager or Office Manager uses sign out-sheet to verify the condition of the device.
 - a. Verify no noticeable physical damage to device.
 - b. Verify device works properly.
3. Inventory Manager or Office Manager will then write the name of the staff or student and the time/date it is assigned to them.
4. Staff or student signs sign-out sheet verifying they are responsible for proper use, loss/damage and safe return of device at end of the day or when it is scheduled to be returned.

Sign-In Procedures

1. Inventory Manager or Office Manager reviews sign-out sheet at least once per semester to determine devices that need to be returned. Inventory Manager or Office Manager will contact staff or student who signed out device to ensure it is returned timely.
2. When a device is returned, Inventory Manager or Office Manager examines the condition of the device to ensure it matches condition upon sign-out.
 - a. Verify no noticeable physical damage to device
 - b. Verify device works properly.
3. Inventory Manager or Office Manager verifies the device serial number matches the device assigned earlier.
4. Inventory Manager or Office Manager documents the date/time returned.
5. Inventory Manager or Office Manager will immediately lock the device in the secured location.
6. If the Inventory Manager or Office Manager finds that a device is damaged or missing, he/she must immediately create an IA to be assigned to Fulfillment to start an investigation (with the appropriate stakeholders including the CEO).

Controls to Safeguard

Upon sign-out of equipment/property, the borrower (e.g., teacher or student) must certify via signature on the sign-out sheet that they are responsible for the safeguarding of the equipment while in their possession. The Inventory Manager or Office Manager will review the sign-out sheet at least once every 6 months to determine the location of the property and ensure that all property items are accounted for. The

CEO or inventory designee will investigate any loss, theft, or damage and document findings of investigation.

- Computing devices are stored in areas that can be locked and/or stored in a locked location.
- Computing devices are checked out by a certified teacher and/or designated inventory manager as noted above.
- Teachers/staff removing the equipment from the site must certify that they are maintaining the equipment in a secure and safe location and they are responsible for the equipment when in their possession.
- If the equipment is lost or suspected to be stolen or lost, the inventory manager and/or CEO or designee is notified in order to launch an investigation into the stolen device. The designee should conduct interviews and file a police report if necessary. Inventory records (condition of property) in the spreadsheet should be updated by the inventory manager to note the property was lost, damaged, or stolen. Records of the investigation will be maintained according to the school records retention policy.

Inventory Count/Physical Inventory

At least once a year, a physical inventory count is conducted. Inventory records from the spreadsheet are printed and all of the property items are reconciled by someone independent (i.e., who is not the Inventory Manager or Office Manager). For units which have been signed-out for long periods of time (e.g., more than a month after noted to-be-returned date), this person should contact the staff or student who signed out the device to determine whether or not the device is still being used or should be returned. If the device is damaged or missing, this person should immediately create an IA to be assigned to Fulfillment to start an investigation (with appropriate stakeholders). Updates are made as needed to the inventory spreadsheet to note condition or changes to inventory. Records from the physical inventory are reviewed and approved by the CEO and stored according to the records retention policy for the school.

Disposal of Equipment

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

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

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

Maintenance & Replacement

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

Office Manager should will manage all property, including who has access to property and ensure that all property is kept in good condition and kept safe and secure.

Written Compensation (Time and Effort)

Overview

Time and Effort Standards

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

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

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

Time and Effort Procedures

There are three methods for reporting time: (1) Blanket Semi-Annual Certification, (2) Personnel Activity Report (PAR), and (3) Fixed Schedule Certification. These documents are both completed after-the-fact. Sample templates are made available to all school staff and can be viewed 24/7 on the FPS public site on SharePoint. Note that the State may request specific State-approved documentation for Time and Effort that differs slightly from those described below. In those cases, the School will complete the State-specific documentation to support Time and Effort.

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

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

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

- Lists pertinent information including:
 - The employee’s name

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

Fixed-Schedule Certification: Fixed-Schedule certifications are for employees who are funded with multiple federal awards and/or working on multiple cost objectives in a fixed schedule. The following procedures are followed when completing a fixed-schedule certification:

- Lists pertinent information including:
 - The employee's name
 - The employee's start date
 - The employee's federal funding and/or other funding sources
 - The percent of time spent on each funding source/costo objective
 - The employee's fixed schedule for the time period being certified (e.g., semester, etc.)
- After each 6-month period (e.g., July 1 – December 31 and January 1 – June 30), unless otherwise directed from the state, it is signed by a supervisor that has first-hand knowledge of the work performed by each employee.
- FPS reviews each document to ensure its accuracy.

As needed, FPS provide group and one-on-one training and guidance on the completion of time and effort records for employees required to complete the time and effort records. The School's time and effort records are maintained in the applicable IssueAware (IA) ticket as well as in the school's SharePoint folder.

The School has written Human Resource Policies, available in Connexus, which cover:

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

Reconciliation Process

It is critical for payroll charges to match the actual distribution of time recorded on the monthly time and effort certification documents. All time and effort certifications are collected, reviewed for accuracy, appropriate signatures and dates. In order to reconcile actual costs to budgeted distributions, FPS records actual time and conducts periodic reconciliations (semi-annually for Semi-annual Certifications and monthly for monthly PARs) comparing completed time and effort forms to budget distributions. This includes review of form ratios/percentages versus budgeted distributions.

Record Keeping

Overview

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

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

The Records Policy applies to all records wherever those records are maintained and without regard to the form (paper or electronic), media or storage location in which the records exist.

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

Definitions

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

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

1. Business Records

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

2. Educational Records

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

applicable to the retention and destruction of Student Records. For information regarding the retention, maintenance and destruction of Student Records, refer to the *Student Records Addendum*.

3. General Information

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

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

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

4. Archival Records

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

Proprietary Information

All Business Records are the exclusive property of Pearson, the School or other business partners (such as information received under a Nondisclosure Agreement). As the owner of its Business Records, the

School is solely empowered to make decisions about their storage, distribution, control, protection, retention, destruction or use. Personnel files containing Business Records may be established for the convenience of individual employees, but all Business Records remain the exclusive property of the School, or its business partners.

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

Records Retention Schedule

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

The Retention Schedule can be found in the EMS Virtual Library under the heading "Employee Resources." Note that there are two Records Retention Schedules – one for records produced by Pearson and open for documents produced by the School. The user should adhere to the schedule based on who produced the records (Pearson or the School) or comply with the most restrictive rules.

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

The Retention Schedule is intended to be comprehensive. It is the responsibility of all Personnel to notify the Records Custodian or other appropriate designee of: (1) record types that need to be added to the Retention Schedule, (2) record types that are no longer relevant and should be removed from the Retention Schedule, and (3) any legal requirement to retain a specific record type for a longer or shorter period than reflected in the Retention Schedule.

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

Roles and Responsibilities

Policy Manager

The Records Policy manager ("Policy Manager") will be the designated employee responsible for interpreting any portion of the Records Policy or the records retention requirements as they may apply to specific situations. The Policy Manager will review and approve the Records Policy annually. It is the responsibility of all Personnel to notify the Policy Manager of any necessary additions or deletions to the Records Policy. Likewise, all Personnel must understand that vendors who provide records-related services, such as records storage vendors, may have procedures and systems that will result in lapses in enforcement of the Records Policy. All Personnel shall report any incidents or situations that may cause

such a lapse to the Policy Manager. The Policy Manager, in consultation with the Legal Department, will be responsible for overseeing the implementation of and assuring adherence to the Records Policy and Retention Schedule, as well as auditing compliance with the Records Policy and reporting annually to General Counsel and Chief Financial Officer/CEO.

Records Custodian

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

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

Record Locations

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

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

School Controlled Records (Onsite)

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

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

Record Destruction

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

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

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

Failure to comply with the Records Policy or to report known violations of the Records Policy to the Policy Manager is considered a violation for the Records Policy. For employees, compliance with the Records policy may be reviewed as part of the School's annual performance evaluation.

Access to Records

The School provides the awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives the right of access to any documents, papers, or other records of the School which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the School's personnel for the purpose of interview or discussion related to such documents.

Right to Inspect and Amend Educational Records

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

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

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

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

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

Disclosure Without Consent

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

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

Directory Information

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

FERPA permits the School to disclose Directory Information for any purpose to third parties, unless the parent, legal guardian, or Eligible Student has exercised the right to “opt out” of the release of their Directory Information. A parent, legal guardian, or Eligible Student may opt out of having his/her Directory Information released by completing the Authorization to Withhold Directory Information Form found in the Permissions Manager section of the Student Information Form (SIF). If a Caretaker or Eligible Student elects to opt out, the Directory Information will not be disclosed except with the consent of the parent, legal guardian, or Eligible Student or as otherwise allowed by FERPA. This is an annual election.

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

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

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

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

- student name
- student address
- student telephone number

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

Disclosure With Consent

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

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

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

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

Dependency and Postsecondary Course Records

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

If a student takes a course at a postsecondary institution, the FERPA rights are accorded to the student for any such course. In order for parents, or any third parties to get access to such educational records, the student is required to complete an Authorization to Release Post-Secondary School Records Form. Note that if the student is under 18 years of age, the parents still retain the rights under FERPA at the high school and may inspect and review any records sent by the postsecondary institution to the high school.

Right to File a Complaint

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

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

IDEA and FERPA

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

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

Grant Monitoring Process

As a best practice, FPS, in accordance with the School, monitors the implementation of Title I and other federal and state grant programs and the expenditure of all funds associated with those grants/programs. The specific areas monitored may include but are not limited to the following federal grants (if received by the School):

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

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

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

Technical Assistance

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

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

- FPS provides federal fund grant training to CEOs as requested, and to all new CEOs or staff who may be involved in federal or state grant funding, including Title I. Training will include the following topics:
 - budgets
 - compliance
 - parental involvement
 - Program Design (e.g., Schoolwide versus Targeted, etc.)
 - monitoring
 - student identification
 - Other, as applicable.
 - Additional training may be provided throughout the year as needed.
- FPS will monitor and verify that all program expenditures comply with related grant requirements.
- The CEO or designee and FPS maintain all programmatic and application documentation the School may need for future auditing/monitoring. Fiscal documentation is maintained by SFS.

- The School may undergo monitoring by the State or Federal government, or other granting agency as applicable. The CEO and/or FPS may participate in technical assistance training as provided by the State or Federal government, or other granting agency, prior to the monitoring visit, when applicable.
- After an on-site monitoring visit or desktop monitoring review by the State or Federal government, or other granting agency, the School will receive a monitoring report, which will contain recommendations, findings, and required actions that together provide an analysis of the implementation of the School's grant. If a Corrective Action Plan (CAP) is required, FPS and/or the CEO or designee will respond in a timely manner with a CAP.

Training

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

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

External Audits and Monitoring Findings

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

Steps to Monitoring Resolutions:

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

Complaints

Grounds for a Complaint

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

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

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

Complaints Originating at the Local Level

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

Filing a Complaint

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

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

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

Investigation of Complaint

Within three (3) school days of receipt of the complaint, the School will issue a Letter of Acknowledgement to the complainant that contains the following information:

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

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

Right of Appeal

If an individual, organization, or agency is aggrieved by the final decision of the School, that individual, organization, or agency has the right to request a review of the decision by the school's Governing Board who will investigate the matter, and arrange a meeting within five (5) school days. Current contact information for Governing Board members is listed on the school's webpage.

Resolution of Complaint at Public Education Department Level

If a resolution was not reached through the above process, the complainant may file a complaint with the state Department of Education following the applicable State Department of Education process.

If the school fails or refuses to comply with the applicable law or regulations, and if the noncompliance or refusal to comply cannot be corrected or avoided by informal means, compliance may be effected by the Department of Education by any means authorized by state or federal statute or regulation. The Department of Education will retain jurisdiction over the issue of noncompliance with the law or regulations and will retain jurisdiction over the implementation of any corrective action required.

Title I, Part A Specific Requirements

Schoolwide Plan

Background

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

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

Updating Schoolwide Plans

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

Title I Planning Committee

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

The meeting(s) are announced via several different means, including WebMail, school newsletters, school banner in EMS, etc. It is the responsibility of the CEO or school-level designee to:

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

Student Achievement Data/Needs Assessments

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

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

Identification of Title IA At-Risk Students

On an ongoing basis throughout the year, the CEO, counselor, teachers, and FPS have a process to identify Title IA at-risk students in accordance with the current definitions noted below (as of the 2015-16 school year). Reports in the EMS can track proficiency on state summative assessments and local assessments. Throughout the year, counselors can update the EMS "Title IA At Risk" field if it is discovered that any of the other criteria are met and a student is considered at-risk per Title IA criteria.

The School accesses a report in the EMS that indicates which students meet which Title IA at risk criteria as noted by the state (see below). The report is available upon request at any other time as well. This report is used for completion of the updates to the state databases.

Title IA At Risk Criteria:

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

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

OR

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

Student Selection for Intervention Programs

The School employs a multi-tiered intervention model (Response to Intervention, or RTI) so that all students have access to the instructional resources they need to be successful. The School's Student Support Team (SST) meets on a weekly basis to discuss students who are struggling academically to develop an intervention plan, review student progress, and determine strategies for improvement, which

may include use of Tier 2 - Supplemental Programs and Supports or Tier 3 - Supplemental Alternative Programs depending on the student's needs. To ensure that all students are identified, every enrolled student is assigned a Student Status (On-Track, Approaching Alarm, or Alarm) that is continuously updated based on attendance, assignment completion, contacts, and performance. This student status is displayed on the parent and teacher home pages for instant identification of potential problem areas. A status other than "On Track" indicates non-compliance of increasing degrees and/or failure to improve despite intervention by school staff according to the Escalation Process. In the Escalation Process, the teacher and other relevant school staff meet to discuss the reported concerns and suggest strategies to bring the student back "On Track". Some strategies are: calls to the parent to discuss the issue, adjustments to the schedule, intensive work on specific skills, or - in more serious cases - a conference with school administration. In the most serious of cases, a site visit with the parent and student may be advisable.

The School uses three categories of data to determine if needs are being met and to assign interventions as necessary. The first is the Participation Matrix to determine student progress. The second is the "EFGLR" data described below. The third category is the criteria used to determine "at risk" students which drive assignment of intervention indicators (also described below).

Participation

The Participation matrix measures the number of lessons marked complete for students relative to how far along they are in the school year. If a student is "on track" to complete his/her lessons by the end of the school year, his/her Participation metric will be around 1.0; if he/she is working through lessons slowly and may not complete all lessons by the end of the school year, his/her Participation metric will be less than 1.0.

The Participation metric is a ratio: $\text{Lessons Completed} / \text{Lessons Assigned and Days Enrolled} / \text{Total Days in the School Year} = \text{Participation}$

Definitions:

Lessons Completed = the number of lessons the student (and Learning Coach) have marked complete.

Lessons Assigned = the total number of lessons the student is expected to complete by the end of the school year. This number is the total number of lessons in all the courses into which the student is sectioned for the school year minus any lessons teachers have skipped for that student.

Days Enrolled = the number of days the student has been enrolled in the school.

Total Days in School Year = the number of days between the school start and school end dates including weekends and holidays

Staff reviews accountability reports which detail student participation data including current level of performance, lesson completion rate/pace, and attendance. The data is posted on the student's gradebook and parents have access to the metric via EMS. In addition, the data will prompt an escalation process in which students can be placed into intervention categories including "Approaching Alarm" and "Alarm." Each escalation step can generate a variety of academic interventions. All students have tiered interventions which can offer additional support including schedule modifications or altering the curriculum.

EFGLR

Research indicates that certain factors could indicate a student's likelihood to succeed in the school's program. These factors are determined based on information provided during the enrollment process and

are indicated with codes called “EFGLR.” The information below describes the factors which may impact student performance and likeliness to succeed:

E: Education - Students who have caretakers or Learning Coaches who have at least graduated high school are more successful at PVS

F: FARM Eligibility - Students who are not eligible for Free or Reduced Meals (FARM) assistance are more successful at the school

G: Graduation - Students in Grades 9-12 who are predicted to graduate on time are more successful

L: Late Enrollment - Students who start the school year on time are more successful

R: Students who do not have a history of disciplinary problems or who were not struggling academically at their previous school are more successful

Intervention Indicators

Student performance on state tests and diagnostic assessments (i.e., Renaissance STAR, etc.) predicts the likelihood of learning success during the school year. In the My Students section of the Teacher Homepage on the EMS, there are codes displayed to facilitate teachers’ ability to identify which of their students may be in need of additional support. Intervention Indicators are data-drive codes displayed in the Intervention column for all students who may be in need of an instructional intervention in Math (M), Reading (R), or both.

The codes listed in the intervention column indicate the following information:

- Math and Reading Levels of Need
- Student may not currently be at risk or in need of instructional interventions based on these indicators.
- Student needs attention and may need an intervention plan of additional support
- Student is likely in need of additional support or an intervention plan
- M:---/R:--- Student has had no pre-test, mid-test, or state test scores and/or the student has been enrolled for less than 30 days.

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

Reports in the EMS can track proficiency on state summative assessments and local assessments.

Parental Involvement

Overview

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

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

Capacity for Parent Involvement

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

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

Parent Notifications and Communications in an Understandable and Uniform Format

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

Parent's Right to Know Letter

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

- Whether the teacher has met state qualifications for the grade levels and subject areas in which the teacher teaches.
- Whether the teacher is teaching under emergency or other provisional status.

- The baccalaureate degree of the teacher and any other graduate certification or degree held by the teacher and the field or discipline of the certification or degree.
- Whether the student is provided services by paraprofessionals, and if so, their qualifications.

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

State Certification/Licensure Status Communication

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

Parent and Family Engagement Policy and School-Parent Compact

The Parent and Family Engagement Policy and School-Parent Compact are aimed at encouraging and enhancing the vital importance of the involvement of parents in their child’s education. The Parent and Family Engagement Policy is aligned to the requirements in Section 1010 of the Every Student Succeeds Act (ESSA) and describes what the School will do to encourage parental involvement. The School-Parent Compact outlines the responsibilities of the teachers, parents, and students, reflects the School’s commitment to parents, affirms and assures the rights of parents to participate in the development of the goals and objectives of the School and encourages parental involvement in all areas of their children’s educational experiences.

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

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

Title I Annual Parent Meeting

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

- Provide a brief overview of Title I (the School may also talk about Title IIA, Title IVA, and/or IDEA or other federal or state funding, when applicable)
- Explain how funding is being spent

- Go over parent involvement expectations

The meeting(s) are announced via several different means, including WebMail, school newsletters, school banner messages in EMS, etc. It is the responsibility of the CEO or school-level designee to:

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

Annual Parent Satisfaction Survey

The Annual Parent Satisfaction Survey is conducted by a third party every school year and is sent to all currently enrolled families at the School. The survey is advertised via several different means, including WebMail, school newsletters, and school home page banners in EMS. The survey includes questions specific to Title I and parental involvement activities as well as questions about accessibility, curriculum, etc. The results of the survey are shared among several groups of stakeholders, including, but not limited to, the CEO, teachers, parents, students, community members, school leadership team, and the Board of Directors. The survey results are used to inform future decisions related to the School's activities, including those related to Title I and parental involvement.

Title II, Part A Policies and Procedures

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

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

Professional Development Plan

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

The School's new and returning teachers are required to complete certain professional development courses (series 100, 200 and 300) throughout their time of employment. The Professional Learning 100 (PL100) series supports new, school-based staff and focuses on making data-driven instructional decisions, identifying risk factors that may require more intensive instructional interventions, monitoring student performance based on data available at different points in the school year, and providing teachers with strategies for giving effective feedback to students and evaluating evidence of learning. Emphasis is placed on the "instructional shifts" that are required to support the level of rigor demanded by state standards and Next Generation assessments, as well as to prepare students for college and career success in our globally competitive world. The Professional Learning 200 series is completed by school-based staff who have already completed the PL100 series. The PL200 series focuses on the learning sciences – deliberate practice, meaningful feedback, student engagement and motivation, multi-tiered intervention, and the role of mastery and transfer. The Professional Learning 300 series supports school-based staff who have completed the PL100 and PL200 series. During the PL300 series, teachers meet in content-area groups to discuss the learning sciences, personalized instruction, preparing students for college and careers, Next Generation assessments, and instructional shifts across the curriculum. Participants in the PL300 series work with the group that best meets their needs based on their role and content area. Groups include, but are not limited to, elementary grade groups, middle school ELA, middle school Math, high school Math, high school English, and many more.

Certain elements of the PL200 series are required within the first 30 days of the school year for new and returning teachers and provide working knowledge of courses teachers are assigned to teach and the various supports available as they develop and refine skills as successful online teachers. Focus is on providing high quality instruction resulting in student learning and monitoring student performance and providing timely feedback and intervention. Additional required sessions within each PL series are provided throughout the year, typically monthly. Synchronous training meetings also occur and focus on school-year-cycle (SYC) tasks such as conducting Welcome Calls for each student, developing students' Personalized Learning Plans, monitoring and addressing student attendance, and performing and logging Curriculum Based Assessments.

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

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

Needs Assessment and Professional Learning Evaluation/Assessment

Teachers' understanding of the course content in PL series is assessed through unit-based tests. Those tests include multiple-choice, fill-in-the-blank, audio-response, scenario-based, and short-answer questions as well activities that require teachers to apply their learning. Examples of those activities include creating "Back to School" communications, conducting a mock Curriculum-Based Assessment, creating or updating their online Teacher Profiles (for their students to see), and Section-Based Message Boards. Teachers receive feedback on their tests and activities through the EMS Grade Books. Sessions are recorded and available 24/7 to teachers. For synchronous training meetings held throughout the year, teachers' understanding is assessed in two ways. First, during the sessions, the trainer asks questions of the attendees using both open and poll questions. Second, teachers, trainers, and the CEO regularly pull, review, discuss, and/or address reports that show teachers' completions of required tasks.

The Professional Development Specialist assigned to the School can pull an export of attendees following each PL series session and post the attendance spreadsheet into the PD Issue Aware (IA) ticket. All teachers are asked to complete their Teacher ePortfolio which documents the date they attend each session and notes whether they attend the live session or watch the recording. Teachers also upload pre-session and post-session artifacts demonstrating application of skills, strategies, or new learnings, and provide a reflection on both the artifact and the session. The CEO can also pull exports to track session attendance, portfolio updates, artifacts, and reflections. This information is used in conjunction with online survey tools to assess the needs of stakeholders and the feedback is reviewed with the school leadership team, teachers, parents, community members, and Board members, as relevant.

Following each professional development session, all School-based staff complete a Professional Development Evaluation. The results of the evaluation are reviewed, compiled, and discussed every two weeks by the Professional Development team. This information informs the team about the following: value of the pre-session task in preparing for the session, relevance of the session topic, and level of preparedness for the post-session task. Additionally, the survey allows for open-ended responses used to plan future topics, address small group needs, and provide additional resources, as requested. Survey results are also compiled and shared with the school leadership team in order to ensure that individual teachers' needs are being addressed and continued communication about the session topics takes place in all professional learning communities.

The evaluation of professional development also occurs via the annual Employee Satisfaction survey and periodic "pulse" surveys. The annual Parent Satisfaction Survey also provides information about the effectiveness of teacher preparation, level of contact, etc. and informs the types of professional development training that is offered.

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

- **Formal Teacher Surveys:** Conducted in October and in March. Teachers are asked to rank specific areas in which they need additional support and development.
- **Informal Teacher Feedback:** Teachers collaborate weekly in grade level PLC groups and document successes/challenges and needs within a formal “Issue Aware Ticket” which is tracked by members of school level administration and training coordinators. All teachers have regular conferences with their managers at which their needs, challenges, and support systems are discussed. This information is aggregated and impacts further development activities.
- **Formal Parental and Student Feedback:** A formal parent survey is conducted annually and asks parents to share information directly related to both their experience and that of their students to online learning, instructional methods and contact, and resources. The results of this survey are used to formally assess progress towards school goals.
- **Ongoing/Informal Parental and Student Feedback:** Parents (and students) have the ability to provide specific, course level feedback at any time through EMS. This data is quantified, shared, and used to guide the planning of professional development.
- **Student Performance:** Students in grades 1-9 complete formative assessments three times per year. This data, as well as aggregate patterns of student performance, are accessible at all times to all teachers. Decisions regarding professional development needs are based in part on these results, as well as student grades and other observational data.
- **Special Populations:** The School evaluates the level of assimilation and the performance of ELL, Gifted, SPED, and 504 students including grades, attendance, participation (lesson completion rates) and other at-risk criteria so the School can ensure that students receive additional monitoring. These data also help the school identify areas in which they are struggling, and in which teachers need additional support.

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

Professional Development is Research-Based

The Professional Development Plan, including those activities funded through Title IIA funds, must be vetted through the School Leadership team with final approval from the Board of Directors. The vetting process requires activities to be based on sound educational research that demonstrates a positive impact on student achievement in the areas of identified need and that the activities are consistent with Common Core Standards. Professional development activities and courses are developed and continue to be enhanced each year based on standards from the Aurora Institute (see [About Us - Aurora Institute \(aurora-institute.org\)](http://aurora-institute.org)) as well as input from experts in online teaching and learning. Below is an example of how elements in one course, the Teacher Orientation, are linked to those standards.

<p style="text-align: center;">CBA Calls</p> <p>Assessment Type: Portfolio</p> <p>Assessment Instructions: This is a Portfolio item. When you are finished, please submit your answers using the Drop Box below.</p> <p>Listen to one of the sample calls on page 5 of this lesson. Then, log in as Jen Teacher and create a Log entry for Jackson Demo as if you were the one conducting the sample call. Refer to Unit 2, Lesson 7 of this course for a refresher on how to log in as a Demo user.</p> <p>Submit your Log entry as a Portfolio item by copying your created Log entry and pasting it into a Word document. Save it to your computer and click on the link below in the Drop Box area to upload the Word document.</p>	U7_L9	A1	Is able to apply the current best practices and strategies in online teaching to create rich and meaningful experiences for students.
		A2	Is able to build learner capacity for collaboration in face-to-face, blended, and online environments and encourages students to participate as global citizens.
		A3	Is able to construct flexible, digital, and interactive learning experiences that are useful in a variety of delivery modes.
		B3	Is able to use communication technologies in a variety of mediums and contexts for teaching and learning.
		C3	Is able to apply effective facilitation skills by creating a relationship of trust; establish consistent and reliable expectations; and support and encourage independence and creativity that promotes the development of a sense of community among the participants.
		C5	Is able to respond appropriately to the diverse backgrounds and learning needs of the students as relates to K/U C5.
		C6	Is able to use differentiated strategies in conveying ideas and information, and is able to assist students in assimilating information to gain understanding and knowledge as relates to K/U C6.
		C7	Is able to apply strategies for engagement in online learning environments, e.g., asking questions to stimulate discussion.
		C9	Is able to provide a variety of ongoing and frequent teacher-student interaction, student-student interaction, and teacher-parent interaction, and teacher-mentor interaction opportunities.
		D1	Is able to use effective communication skills with students as relates to K/U D1. Knows and understands techniques to maintain strong and regular communication with students, using a variety of tools.
		D3	Is able to provide clear definitions of objectives, concepts, and learning outcomes and the course organization to students.
		D8	Is able to use student data to inform instruction, guide and monitor students' management of their time, monitor learner progress with available tools, and develop an intervention plan for unsuccessful learners.
		D9	Is able to use a variety of methods and tools to reach and engage students who are struggling.
F5	Is able to identify students who are struggling with various learning obstacles, such as ELL or literacy issues, and apply appropriate		

			strategies to support student thinking, address styles of learning, and provide avenues for enrichment or intervention when needed.
		F7	Is able to demonstrate awareness of different learning preferences, diversity, and universal design principles.
		G1	Is able to create and implement assessments in online learning environments in ways that ensure validity and reliability of the instruments and procedures.
		G2	Is able to develop and deliver assessments, projects, and assignments that meet standards-based learning goals and assess learning progress by measuring student achievement of learning goals.
		G3	Is able to implement a variety of assessments that ensure the security of student assessment data and accurate measures of student ability.
		H1	Is able to apply authentic assessments as part of the evaluation process, assess student knowledge in a forum beyond traditional assessments, and monitor academic integrity with assessments.
		H2	Is able to create or select and implement a variety of formative and summative assessments that assess student learning progress and utilize student feedback to improve the online learning experience.
		H3	Is able to create, select, and organize the appropriate assignments and assessments, and align curricular content with associated and standards-based learning goals.
		I1	Is able to use student data to plan instruction.
		I5	Is able to address levels of ability through a variety of alternative interventions.
		I10	Is able to employ ways to assess student readiness for course content and method of delivery.

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

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

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

This means that:

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

Evaluation of Effectiveness

It is impossible to show a direct cause and effect between professional development and student achievement. However, there is ample research which shows that effective professional development should be expected to have a positive impact. For example, Learning Forward, formerly the National Council for Staff Development, completed research which demonstrated that sustained and intensive professional learning for teachers is related to student achievement gains.

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

FISCAL CONTROLS: FINANCES POLICY

Date of Original Approval:

Purpose

The Board recognizes its responsibility to Commonwealth taxpayers to ensure that public monies expended by the School are utilized for delivery of the educational program in a manner that requires full value to the taxpayers, and that adequate procedures and records are established to ensure that end.

Authority

The Board has the authority and responsibility to prepare and adopt the budget, approve proposals, bids and contracts, and approve each expenditure of the School.

The School shall submit an annual financial report to the Secretary of Education by October 31 of each year, in accordance with law and the reporting standards established by the Pennsylvania Department of Education.

Delegation of Responsibility

To meet the goals of this policy, the Board directs the Chief Executive Officer or designee to review the financial operations, report to the Board on effectiveness and recommended improvements, and prepare administrative procedures for sound School fiscal operations.

FISCAL CONTROLS: FINANCIAL REPORTING POLICY

Date of Original Approval:

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

Financial Reporting

Working with Pearson Virtual Schools (Pearson)¹, its educational services provider, the following reports will be prepared for the School by the CEO or school-level designee on a monthly basis, and reported to the Board and/or its Treasurer:

- Revenue and Expense Statement and supporting schedules for the current fiscal year – showing actual results for the months already past and forecasts for future months
- Balance Sheet
- Pearson Invoices – showing the fees for the month, drawn off of the revenue and expense statement and the accounts payable detail report

The following reports shall be made available to the Board and/or its Treasurer upon request:

- Bank Reconciliation – listing all of the deposits and withdrawals for the period under review with descriptive headings
- Accounts Payable Detail – showing the vendor name, the invoice amount, who paid the invoice, and when; in addition, the Board Treasurer will receive a copy of all invoices on this schedule
- Payroll Registers if applicable
- Enrollment & Attendance Reports – showing the demographic makeup of the students who have enrolled in the School as well as other related statistical data

¹ Pearson Virtual School is the current educational services provider. This function would be carried out by the new provider upon a change in the provider.

FISCAL CONTROLS: PUBLIC CHARTER SCHOOL AUDIT POLICY

Date of Original Approval:

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

Annual Audit

The Board shall annually contract for the services of an independent public accountant to perform an annual fiscal audit in compliance with State law. The audit shall cover the business of the School during the full fiscal year; be a financial audit conducted in accordance with generally accepted auditing standards; and, include, but not be limited to,

1. An analysis of the School's compliance with applicable laws and regulations;
2. Any recommendations for improvement by the School;
3. Any other comments deemed pertinent by the auditor, including the auditor's opinion regarding the financial statements;
4. An audit of the accuracy of the School's financial statements,
5. An audit of the School's attendance and accounting records, and
6. An audit of the School's internal controls practices.

If the School receives over Seven Hundred Fifty Thousand (\$750,000) Dollars from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars. The audit shall be completed and submitted to the Board for review at a public meeting as soon as reasonably possible following the close of the fiscal year for which the audit is conducted and as mandated by state, charter or other law. Copies of the Audit will also be forwarded to any entities or public agencies, as required by the respective state's Charter School law, the charter and state regulations.

The Audit engagement and review process may be conducted by the Board's Audit/Finance Committee on behalf of the Board.

**Attachment C - GUIDELINES FOR REASONABLE INFORMATION
TO SUBSTANTIATE SWORN STATEMENT BY RESIDENT UNDER 24 P.S. §13-1302**

Pursuant to Act 35 of 2001 (24 P.S. §13-1302(a)(2)), school districts may request information from the resident to substantiate the assertions made in the sworn statement of the resident, provided that the district has adopted a policy regarding this additional substantiating information and that the policy conforms with this Basic Education Circular. If the school district has elected to require substantiating information and advised the resident thereof, then the resident must submit the information before the district is required to accept the child as a student.

A district may require that more than one form of residency confirmation be provided. However school districts and charter schools should be flexible in verifying residency, and should consider what information is reasonable in light of the family's situation. Examples of documentation that can support the factors in §1302 include:

Signer is a Resident of the District

- Current Utility bill, or
- Deed, or
- Lease, or
- Department of Transportation identification or drivers license, or
- Pennsylvania Department of Transportation vehicle registration, or
- Property tax bill, or
- Copy of State/Federal program enrollment, (examples include, but not limited to, TANF or CHIP), or
- Current credit card bill.

Signer is Supporting the Child Gratis

- Copy of completed county form or court order transferring child support payments to resident, if applicable, or
- Copy of completed State form notifying Department of Welfare of child's new residence, if applicable,
- Copy of lease/rental agreement identifying the child as a tenant, if applicable, or
- sworn statement by the resident.

A resident's receipt of payments, such as Supplemental Security Income (SSI), Transitional Assistance for Needy Families (TANF), pre-adoptive support, child support, maintenance on public or private health insurance, support from the military or military personnel or other payments for or on account of the child shall not be deemed to be personal compensation or gain.

Signer will Assume All Personal Obligations for the Child Relative to School Requirements

Sworn statement by resident shall be satisfactory evidence thereof.

Signer Intends to so Keep and Support the Child Continuously and Not Merely Through the School Term

Sworn statement by resident shall be satisfactory evidence thereof.

FISCAL CONTROLS: INTERNAL CONTROLS POLICY

Date of Original Approval:

The Board believes in implementing and following fiscal management practices to ensure that the School's funds are appropriately managed in order to support the School's mission and avoid any liability that could be attributed to the Board resulting from mismanagement.

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

A. Controls, Budget, and Fiscal

The School will maintain the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the board-adopted budget, (2) the School's funds are managed and held in a manner that provides a high degree of protection of the School's assets, and (3) all transactions are recorded and documented in an appropriate manner:

1. Segregation of Duties

The School will develop and maintain simple check request and purchase order forms to document the authorization of non-payroll expenditures. These expenditures will primarily be those expenditures not covered under the monthly invoice from Pearson Virtual Schools (Pearson). The monthly invoices from Pearson will be approved and/or ratified by action of the Board. Proposed expenditures that are not preapproved via Board action of a contracted amount shall be approved by the CEO or school-level designee, who will review to determine whether it is consistent with the Board-adopted budget. An approved signer on the account, typically the CEO will sign or otherwise approve purchase orders, check request forms, credit card expenses, or invoices. All check requests or purchase orders over Ten Thousand (\$10,000) Dollars must be co-signed by two appropriate designees who are either approved as a signatory on the School's checking account or serve on the School's Senior Leadership Team. All checks over Twenty Thousand (\$20,000) Dollars must be co-signed by either the Board President or Board Treasurer. Dual approval through electronic methods is also

acceptable. Payments for invoices for operational services contracted by the School, and previously approved by the Board, including those for services provided by Pearson, do not need to be countersigned or dually approved. Payments for invoices for operational services contracted by the School, and previously approved by the Board, to be paid via electronic funds transfer may be completed by an approved signatory on the School's checking account pursuant to the completion of the electronic funds transfer approval policy. For all funds transferred electronically, a confirmation will be performed by the signatory to validate the funds are in receipt by the vendor within 24 hours.

All transactions will be posted on an electronic general ledger by the local contracted bookkeeper or by Pearson.

2. Electronic Funds Transfer (EFT) for Vendors

For any new vendor requesting payment by outgoing transfer from the School's checking account, the vendor and corresponding invoice must be reviewed and approved by the CEO to validate the authenticity of the vendor and related service, or product invoiced to the school. Once approved by the CEO, the vendor and electronic funds transfer (EFT) instructions must be reviewed and approved by the School Board Treasurer or Board Chair to validate the accuracy and authenticity of the vendor and EFT instructions prior to the wiring of any outgoing funds. For any pre-existing vendor receiving outgoing EFTs for invoice payment and requesting a change in EFT instructions (i.e., to a new bank account or banking institution), the new EFT instructions must be verbally confirmed with the vendor by the Treasurer. Once confirmed, the details will be reviewed and approved by both the Treasurer and Board Chair to validate the accuracy and authenticity of the EFT instructions prior to the wiring of any outgoing fund.

3. Record Keeping

Transaction ledgers, invoices, receipts, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by a local contracted bookkeeper or by Pearson, in accordance with state law and as required in the professional services agreement signed by the School in a secure location for at least seven (7) years as set out in the Records Retention Policy, or as long as required by applicable law, whichever is longer. Appropriate backup copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the School.

4. Fixed Assets

The local contracted bookkeeper or Pearson shall establish and maintain and regularly update a listing of all computers, equipment and furniture purchased by the School of a value of over One Thousand (\$1,000) Dollars. This list shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School's assets. The School shall maintain a segregated list of assets that were purchased with non-public funds, where applicable.

5. Cash Collections

All incoming checks or cash will be verified and entered into a deposit log in accordance with any internal control procedures developed by the school. All checks will be restrictively endorsed promptly. Receipts will be issued upon request. When checks are taken for deposit, the person taking the checks will sign a separate log with the date and total amount taken for deposit. The deposit log will be provided to the person reviewing the bank statements for comparison with the deposit record on the bank statements. All cash and checks will be kept locked in the School office prior to deposit. Deposits should be made as soon as possible on receipt of checks and/or cash and with a target of within twenty-four (24) hours of receipt.

6. Attendance Accounting

The CEO will establish and maintain an appropriate attendance accounting system to ensure the School receives appropriate attendance credit. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with applicable state regulations.

7. Property and Liability Insurance

Pearson shall ensure that the School retains appropriate property and liability insurance coverage in accordance with the respective state law. Board Directors and Officers liability insurance shall also be obtained. Insurance will be kept in force at all times with any minimum limits as outlined in the charter, state law, and professional services agreement between the School and Pearson.

8. Contract Signing Authority

Unless otherwise authorized or designated by the Board, all contracts entered into by the School for a monetary amount over Five Thousand (\$5,000) Dollars shall require the signature of the CEO, or designee. All other routine contracts for the operation of the School in a monetary amount of less than Five Thousand (\$5,000) Dollars may be signed by a member of the School's Senior Leadership Team. All orders for payment of money to a member of the Board may only be drawn for travel expenses, or subsistence allowances.

9. Corporate Tax Returns

The Board will annually engage someone to prepare and submit the annual tax returns (Form 990) for the corporation. The Board (and/or the Audit/Finance Committee of the Board) will annually review its policies and practices to be sure it is complying with any regulations or requirements of the Internal Revenue Service. Prior to submission of the tax returns, the financial consultants and/or staff of the school will review the tax returns for accuracy. Following completion of a final draft of the tax returns, the Board will review and approve the returns at a meeting prior to the submission deadline. Appropriate extensions may be filed when needed.

Typically, an annual extension from the November deadline to February is expected as the annual audit has not been conducted prior to November 15. Other extensions may be filed if necessary to allow for Board review of the tax returns prior to submission.

10. Petty Cash

At the direction of the Board, a petty cash fund, not to exceed Three Hundred (\$300) Dollars, may be established with an appropriate ledger to be reconciled monthly by the independent bookkeeper or Treasurer, who shall not be authorized to expend petty cash.

11. Communications

Communications containing confidential information will be sent to Board Treasurer via an encrypted email process requiring unique login credentials.

Pennwood Cyber Charter School

Board of Trustees Policy

LESSON PLANS POLICY

To ensure continuity of instruction, the Board of Trustees of the Pennwood Cyber Charter School (“Pennwood”) requires lesson plans.

To facilitate more effective instruction, lesson plans must be prepared in advance. Pennwood’s curriculum is built into the learning platform so that lesson plans are available for review at any time. The CEO and School Leadership Team is charged with making certain teachers are making modifications as necessary. The School engages in a teacher evaluation process that includes instructional observations and lesson plan review.

Plans shall include specific curricular objectives, pertinent information to the effective implementation of the lesson, assessment procedures, and evidence of the application of staff development strategies.

Teachers must clearly state the lesson’s objective(s), the standards taught, the instructional strategies and activities that will accomplish those objectives, and the formal or informal assessment that will conclude the lesson and inform the teacher’s preparation for the next day.

All plans should provide adequate direction for a substitute to continue ongoing programs and all plans are available to substitute teachers through the EMS.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL’S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

PENNWOOD CYBER CHARTER SCHOOL

Language Instruction Educational Program Policy

Purpose:

In accordance with the Board of Trustee's ("Board") philosophy to provide a quality educational program to all students, the Pennwood Cyber Charter School ("Charter School") shall provide an appropriately planned instructional program for identified students whose dominant language is not English. English Learners ("ELs") shall be identified and placed into a Language Instruction Educational Program ("LIEP") in accordance with this policy.

Identification, Results, and Recommended Placement

The Charter School identifies ELs at the time of enrollment, notifies parents of the identification and programming options, and approximately places the ELs into a LIEP within the first thirty (30) days of school or within fourteen (14) days of enrollment if a student enrolls after the firstday of school.

At the School, ELs are enrolled in the same manner as other Charter School students, upon presentation of local address and proof of immunization. The Charter School does not deny students access to school for any period of time or subject them to scrutiny that is not part of the normal enrollment process. The first step in identifying ELs will occur after students are admitted to the Charter School. In the students' registration packet, families will be asked to complete a Home Language Survey.

Based upon the Home Language Survey, EL-identified students' names and information will be given to the Principal and EL Coordinator who will assemble the EL team to evaluate and perform a formal assessment of the students' language proficiency. Please refer to Pennsylvania Department of Education's ("PDE") "English Learner Identification Procedure Grades K-12" for the specific process.

The Charter School is not required to receive parent permission to identify students as ELs, including screening for English language proficiency.

The Charter School will use the WIDA ACCESS PLACEMENT TEST ("W- APT"), which is aligned to the required annual State English Language Proficiency ("ELP") assessment and ACCESS for ELs to assess students for placement in language instructional programs for ELs.

If students are found eligible for placement into a LIEP, the following English Acquisition levels that are aligned to the WIDA proficiency levels are used to determine English instruction for ELs:

Level 1: Entering
Level 2: Emerging
Level 3: Developing
Level 4: Expanding
Level 5: Bridging

Please note that parents of ELs have the right to refuse certain separate, specialized programs and services that may be part of the LIEP for their child(ren). A parent's decision to refuse programs or services must be informed and voluntary. The School will NOT influence the decision in any way and will not make any program or placement decisions contingent on the decision.

The Charter School will notify parents and allow them to exercise their right to refuse part or all of the separate, specialized LIEP, before placement and programming decisions are made. In the event of an absence of a response from a parent after the School provided the parent with all the information as mentioned above, the School will proceed with the recommended placement.

LIEP Description

Instruction will be planned accordingly based on the results of the above “identification, results, and recommended placement” section. When a student is identified and placed to receive EL services, the School will follow the guidance of PDE’s “Classifying Language Instruction Educational Programs (LIEPS)” in order to determine the appropriate category of the School’s LIEP.

The School's LIEP will be identified by one of the six categories below. The School’s LIEP:

- is aligned to state academic content standards for the appropriate grade level of the ELs
- includes English Language Development (“ELD”) instruction delivered by properly certified teachers who hold an ESL program specialist certificate or who are working in conjunction with ESL certified teachers
- incorporates the use of the Pennsylvania ELD Standard (“ELDS”)
- provides equitable access to content for ELs at all language proficiency levels by providing research-based bilingual or sheltered instruction with fidelity
- does not limit the enrollment of ELs in any course or academic program for which they would otherwise be eligible

All of the above requirements are incorporated into the entirety of the student’s daily instructional time. ELD is additionally incorporated into the School’s LIEP. ELD will take place daily throughout the day for ELs and will be delivered by both ESL and non-ESL teachers.

Criteria for Reclassification and Timeline to Proficiency

The School reclassifies ELs as former ELs (“FELs”) when they attain proficiency. This

reclassification of current ELs to FELs takes place annually between June and September.

To be reclassified as FELs and removed from the School’s LIEP, students must meet the single required criterion and at least one of the additional criteria listed below:

For Kindergarten students: Overall composite proficiency level score of 5.0 on an ACCESS for ELLs Kindergarten assessment (accountability score).

For grades 1-12 students: Overall composite proficiency level score of 5.0 on an ACCESS 2.0 Grades 1- 12 assessment. Cutoff score flexibility is available for students in grades 1-12 in the following Special Circumstances: Following the grade and score criteria in the table below, the W-APT may be administered between June and July or the WIDA Screener after July 1 to students who scored below the minimum cutoff for program exit on the January administration of the ACCESS in order to demonstrate sufficient progress to justify exit. (NOTE: The W-APT or WIDA Screener may only be administered to a student once in any school year)

Grade Level	ACCESS 2.0 Score	Required W-APT/Screener Scores*
K	Cut-off score flexibility is not allowable for Kindergarteners	
1-5	4.6-4.9	5.0 in each domain
6-8	4.7-4.9	5.0 in each domain
9-12	4.8-4.9	5.0 in each domain

A student must score 5.0 in each domain (listening, speaking, reading and writing).
A composite proficiency score will not be used.

Additional Criteria:

- Recommendation from an ESL teacher who has taught the students during the previous school year. Please refer to PDE’s “State-Required English Learner Reclassification Criteria” for the recommendation form, OR:
- Recommendations from at least two (2) core content area teachers who have taught the students during the previous school year and who have a functional knowledge of the WIDA performance definitions and ELD Standards. Please refer to PDE’s “State-Required English Learner Reclassification Criteria – SY 2016-17” for the recommendation form, OR:
- Writing sample that demonstrates proficiency at the Expanding level and speaking at the Bridging level as measured using the WIDA writing and speaking rubrics scored by an ESL teacher.

An EL with a disability may be considered for reclassification if:

1. The student has an IEP, AND
2. The student has been continuously enrolled in an ESL/bilingual education program for at least four years, AND
3. The student’s overall composite proficiency level score on the ACCESS for ELLs®

has not increased by more than 10% at any point or total over the three most recent testing cycles, AND

4. The IEP team, with input from an ESL/bilingual education professional, recommends reclassification. The recommendation criteria may be different than those used for ELs without disabilities.

ELs who are eligible for and take the Alternate ACCESS for ELLs® may be considered for reclassification when: They achieve a score of at least P2 on two consecutive administrations of the test OR achieve the same score for three consecutive administrations of the test, AND

1. The IEP team, with input from an ESL/bilingual education professional, recommends reclassification. The recommendation criteria may be different than those used for ELs without disabilities.

The School will actively monitor the progress of FELs for a period of two years after reclassification and will additionally report students to the state in a monitor status for an additional two years. Students can be re-designated from FELs to active ELs if they struggle academically as a result of persistent language barriers. The School will ensure that the nature of the challenge for the FEL is language-based and not academic.

Pennwood Cyber Charter School

Board of Trustees Policy

MEDICATION ADMINISTRATION POLICY

Policy

It is the general policy of Pennwood Cyber Charter School (“Charter School”) that whenever possible all medications should be administered outside the hours of school gatherings. Parents and guardians assume full responsibility for this part of their child’s health care.

Except for medications administered via standing order during a life-threatening emergency, all medications given in the school setting must have a written authorization (consent) from a parent/guardian. The written authorization, renewed at the start of each school year by the parent/guardian, should contain:

- A parent/guardian’s printed name, signature and an emergency phone number;
- Approval to have the CSN, or in the absence of the CSN other licensed school health staff (RN, LPN), administer medications;
- A list of all other medications that the student is currently taking (recommended).

When attending a school-sponsored event, such as but not limited to field trips and state testing, it is recommended that a parent or guardian be present to administer any needed medication or that medication is administered prior to the event. Given the significant increase in students with special health care needs, including medication administration, Charter School policy requires that planning for school-sponsored activities is:

- Initiated before school starts or early in the year; and
- The product of collaboration between school administrators, teachers and nurses, as well as families, school medical advisors, and community health care providers, as appropriate.

Schools should exercise professional judgment and creativity in finding the proper balance between requirements for safety and the personal risk-taking that is reasonable in order for the student to participate. Some considerations when planning for medication administration during school-sponsored programs and activities include the following:

- Consider assigning school health staff to be available, for example a licensed supplemental staff person (RN, LPN). (If the activity occurs during school hours, plans need to be in place to provide coverage for the staff person’s regular duties.)
- Contact the Intermediate Unit for a licensed person from a substitute list.
- Contract with a credible agency that provides temporary nursing services.

- Utilize licensed volunteers (with all current criminal and child abuse clearances) via formal agreement that delineates responsibilities of both the Charter School and the individual volunteer.
- Address with parent/guardian the possibility of obtaining from the licensed prescriber a temporary order to change the time of dose.
- Arrange for medications to be provided in an original, labeled container and given according to Charter School policy. Have parent/guardian ask the pharmacist to provide a properly labeled, original container with only the amount of medication that will be needed for that specific test site date, field trip, event, etc.
- Ensure security procedures are in place for the handling of all medications.

Emergency Administration of Medications and First Aid

In order to be prepared for health emergencies that can be reasonably anticipated in the student population, the Charter School should have written first aid policies and emergency management practices in place. These policies and procedures should reflect staff responsibilities and Charter School administrative expectations for staff actions in an emergency situation, including identifying specially trained and designated individuals who, in addition to the School Nurse, will render first aid.

Training for emergency first aid providers in the Charter School shall be in accordance with applicable state law and PA Department of Health guidelines.

Staff should be made aware of those students whose health conditions may warrant emergency care and should be educated as to his/her role in caring for these students in the event of an emergency. For students who are identified with a potential to experience a health emergency, the following medical plans of care should be developed on an individual basis:

- **Individual Health Plan (“IHP”):** The term IHP refers to all care plans developed by the school nurse, especially those for students who require complex health services on a daily basis or have an illness that could result in a health crisis. Development of IHPs is a nursing responsibility, based on standards of care regulated by state nurse practice acts and cannot be delegated to unlicensed individuals.
- **IHPs for Students with IEPs for 504 Plans:** Some students with IHPs may also have an Individualized Education Plan (IEP), or a 504 Student Accommodation Plan to ensure school nursing services and access to the learning environment, or an Emergency Care Plan (ECP) for staff caring for these students. It is the responsibility of the school nurse to implement and evaluate the IHP at least yearly and as changes in health status occur to determine the need for revision and evidence of desired student outcomes. Parental involvement is required.
- **Emergency Care Plan (“ECP”):** The student Emergency Care Plan (ECP) is an emergency plan developed by the registered professional school nurse and is based on the IHP or is sometimes used instead of an IHP. The ECP is required by professional

standards of practice and provides steps for school personnel in dealing with a life threatening or seriously harmful health situation for an individual student.

- The ECP is written in clear action steps using succinct terminology that can be understood by school faculty and staff who are charged with recognizing a health crisis and intervening appropriately.
- The ECP is distributed to these individuals with the expectation that the information will be treated with confidentiality.
- The names of the individuals who have a copy of the ECP should be listed at the bottom of the Plan.

The CEO or his/her designee shall provide instructions in obtaining emergency medical assistance for addressing emergency circumstances including obtaining medical assistance to cover the unavailability of the certified school nurse.

The Charter School will provide liability insurance coverage to protect Charter School employees who, in pursuit of their assigned duties, may have to administer first aid.

Self-Administration of Emergency Medications

Self-administration of emergency medication in schools refers to situations in which students carry their own medication and administer it during the school day as ordered by their licensed prescriber and authorized by their parent/guardian and school district. Students with diagnoses such as asthma and life-threatening allergies are good examples when self-administration may be appropriate and necessary. In accordance with 24 P.S. §14-1414.1. the School will develop a written policy to allow for children of school age to possess and administer an asthma inhaler and the prescribed medication in a school setting.

In order to accommodate students who carry and self-administer emergency medications, the following should be in place:

- An order from a licensed prescriber for the medication, including a statement that it is necessary for the student to carry the medication and that the student is capable of self-administration;
- Written parental/guardian consent;
- An Individualized Healthcare Plan (IHP), including an Emergency Care Plan component.

Asthma Inhalers

In order for a student to be allowed to possess and self-administer asthma medication, this Charter School's policy requires the following responsible behavior from the student:

- Verbally explain the reason for use of the asthma inhaler to the school doctor or school nurse;
- Identify, to the school doctor or school nurse, the signs and symptoms which indicate the need for which the inhaler is to be used;
- Identify the individual medication(s) by name;
- Identify the appropriate dosage of the individual medication(s);

- Identify the effects and the side effects of medication to the school doctor or school nurse;
- Demonstrate to the school doctor or school nurse the ability for self-administration of the inhaler using the return demonstration technique;
- Behave responsibly when using the inhaler;
- Identify placement of inhaler to be kept on his/her person at all times;
- Acknowledge the need to notify the school doctor or school nurse immediately following each use of the inhaler;
- Demonstrate knowledge of how to access assistance for help regarding use of or side effects from use of asthma medications;
- Notify the school nurse immediately following each use of an asthma inhaler;
- Understand and acknowledge that the student is restricted from making inhaler available to other students. The student's privilege to self-administer medication or equipment may be revoked or restricted if the student abuses or ignores Charter School policies. This prohibition must be set forth in the Student Code of Conduct that is distributed to all Charter School families on an annual basis.

Asthma Medical Management Plan

This plan should be part of the Individualized Healthcare Plan (IHP) and Emergency Care Plan (ECP). The following information must be provided through a written individual Asthma Medical Management Plan ("AMMP") by the parent(s)/guardian(s) of a student with asthma. This Plan is filled out with the student's health care provider's assistance and provides critical information to the Charter School if a life-threatening asthma attack occurs or worsens at school or at a school sponsored activity. The following information must be provided in the AMMP to the Charter School's Nurse:

- The name of the medication;
- The dose and maximum dosages;
- The times when medication is to be taken;
- The diagnosis or reason medicine is needed (unless this is confidential);
- Information on serious reactions that could occur and appropriate emergency responses;
- That the child is qualified and able to self-administer the medication;
- Consent for administration of medication or equipment, contact with student's personal and emergency health care providers and the release of information to such health care providers and school personnel;

Severe Allergy Epinephrine Auto-Injectors

It is important to recognize the symptoms of an allergic reaction and respond quickly with treatment to prevent a severe reaction from happening. An allergic reaction can involve any or all of the following systems and the symptoms may include:

- Integumentary: Hives, edema, rash, pruritus, or eczema flare.
- Digestive: Cramps, nausea, vomiting, or diarrhea.

- Respiratory: Itchy and watery eyes, rhinitis, sneezing, coughing, itching or swelling of lips, tongue and throat, change in voice, difficulty swallowing, tightness of chest, wheezing, shortness of breath, or repetitive throat clearing.
- Cardiovascular: Reduced blood pressure, increased heart rate, or shock.
- Neurological: Weakness or a feeling of impending doom.
- Anaphylaxis: A severe, potentially life-threatening reaction that can be commonly caused by an allergy to food, latex, stinging insects, and medications. Anaphylaxis can involve all the systems.

A student with medically certified severe and possibly life-threatening allergic reaction(s) and of school age may possess an epinephrine auto-injector on their persons, including bookbags and handbags, to perform treatment for an allergic reaction.

A student shall be permitted to use an epinephrine auto-injector in the classroom, in any area of the Charter School or Charter School grounds and at any Charter School-related activity if requested by the parent or guardian. In order for a student to be allowed to possess and self-administer allergy medication, the Charter School's policy requires that a student:

- Verbally explain the reason for use of the epinephrine to the Charter School Nurse;
- Identify, to the Charter School Nurse, the signs and symptoms which indicate the need for which the epinephrine is to be used;
- Identify the individual medication(s) by name;
- Identify the effects and the side effects of the medication to the Charter School Nurse;
- Demonstrate to the Charter School doctor or Charter School nurse the ability for self-administration of the epinephrine;
- Behave responsibly when using the epinephrine;
- Identify placement of the EpiPen or EpiPen Jr. to be kept on his/her person at all times;
- Acknowledge the need to notify the Charter School Nurse immediately following each use of the EpiPen or EpiPen Jr.;
- Demonstrate knowledge of how to access assistance for help regarding use of or side effects from use of epinephrine medication(s);
- Notify the Charter School nurse immediately following each use of an EpiPen or EpiPen Jr.;
- Understand and acknowledge the restriction of making the epinephrine auto-injector available to other students.

Permission to self-administer must be in the form of a written statement by a physician/certified healthcare provider indicating:

- The name of the drug; The dose, the timing of the dose;
- The diagnosis/reason the medication is required unless the reason should remain confidential; and
- Potential of a serious reaction that may occur in response to the medication.

In addition, the Charter School requires this written request from the student's parent/guardian shall contain statements that:

- The Charter School comply with the orders of the physician/certified healthcare provider;
- The Charter School is relieved of any responsibility for the benefits or consequences of the prescribed medication when parent-authorized;
- The Charter School bears no responsibility for ensuring that the medication is taken;
- Charter School may release information to the student's healthcare provider or emergency care provider and to all Charter School staff who have custodial care of the student and may need the information to maintain the student's health at Charter School sponsored activities or field trips.

The Charter School reserves the right to require the physician/certified healthcare provider to provide a statement justifying the continued use of the asthma inhalers or epinephrine auto-injector beyond a certain time period and may require updated prescriptions and parental approvals on an annual basis.

The student is restricted from making medication or any medical equipment available to other students. The student's privilege to self-administer medication or equipment may be revoked or restricted if the student abuses or ignores the Charter School policies. This policy shall be distributed with the Student Code of Conduct.



**PENNWOOD CYBER CHARTER SCHOOL
HEALTH SERVICES
MEDICATION POLICY**

1. Administration of Medication

In accordance with the Public School Code and the PA Nurse Practice Act, only licensed nurses are permitted to administer medication in a school with the exception of the following medications: Epinephrine Auto-Injectors, Rescue Inhalers, and Narcan. Teachers who have been trained in their use may administer these medications to students **who have prescriptions on file with the school nurse.**

2. Prescription Medication

- a. All **prescription medication** must be in a prescription container with a current date and the name of the student on the container or box with the exception of insulin contained in an insulin pump.
- b. A written order from the health care provider - physician/nurse practitioner/physician's assistant - and a note from the parent/guardian **MUST** accompany the prescription.
- c. A new medication order **MUST** be filed each school year if the student will be using medication during the school day.
- c. Only the doses to be given at school should be brought to school.
- d. Medications that are controlled substances (CII): Should **NOT** be brought to events with students. They should be given either before or after face-to-face events by the student's caretaker.

3. Self-Carrying Guidelines for Asthma Inhalers and Epi-Pens

Students may be permitted to carry a prescribed asthma inhaler or epi-pen according to School Guidelines:

- a. The medication must be prescribed by a physician and the appropriate medical order must be on file with the school nurse.
- b. The primary care provider will assess competency for self-administration of medication, which shall be based on the student's age, maturity and demonstration of responsible behavior and ability to properly self-medicate. The child must demonstrate, to their personal primary care provider, the capability for administration of the medication and for responsible behavior in the use of it. The student must be made aware that the medication is not to be shared with other students.
- c. Parental permission must be completed on the Medication Permission Form.

Further, the child must notify school personnel immediately if relief is not obtained from the use of the inhaler. If the child abuses or ignores this policy, the school may confiscate the inhaler and remove the privilege to carry the medication, whereupon it must be provided by the parent.

For all students carrying and self-administering inhalers, it is understood that the school bears no responsibility for ensuring that the medication is taken, or for the benefits or consequences of the medication.

4. Medication on Field Trips

Only life-saving medications such as asthma inhalers, and epi-pens may be given by unlicensed Personnel on off-site events, which include school-sponsored events, field trips, or during testing.

Please see next page for Medication Permission Form.

5. Medication Administration by Parents

If a child requires medication during a live face-to-face event but there is no Medication Permission Form on file, the parent may administer the medication during the event. The parent **MAY NOT** leave the medication with the student or school personnel if there is no Medication Permission Form on file.

**PENNWOOD CYBER CHARTER SCHOOL
OFFICE OF SCHOOL NURSE**

Medication Permission Form

Asthma inhalers and epi-pens may be carried by the student with a medical order if Pennwood Cyber Charter School self-carrying guidelines* are followed.

Only life-saving medications such as asthma inhalers and epi-pens and may be given by unlicensed personnel on field trips or during testing sessions.

Student: _____ Grade: _____

Address: _____ Date: _____

Parents: _____

Home Phone: _____ Work Phone: _____

To authorized school personnel:

I hereby request and authorize you to give: _____

(Dose and Medication)

as prescribed by Doctor _____. I understand that my student will be self-carrying and may be administering his/her own medication. I give permission to the school nurse to consult my child's health care provider with any concerns about medication-related issues and I release school personnel from liability should reactions result from the medication. In case of an anaphylactic reaction, follow-up care and transportation are to be as follows:

(Parent's Signature)

To be completed by Physician

To authorized school personnel:

I prescribe

(medication) (dose) (time)

to be given to: _____ by school personnel during school hours for the following reasons: _____

____ This student is capable of self-carrying the prescribed medication and has been instructed in its use.

____ Serious reaction could occur if medication is not given exactly as prescribed.

Explain: _____

____ Serious reaction can occur even when medication is administered as prescribed.

Explain:

(Physician's Signature)

(Date)

(Telephone Number)

(Address)

Pennwood Cyber Charter School

Board of Trustees Policy

NONDISCRIMINATION IN SCHOOL AND CLASSROOM PRACTICES POLICY

The Board of Trustees declares it to be the policy of the Pennwood Cyber Charter School (“Charter School”) to provide an equal opportunity for all students to achieve their maximum potential through the programs offered in Charter School regardless of race, color, age, religion, sex, sexual orientation, gender identity, ancestry, national origin, marital status, pregnancy or handicap/disability, or any other class protected by applicable federal or state laws including, but not limited to, Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688; implementing regulations, 34 C.F.R. Part 106.

The Charter School shall provide to all students, without discrimination, course offerings, counseling, assistance, employment, athletics and extracurricular activities. The equitable distribution of the Charter School resources is one means by which the Charter School shall ensure that all students receive a quality education. The Charter School shall make reasonable accommodations for identified physical and mental impairments that constitute handicaps and disabilities, consistent with the requirements of federal and state laws and regulations.

In order to achieve this purpose, the Board directs the Chief Executive Officer (“CEO”) to appoint a Title IX Coordinator to assume the responsibility of coordinating all compliance activities.

It shall be the duty of the Title IX Coordinator to monitor the implementation of nondiscrimination procedures in the following areas:

1. Curriculum and Materials - Review of curriculum guides, textbooks and supplemental materials for discriminatory bias.
2. Training - Provision of training for students and staff to identify and alleviate problems of discrimination.
3. Student Access - Review of programs, activities and practices to ensure that all students have equal access and are not segregated except when permissible by

law or regulation.

4. Support - Assurance that like aspects of the school program receive like support as to staffing and compensation, facilities, equipment, and related areas.
5. Student Evaluation - Review of tests, procedures, and guidance and counseling materials for stereotyping and discrimination.

The CEO or Title IX Coordinator shall be responsible to complete the following duties when receiving a complaint of discrimination:

1. Inform the student or third party of the right to file a complaint and the complaint procedure.
2. Inform the complainant that s/he may be accompanied by a parent/ guardian during all steps of the complaint procedure.
3. Notify the complainant and the accused of the progress at appropriate stages of the procedure.
4. Refer the complainant to the Title IX Coordinator if any employee, including the CEO, is the subject of the complaint and the CEO is not the Title IX Coordinator or if any Charter School independent contractor or volunteer is the subject of the complaint.
5. Complainant may notify any Charter School employee or go directly to the Board of Trustees if the Title IX Coordinator is the subject of the complaint and/or if the CEO is the Title IX Coordinator and is the subject of the complaint.

See both separate Title IX and Student Complaint Board Policies.

It shall be the duty of the Title IX Coordinator, CEO and Administrators to ensure that:

- a. All employees and students deal fairly and courteously with one another to ensure an educational environment free of intimidation and harassment. Ethnic, racist or sexist slurs or other personal derogation are offensive and unacceptable behavior. Sexual harassment is also a form of unlawful and unacceptable sexual discrimination and includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

- b. Any employee or student who violates the policy against student harassment commits misconduct for which appropriate discipline may be imposed, up to and including termination for employees and expulsion for students.

The CEO shall report annually to the Board on progress made in the program for school and classroom practices.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

(Charter School Letterhead)
Attachment A -Parental Registration Statement

Student Name _____

Date of Birth _____ Grade _____

Parent or Guardian Name _____

Address _____

Telephone Number _____

Pennsylvania School Code §13-1304-A states in part “Prior to admission to any school entity, the parent, guardian or other person having control or charge of a student shall, upon registration provide a sworn statement or affirmation stating whether the pupil was previously or is presently suspended or expelled from any public or private school of this Commonwealth or any other state for an action of offense involving a weapon, alcohol or drugs, or for the willful infliction of injury to another person or for any act of violence committed on school property.”

Please complete the following:

I hereby swear or affirm that my child was _____ was not _____ previously suspended or expelled , or is _____ is not _____ presently suspended or expelled from any public or private school of this Commonwealth or any other state for an act or offense involving weapons, alcohol or drugs, or for the willful infliction of injury to another person or for any act of violence committed on school property. I make this statement subject to the penalties of 24 P.S. §13-1304-A(b) and 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities, and the facts contained herein are true and correct to the best of my knowledge, information and belief.

<p>If this student has been or is presently suspended or expelled from another school, please complete:</p> <p>Name of the school from which student was suspended or expelled:</p> <p>_____</p> <p>Dates of suspension or expulsion:</p> <p>_____</p> <p>(Please provide additional schools and dates of expulsion or suspension on back of this sheet.)</p> <p>Reason for suspension/expulsion (optional) _____</p>

(Signature of Parent or Guardian)

(Date)

Any willful false statement made above shall be a misdemeanor of the third degree.
This form shall be maintained as part of the student’s disciplinary record.

PUBLIC COMMENT

Date of Approval: September 15, 2022

Purpose

The Board welcomes public comment at its meetings and is committed to providing meaningful opportunities for members of the public to participate. Given the nature of the School being virtual, the purpose of this policy is to take into account the special logistics of the Board meetings and address telephone access.

Policy

The Board encourages members of the public to offer comments and express opinions on both specific actions to be taken by the Board, as well as any other issue directly related to the operation of the School. In accordance with this policy, any individual may address the Board on agenda or non-agenda items during the public comment period as long as they meet any legal provisions governing participation at public meetings. Individuals may present either in-person or by telephone.

Procedure

Individuals are strongly encouraged to discuss their comments and concerns with appropriate school staff members, administrators, and/or Board members before directing such comments to the entire Board during a meeting.

Each Board meeting agenda shall have a time designated for “public comment.”

In-person participants

To be recognized by the Chair, an individual must provide their name and a short description of the agenda item they wish to comment on to the Chair, along with any materials they want to have distributed to Board members, before the scheduled start of the meeting. The Chair will then announce the individual’s name at the appropriate time during the meeting. Each individual will be granted up to three (3) minutes to make his or her presentation. If requested, the Chair may grant additional time to individuals, circumstances permitting. After completion of any such presentation, the Chair shall ask whether there is any further public comment on the item at which time any member of the public present may come forward and make his or her presentation (which may be limited to three (3) minutes at the Chair’s discretion).

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 School Principal 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. In addition, an individual may raise the issue during public comment and

request that it be placed on a future agenda. No action can be taken by the Board until such item has been included on an agenda in accordance with the Open Meeting Laws.

Teleconference participants

Individuals who wish to address the Board telephonically should contact the School Principal by phone or by email at least twenty-four (24) hours before the scheduled start of the Board meeting. The individual shall provide his/her name, a phone number where he/she may be reached during the meeting, and a short description of the topic he/she wishes to address. If the individual wants to provide any written materials to the Board, these should be emailed to the School Principal at least twenty-four (24) hours before the scheduled start of the meeting. The School Principal will list these requests in the order in which they are received and provide them, along with copies of any materials submitted to the Board's Chair before the start of the meeting. Individuals who wish to participate will be called at the number they provided in the order in which they contacted the school, and will be granted up to three (3) minutes to make the presentation. If requested, the Chairperson may grant additional time to individuals, circumstances permitting. After completion of such presentations, the Chair shall ask whether there is any further public comment on the item at which time any member of the public present (telephonically or otherwise) may make his or her presentation (which may be limited to three minutes at the Chair's discretion).

Telephonic participants should be aware that there is no established time when they may be contacted to speak except that they will be called after the scheduled start of the meeting and before the Board considers the items the participant wishes to address. The total time for any individual to present, either in person or via telephone, shall not exceed three (3) minutes (depending upon the number of speakers), unless the Board grants additional time. Individuals who are attending the meeting in person may be given the first preference in speaking and for the duration requested.

In addition to the above, any Board member may ask a member of the public present to answer brief questions or make comments on an agenda item under discussion in order to gather information before deliberating on a decision.

Members of the public who require special accommodations to be able to attend the Board meeting should contact the School Principal or the specific contact person designated on the agenda for that meeting, at least twenty-four (24) hours prior to the meeting to make appropriate arrangements for attending the meeting.

FISCAL CONTROLS: PURCHASES BUDGETED POLICY

Date of Original Approval:

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

Purchasing Procedures

This section applies to purchases made directly by the School and does not apply to purchases made pursuant to the Professional Services Agreement with the School.

The Executive Director or designee may purchase supplies, materials, equipment, and services up to the amounts specified in the approved budget or per an approved Board action, while ensuring the below procedures are followed.

Pennwood Cyber Charter School will adhere to or fall within the parameters of the following process:

- A. Seek informal price quotations on purchases that are under \$5,000 except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the school.
- B. Whenever possible, obtain three competitive price quotations on purchases that are over \$5,000 for a single item, or \$10,000 in aggregate.
- C. All purchases over Ten Thousand (\$10,000) Dollars must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Office Manager shall not approve purchase orders or check requests lacking such documentation and must comply with the School's Procurement Policy. Documentation shall be attached to all check and purchase order requests showing that at least two (2) vendors were contacted, and such documentation shall be maintained for three (3) years. If specialty goods are not available through multiple vendors, documentation may include this information in lieu of a cost comparison.
- D. Purchase student equipment via RFP, in aggregate, prior to each school year, in order to provide students with the most recent technical advancements, as available and if applicable. This is done in relation to best practices rather than required by law.
- E. This will not apply to those purchases exempted from bidding requirement, as described in 16 Pa.C.S.A. sec. 1802(h).

No public funds shall be expended for the purchase of alcoholic beverages.

FISCAL CONTROLS: PURCHASES SUBJECT TO BID POLICY

Date of Original Approval:

Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

Purchases Subject to Bid

It is the policy of the Board to obtain competitive bids and price quotations for products and services where such bids or quotations are required by law or may result in monetary savings to the school district and in accordance with existing legal requirements ([1949 Act 14 \(d\) Contracts](#) and [1949 Act 14 Section 807.1 Purchase of Supplies](#)). The amounts regarding competitive bid and price quotation requirements are subject to adjustments based on the Consumer Price Index ([1949 Act 14 Section 120 Adjustments Based on Consumer Price Index](#)).

Competitive Bids

When seeking competitive bids, the Board shall advertise once a week for three (3) weeks in not less than two (2) newspapers of general circulation.

After due public notice advertising for competitive bids, the Board shall be authorized to:

1. Purchase furniture, equipment, school supplies and appliances having a total cost above the bid limit, unless exempt by law.
2. Contract for construction, reconstruction, repairs, maintenance or work on any school building or property above the bid limit, unless exempt by law.

The Board prohibits the practice of splitting purchases to avoid advertising and bidding requirements.

With kind, quality and material being equal, the bid of the lowest responsible bidder meeting bid specifications shall be accepted upon resolution of the Board, unless the Board chooses to reject all bids.

All orders or contracts should be awarded to the lowest responsible bidder; however, consideration can be given to:

- The quality of the item(s) to be supplied
- Its conformity with specifications
- Suitability to the requirements of the school
- Delivery terms

- The past performance of vendor

In addition to these factors, the Board may consider and provide a preference to bidders:

- Which use a Pennsylvania-based business as the primary contractor
- Which use one or more Pennsylvania-based business as subcontractors

The Board reserves the right to reject any and all bids.

The school is authorized to purchase all items within budget allocations that have been previously approved.

The Board will be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase exceeds the function. In the event when an emergency purchase is required in order for the school to maintain its current level of operation, the purchase will be brought to the attention of a designated member of the Board and will subsequently be ratified by the Board at the next regular meeting.

In order to promote efficiency and economy in the operation of the school, the Board requires that the school periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped, but with staggered delivery dates, will be made a part of the bid specifications.

Before placing a purchase order, the school shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school. All purchase orders shall be numbered consecutively.

All services/products purchased by the school will be confirmed as received prior to any payment being released to a vendor.

In the interests of economy, fairness, and efficiency in its business dealings, the Board may require that:

- Opportunity be provided to as many responsible suppliers as possible to do business with the school.
- A prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters.
- Where the requisitioner has recommended a supplier, the school may make alternate suggestions to the requisitioner if, in his/her judgment, better service, delivery, economy, or utility can be achieved by changing the proposed order.

- Upon the placement of a purchase order, the school will commit the expenditure against a specific line item to guard against the creation of liabilities in excess of appropriations.

Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

The Board recognizes that emergencies may occur when imminent danger exists to persons or property or continuance of existing school classes is threatened, and time forbidding cannot be provided because of the need for immediate action. Bidding decisions in the event of such emergencies shall be made in accordance with existing legal requirements.

Price Quotations

Unless exempt by law, at least three (3) written or telephonic price quotations shall be requested by the Board for:

1. Furniture, equipment, school supplies and appliances costing a base amount over the quotation limit but less than the bid limit, as prescribed by law.
2. All contracts for construction, reconstruction, repairs, maintenance or work on any school building or property, having a total cost or value of more than the quotation limit but less than the bid limit.

If it is not possible to obtain three (3) quotations, a memorandum must be kept on file showing that fewer than three (3) qualified vendors exist in the market area. The written price quotations, written records of telephonic price quotations and memoranda shall be kept on file for three (3) years.

Delegation of Responsibility

The Board may grant the Board Treasurer or Chief Executive Officer the authority to purchase supplies and award contracts in the amount and manner designated by applicable law

Pennwood Cyber Charter School

Board of Trustees Policy

REQUIRED HEALTH SERVICES POLICY

In compliance with the Pennsylvania School Code, the Board of Trustees (“Board”) shall require that the Pennwood Cyber Charter School (“Charter School”) students submit to appropriate health and dental examinations to ensure each student's health status is at an optimal level and that achievement is not lessened as a result of unresolved or undiagnosed health problems.

The Charter School acknowledges responsibility to provide all the health services outlined in 28 Pa. Code § 23.1 as follows:

- Medical examinations.
- Dental examinations.
- Vision screening tests.
- Hearing screening tests.
- Threshold screening tests.
- Height and weight measurements.
- Maintenance of medical and dental records.
- Tuberculosis tests.
- Special examinations.

Medical Examinations

Medical examinations as required by § 23.1 (relating to required health services) shall be provided on original entry into school, in grade six (5) and in grade eleven (11). Examinations shall be conducted by the school physician or school nurse practitioner.

In lieu of the medical examinations prescribed by this article, any child of school age may furnish the local school officials with a medical report of examination made at his own expense by his family physician on a form approved by the Secretary of Health for this purpose. In lieu of the medical examinations, parents/guardians may provide a medical report of examination by a family physician on a form approved by the Secretary of Health. The examination must take place and report must be furnished prior to the date fixed for the regularly scheduled

examination but no earlier than four (4) months prior to the opening of the school term during which the regular examination is scheduled.

Dental Examinations

Each student is also required to receive a comprehensive dental examination upon entry into school and in grades three (3) and seven (7). These examinations will be conducted by the school dentist or dental hygienist. A private examination conducted at the parents' request and at their expense will be accepted in lieu of the school examination.

When the parents or guardians inform the Charter School of financial inability to provide an examination, the charter school will advise them of the special school medical procedures available.

Other Examinations

Annual vision tests shall also be given to each student as well as, other tests as determined by the Pennsylvania Advisory Health Board including:

- Hearing tests for children upon original entry into school and in kindergarten, and grades one (1), two (2), three (3), seven (7) and eleven (11);
- Tuberculosis tests (PPD) for children upon original entry into school and in grade nine (9);
- Annual height and weight examinations for children in kindergarten through 12th grade including body mass index; and
- Scoliosis screening in grades six (6) and seven (7).

For each student transferring to the Charter School, the Chief Executive Officer (“CEO”) shall request an adequate health record from the transferring school. If the record is not transferred or missing necessary documentation, the Charter School shall conduct a medical exam for a comprehensive health appraisal upon student’s entry to the Charter School.

Health Records

The individual student records of health examinations and the results of required tests, measurements, screenings, regular and special examinations, and medical questionnaires will be maintained as a confidential record subject to statute and the policies of the Board. All health records will remain confidential, and their contents may be divulged only when necessary for the health of the learner or at the written request of the parent/guardian.

Religious Objections

A student who presents a statement signed by his/her parent or guardian that a medical examination is contrary to his/her religious beliefs shall be examined only when the Secretary of

Health determines that the student presents a substantial health menace to the health of other persons exposed to contact with the unexamined person(s).

Notifications

Parents and guardians of students who are to be examined will receive notification which will include the date and location of the examination and encouragement that the parent or guardian attend. Such notice may also include notification that the parent may have the examination conducted privately at the parents' expense and encouragement that the parent do so in the interest of providing continuity in the student's health care; and, notification that the student may be exempted from such examination if it is contrary to the parents' religious beliefs.

If it is determined by school health officials or teachers that a child deviates from normal growth and development or where school examinations reveal conditions requiring health or dental care, the parent or guardian of the student will be informed, and a recommendation will be made that the parent consult a private physician or dentist. The parent is required to report to the school, the action taken upon being notified.

Delegation of Responsibility

The CEO will instruct all staff members to observe students continually for conditions that indicate physical defect or disability and to report such conditions promptly to the school nurse.

When a CEO receives a report of the existence of a communicable disease in a student's family, the school physician, school nurse practitioner or nurse and the Department of Health must be notified in either circumstance.

A pupil with a communicable disease may not be readmitted to school except upon written receipt of a physician's certificate of recovery or a statement that the illness is not communicable, or upon instruction from the school physician, school nurse practitioner, or nurse.

Pennwood Cyber Charter School Residency Affidavit

Please complete the following statement. If the potential student is living, or will be living, in a household with more than one resident adult who will assume responsibility for the student, all such adult residents must complete and sign this statement.

This is a legal document. You may ask to see a copy of 24 P.S. subsection 13-1302 prior to signing this document and consult with an attorney if you have any questions or do not understand any portion of this document.

Resident Information

First Adult Resident's Full Name (Please print clearly) _____

Second Adult Resident's Full Name (Please print clearly) _____

Street Address _____ Apartment/Unit # _____ County _____

City _____ State _____ ZIP Code _____

Home Phone _____ Mobile Phone _____ Work Phone _____

Student's Full Name _____ Date of Birth _____

Date student began residing in your home _____ Student's Grade _____

Student's Last School Name _____

Street Address _____ County _____

City _____ State _____ ZIP Code _____

Custody Information

Do you intend to keep and support the child continuously and not merely through the school term? Yes No

Do you live in the school district and does the child live with you? Yes No

Are you supporting this child gratis (without personal compensation or gain)? Yes No

Will you assume responsibility and obligation for making all educational decisions? Yes No

Will you assume all personal obligations related to school requirements for this child that may include providing for required immunizations, uniforms, fees/fines, citations/fines, for attending parent-teacher conferences, or attending meetings/hearings/ concerning discipline? Yes No

First Adult Resident's Signature _____ Second Adult Resident's Signature _____ Date _____

Notary Name _____ Notary Stamp/Signature _____ Date _____

Per 24 P.S. subsection 13-1302, a person who knowingly provides false information in the above statement for the purpose of enrolling a child in a school district for which the child is not eligible commits a summary offence and shall, upon conviction for such violation, be sentenced to pay a fine of no more than three hundred dollars (\$300) for the benefit of the school district in which the person resides or to perform up to two hundred forty (240) hours of community service, or both. In addition, the person shall pay all court costs and shall be liable to the school district for an amount equal to the cost of tuition calculated in accordance with subsection 2560 during the period of enrollment.

Pennwood Cyber Charter School

Board of Trustees Policy

RIGHT TO KNOW POLICY

In accordance with the Right-to-Know Law, Act 3 of 2008, be it resolved that the Board of Trustees of the Pennwood Cyber Charter School (“Charter School”) hereby establishes the following:

- (1) Right-to-Know Law Policy,
- (2) Right-to-Know Law Request for Access to Records Form, and
- (3) Right-to-Know Law Request Fee Structure.

The Board of Trustees hereby directs that the Right-to-Know Law Policy, Right-to-Know Request for Access to Records Form and Right-to-Know Law Request Fee Structure be posted at Charter School’s main administrative office and, if Charter School maintains an Internet website, on Charter School’s Internet website together with the following:

- (1) Contact information for the Open Records Officer (may be included in the Right-to-Know Law Policy);
- (2) Contact information for the Office of Open Records or other applicable appeals officer (may be included in the Right-to-Know Law Policy); and
- (3) Any additional Administrative Procedures or regulations that may be developed consistent with this Policy and the Right to Know Law.

The Board further appoints the Charter School’s CEO as the Open Records Officer.

This Policy, Form and Fee Structure included herein, hereby replace and supersede all prior Policies, Forms and/or Fee Structures related to the Right-to-Know Law in effect at the Charter School.

In accordance with the Right-to-Know Law, Requesters may elect to access the Official Records Request Form available through the Office of Open Records.

The Board of Trustees of the Charter School directs the appointed Open Records Officer to implement procedures necessary to effectuate this Policy and to adhere to the requirements of the Right-to-Know Law. This policy supersedes and replaces all

previously adopted Right-to-Know Law Policies at the Charter School and any and all procedures related to the Right-to-Know Law at the Charter School shall be modified as consistent with this Policy.

Language in this Policy has been drafted taking into consideration the Right-to-Know Law and information available from and through the Office of Open Records and Pennsylvania Department of Education. Nothing in this policy shall be construed to conflict with applicable state and/or federal laws, including but not limited to the Right-to-Know Law and any and all applicable common law and cases developing from the Right-to-Know Law and/or interpreting the Right-to-Know Law. In the event the Right-to-Know Law is amended or otherwise revised, this Policy shall be interpreted to incorporate any revisions or changes to the Right-to-Know Law without the need for Board action.

The Open Records Officer is the individual designated by the Board to receive, review and respond to all requests directed to the Charter School pursuant to this Policy and applicable law.

A record of the Charter School is public provided the record is not:

- (1) Exempt under the Right-to-Know Law;
- (2) Exempt from being disclosed under any other Federal or State law or regulation or judicial order or decree; or
- (3) Protected by a privilege.

This Policy shall not be interpreted to require or allow access to any record that is not a Public Record under the Right-to-Know Law.

This Policy shall be interpreted to allow access to or duplication of Public Records to the extent required by the Right-to-Know Law.

For purposes of this Policy, a Requester is a person that is a legal resident of the United States and requests a record pursuant to the Right-to-Know Law. The term includes an agency.

Access to a record or written notice to a Requester granting, denying or partially granting and partially denying access to a record.

The Open Records Officer shall receive requests submitted to the Charter School under the Right-to-Know Law, direct requests to other appropriate persons in accordance with the Right-to-Know Law, track the Charter School's progress in responding to requests and issue interim and final Responses under the Right-to Know Law and this Policy.

The Charter School may designate a Public Records Access Room. The function of a Public Records Access Room is to provide a specific, established site where Requesters may have physical access to some or all of the Charter School's Public Records. If the Board elects not to establish such a room, the Open Records Officer shall determine on an ad hoc basis and in accordance with the Right-to-Know Law the building and room where Public Records will be made available to a Requester and the hours of availability.

In either instance the Open Records Officer has the discretion to establish procedures governing the use of the room including, but not limited to, the hours of access, the need and adequacy of proof of identification, restrictions or prohibitions on the removal of Records, the use of written requests and the ability of a Requester to bring his or her own equipment into the room.

Procedure for Requesting Records:

Oral requests. The Right-to-Know Law does not require the Charter School to respond to oral requests. The Open Records Officer shall refuse to accept any oral request.

Anonymous requests. The Right-to-Know Law does not require the Charter School to respond to Anonymous requests. The Open Records Officer shall refuse to accept any written request that does not identify the Requester.

Written requests. The Right-to-Know Law requires that the Open Records Officer act upon each non-anonymous written request when such request is submitted in person, by mail, by facsimile or email.

Contents of a request. The Right-to-Know Law sets forth various specifications for the contents of a written request. A Requester must submit a request in writing to the Open Records Officer on a form to be provided by the Open Records Officer or on the Official form issued by the Office of Open Records. The request must be addressed to the Open Records Officer and must set forth the name and address where the Charter School should address its Response. The request should identify or describe the Record or Records sought with sufficient specificity to enable the Charter School to ascertain which Records are being requested. The written request may be submitted in person, by mail, facsimile or email. Any Charter School Employee or Board Member who receives a request directed to the Open Records Officer shall immediately forward that request to the Open Records Officer.

The Right-to-Know Law provides that the Requester need not include the reason for the request or the intended use of the Records. Therefore, the Open Records Officer shall not insist that such a statement be provided, nor shall the Charter School reject or refuse a request on the grounds that no such reason was given.

Forms. The Charter School may create or adopt forms for use by Requesters in preparing written requests. In the absence of a form created by the Charter School, the Open Records Office's official Form must be used.

Identification. As the Right-to-Know Law states that the Charter School provide a Requester with access to a Public Record if the Requester is a legal resident of the United States, the Charter School may require the Requester to produce photographic identification to the extent allowed by the Right-to-Know Law.

Address all Open Records Requests to:

Right to Know Officer
INSERT

The Charter School shall post this information to its website and shall post it at a location that is publicly accessible.

The Right-to-Know Law provides that, upon receipt of a written Open Records Request, the Charter School must make a good faith effort to determine if the requested Record is a Public Record, financial record, or legislative record and to respond as promptly as possible under the circumstances existing at the time of the request, and that this time shall not exceed five (5) business days from the date the written request is received by the Charter School's Open Records Officer.

The five (5) business day period does not begin to run until the Charter School's designated Open Records Officer has received a written request in accordance with the Right-to-Know Law and this Policy. If an Open Records Request is submitted to the Charter School or to some Officer or employee of the Charter School other than the Open Records Officer, the five (5) business day period has not yet begun.

Either a final or an interim written Response must be made within five (5) business days from the date that the Open Records Officer received the request. If the Open Records Officer fails to respond within that time period, the Open Records Request is deemed denied.

The Right-to-Know Law and this Policy contemplate that Requesters will receive a Response within the five (5) business day period. However, the Right-to-Know Law and this Policy also provide the Charter School with certain specific exceptions to invoke a single extension of time, which may not exceed thirty (30) calendar days. If an extension is invoked and then there is no timely Response, the Open Records Request is

deemed denied. Likewise, if the Open Records Officer notifies the Requester that it needs more than the maximum of thirty (30) days, the request is deemed denied.

Processing of Open Records Requests by the Open Records Officer:

Upon receiving an Open Records Request, the Open Records Officer shall, at a minimum, promptly complete the following tasks to the extent required by the Right-to-Know Law:

- (i) Date-stamp or otherwise note the date of receipt on the Open Records Request.
- (ii) Compute the day on which the five (5) business day period will expire and make a notation of that date.
- (iii) Maintain a paper or electronic copy of the Open Records Request, including all documents submitted with it and the envelope (if any) in which it was received.
- (iv) Create an official file for the retention of the original Open Records Request.
- (v) Make a good faith effort to determine if the record requested is a Public Record and if the Charter School has possession, custody or control of the record.
- (vi) Maintain a copy of the Charter School's Response to the request.

For purposes of determining the five (5) business-day period:

- (i) A business day shall be from 8:00 a.m. until 4:00 p.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday, except those days when the offices of the Charter School are closed for all or part of a day due to a holiday; due to severe weather (such as a blizzard or ice storm); due to natural or other disaster; or due to the request or direction of local, state, or federal law enforcement officers.
- (ii) Any Open Records Request received by the Open Records Officer after the close of its regular business hours shall be deemed received by that office on the following business day.
- (iii) For purposes of determining the end of the five (5) business day period, the day that an Open Records Request is received (or deemed received) is not

counted. The first day of the five (5) business day period is the Charter School's next business day.

The act of providing a Requester with physical access to a document or a copy of the requested Record, in the Open Records Office, is a "Response" for purposes of this Open Records Policy. Unless the Charter School issues written policies to the contrary, only the Open Records Officer possesses the authority to permit this access.

Where timely access is not provided in accordance with above, the Act requires that the Charter School's Response be in writing. The Open Records Officer has the duty to prepare and send written Responses. In preparing a written Response, the Open Records Officer should consult, as necessary, with the Solicitor.

The Charter School is not required to create a Public Record that does not already exist, nor is the Charter School required to compile, maintain, format, or organize a Public Record in a manner in which the Charter School does not currently do so.

The Open Records Office shall send written Responses to Requesters by one of the following, in its discretion: United States mail, facsimile transmission; electronic transmission; overnight or parcel delivery service; or, courier delivery.

Access to Public Records:

Unless otherwise provided by law, a Public Record, legislative record or financial record shall be accessible for inspection and duplication in accordance with the Right-to-Know Law and this Policy. A Public Record, legislative record or financial record being provided to a Requester shall be provided in the medium requested if it exists in that medium; otherwise, it shall be provided in the medium in which it exists. Public Records, legislative records or financial records shall be available for access during the regular business hours of the Charter School.

The Charter School shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the Charter School does not currently compile, maintain, format or organize the record.

The Open Records Officer may respond to a records request by notifying the Requester that the record is available through publicly accessible electronic means or that the Charter School will provide access to inspect the record electronically. If the Requester is unwilling or unable to access the record electronically, the Requester may, within thirty days following receipt of the notification, submit a written request to the Open Records Officer to have the record converted to paper. The Charter School shall provide access to the record in printed form within five days of the receipt of the written request for conversion to paper.

The Act requires that, unless otherwise provided by law, the Public Records of the Charter School must be accessible for inspection by any Requester during the regular business hours of the Charter School. Unless the Charter School adopts written policies to the contrary, the regular business hours of the Charter School for purposes of the Act are from 8:00 a.m. until 4:00 p.m. on any business day.

Access shall be provided by the Open Records Officer either in the Open Records Office or the Public Records Access Room, at the discretion of the Open Records Officer, depending on the size, complexity or other circumstances of the request.

Notice of Review:

Upon receipt of a written request for access, the Open Records Officer shall determine if one of the following applies:

- (A) The request for access requires redaction of a record in accordance with the Right-to-Know Law;
- (B) The request for access requires the retrieval of a record stored in a remote location;
- (C) A timely Response to the request for access cannot be accomplished due to bona fide and specified staffing limitations;
- (D) A legal review is necessary to determine whether the record is a record subject to access under this act;
- (E) The Requester has not complied with the agency's policies regarding access to records;
- (F) The Requester refuses to pay applicable fees authorized by this act; or
- (G) The extent or nature of the request precludes a Response within the required time period.

Upon a determination that one of the above factors applies, the Open Records Officer shall send written notice to the Requester within five (5) business days of receipt of the request for access. The notice shall include a statement notifying the Requester that the request for access is being reviewed, the reason for the review, a reasonable date that a Response is expected to be provided and an estimate of applicable fees owed when the record becomes available. If the date that a Response is expected to be provided is in excess of thirty (30) days, following the five (5) business days allowed for in the Right-

to-Know Law, the request for access shall be deemed denied unless the Requester has agreed in writing to an extension to the date specified in the notice.

If the Requester agrees to the extension, the request shall be deemed denied on the day following the date specified in the notice if the Charter School has not provided a Response by that date.

Written Final Responses:

Types of final Responses. The Act provides for three (3) types of written final Responses:

- (i) The Charter School grants the entire Open Records Request;
- (ii) The Charter School refuses the entire Open Records Request;
- (iii) The Charter School grants part of the Open Records Request and refuses the remainder.

The failure of the Charter School to make a timely final Response is a Deemed Denial under the terms of the Act. Final Responses that deny Open Records Requests, both in whole or in part, shall be in writing by the Open Records Officer and include all of the following:

- (i) A description of the record requested;
- (ii) The specific reasons for the denial, including a citation of supporting legal authority;
- (iii) The typed or printed name, title, business address, business telephone number and signature of the Open Records Officer on whose authority the denial is issued;
- (iv) Date of the Response; and
- (v) The procedure to appeal the denial of access under the Right-to-Know Law.

If the Open Records Officer grants the request, the Response shall so inform the Requester and include any necessary information for access.

Redaction:

If the Charter School determines that a Public Record, legislative record or financial record contains information which is subject to access as well as information which is not subject to access, the Charter School's Response shall grant access to the information which is subject to access and deny access to the information which is not subject to access. If the information which is not subject to access is an integral part of the Public Record, legislative record or financial record and cannot be separated, the Charter School shall redact from the record the information which is not subject to access, and the Response shall grant access to the information which is subject to access. The Charter School may not deny access to the record if the information which is not subject to access is able to be redacted. Information which the Charter School redacts in accordance with the Right-to-Know Law shall be deemed a denial under the Right-to-Know Law.

Appeals:

If a written request for access to a record is denied or deemed denied, the Requester may file an appeal with the Office of Open Records or judicial, legislative or other appeals officer designated under the Right-to-Know Law within fifteen (fifteen (15)) business days of the mailing date of the Charter School's Response or within fifteen (fifteen (15)) business days of a deemed denial. The appeal shall state the grounds upon which the Requester asserts that the record is a Public Record, legislative record or financial record and shall address any grounds stated by the Charter School for delaying or denying the request. Unless otherwise provided by applicable law, the Office of Open Records shall assign an appeals officer to review the denial.

A person other than the Charter School or Requester with a direct interest in the record subject to an appeal under this section may, within fifteen (15) days following receipt of actual knowledge of the appeal but no later than the date the appeals officer issues an order, file a written request to provide information or to appear before the appeals officer or to file information in support of the Requester's position. Copies of the written request shall be sent to the agency and the Requester.

Posting:

The following information shall be posted at the Charter School and, if the Charter School maintains an Internet website, on the Internet website:

- (A) Contact information for the Open Records Officer.
- (B) Contact information for the Office of Open Records or other applicable appeals officer.
- (C) A form which may be used to file a request.
- (D) Regulations, policies and procedures of the Charter School relating to the Right-to-Know Law.

Current Information for the Office of Open Records:

Mailing Address:

Commonwealth of Pennsylvania
Office of Open Records
Commonwealth Keystone Building
333 Market Street, 16th Floor
Harrisburg, PA 17101-2234

Phone: 717-346-9903

Fax: 717-425-5343

Email: openrecords@pa.gov

The Charter School may deny a Requester access to a record if the Requester has made repeated requests for that same record and the repeated requests have placed an unreasonable burden on the Charter School. Such denial shall not restrict the ability to request a different record.

The Charter School may deny a Requester access:

- (i) When timely access is not possible due to fire, flood or other disaster; or
- (ii) To historical, ancient or rare documents, records, archives and manuscripts when access may, in the professional judgment of the curator or custodian of records, cause physical damage or irreparable harm to the record. To the extent possible, the contents of such a record shall be made accessible to a Requester even when the record is physically unavailable.

If, in Response to a request, the Charter School produces a record that is not a Public Record, legislative record or financial record, the Charter School shall notify any third party that provided the record to the agency, the person that is the subject of the record and the Requester. the Charter School shall notify a third party of a request for a record if the third party provided the record and included a written statement signed by a representative of the third party that the record contains a trade secret or confidential proprietary information. Notification shall be provided within five (5) business days of receipt of the request for the record. The third party shall have five business days from receipt of notification from the agency to provide input on the release of the record. The Charter School shall deny the request for the record or release the record within ten (10) business days of the provision of notice to the third party and shall notify the third party of the decision.

A Public Record shall be accessible for duplication by a Requester. The Charter School does not make duplication equipment available to a Requester but shall provide other means by which a Requester may obtain copies.

The Charter School will assign its own staff to make the duplications requested by the Requester; or it may contract for duplication services and require that the Requester pay the contractor for those services. The Charter School shall charge the Requester a reasonable fee(s) that is consistent with the prevailing charges in the geographic location where the duplication occurs.

Retention and Disposal of Public Records:

There are statutes, regulations and other laws that regulate the Charter School's retention and disposition of Records. The Charter School shall follow the mandates of these laws and regulations. Neither the Act nor this policy modifies, rescinds or supersedes any retention or disposition schedule established pursuant to law or other regulation.

Reasonable fees and charges as permitted by the Right-to-Know Law shall be established by the Board via Resolution and Established Fee Structure. The Board-approved list of fees shall be available for review by Requesters.

Such a fee structure may be amended from time to time as appropriate, using the standards provided in the Right-to-Know Law and shall not exceed the fee structure recommended by the Office of Open Records.

If the fee is for copying only and the anticipated cost exceeds \$100.00, the Charter School may allow access to the Records but shall refuse to make copies until the fee is paid. If the fee is for redacted copies or some other allowable service that is necessary

in order for access to be provided, the Charter School may deny access until the fee is paid. At no time will the Charter School accept cash as a method of payment.

The Charter School shall not charge a fee for review of a record to determine whether the record is subject to access.

All copies must be retrieved within ninety (90) days of the Charter School Response or the Charter School may, in the discretion of the Open Records Officer and to the extent allowed by law, dispose of copies made. The Requester remains responsible for fees incurred to the extent allowed by the Right-to-Know Law.

The Open Records Officer may waive fees set by the Board on a case-by-case basis consistent with applicable state and federal law.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

Charter School
Right-to-Know Law Request Fee Structure

The Right-to-Know law requires the establishment of a fee structure. The Charter School (“Charter School”) establishes the following fee structure in accordance with the Law and has derived this structure upon review of the Open Records Office’s Recommended Structure. The Law requires that the Office of Open Records review the fee structure biannually. For more information, please visit the Office of Open Records’ Official Fee Schedule: <https://www.openrecords.pa.gov/RTKL/FeeStructure.cfm> .

Record Type / Delivery Method	Fee Structure
Black & White Copies (first 1,000)	Up to \$0.25 per copy.
Black & White Copies (beyond 1,000)	Up to \$0.20 per copy.
Color Copies	Up to \$0.50 per copy.
Specialized Documents (3)	Up to actual cost.
Records Delivered via Email or Other Electronic Method	No additional fee may be imposed.
CD / DVD	Up to actual cost, not to exceed \$1.00 per disc.
Flash Drive	Up to actual cost.
Facsimile	Up to actual cost.
Other Media	Up to actual cost.
Redaction	No additional fee may be imposed.
Conversion to Paper	Up to \$0.25 per page.
Photographing a Record	No additional fee may be imposed.
Postage	Up to actual cost of USPS first-class postage.
Certification	Up to \$5.00 per record.

Please Also Be Advised in regard to the Right-to-Know Law Fee Structure:

Statutory Fees: If a separate statute authorizes the Charter School to charge a set amount for a certain type of record, the Charter School may charge no more than that statutory amount.

Inspection of Redacted Records: If a Requester wishes to inspect rather than receive a copy of a record and the record contains both public and non-public information, the Charter School shall redact the non-public information. The Charter School may not charge the Requester for the redaction. However, the Charter School may charge for the copies it must make of the redacted material in order for the Requester to view the public record. The fee structure outlined above will apply. If, after inspecting the records, the Requester chooses to obtain the copies, no additional fee may be charged.

Enhanced Electronic Access: If the Charter School offers enhanced electronic access to records in addition to making the records accessible for inspection and duplication by a Requester, the Charter School may establish user fees specifically for the **provision** of the enhanced electronic access, but only to the extent that the enhanced electronic access is in addition to making the records accessible for inspection and duplication by a Requester as required by the Right-to-Know Law. The user fees for enhanced electronic access may be a flat rate, a subscription fee for a period of time, a per-transaction fee, a fee based on the cumulative time of system access or any other reasonable method and any combination thereof. The user fees for enhanced electronic access must be reasonable, must be pre-approved by the Office of Open Records and shall not be established with the intent or effect of excluding persons from access to records or duplicates thereof or of creating profit for the agency. Any request is to be submitted to the Office of Open Records, 333 Market Street, 16th Floor, Harrisburg, PA 17101-2234.

Fee Limitations: Except as otherwise provided by statute, the law states that **no other fees may be imposed** unless the Charter School necessarily incurs costs for complying with the request, and such fees must be reasonable. No fee may be imposed for a review of a record to determine whether the record is a Public Record, legislative record or financial record subject to access. No fee may be charged for searching **for** or retrieval of documents. The Charter School may not charge staff time or salary for complying with a Right-to-Know request.

Prepayment: Prior to granting a request for access, the Charter School may require a Requester to **prepay** an estimate of the fees authorized under this section if the fees required to fulfill the request are expected to exceed \$100.

Once the request is fulfilled and prepared for release, the Office of Open Records recommends **that** the Charter School obtain the cost of the records prior to releasing the records. This recommendation is designed to avoid situations in which the Charter School provides the records and the Requester fails to submit payment.

Pennwood Cyber Charter School Enrollment and Lottery Policy

Purpose

Pennwood Cyber Charter School (“Pennwood”) is committed to maximizing open enrollment of students in grades K-12, while carefully considering student/teacher ratio to ensure all enrolled students are provided with quality instruction and support. In the event that an enrollment capacity is set and the number of enrollment applications during the annual open application period exceeds the available slots, then the school will conduct a publicly held random lottery selection process as set forth in this policy.

Nondiscrimination Assurances

Pennwood does not discriminate against any person on the basis of ethnic group identification, race, color, national origin, ancestry, sex, sexual orientation, gender identity, religion, physical or mental disability, athletic performance, language proficiency in English or another language, prior academic achievement, or age in the admission to, participation in, or receipt of any educational services or activities.

Open Application Period

Each year, Pennwood will have an open application period for the following school year which will take place in the spring. The dates of the open application period will be announced on the school’s website. The open application period will consist of at least 30 days. No applicants will be enrolled during the open application period. During this period applicants who are interested in enrolling must 1) complete the online registration form, which will be made available on the school’s website under “Enrollment” or 2) by calling Enrollment to request assistance. At the conclusion of the open application period, the school will determine the total number of applicants eligible for the lottery by grade level or cluster, as well as determine which applicants are eligible for the enrollment preferences as set forth in this policy.

Lottery Procedure

Upon accounting for enrollment preferences of certain students as set forth in this policy, if there are more completed applications than available slots at the end of the application period, a random lottery will be conducted. The lottery may be conducted by grade level or by grade clusters:

- Grades K-5
- Grades 6-8
- Grades 9-12

The order in which the grade levels or grade clusters are drawn, and the total number of students selected for each grade level or grade cluster may vary each year in consideration of the school’s overall enrollment limit, the expected number of returning students and any of their eligible siblings who complete an enrollment application during the open application period, and/or other operational factors.

Enrollment Priorities

Pennwood will prioritize the enrollment of certain students in accordance with 24 P.S. § 17-1723-A and pursuant to Pennwood's Charter Agreement. Enrollment preferences will be given to:

- Students who have been admitted to the school and who remain in attendance through subsequent grades;
- Siblings of students already admitted to or attending Pennwood Cyber Charter School; and
- Children of those actively involved in the development of the cyber charter school, including children of board members. Up to five (5) spaces will be held for the children of Founding Board Members which will be released if not filled by a published date.

Randomization of Lottery

In order to ensure a random lottery without the possibility of human bias and error, Pennwood will utilize a computer-generated randomization. The program will randomly select a student name from the pool of enrollment applicants for a specific grade level or grade cluster until the number of available slots are filled, or the pool of enrollment applications is exhausted.

Student Selection Process

As each student in a grade cluster is selected in the random lottery, siblings of that student who have also completed the registration form will be accepted, provided that a slot in their grade cluster is available.

The primary caretakers of the selected students will receive an email notification within five (5) business days after the lottery and must confirm their acceptance and complete the enrollment process, including submission of documents as required by Pennsylvania law, by a set deadline. Students who do not confirm acceptance and complete the enrollment process by the set deadline will forfeit their spot to the next eligible students on the waiting list.

When all available slots in a grade level have been filled, the primary caretakers of students who are not selected in the lottery will be notified within five (5) business days after the lottery. These students may continue to complete the enrollment process and will be placed on a waiting list in the order in which they complete the enrollment process. These students will be given priority on the waitlist as non-selected students and permitted to enroll if space becomes available in their respective grade level or cluster per Waitlist procedures. Movement from the waitlist is based on availability in a student's grade level and applicable enrollment preference. Because of this, parents will be notified when an opening is available based on the grade level opening or sibling preference and will be provided with a deadline to finalize the student's enrollment. Failure to finalize the student's enrollment by the set deadline will forfeit their spot to the next eligible student on the waitlist.

Waitlists

Pennwood will continue to accept applications and admit eligible students in the order in which enrollment applications are received, based on availability in their respective grade levels or clusters. If the school is over-subscribed, these students will be placed on the waitlist in order of the automatically recorded time/date stamp recorded when they complete the enrollment application. As slots become available, these students will be offered a slot based on 1) the availability of space in their grade level or

cluster, 2) enrollment priority (including students that participated in the lottery but were not selected), and their place on the waitlist. Students who are offered slots will have a deadline by which to complete their enrollment process. Failure to complete the student's enrollment by the set deadline will result in forfeiture of their spot to the next eligible student on the waitlist. The waitlist is for one school year only and will not carry over from school year to school year. A new application must be submitted each school year.

Pennwood Cyber Charter School

Board of Trustees Policy

STUDENT SERVICES POLICY

The Board of Trustees (“Board”) of the Pennwood Cyber Charter School (“Charter School”) recognizes that the provision of an educational program to its students may require services and supports in addition to academic instruction. In accordance with 22 Pa. Code §12.41, each school entity must prepare a written plan for the implementation of a comprehensive and integrated K-12 program of the student services based on the needs of its students.

- The plan shall be prepared and revised in accordance with the time frames and procedures described in § 4.13(c) (relating to strategic plans).
- Services offered by community agencies in public schools shall be coordinated by and under the general direction of Charter School.
- The plan shall include policies and procedures for emergency care and administration of medication and treatment under the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. sections 780-101 – 780-144) and guidelines issued by the Department of Health. The Department of Health guidelines are available from the Division of School Health, Department of Health, P. O. Box 90, Harrisburg, PA 17108.

Though the variety of student services offered will differ from school to school depending upon its size and the needs of its students, the following categories of services will be provided in planning student services:

Developmental Services

- Developmental services for students that address their developmental needs throughout their enrollment in school.
- Developmental services include guidance counseling, psychological services, health services, home and school visitor services and social work services that support students in addressing their academic, behavioral, health, personal and social development issues.

Diagnostic Intervention and Referral services

- Diagnostic, intervention and referral services for students who are experiencing problems attaining educational achievement appropriate to their learning potential. Diagnostic services are used by student services staff to identify barriers that limit a student’s success in school. Intervention services actively engage student services staff in activities planned to reduce or eliminate specific barriers to student success.
- Student services staff may arrange for referrals to other school-based or school- linked professionals or may refer parents and guardians to appropriate community-based services for assistance.

Consultation and Coordination Services

- Consultation and coordination services for students who are experiencing chronic problems that require multiple services by teams or specialists.
 - Consultation services are used by student services staff, in partnership with parents or guardians, to obtain assistance to address barriers and issues that are outside the scope of the student services professional.
 - Consultation and coordination services may be used to assist in the diagnosis, intervention or referral of students who face barriers to success.
 - Coordination services connect school resources with other available resources to assist students in meeting their educational objectives.

Student services must be an integral part of all levels of Charter School's' instructional program and provide the following:

- Information to students and parents or guardians about educational opportunities of Charter School's instructional program and how to access these opportunities.
- Career information and assessments so that students and parents or guardians might become aware of the world of work and of a variety of career options available to individual students.
- Basic health services outlined in Article XIV of the Public School Code for students and information to parents or guardians about the health needs of their children.

Participation in Student Assessments and Surveys

- When student assessments using individual surveys are administered, parents or guardians shall be informed of the nature and scope of the surveys and of their relationship to the educational program of their child consistent with the section 445 of the General Education Provisions Act (20 U. S. C. §1232h) regarding the protection of pupil rights.
- Parents or guardians, or the student (if they are 18 years or older), have the right to refuse to participate in the survey via procedures established by Charter School.

Qualifications of Charter School Staff

All Charter School staff delivering student services will be specifically licensed or certified as required by applicable Pennsylvania statute or regulation.

The Charter School will refer to the Pennsylvania Department of Education for guidelines and technical assistance in planning student services.

**Attachment B - SWORN STATEMENT BY RESIDENT UNDER §13-1302
TO BE COMPLETED BY RESIDENT ONLY**

Instructions: Please complete the following statement. If the potential student is living, or will be living, in a household with more than one resident adult who will assume responsibility for the student, all such adult residents must complete and sign this statement.

This is a legal document. You may ask to see a copy of 24 P.S. §13-1302 prior to signing this document, and consult with an attorney if you have any questions or do not understand any portion of this document.

1. Your Name _____
Home Address _____
Home Telephone Number _____ Work Number _____

2. Do you live in the school district and does the child live with you? Yes ____ No ____

3. Child's Full Name _____
Birth Date _____ Grade _____
Name & Address of Last School Attended _____
Date child began/will begin to reside in your home _____

4. Are you supporting this child gratis (without personal compensation or gain)?
Yes ____ No ____

5. Will you assume all personal obligations related to school requirements for this child that may include providing for required immunizations, uniforms, fees/fines, citations/fines for truancy, attending parent-teacher conferences, or attending meetings/hearings concerning discipline? Yes ____ No ____

6. Do you intend to keep and support the child continuously and not merely through the school term? Yes ____ No ____

Through my notarized signature, I/We understand that the school district, pursuant to guidelines issued by the Department of Education and their own written policy, may require other reasonable information to be submitted to confirm this sworn statement.

Signed by resident(s) and notarized _____

Per 24 P.S. §13-1302, a person who knowingly provides false information in the above statement for the purpose of enrolling a child in a school district for which the child is not eligible commits a summary offense and shall, upon conviction for such violation, be sentenced to pay a fine of no more than three hundred dollars (\$300) for the benefit of the school district in which the person resides or to perform up to two hundred forty (240) hours of community service, or both. In addition, the person shall pay all court costs and shall be liable to the school district for an amount equal to the cost of tuition calculated in accordance with §2561 during the period of enrollment.

Parent and Family Engagement Policy

GENERAL EXPECTATIONS

Introduction

Parent and family involvement and engagement are critical to the success of the School and integral to improving student academic achievement. Parents serve as Learning Coaches and play an active role in the learning process, providing input and communicating regularly with teachers. Parents have access to their student's Grade Book at any time by logging into the school's proprietary education management system (EMS). This provides parents with transparency into their student's academic performance on a day-to-day basis.

This document explains how the School will put into operation programs, activities, and procedures for involving parents in its Title I, Part A programs, consistent with Section 1010 of the Every Student Succeeds Act (ESSA). Those programs, activities, and procedures are planned and operated with meaningful consultation with parents of participating students consistent with Section 1010 of the ESSA. This document also explains how the school provides opportunities for parents with limited English proficiency, parents with disabilities, and parents of migratory children to participate. The school provides information and school reports required under the ESSA in an understandable and uniform format (including alternative formats upon request) and, to the extent practicable, in a language parents understand. The School involves parents of students served by the Title I, Part A program in decisions about how Title I, Part A funds reserved for parent involvement are spent.

If the plan for Title I, Part A, developed under Section 1006 of the ESSA, is not satisfactory to the parents of participating students, the School will submit any parent comments with the plan when the School submits the plan to the Pennsylvania Department of Education.

Accompanying this Parent and Family Engagement Policy is the School's *School-Parent Compact*.

A Description of How the School Will Implement Required Parent and Family Engagement Policy Components

The School builds the School's and parent's capacity for strong parent involvement. This ensures effective involvement of parents and supports a partnership among the School, parents, and the community to improve student academic achievement, through the following activities specifically described herein.

- 1. The School provides assistance to parents in understanding topics such as Pennsylvania's academic content and academic achievement standards, state and local academic assessments including alternate assessments, how to monitor their**

child's progress, and how to work with educators. The School provides materials and training to help parents work with their student to improve their student's academic achievement and using technology, as appropriate, to foster parent involvement.

- During the school year, teachers and parents communicate regularly via WebMail, telephone, and LiveLesson™ sessions. Teachers formally conference with parents regularly. In addition, parents are directly involved in checking daily student work for completeness and may view student grades and other progress indicators in real time.
- Parents have the opportunity to be intimately familiar with their students' progress on a day-to-day basis. The School's unique EMS technology platform ensures that all parents have access to complete data about their children's learning on a 24/7 basis. In the EMS, parents can view, in real time, an indicator of whether or not their student is on track and making adequate progress. Students who are not on track (based on lesson/assessment completion, attendance, and/or contact with the teacher) are identified as "approaching alarm" or on "alarm.". The School contacts the parent of any student in "alarm" or "approaching alarm" by WebMail. When on "alarm," the school will contact the parent(s) by certified mail and/or telephone, to discuss issues impeding the student's progress and to discuss strategies for getting back "on track." Parents are also provided with frequent reports on their student's progress. For students who are struggling, school staff meet weekly at staff meetings to develop an intervention plan that directly involves the student's parent.
- Materials to encourage parent involvement are provided (with no cost to the family) including online training, a handbook, and school newsletters. Daily lesson plans are accessible 24/7 and enable parents to review and understand the objectives of each lesson so that they can support their student's learning effectively. The teaching and administrative staff and curriculum and technical support staff are also available via WebMail or telephone to provide required assistance and advising support.
- The School provides ongoing training and support to help parents carry out their important role while making optimum use of the available technology tools and professional teacher support. The School's specific training and support efforts include a Parent Orientation to familiarize parents with the features and components of EMS. The training also includes building an effective understanding of the academic program (content, standards and assessment) as well as real-time tools for monitoring and improving student performance.
- The School holds parent-teacher welcome calls during which the School-Parent Compact is discussed as it relates to the individual child's achievement. If there are performance concerns, or if students are falling behind and in escalation, the student's teacher contacts parents via phone and/or WebMail and includes other teaching or administrative staff as needed. The call focuses on the student's performance and what actions need to occur to get the student back "on-track".

Teachers may also set up an in-person meeting to discuss any student or parent concerns and to work collaboratively to set goals and identify a timeline for improvement.

- Parents have multiple opportunities to shape the overall school experience. They can volunteer to chaperone student field trips, serve as community coordinators, assist with student activities, serve on the School's Board of Trustees/Directors and/or Parent Advisory Committee as well as participate in Title I planning meetings. Parents, Caretakers, and families may volunteer at the School; however, volunteering is not required.

2. The School involves the entire school staff, parents, and students in the joint development of its Parent and Family Engagement Policy and School-Parent Compact for improved student academic achievement under Section 1006 of the ESSA and to build and develop a partnership with parents in the process of school review and improvement to help children achieve Pennsylvania's high standards under Section 1010 of the ESSA.

At least one meeting is held annually, with the option to participate via telephone or LiveLesson session, to discuss the Parent and Family Engagement Policy and School-Parent Compact. Further feedback is solicited through multiple avenues, including the “feedback” link on EMS, phone, WebMail, monthly school newsletters, field trips and back-to-school activities, and other parent-oriented activities. The EMS contains a rating system that allows parents to rate and comment on each lesson in which they engage from a low of one star to a high of five stars. The Board intends to maintain at least one parent representative among its members. The School also surveys parents each year in order to evaluate the School on a number of criteria, including student progress, teacher support, and the quality of curriculum.

3. Evaluation of the Parent and Family Engagement Policy and School-Parent Compact

The School conducts an annual evaluation of the content and effectiveness of this Parent and Family Engagement Policy in improving the quality of its Title I, Part A plan. The evaluation includes identifying barriers to greater participation by parents in parent involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The School uses findings of the evaluation of its Parent and Family Engagement Policy and activities to design strategies for more effective parent involvement, and to revise, if necessary (and with the involvement of parents) its parent and family engagement policies.

Evaluation methods include:

- Hold at least one annual meeting, with the option to participate via telephone or LiveLesson
- Administer an annual parent satisfaction survey which includes questions about academic interventions.

- Solicit feedback through multiple avenues, including the “feedback” link on EMS, telephone, newsletters, and WebMail

4. The School educates its teachers, principals, and other staff on how to reach out to, communicate with, and work with parents as equal partners; on the value and utility of contributions of parents; and on how to implement and coordinate parent programs and build ties between parents and schools.

The School is committed to providing high-quality and ongoing professional development for both parents and staff to improve instruction and drive toward proficiency on academic standards. The School provides teacher training and professional development programs to equip teachers with the following:

- A working knowledge of the School’s curriculum.
- How to communicate and work effectively with parents/families.
- How to utilize and navigate the tools in EMS
- How to develop personalized learning plans and individualize instructional programs, including communicating with parents regarding instruction.
- Review of the different forms of assessment and how to utilize test results to guide instruction.
- Knowledge of school processes and policies.
- How on-site staff and virtual teachers work collaboratively in the best interest of each student.

5. The School ensures that information related to the School and parent- programs, meetings, and other activities, is sent to the parents of all participating children, including parents with limited English proficiency, parents with disabilities, and parents of migratory children, in a format and language parents can understand (including alternative formats upon request) and, to the extent practicable, in a language the parents can understand.

- The School makes effective use of all available technologies to distribute information to parents.
- In addition, parents are encouraged to set up conferences to discuss their student's performance.
- Regular newsletters announce upcoming school events and are available online to all parents.
- Certain critical communications may also be provided in print format. For example, the parent training modules are available in print as well as online, and official communications from the school about compliance or discipline issues are also provided via hard-copy mail upon request.
- The School also develops and makes available, via EMS, a school handbook that details all policies and procedures specific to the School. Translation of materials or availability of materials in other formats (e.g., for those who have difficulty with their vision) are made available upon request.

6. The School builds the School's and parent's capacity for strong parent involvement to

ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities.

As a cyber charter school, the School is able to use technology and the working partnership between parents and the school staff to facilitate the full participation of parents who might otherwise face barriers to involvement. For example, parents with disabilities who might otherwise find it difficult to participate in their child's brick-and-mortar classroom can readily interact through our online tools and resources. The School makes every effort to provide information in an understandable language and format so that parents can actively participate in their student's schooling.

7. The School provides parents of students receiving Title I services reasonable access to staff and opportunities to volunteer, participate, and observe their child's lessons. The School also provides other reasonable support for parent involvement activities as parents may request.

- Students have the opportunity to participate regularly in both face-to-face and virtual community activities. Face-to-face activities include field trips and community outings. Teachers use the telephone quite extensively in communicating with students and parents.
- WebMail is the proprietary private email system included in EMS. WebMail is a "closed" system. Students, parents, and teachers may only use it to communicate with each other, and are protected from spam, contact from strangers, and other mainstream email issues.
- Once enrolled, families have access to an area of EMS called the Message Boards. These boards contain moderated conversations between parents, students, teachers, and specialists. All members can access and review these boards. Parents can choose to limit their student's access to the boards by going to the student's Student Information Form and making the appropriate adjustments.
- Other examples of support to be provided for parent involvement activities include, but are not limited to: providing multiple ways to attend meetings (face-to-face, phone, LiveLesson sessions, and recordings), translating materials upon request, and holding one-on-one meetings and so forth.

PART IV. ADOPTION

This Parent and Family Engagement Policy has been developed jointly with, and agreed on with, parents of students participating in Title I, Part A programs, as evidenced by agenda and minutes of annual parent meetings.

This policy was adopted by the Board of Directors of the School on the date signed below and will be reviewed annually.

School Parent Compact

Parents, students, and the entire school staff have a shared responsibility to help students achieve academic success. This compact lists mutual responsibilities for attaining the school's mission. This compact, signed by a school representative, a parent and the student, is in effect until revoked.

The School and the parents of the student(s) participating in activities, services, and programs funded by Title I, Part A of the Every Student Succeeds Act (ESSA) agree that this compact outlines how the parents, the students, and the entire school staff will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve Pennsylvania's high standards.

Charter School Commitments

- Involve parents in planning, reviewing, and improving the school's parental and family engagement policy, in an organized, ongoing, and timely way.
- Involve parents in developing the school-wide program plan, in an organized, ongoing, and timely way.
- Hold at least one annual meeting to inform parents of the school's participation in Title I, Part A programs, and to explain the Title I, Part A requirements, and the right of parents to be involved in Title I, Part A programs.
- Provide information to parents of participating students in an understandable and uniform format, including alternative formats upon the request of parents with disabilities, and, to the extent practicable, in a language that parents can understand.
- Provide opportunities (upon request) for regular meetings so that parents can provide suggestions, and participate, as appropriate, in decisions about the education of their children. The school will respond to any such suggestions as soon as practicably possible.
- Provide to each parent an individual student report about the performance of their child on the state assessments in at least math, language arts, and/or reading.
- Provide each parent timely notice when their child has been assigned or has been taught for four or more consecutive weeks by a teacher who does not meet state-specific teacher effectiveness requirements.

Parent/Guardian Commitments

I understand that my participation in my child's education will positively impact his/her achievement and attitude. Therefore, I will do my best to:

- Ensure that my child participates in school regularly.
- Establish a time and quiet place for my child to complete schoolwork.
- Ensure that my child participates in all required state testing
- Support the school in its efforts to maintain proper discipline.
- Read school communications and respond when necessary.
- Attend school functions, support school activities, and make every effort to maintain regular contact with my child's teachers.
- Actively participate in decisions relating to the education of my child.
- Show an interest in my child's well-being and encourage my child to do his/her best.
- Share information and concerns about my child and about the school, and work together with the school to resolve problems.

Student Commitments

I know that my education is important and that I am responsible for my success. Therefore, I will do my best to do all of the following:

- Participate in school regularly and be prepared with all materials, including homework and a positive attitude.
- Put forth my best effort that includes paying attention and participating in class discussions, and asking for help when needed.
- Cooperate with other students and adults involved in lessons and classes.
- Respect the rights and property of others and follow all school rules. This includes showing respect by not acting in a hostile manner or creating fear in others.
- Use appropriate language to communicate with adults and other students and be responsible for my own behavior.

Pennwood Cyber Charter School

Board of Trustees Policy

TITLE IX POLICY

Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*, protects students from discrimination based on sex in educational programs or activities that receive Federal financial assistance. Title IX states that:

No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by a recipient, which receives Federal financial assistance.

This policy reaffirms the commitment of the Charter School (“Charter School”) to comply with Title IX. This policy covers student on student as well as employee on student sexual harassment.

When Does Title IX Apply?

Title IX covers sexual harassment that happens in a school’s “education program or activity.” This includes locations, events, and circumstances where a school exercises substantial control over the context of the alleged harassment and the person accused of committing the sexual harassment.

Sexual Harassment

Title IX prohibits the following conduct on the basis of sex that satisfies one or more of the following:

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school’s education program or activity.
- School employee conditioning educational benefits on participation in unwelcome sexual conduct, otherwise known as “Quid pro Quo” harassment.

- "Sexual assault," as defined in 20 U.S.C. 1092(f)(6)(A)(v) "dating violence," as defined in 34 U.S.C. 12291(a)(10) "domestic violence," as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30)

Charter School's Response to Allegations/Knowledge of Sexual Harassment

Once the Charter School has actual knowledge of sexual harassment or allegations of sexual harassment, the Charter school must respond or take action.

The Charter School has "actual knowledge" when it has been given notice that a person may have been victimized by sexual harassment. Any person, whether the alleged victim or a parent, friend, or bystander, has the right to report sexual harassment to put the Charter school on notice. A report to any school employee will result in the Charter School having "actual knowledge." Further, Charter School personnel who personally witness sexual harassment can mean that the Charter School has "actual knowledge."

The Charter School cannot be "deliberately indifferent" in responding to a complaint of sexual harassment. That means that it cannot be "clearly unreasonable" in light of the known circumstances. Upon receipt of a complaint, the Title IX Coordinator must act promptly, and must provide the following information to the complainant:

- The availability of supportive measures
- The right to file a complaint
- How to file a complaint

Supportive Measures:

Supportive measures are free, individualized services designed to restore or preserve equal access to education, protect or preserve equal access to education, protect safety, or deter sexual harassment. A complainant does not need to file a formal complaint for him/her to receive supportive measures. Supportive measures are intended to support a student and are not punitive or disciplinary with respect to another student. These measures do not unreasonably burden any other person. Each student, the complainant and respondent, must have equal access to education prior to any determination of responsibility.

Examples of supportive measures include:

- Counseling
- Extension of deadlines
- Modification or work or class schedules
- Escort services
- Mutual restrictions on contact between individuals

The Title IX Coordinator is responsible for implementing these supportive measures and must consider the alleged victim's wishes when it comes to requests for supportive measures. Generally, these measures must remain confidential.

Title IX Coordinator:

Per Title IX federal funding mandates, the Charter School shall designate a Title IX Coordinator whose duties will include:

- (a) receiving reports from victims and third parties of sexual discrimination or sexual harassment in person or by mail, telephone, email, or any other means that results in the Title IX Coordinator receiving the report at any time, including nonbusiness hours;
- (b) oversee mandated (seven-year) recordkeeping regarding investigations, appeals, informal resolutions, and training for Coordinator, investigators and decision-makers on the definition of sexual harassment in the Final Rule, the application of the Title IX policy, how to make relevancy determinations (including how to apply rape shield protections for complainants), the Charter School's education program or activity, and the grievance process, including how to conduct investigations, hearings (including technology for live hearings), appeals, informal resolution processes, how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
- (c) maintaining current contact information in Charter School's nondiscrimination notices and website;
- (d) ensuring Charter School is compliant with Title IX, coordinating the investigation and disciplinary process and looking for patterns or systematic problems with compliance to ensure Charter School fulfills federal obligations;
- (e) signing formal complaints alleging sexual harassment;
- (f) receiving notice of sexual harassment or allegations of sexual harassment (or authorized Charter School representative authorized to institute corrective measures), triggering actual knowledge designation;
- (g) upon receipt of a complaint, providing prompt info to complainants about availability of supportive measures, the right to file a complaint and how to file a complaint and consideration of complainant's wishes regarding supportive measures;
- (h) ensuring the Charter School grievance process and the Title IX Coordinator, investigator, decision-maker and facilitator of an informal resolution process is free of conflicts of interest or bias against a party;
- (i) dismissing a complaint (1) when complainant provides written notice to the Title IX Coordinator to do so, (2) when allegations do not constitute sexual harassment, (3) if the allegations did not occur in the Charter School's

- educational program or activity, (4) if the allegations did not occur in the United States, (5) if respondent is no longer enrolled or employed by the Charter School, or (6) when specific circumstances prevent the gathering of evidence sufficient to reach a determination;
- (j) coordinating Charter School efforts to comply with Title IX; and
 - (k) respecting a complainant's wishes regarding whether the Charter School investigates, unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances;

The Charter School's Title IX Coordinator's duties do not include:

- (a) the ability to be named the decision-maker tasked with issuing a written determination regarding responsibility with findings of fact, conclusion about whether the alleged conduct occurred, rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent and whether remedies will be provided to the complainant (Title IX Coordinator or the investigator cannot be named decision-maker);
- (b) the ability to be named as the decision-maker on any appeal (cannot be the same person as the initial decision-maker on the formal complaint, the investigator, or the Title IX Coordinator);
- (c) any other job responsibility that creates a conflict of interest with responsibilities under Title IX;
- (d) becoming a complainant or a party during the grievance process upon the signing of a formal complaint; and
- (e) a requirement that the Title IX Coordinator file a formal complaint any time the Charter School received notice of multiple reports against a particular respondent and corresponding safe harbor.

Grievance Procedures

Procedures outlining the Title IX Grievance Process that are consistent with this policy and final rules from the United States Department of Education are attached to this policy.

The Charter School will follow a grievance process that complies with the Final Rule before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

The Charter School will not restrict rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment, when complying with Title IX.

The Charter School will investigate sexual harassment allegations in any formal complaint, which can be filed by a complainant, or signed by a Title IX Coordinator.

It is the policy of the Charter School during the grievance process to treat complainants and respondents equitably. That includes providing remedies to a complainant if a respondent is found responsible, and by following these policies in imposing discipline on the respondent.

The Title IX Coordinator shall be capable of conducting a thorough and complete investigation and shall seek advice and assistance from the Board of Trustees if the Title IX Coordinator believes that he or she lacks the capacity to conduct a thorough and complete investigation of the alleged misconduct. If the Title IX Coordinator or the CEO is the one accused of sexual harassment, or the Title IX Coordinator has bias or a conflict of interest, the Board will appoint a qualified individual who is not employed by the Charter School to conduct the investigation.

If the Title IX Coordinator submits the complaint, the Title IX Coordinator must recuse him/herself from the investigation and allow the Board to appoint a qualified individual who is not employed by the Charter School to conduct the investigation.

Once the Title IX Coordinator completes his/her investigatory report, the case will be turned over to a neutral decision maker for the hearing process. A neutral decision maker must be a person(s) who is free from all conflicts of interest or bias for or against complainants or respondents and must receive special training about how to be impartial and how to decide what evidence is relevant.

A school can remove a respondent from the Charter school's educational programs or activities on an emergency basis if the respondent poses an immediate threat to anyone's physical health or safety. If the respondent is an employee, the Charter school may place the employee on administrative leave pending the investigation.

No one will be forced, threatened, coerced, or discriminated against for choosing not to be a part of this grievance process.

Both complainant and respondent have equal rights throughout the entire investigation and hearing process, including, but not limited to, the opportunity to present witnesses and evidence, including expert witnesses, as well as inculpatory and exculpatory evidence. The Charter School will further comply with all disability laws to ensure that all participants are appropriately accommodated.

Publishing Requirements of this Policy:

The Charter School will disseminate a notice of nondiscrimination, which the U.S. Department of Education recommends should specify that sexual harassment and violence are prohibited. Such notice shall appear in the Charter School's student handbook and/or code of conduct, on the Charter School's website, and be available in print on campus so that school members may understand its purpose and utility and include enough detail in the policy so that members of the community realize that sexual harassment and sexual violence are prohibited forms of sex discrimination.

The Charter School will adopt and publish a grievance procedure outlining the complaint, investigation, and disciplinary process for addressing sex discrimination, sexual harassment, and sexual violence occurring within educational programs. This process should address discrimination perpetrated by students, employees, or third parties. Additionally, school security and/or law enforcement personnel must notify victims of their rights to use the Charter school's grievance procedure in addition to being able to file a criminal complaint.

This grievance procedure requires the Charter school's process be "prompt and equitable," meaning it must be a timely response to discrimination and provide both parties equivalent rights during the disciplinary process rather than having one-sided due process. For example, if the accused student is given a right to have an attorney present, so may the accusing student.

While sexual misconduct complaints may be resolved through informal mechanisms, such as mediation, students are not required to use informal methods of grievance resolution and should not be pressured into such a process.

The Charter School will provide educational and awareness programming on sexual harassment and discrimination. The Charter School must address hostile educational environments created by sex discrimination, sexual harassment, and sexual violence school-wide. Addressing a hostile environment means remedying a current situation, addressing its effects, and preventing its recurrence in the future.

The Charter School will maintain and make publicly available on its website all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process (or available in response to a request from the public if it does not maintain a website).

The Charter School shall designate an individual as its Title IX Coordinator and publish the Coordinator's name, title, office address, email address and phone number on its website, notifying applicants for admission or employment, students, parents, legal guardians, employees, and unions of this designation. Designating one employee as the

Title IX Coordinator ensures that students and employees know that notifying the Title IX Coordinator triggers the Charter School's legal obligations to respond to sexual harassment under the regulations.

Training

Title IX mandates that Charter School employees that address sexual violence complaints have appropriate training. The U.S. Department of Education (ED) recommends that teachers, campus security, administrators, counselors, nurses, cleaning staff, coaches, and others likely to receive reports be trained on how to identify and report sexual harassment and violence.

Per the Department of Education, the Charter School will:

- 1) Ensure that responsible employees with the authority to address sexual violence know how to respond appropriately to reports of sexual violence;
- 2) That other responsible employees know that they are obligated to report sexual violence to appropriate school officials; and
- 3) That all other employees understand how to respond to reports of sexual violence.

The Charter School will ensure that counselors and advocates understand the extent to which they may and will keep a report confidential.

The Charter School will provide training to all employees likely to witness or receive reports of sexual violence, including teachers, campus security, school administrators, school counselors, general counsels, athletic coaches, and nurses.

The Charter School will train responsible employees to inform students of:

- 1) The reporting obligations of responsible employees;
- 2) Students' option to request confidentiality and available confidential advocacy, counseling, or other support services; and
- 3) Their right to file a Title IX complaint with the Charter School and to report a crime to campus security or local law enforcement.

The Charter School will ensure that the Title IX Coordinator, investigator, decision-maker, and/or facilitator of an informal resolution process be free of conflicts of interest or bias against a party and that such Charter School Title IX personnel be trained on the application of the Title IX Policy, the definition of sexual harassment in the Final Rule, the scope of the Charter School's education program or activity, how to conduct an investigation and grievance process, including hearings (and technology to be used at a

live hearing), appeals, and informal resolution processes, as applicable, and how to make relevancy determinations (and applying rape shield protections for complainants) and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

The Charter School shall maintain and make publicly available on its website all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process (or available in response to a request from the public if it does not maintain a website).

The training materials must be impartial and not rely on sex stereotypes.

Additionally, the Charter School will ensure that staff members are capable of providing culturally competent counseling to all complainants. It will ensure that its counselors and other staff who are responsible for receiving and responding to complaints of sexual violence, including investigators and hearing board members, receive appropriate training about working with Lesbian/Gay/Bi-sexual/Transgender and gender-nonconforming students and same-sex sexual violence.

The Charter School will also ensure that any reporting forms, information, or training about sexual violence be provided in a manner that is accessible to students and employees with disabilities, for example, by providing electronically-accessible versions of paper forms to individuals with print disabilities, or by providing a sign language interpreter to a deaf individual attending a training.

To ensure that students understand their rights under the laws cited herein, the Charter School will provide age-appropriate training to its students regarding Title IX and sexual violence. Training may be provided separately or as part of the Charter School's broader training on sex discrimination and sexual harassment.

The Charter School may include these education programs in its orientation programs for new students, faculty, staff, and employees, training for student athletes and coaches, and assemblies and "back to school nights." These programs will include a discussion of what constitutes sexual harassment and sexual violence, the Charter School's policies and disciplinary procedures, and the consequences of violating these policies.

The Charter School also will include such information in their employee handbook and any handbooks that student athletes and members of student activity groups receive. These materials will include where and to whom students should go if they are victims of sexual violence. These materials also will tell students and Charter School employees what to do if they learn of an incident of sexual violence.

Other Reporting Requirements in Compliance with Local and State Laws:

If the complaint involves sexual assault, rape or conduct of a criminal nature, the local Police Department shall be contacted and a report of the incident made by the Charter School, in accordance with law enforcement. A report must also be made by the mandatory reporter to ChildLine and the Department of Public Welfare in accordance with the Charter School's Board approved Mandatory Reporter Policy. If there is any question of whether the conduct complained of constituted criminal activity, the Charter School's Board Solicitor should be contacted immediately. Knowledge of a law enforcement investigation does not relieve the Charter School of its independent obligation to investigate the misconduct.

Documents regarding substantiated charges of sexual harassment shall be placed in the accused student's file. Documents regarding unsubstantiated charges shall not be placed in student files, but shall be maintained by the Board of Trustees in a confidential file established expressly for retaining Title IX complaints against students.

Retaliation:

Charging an individual with code of conduct violations that do not involve sexual harassment, but arise out of the same facts or circumstances as a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX constitutes retaliation.

The Charter School will keep confidential the identity of complainants, respondents, and witnesses, except as may be permitted by FERPA, as required by law, or as necessary to carry out a Title IX proceeding.

Complaints alleging retaliation may be filed according to the Charter school's prompt and equitable grievance procedures. The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a Title IX grievance proceeding does not constitute retaliation; however, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a bad faith materially false statement.

CONCLUSION

If any section of this procedure is declared invalid, the remaining sections shall remain valid and unaffected.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

Charter School

Title IX Complaint Procedures

Once a formal complaint is filed, the student may seek either an informal or formal resolution of his or her complaint:

A. Informal

When a Title IX Coordinator receives a complaint, the Title IX Coordinator may offer an informal resolution process. An informal resolution process is only appropriate if each party enters the process voluntarily and the respondent is a student. The Charter School will not force, threaten, or require any party, complainant or respondent, into participating in informal resolution.

The Charter School will provide a facilitator to oversee the informal resolution process who is free from conflicts of interest or bias, and who has received special training.

The Charter School will provide both complainants and respondents with notice of the allegations, notice of their rights, information about whether an informal process is confidential, and about withdrawing from the process.

Any party, at any time, can decide to stop participating in an informal resolution process and instead go to a formal process.

B. Formal

A formal complaint is an official document alleging sexual harassment. Any student (or any parent of a student) who believes that his or her Title IX rights have been violated may file a complaint requesting a formal investigation into the allegations. Formal complaints shall be taken in writing by the Title IX Coordinator and signed by the complainant. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail at the Title IX Coordinator's posted contact information on the Charter School's website.

In cases where an alleged victim does not file a formal complaint, a Title IX Coordinator might file a complaint and initiate grievance procedures where discipline is appropriate.

A thorough and complete investigation shall be conducted by the Title IX Coordinator.

This investigation shall determine: (1) whether or not the conduct occurred; (2) whether the conduct constitutes a violation of this policy, and, (3) if the conduct was a violation, what actions the Charter School will take to end the violation.

To the extent possible and allowed by law, confidentiality shall be maintained within the confines of the investigation of the alleged prohibited behavior. All parties will be treated with dignity and due process. The Charter School is not allowed to access a party's personal records if they are maintained by a physician, psychiatrist, psychologist, or other professional for the purpose of treatment to the party, without consent.

C. Dismissals:

The Charter School **must** dismiss a complaint:

- That does not describe conduct that meets the definition of sexual harassment;
- That alleges sexual harassment that did not occur in the Charter school's educational program or activity;
- That alleges sexual harassment that did not occur in the United States.

The Charter School **may** dismiss a complaint:

- If the complainant notifies the Title IX Coordinator in writing that the complainant wishes to withdraw the formal complaint or some of its allegations;
- If the respondent is no longer enrolled or employed by the Charter school;
- If specific circumstances prevent the Charter school from gathering specific evidence sufficient to reach a determination about the allegation.

When the Charter School dismisses a formal complaint, or any allegations in it, the Charter School must promptly send written notice of the dismissal to the parties. That notice must also clearly state the reasons. The Charter School can still address dismissed Title IX complaints under the Student Code of Conduct, even if the misconduct is not sexual harassment under Title IX.

D. Conducting Investigations

The Title IX Coordinator receiving a complaint, including a Title IX complaint, shall take the details of the complaint in writing and have the complainant sign it. All Title IX complaints against a student shall be received, investigated and disposed of in accordance with the procedures set forth in this Policy.

- Upon receipt of the complaint, the Title IX Coordinator must provide the parties with written notice including the names of the parties, the date and location of the alleged misconduct, and a description of the alleged misconduct. The notice must further:
 - Provide the allegations and facts that would constitute sexual harassment
 - State the presumption of innocence
 - A statement that the parties are entitled to an advisor of their choice
 - A statement that the parties can request to inspect and review certain evidence
 - Provide information regarding the Charter School's Code of Conduct and penalties for false statements.
 - If additional allegations come to light, notice must be supplemented.
- The Title IX Coordinator shall meet with every complainant and respondent. The complainant may have his or her Parent(s) present during any such meeting. The respondent, if he or she is a student, shall also have the right to have his or her parent(s) present at any meetings with the Title IX Coordinator as well.
- The Charter School shall provide written notice of the date, time, location, participants, and purpose of all interviews, or other meetings, with sufficient time for the party to prepare.
- The Respondent is presumed not responsible during the investigation.
- From these meetings, the Title IX Coordinator will conduct an adequate, reliable, and impartial investigation of complaint(s), which includes interviewing and obtaining statements from any witnesses of both the complainant and alleged perpetrator, and the review of all evidence presented. Parties will be provided updates until a determination is made in writing.
- No information protected by a legal privilege, such as the attorney-client privilege, or the doctor-patient privilege, can be used during an investigation unless the person holding that privilege has waived it.
- After gathering evidence, the Charter School must prepare an investigative report on the allegations of the formal complaint. The report, along with physical evidence (including written witness statements), must be provided to the parties. The Charter School will give each party ten (10) days to respond to the evidence in writing. The Charter School will review and consider the response of any party before making a final determination. After allowing time for a response, the Charter School will then finalize the report and submit it to

the parties at least ten (10) days prior to any determination of responsibility or a hearing.

E. Hearings/Final Determination of Responsibility

- Final Determinations of Responsibility will only be provided after a hearing.
- The Charter School has the option to hold a live hearing. If a live hearing is held, the complainant can request that he/she be in a separate room from the respondent, with technology allowing everyone to see/hear each other. A court reporter will be present at a live hearing and a transcript will be provided to all parties at the conclusion of the hearing.
- The Charter School shall provide written notice of the date, time, location, participants, and purpose of the hearing, with sufficient time for the party to prepare.
- If a live hearing is held, the Charter School must provide each party with an advisor, of the Charter school's own choosing, free of charge, solely for the purpose of conducting cross examination on that party's behalf. **No party is ever allowed to personally cross examine anyone.** Live cross examination must only be done through an attorney or advisor provided by the Charter School.
- In the absence of a live hearing, the Charter School will provide the parties equal opportunity to submit relevant, written questions to each other, before the Charter School reaches a determination of responsibility. If a party refuses to answer any questions, the party must state the reasons why.
 - Questions and evidence about the complainant's prior sexual history are not relevant, except:
 - Where such information is offered to prove that someone other than the respondent committed sexual harassment
 - Where it relates to sexual behavior between the complainant and respondent and if offered to prove consent.
- If a party or witness chooses not to appear at a live hearing, or not to answer cross examination questions, the decision-maker excludes that party or witness's statements and evaluates any evidence that does not include those statements.
- A neutral decision maker, who did not prepare the investigatory report, will preside over the hearing and make the final determination of responsibility.

- The neutral decision maker will not make inferences about the determination regarding responsibility based on the fact that a party or witness did not come to the hearing or submit answers to cross examination.
- The neutral decision maker will make a determination on whether the respondent is responsible within sixty (60) days of the receipt of a complaint unless good cause is shown. Good cause can include law enforcement activities, the absence of a party or witness, the absence of a party's advisor of choice, or the need to provide language assistance or accommodation of a disability.
- The complaint will be decided using a preponderance of the evidence standard (*i.e.*, it is more likely than not that sexual harassment or violence occurred).
- The determination will be in writing, and include:
 - The Charter School Policies that were violated
 - Standard of proof used
 - A description of the procedural steps that were taken by the Charter school
 - A findings of fact section
 - A section that draws conclusions after applying the facts to the applicable portions of the Charter school's policies
 - A statement and rationale for the ultimate determination of responsibility
 - Disciplinary sanctions that the Charter school will impose on the respondent
 - Possible remedies for the complainant (see supportive measures above)
 - A statement of the remedies provided to the complainant and rationale, addressing how those remedies will restore or preserve equal access
 - The right and procedure for each party to file an appeal.
- The determination will be provided to both parties simultaneously.
- Both parties have ten (10) days to file an appeal.
- Discipline for a respondent found responsible for sexual harassment can include but not be limited to in-school suspension, out-of-school suspension, or expulsion. If the Title IX Coordinator or the CEO believes that expulsion against an accused student may be appropriate, then a formal hearing shall be held pursuant to the Pennsylvania Code of Regulations, 22 Pa.Code §12.6 and §12.8. The formal disciplinary procedures contained in the Charter School's Code of Conduct shall be followed for such hearings to assure due process protection for the respondent.

- Even though FERPA limits disclosure of certain information in disciplinary proceedings, the Charter School will disclose information to the complainant about the sanction imposed on the perpetrator when the sanction directly relates to the complainant. This could include an order that the perpetrator stay away from the complainant, or that the perpetrator is prohibited from attending the Charter School for a period of time, or is transferred to other homeroom/classes in the Charter School building.
- The Title IX Coordinator is responsible for carrying out the remedies contained in the written decision.

F. Appeals

- Both the complainant and respondent are permitted to appeal a determination of responsibility.
- Appeals can be taken:
 - After a dismissal before the grievance process, whether mandatory or discretionary
 - At the end of the grievance process
- Grounds for Appeal
 - A procedural irregularity affected the outcome of the matter
 - New evidence has been discovered that was not reasonably available at the time of the determination on responsibility or dismissal
 - A conflict of interest on the part of a Title IX Coordinator, an investigator who compiled evidence, or a decision maker, and the conflict of interest affected the outcome
- Appeals will be referred to the Charter School Board of Trustees, unless the Board has or is scheduled to preside over a formal disciplinary hearing pursuant to 22 Pa.Code §12.6 and §12.8. In those cases, the Charter School Board of Trustees will appoint a neutral hearing officer to hear appeals of a determination of responsibility who is 1) not an employee of the Charter school, 2) not the investigator of the complaint, and 3) not the neutral decision-maker who made the initial determination.
- Both parties will have equal opportunities to submit a written statement supporting or challenging the outcome to the Board of Trustees or neutral hearing officer

- After considering the parties' written statements, the Board of Trustees or neutral hearing officer must issue a written decision and send it to the parties simultaneously. This decision is final.

Pennwood Cyber Charter School Transfer of Records Policy

Upon a student's enrollment at Pennwood Cyber Charter School ("Pennwood") from a school district, charter school or cyber charter school, Pennwood will promptly request in writing the student's complete records from the student's prior district and/or school, including but not limited to the student's health record, disciplinary records and educational records.

Likewise, when a student with a disability enrolls at Pennwood from a public agency, private school, approved private school, or private agency, Pennwood will promptly request all the student's educational records, including the most recent IEP, from the public agency, private school, approved private school, or private agency.

When a student transfers from the Pennwood to another school district, charter school, cyber charter school, public agency, private school, approved private school, or a private agency, Pennwood will forward a complete copy of the student's health, disciplinary and educational records, including the most recent IEP as applicable, within ten (10) school days after Pennwood has been notified in writing that the student is enrolled at the new school district, charter school, cyber charter school, public agency, private school, approved private school or private agency.

Pennwood will designate an administrative contact person for record transfer requests.

Pennwood will maintain educational records for children with disabilities consistent with the regulations for the Family Educational Rights and Privacy Act of 1974.

Pennwood Cyber Charter School

Board of Trustees Policy

TRANSGENDER AND GENDER NONCONFORMING STUDENT POLICY

The Board of Trustees (“Board”) of Pennwood Cyber Charter School (“Charter School”) is committed to ensuring the safety and equality for all its students regardless of gender identity or gender expression, so that they can reach their fullest human and intellectual potential and be protected from discrimination, bullying and harassment.

Purpose and Intent

The intent of this policy is to facilitate compliance with local and federal laws, including Title IX of the Education Amendments of 1972 (“Title IX”). Title IX specifically prohibits discrimination on the basis of sex, including on the basis of sexual orientation and gender identity, in federally funded education programs and activities. This policy is consistent with the Charter School’s policies on bullying, harassment, and discrimination. (Please see Charter School Title IX Board Policy on School’s website for further information about applicability of Title IX and transgender students).

This policy covers conduct that takes place at the Charter School, on Charter School property, at functions sponsored by the Charter School, while on or waiting for Charter School vehicles, and the usage of Charter School electronic technology and electronic communication. This policy applies to the entire Charter School community, including educators, Charter School staff, students, parents/guardians, and volunteers.

The following definitions are per PSBA LGBTQIA+ Legal Update (February 2022) at [Section 6: Key Terminology – PSBA](#):

- A single asterisk (*) indicates a definition provided in Guidance issued in August 2018 by the Pennsylvania Human Relations Commission;
- A double asterisk (**) indicates a definition used by the Third Circuit in its opinion in *Doe v. Boyertown Area School District*;

Definitions

Cisgender:** describes people whose gender identity is consistent with their sex assigned at birth.

Gender: ** A broader societal construct that encompasses how a society defines what male or female is within a certain cultural context.

Gender Dysphoria: A formal DSM -5 diagnosis in which, for at least a six-month period, an individual exhibits strong, persistent cross-gender identification as established through a variety of behaviors and persistent discomfort with their sex assigned at birth or sense of feeling inappropriate in the gender role of their sex assigned at birth.

Gender Expansive: A term applicable to individuals whose gender identity and gender expression is outside of gender norms for their society or context.

Gender expression: * The external appearance of one's gender identity, usually expressed through behavior, clothing, hair style or voice, and which may or may not conform to socially defined behaviors and characteristics typically associated with being either masculine or feminine.

Gender identity* is defined as One's innermost perception of self as male, female, a blend of both or neither. One's gender identity can be the same or different from their sex assigned at birth.

Gender-neutral pronouns, such as they/them/their (singular), are used by some transgender and gender nonconforming people. See Table below.

Gender nonconforming describes people whose gender expression and/or gender identity falls outside the traditional male-female binary.

Gender Transition: */** The process by which some people strive to more closely align their gender identity with their gender expression. Social transition may include a change in dress, using preferred names or pronouns, and/or an effort to be socially recognized as another gender. Physical transitions may include modification of the body through medical intervention. An important part of gender transition is a person being perceived by others as the gender that the person most strongly identifies with.

Medical transition: refers to medical intervention designed to align physical sex characteristics with gender identity.

Sex: ** The anatomical and physiological processes that lead to or denote a male or female. Typically determined at birth based on appearance of external genitalia.

Sexual Orientation: * An inherent or immutable enduring emotional, romantic, or sexual attraction to other individuals, including but not limited to, heterosexuality, homosexuality or bisexuality.

Social transition: refers to a change in any combination of the following: name, pronouns, gender identity, or gender expression. Social transition does not necessarily involve any legal name change or medical intervention and does not need to be certified by a doctor or therapist.

Transgender:* An umbrella term for people whose gender identity and/or expression is different from cultural expectations based on the sex they were assigned at birth. Being transgender does not imply any specific sexual orientation.

- o A person whose gender identity does not align with the sex that person was determined to have at birth. A transgender boy is therefore a person who has a lasting, persistent male gender identity, though that person’s sex was determined to be female at birth. A transgender girl is a person who has a lasting, persistent female gender identity, though that person’s sex was determined to be male at birth.

Names/Pronouns and Gender-Neutral Language at School

The Charter School is required to maintain a mandatory permanent student record that includes a student’s legal name and legal gender. A student has the right to be addressed by a name and pronoun that corresponds to the student’s gender identity. Any student who wishes to be addressed as a gender different from their legal gender or by a name or pronoun different from their legal name or the pronoun associated with their legal name based upon their transgender or gender nonconforming status should make such a request for the change to [INSERT DESIGNEE]. To the extent possible, the name and pronouns with which the student identifies shall be used in all interactions between the student and Charter School staff and students, as well as on written records from the Charter School, forms, and photo ID. A court-ordered name or gender change is not required, nor is evidence of therapy or medical transition. The intentional or persistent refusal to respect a student’s gender identity (for example, intentionally referring to the student by a name or pronoun that does not correspond to the student’s gender identity) is a violation of this policy.

To the extent possible, the Charter School shall use gender-neutral language in written communication with all students and families, regardless of the student’s gender identity. This includes employing “they” (singular) instead of “he/she.” Sample pronouns may include:

<u>Type</u>	<u>Subject</u>	<u>Object</u>	<u>Possessive Adjective</u>	<u>Possessive Pronoun</u>	<u>Reflexive Pronoun</u>
Feminine	She	Her	Her	Hers	Herself

Masculine	He	Him	His	His	Himself
Gender Neutral	They	Them	Their	Theirs	Theirself
Gender Neutral	Ze (pronounced zee)	Hir (pronounced hear)	Hir (pronounced hear)	Hirs (pronounced hears)	Hirself (pronounced hearself)
Gender Neutral	Ey (pronounced ee)	Em (pronounced em)	Eir (pronounced air)	Eirs (pronounced airs)	Emself (pronounced emself)

Student Records and Name Change Reporting Requirements (Pennsylvania Department of Education)

The Charter School must maintain a student record pursuant to the Pennsylvania Department of Education’s (“PDE”) Pennsylvania Information Management System (“PIMS”), that includes a student’s legal name and legal gender. However, as the Charter School is not legally required to use a student’s legal name and gender on other school records or documents, such as school IDs, classroom rosters, or the yearbook, it will use the name and gender preferred by the student on these other documents/records.

For the PDE PIMS record: A student or parent/guardian may request a change of the student’s listed gender, first name, or middle name on the student’s records. If this request occurs, the local education agency may report the student’s preferred information using the following guidelines:

- The change must first be made in PAMailSecureID;
- The PIMS data (first name, gender, and date of birth) must match what is reported in PAMailSecureID;
- Gender identity in PIMS must be updated to reflect the student’s personal conception if they are “Nonbinary or Not Listed”;
- The student’s name and gender information reported in prior school years will not be updated; and
- The student’s PAMailSecureID will not be changed.
- Gender will continue to be male/female only for federal reporting purposes.

See 2021-2022 PIMS Manual Ver 1.1, Volume 1, Page 17, Release Date: 9/30/2021, Reporting Student Gender.

Privacy and Confidentiality

All persons, including students, have a right to privacy, and this includes the right to keep one's transgender identity private at the Charter School. Information about a student's transgender identity, legal name, or sex assigned at birth also may constitute confidential medical information. School personnel should not disclose information that may reveal a student's transgender identity or gender nonconformity to others, including parents and other Charter School personnel, unless the student has authorized such disclosure.

Transgender and gender nonconforming students have the right to discuss and express their gender identity and expression openly and to decide when, with whom, and how much to share private information. The disclosure by a student of transgender identity status to Charter School staff or other students does not authorize the Charter School staff to re-disclose that information.

To ensure the safety and well-being of the student, the Charter School staff should not disclose a student's transgender status to others, including the student's parents/guardians or other Charter School staff, unless: 1) legally required to do so, or 2) the student has authorized such disclosure. When contacting the parent or guardian of a transgender student, Charter School staff should use the student's legal name and the pronoun corresponding to the student's sex assigned at birth unless the student, parent, or guardian has specified otherwise.

School Activities

To the extent possible, the Charter School shall reduce or eliminate the practice of segregating students by gender. In situations where students are segregated by gender, students will be included in the group that corresponds to their gender identity. As a general matter, the Charter School should evaluate all gender-based activities, rules, policies, and practices – including classroom activities, Charter School ceremonies, and Charter School photos – and maintain only those that have a clear and sound pedagogical purpose. Charter School students shall be permitted to participate in any such activities or conform to any such rule, policy, or practice consistent with their gender identity.

Restroom and Locker Room Access

Charter School students shall have access to the restroom and the locker room that corresponds to their gender identity. Any student, including cisgender, transgender, and gender nonconforming, who has a need or desire for increased privacy, regardless of the underlying reason, should be provided access to a reasonable alternative private

area. Such areas could include a single stall restroom or a partitioned changing or toileting area. No student shall be required to use an alternative private area.

Physical Education, Athletics and Sports

Transgender and gender nonconforming students shall be permitted to participate in physical education classes and intramural sports in a manner consistent with their gender identity. Participation in competitive athletic activities and contact sports will be resolved on a case-by-case basis.

Dress Code

The Charter School may enforce the dress code according to its dress code policy. The dress code shall not differentiate student dress on the basis of gender. Students shall have the right to dress in accordance with their gender identity, within the constraints of the dress code adopted by the school. Charter school staff shall not enforce the school's dress code more strictly against transgender and gender expansive students than other students.

Discrimination and Harassment

It is the responsibility of the Charter School to ensure that all students, including transgender and gender nonconforming students, have a safe learning environment. This includes ensuring that any incident of bullying, discrimination, harassment, or violence is given immediate attention, including investigating the incident, taking appropriate corrective action, and providing students and staff with appropriate resources. Complaints alleging such discrimination or harassment based on a person's actual or perceived transgender identity or gender nonconformity are to be handled in the same manner as other discrimination or harassment complaints.

Education and Training

The Charter School will conduct staff training and ongoing professional development in an effort to build the skills of all staff members to prevent, identify, and respond to harassment and discrimination. In order to further a safe and supportive school environment for all students, the Charter School will incorporate education and training about gender expansive and transgender students into its anti-bullying curriculum, student leadership trainings and staff professional development. The content of such professional development/training should include, but not be limited to:

1. Terms and concepts related to gender identity, gender expression, and gender diversity in children and adolescents;
2. Appropriate strategies for communicating with students and parents about issues related to gender identity and gender expression, while protecting student privacy;
3. Strategies for preventing and intervening in incidents of harassment and discrimination, including cyber-bullying;

4. Classroom management practices, curriculum, and resources that educators can integrate into their classrooms to help foster a more gender-inclusive environment for all students; and

Charter School and staff responsibilities under applicable laws and Charter School policies regarding harassment, discrimination, and gender identity and expression issues.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

Pennwood Cyber Charter School

Travel & Expense

Guidelines

V1 – August 2022

Version: 1.0

Date: August 30, 2022

Contents

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1. Purpose

These guidelines outline our approach to travel and expenses. The aim of these guidelines are to:

- Ensure the welfare and safety of all school staff while traveling on business.
- Manage our business travel efficiently and consistently.
- Maximize our scale and spending power.
- Minimize our impact on the environment.

These guidelines are owned by the School Payables Team. The latest version is available in the Virtual Library, in the Employee Resources section.

If you have questions about the travel booking section or expense reimbursement section of these guidelines, please create an IA within the system- School Financial Services System using the component- Expense Report Inquiries and Requests.

2. Scope

These guidelines apply to all school staff and provides guidance on managing expenses. When booking business travel, compliance is mandatory. Non-compliant expenses will not be reimbursed. Expenses will be reimbursed through the Travel and Expense ("T&E") reimbursement process, as described in this document. Based on local school requirements, more stringent restrictions may be implemented.

3. Guidelines

We appreciate that traveling for business can be inconvenient and may have an impact on the amount of time you have to spend with friends and family. These guidelines strive to maintain a balance between cost, convenience, safety, and comfort. We ask everyone to use their judgement to make reasonable decisions that reflect the guidelines.

Business travel is defined as travel to or from a temporary workplace (for example, another school office, conference, or work-related events) school staff visit for the purpose of performing their duties for their school. Business travel does not include travel for personal, non-business purposes, or ordinary commuting to a home office. Travel will normally start or end at the school location or from your home.

Costs associated with travel between your home and your regular place of work (ordinary commuting) are regarded as routine and will not be reimbursed. Each employee will have an established principal place of business. If you work from home, you should speak with your HR representative to establish your primary work location for the purpose of calculating expenses.

4. Roles and Responsibilities

As an employee, you are responsible and accountable for:

- Being fiscally responsible.
- Complying with all aspects of these guidelines.
- Submitting expense reports within 30 days of incurring the expense.
- Taking personal responsibility for your safety and security when traveling on business.

If you are a manager (expense report approver), you are responsible and accountable for:

- Ensuring employees comply with these guidelines by reviewing expense claims prior to approving them.
- Ensuring all other options (i.e., video/web/teleconferencing) have been considered before travel is booked.

5. Travel Booking Resources

Pearson Virtual Schools provides travel booking resources through the Concur Online Booking Tool (OBT). You may use the OBT to make air, hotel, and car rental reservations. Although it is not required it is the preferred method of booking travel as these booking resources will provide the best overall rates.

5.1 Personal/Leisure travel

You cannot use the OBT to book personal travel that is not connected to a business trip. Personal travel made as an extension to a business trip will require approval of your manager in advance of booking and can only be approved if no additional cost is incurred. You must pay for all personal expenses on a personal credit card, and not on a corporate card. Rental cars cannot be extended as our insurance does not cover personal trips. You would need to turn the car in and book a personal rental.

5.2 Spousal/Companion travel

Advanced authorization from your manager is required for spousal, family and companion travel that is connected to an approved business trip, and for which you are using the OBT. You must pay all additional costs using a personal credit card.

6. Air travel

6.1 Class of travel

- Flights under six hours must be economy class.
- First class travel should not be booked by any employee at any time.

If you have a connecting flight, layover time will not be considered as flight time. The lowest fare in the appropriate class of travel must always be booked.

6.2 Lowest logical fare

Pearson has negotiated discounts with major airlines. The lowest cost option will always be identified by the OBT at the time of booking. Pearson will always ensure the options presented are with reputable airlines that have a good safety record. The lowest cost fare must be accepted at the time of booking, regardless of airline preference. The lowest fare will be based upon comparable flight schedules within a two-hour window of requested departure and arrival times. Price tolerances are programmed into the booking systems to avoid you having to make unreasonable connections for the sake of a minimal difference in cost.

6.3 Non-refundable and penalty fares

All employees are required to book the lowest non-refundable fare available at time of booking. You must accept flight options that allow for unused tickets to be re-used.

Online bookings should be cancelled online. The OBT will manage the process to reuse the bookings.

If you need to change or cancel your tickets for business reasons, you can claim the cost back through expenses.

6.4 Advanced purchase requirement

Reservations must be made at least 14 days in advance to take advantage of the lowest fares. If this is not possible please have the purchase approved by your manager.

6.5 Cost saving tips

- **Alternative airports:** consider alternative airports where appropriate.
- **Connections:** consider taking a connecting flight as an alternative to a direct flight, where it would provide a material saving and the additional travel time is not significant or disruptive.
- **Arrive earlier or leave later:** consider arriving at your destination a day earlier or leaving a day later where this does not inconvenience you personally, and if the savings made on an airline ticket price outweighs the cost of an additional night's accommodation and meals.

6.6 Additional airline fees

Checked bags fees are reimbursable. All other fees such as priority boarding, additional legroom, or advanced seating are not reimbursable. For trips longer than one week, your manager may approve excess baggage fees.

7. Hotel/Accommodations

7.1 General guidelines

You should always make reservations based on the lowest rate, rather than any associated loyalty program benefits. All employees should book standard rooms.

Lodging expenses must be substantiated by 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.

7.2 Hotel cancellations

You must cancel hotel reservations in accordance with the terms agreed at the time of booking. If there is a business reason for the no-show, it should be documented in your expense report.

8. Ground Transportation

8.1 General guidelines

You should select the lowest cost option for ground transportation. This could include using your own vehicle, car, subway, licensed taxis/car service, buses, and hotel or airport shuttle. When you are travelling with other employees, you should share transport where possible and the most senior person should pay.

8.2 Car rental

Pearson has negotiated discounted rates with preferred vendors. Car rental reservations may be made through the OBT to guarantee adequate insurance. If the reservation is not booked via OBT, it is important to provide the vendor with Pearson's corporate code found in [Car Rental Discount Rates](#) otherwise this will be considered a private rental and you will be liable for any damage costs arising and the costs will not be reimbursed.

Booking with a non-car rental preferred supplier is only permitted when the preferred supplier is sold out or there is no preferred supplier for your location.

In the event of an incident where an injury has occurred, please contact your dedicated HR support team. For any non-injury related incident, please create an IA under the system: Business and Compliance Services / Component: Insurance Inquiry / Type: Other.

8.3 Class of vehicle

You must select a vehicle class that is intermediate / mid-size or smaller. If you need an upgraded car class (including larger vehicles where you are transporting equipment or materials or when three or more employees are traveling together and share a car), the rationale should be documented in your expense report. Sports car rentals are not allowed.

8.4 Refueling

You should return all rental vehicles with a full tank of gas. Advance purchase refueling options sold by car rental companies are expensive and should not be used.

8.5 Car rental insurance

You should decline collision insurance or personal accident insurance coverage when renting from a preferred supplier (excluding Alaska, Hawaii, and Puerto Rico). Preferred rates include loss damage waiver insurance, provided:

- The loss/damage or liability does not arise out of prohibited use.
- The Pearson ID Number is noted on the rental agreement.

8.6 Personal car use

You will be reimbursed for authorized business use of a personal vehicle. A 'per mile' reimbursement rate is established at the beginning of each year based on IRS Guidelines. We use a standard mileage deduction of 30 miles for each segment of your trip as your usual commuting distance; this should be deducted when calculating the amount as a work from home employee. This rate covers all expenses (gasoline, oil, repairs, insurance, etc.), except for parking and tolls.

- 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 Company 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- using the mileage calculator in Concur. The calculator will compute the number of miles travelled. The employee should then deduct 30 miles from this calculation for each segment of the trip.
- Employee will be reimbursed using the current IRS standard mileage rate.

- Normal business commute to and from the employee's designated home office are not reimbursable. See additional details under Home Based Employees.

9. Other Expenses

9.1 Meals

You can claim back for the reasonable cost of meals during travel. The cost of your meals should not be excessive, and you should choose venues that are suitable for the business purpose.

If there is more than one employee, the most senior level employee must pay for the expense. The full date including the year, business purpose, and location of the meal, as well as the name, title of each person present should be documented in the expense report. Meals with non-School employees must comply with school gift policies.

An itemized receipt must be submitted along with credit card receipt. This itemized receipt should include the details of the meal, as well as the tip provided. The attached receipt must match the request to be reimbursed. The credit card receipt alone is not sufficient.

Also, the expense report must include the following details:

- Date of meal.
- Name, title, and company of attendees.
- Business reason for meal including description of meal.
- Cost of meal.

Food delivery service receipts must include the full date (including the year).

Charter schools that reimburse on a per diem basis do not require their employees to submit receipts for meals.

9.2 Alcohol

Alcohol is non reimbursable and should not be charged on your corporate card or submitted for reimbursement on an out-of-pocket expense report. If alcohol is purchased, you must request a separate receipt.

9.3 Team building

Team building expenses must be approved by the CEO in advance of incurring the expense. This approval should be submitted as supporting documentation for the expense claim.

9.4 Telephone

Use of hotel phones is discouraged – instead, you should use your mobile phone, which is typically less costly. Home phone expenses will not be reimbursed.

9.5 Internet while traveling

In many cases, internet access has been included in the negotiated hotel rates for preferred hotels. In cases where it is not included, you can submit for reimbursement of internet charges.

9.6 Laundry

You can submit for reimbursement the cost of reasonable laundry expenses for trips longer than one week.

9.7 Tips

You can submit for reimbursement the cost of reasonable tips that are in line with local customs. You should review the bill closely to ensure that a tip has not already been included before adding it.

9.8 Subscription, membership, and license fees

Subscriptions and membership fees should be restricted to publications and professional organizations necessary for your role. Fees related to professional licenses requested by the school are also reimbursable. Note: Teacher, counsellor, principal, etc... renewal licenses are not reimbursable unless the employee is getting a new license at the request of the school.

9.9 Office supplies

Unless you have an emergency need while you are travelling or you work remotely, office supplies should not be submitted through T&E. Office supply purchases should be procured through your home office's standard purchasing process.

9.10 Postage and freight

Whenever possible, you should charge postage and freight costs to your school's preferred carrier account, in most cases, Pitney Bowes.

9.11 Hardware and software

Hardware or software purchases should not be made through T&E. The only exception to this is when an employee is on site and circumstances require immediate attention.

9.12 Employee gifts

As a company, we realize that managers want to recognize and reward the hard work of their employees and in doing so, may wish to purchase gifts to show their appreciation. The Internal Revenue Service sets strict limits on the types of gifts an employer may provide to employees. In accordance with IRS guidelines, managers are prohibited from gifting cash or cash equivalents, including gift cards or gift certificates, to employees as these types of gifts are considered supplemental wages and are subject to income tax withholding.

A purchase of a gift card or gift certificate for school staff is not reimbursable.

Examples of acceptable gifts related to school staff include the following:

- ✓ School logo items
- ✓ Group meals (i.e., in office lunch or breakfast)
- ✓ Tangible gifts of property with a value less than fifty (\$50.00) dollars
- ✓ Planned staff events (i.e., bowling, picnic)
- ✓ Floral purchases with a value less than fifty (\$50.00) dollars

9.13 Student gifts

Gift cards up to \$25 can be provided to students for academic type reasons, such as gas cards for attending state testing. Public funds cannot be "gifted" to students for non-academic related reasons. Please check with your school leader regarding whether such purchases are allowed in your state.

9.14 Non-reimbursable expenses

We reserve the right to determine whether expenses submitted by employees are reimbursable. The following list shows examples of expenses that will not be reimbursed. (These are in addition to other non-reimbursable expenses already mentioned in this guideline):

- Personal or excessive expenses.
- Traffic, parking, or other vehicle tickets and penalties.
- Political or charitable contributions.
- Subscriptions and membership fees, even if used for business purposes, for health clubs, country clubs, or any other social club.
- Airline membership clubs.
- Adult entertainment expenses.
- Spa treatments.
- Childcare.
- Vouchers or coupons for these types of expenses.
- Lost luggage, money, or personal items.
- Travel insurance.
- Pet care / kennel charges.

9.15 Car rental/Airline/Hotel loyalty programs

You can participate in, and retain benefits from, but the cost of program membership will not be reimbursed. You can use points to upgrade the class of travel for a business trip, but all additional fees and expenses will not be reimbursed. Business travel booked using loyalty benefits will not be reimbursed for cash.

10. Method of Payment

You should use a corporate card for all Travel & Entertainment business expenses. Corporate cards may not be used for personal expenses. If you do not have a corporate card, you can submit an expense report for reimbursement of out-of-pocket expenses. Out of pocket expenses are reimbursed with your bi-weekly paycheck.

11. Expense Reporting and Approval

11.1 Receipts

Detailed vendor receipts are required for all expenses. Corporate card statements or the credit card charge slip are not acceptable substitutes. Receipts for meals must include line-item detail, as well as the receipt that includes the tip and must match the requested amount. Food delivery service receipts must include the full date (including the year).

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.

11.2 Approval

When a manager approves an expense report, the manager is confirming that:

- The transaction is for a valid business purpose.
- The amount of the transaction is reasonable.
- The transaction is supported by proper documentation and support that includes the full date and an amount that matches the transaction requested for reimbursement.
- The correct expense type / funding source is selected.

12. Home Based Employee Expenses

12.1 Travel mileage reimbursement

Home based employees who are required to report to their assigned office location on a regular basis (e.g., once a week, once a month) will not be reimbursed for travel to and from that location on those days. All other travel (including unscheduled travel to the assigned office) will be reimbursed in accordance with section 8.6 Personal Car Use. However, the employee will not be reimbursed for the first 60 miles which must be used as a substitute for normal commuting mileage (representing an average one-way commute of 30 miles).

Home based employees who are not required to report their assigned office location at least once a week will be reimbursed for all business mileage in accordance with section 8.6 Personal Car Use. However, the employee will not be reimbursed for the first 60 miles which must be used as a substitute for normal commuting mileage (representing an average one-way commute of 30 miles).

To qualify for reimbursement, the employee must specify the purpose of the trip and enter the trip origin and destination in the Concur mileage calculator. If a mileage deduction is required, the number of miles travelled, as calculated by the Concur mileage calculator, less 30 miles for each segment of the trip must be manually entered.

12.2 Mail

Home based employees may request reimbursement of unusual, excessive costs (typically defined as greater than \$5.00) incurred in mailing materials. A receipt from the carrier is required for reimbursement.

12.3 Home office costs

Home based employees are responsible for all costs and expenses associated with the setup of a home workspace. These include costs associated with remodelling, furniture, lighting, repairs, modifications, etc. Maintenance costs and liability for employee-owned equipment and furniture is the responsibility of the employee.

12.4 Home office supplies

Home based employees should speak with their manager during office visits to gather the necessary pens, paper, notebooks, etc.

13. C.A.S.T. Guidelines

Refer to the [C.A.S.T. Guidelines](#)

Pennwood Cyber Charter School

Board of Trustees Policy

COMPULSORY SCHOOL ATTENDANCE, UNLAWFUL ABSENCES, AND SCHOOL ATTENDANCE IMPROVEMENT CONFERENCES POLICY

The Pennwood Cyber Charter School (the “Charter School”) believes that good attendance is essential if students are to achieve and reach their potential. Each day is important for learning. Parents are required to ensure their son/daughter maintains good attendance.

The Charter School administration is tasked with creating attendance and enrollment procedures consistent with this policy and must allow the school to determine when a student who is enrolled has an unexcused absence. Procedures must also be implemented to determine whether there is a possibility that a child is truant or chronically absent due to a disability or a medical condition. Copies of this policy and those procedures must be provided to parents at the beginning of each year and to all new enrollees upon enrollment in the Charter School. It must also be posted on the Charter School’s website.

Compulsory Attendance Requirements

In Pennsylvania, compulsory school age is defined as the period of a child’s life from the time the child enters school, which may be no later than six (6) years of age, until the age of eighteen (18) or graduation from a high school, whichever occurs first.

The term “compulsory attendance” refers to the mandate that all children of compulsory school age having a legal residence in Pennsylvania must attend a day school in which the subjects and activities prescribed by the standards of the State Board of Education are taught in the English language, except in the following situations found in sections 1327, 1327.1, and 1330 of Pennsylvania’s Public School Code (School Code):

1. Attendance at a private trade school or private business school continuously through the entire term congruent with the school term of the resident school district and that meets the requirements set forth by the State Board of Education or the State Board of Vocational Education when:
 - a. The child is 15 and has approval from the district superintendent and the Secretary of Education, or
 - b. The child is 16 and has approval from the district superintendent.
2. Attendance at a school operated by a bona fide church or other religious body which provides a minimum of 180 days of instruction or 900 hours of instruction per year at the elementary level or 990 hours per year of instruction at the secondary level.

3. Privately tutored or home-schooled students provided a minimum of 180 days of instruction or 900 hours of instruction per year at the elementary level or 990 hours per year of instruction at the secondary level.
4. Enrollment in a day or boarding school which is accredited by an accrediting association approved by the State Board of Education.
5. Children who are 16 and regularly engaged in useful and lawful employment during the school session with a valid employment certificate. Regularly engaged means 35 or more hours per week of employment.
6. Children who have been examined by an approved psychological professional and identified to be unable to profit from further public school attendance and excused by the school board.
7. Children who are 15 who hold a permit approved by the school district to engage in farm work or domestic service in a private home.
8. Children who are 14 and satisfactorily completed the equivalent of the highest grade of elementary school in their district who hold a permit recommended by the district and approved by the Secretary of Education to engage in farm work or domestic service in a private home.

Truancy - Overview

A child is “truant” if they have three (3) or more school days of unexcused absence during the current school year. An unexcused absence is any absence from school without an acceptable excuse (as articulated in the Charter School’s Student/Parent Handbook), or without any reason at all. This also includes any student who leaves class without the permission of the teacher. An out of school suspension shall be considered an excused absence.

A child is “habitually truant” if they have six (6) or more school days of unexcused absences during the current school year.

A child is not considered truant if they are absent from school due to not meeting the immunization, exemption or provisional admission requirements of the Department of Health, at 28 Pa. Code Chapter 23, Subchapter C (relating to immunization), or the student has not received from the CEO or his/her designee a medical or religious exemption from immunization under 28 Pa. Code § 23.84 (relating to exemption from immunization). 22 Pa. Code. Chapter 11.20.

When a child demonstrates truant behavior, the Charter School will schedule a school/family conference to discuss the cause of the child’s truancy and develop a mutually agreed upon Student Attendance Improvement Plan (“SAIP”) to resolve truant behavior. The plan can include a myriad of options that are mutually agreed upon by the participants.

For the first and second unexcused absences, the Charter School will send the parent/guardian a notice of the unexcused absence as well as attach a copy of the legal penalties for violation of compulsory attendance requirements. In addition to stating the legal consequences, the name and telephone number of a school contact person will be included.

For the third unexcused absence, the Charter School will send the parent/guardian notice by certified mail within 10 school days of the child’s third unexcused absence that the child has

been truant. This notice shall 1) include a description of the consequences that will follow if the child becomes habitually truant in the future; 2) will be in the mode and language of communication preferred by the person in parental relation; and 3) include the offer of an Attendance Improvement Conference.

Procedure when child is habitually truant:

- Habitually truant children under fifteen (15) years of age:

The Charter School will refer the child to either: 1) a school-based or community-based attendance improvement program; or 2) the county children and youth agency (CYS) for services or possible disposition as a dependent child under the Juvenile Act. A school-based or community-based attendance program is a program designed to improve school attendance by seeking to identify and address the underlying reasons for a child's absences. It may include an educational assignment in an alternative education program, but may not include an assignment in an Alternative Education for Disruptive Youth Program.

Additionally, the Charter School may file a citation against the parent/guardian of a habitually truant child under fifteen (15) years of age in a magisterial district court. The venue of the filing shall be based on the location of the school in which the child is enrolled or shall be enrolled.

- Habitually truant children fifteen (15) years of age and older:

The Charter School will either: 1) refer the child to a school-based or community-based attendance improvement program; or 2) file a citation against the student or parent/guardian in the appropriate magisterial district court. The venue of the filing shall be based on the location of the school in which the child is enrolled or shall be enrolled. If a habitually truant child aged fifteen (15) or older incurs additional absences after a school refers that child to an attendance improvement program or the child refuses to participate in an attendance improvement program, the Charter School may refer the child to the local CYS agency for possible disposition as a dependent child.

In all cases, regardless of age, where the Charter School refers a habitually truant child to a magisterial district court or CYS, the Charter School will provide verification that it convened and held an Attendance Improvement Conference.

Students will not receive exclusionary consequences for truant behavior.

Students that are absent from school for ten (10) or more consecutive days without appropriate documentation will be removed from the Charter School's rolls unless one of the following:

- 1) The Charter School has been provided with evidence that absence may be legally excused;
- 2) Compulsory attendance prosecution has been or is being pursued;

The Charter School will report unexcused absences directly to PDE through the Pennsylvania Information Management System (PIMS).

Children who are habitually truant from school while subject to compulsory school attendance are subject to an assessment to determine if there is a need for general protective services. Children will not be referred to the county children and youth agency for assessment as possibly needing services until after the Charter School has made a formal effort to involve the family and child in resolving the cause of the truant behavior.

Students with Disabilities

A student who is truant or chronically absent for health-related reasons may be eligible for protections under IDEA or Section 504. If a student with a disability is truant or chronically absent, the school should convene the student's IEP team to determine whether revisions to the student's IEP are necessary or appropriate. In those instances, the administrator responsible for handling truancy-related matters should be a participating member of the IEP team process. A student with a disability who is truant or chronically absent for health-related reasons must still produce a valid excuse for any absence, which may include a written excuse from a physician.

However, schools must recognize that students' disabilities may present unique circumstances that might require consideration of other statutory or regulatory provisions or attendance policies. That is, students' federal and state law rights, such as those provided under IDEA, Section 504, or the ADA, may require the school to otherwise diverge from its general attendance policy in order to ensure that all students with a disability are provided a free and appropriate public education (FAPE).

School Attendance Improvement Conference and the Attendance Improvement Plan

A SAIC is a conference where the child's absences and reasons for the absences are examined in order to improve attendance, with or without additional services. All of the following individuals must be invited to the conference:

- 1) The child
- 2) The child's person in parental relation
- 3) Other individuals identified by the person in parental relation who may be a resource
- 4) Appropriate school personnel
- 5) Recommended service providers

There is no legal requirement for either the child or person in parental relation to attend a SAIC. However, schools and nonpublic schools should make every attempt to conduct the SAIC with the person in parental relationship present.

The school or nonpublic school must hold the SAIC conference even if the person in parental relation declines to participate or fails to attend after the school or nonpublic school provides advance written notice and makes attempts to communicate with the individual via telephone. Additionally, the school or nonpublic school must invite recommend service providers to the SAIC. However, the SAIC shall not be delayed pending a response from the service provider(s).

The school or nonpublic school must document the outcome of any SAIC in a written school attendance improvement plan (SAIP). The SAIP should include accessing academic and social/health supports from the school and community organizations, an outline of family/parent and student responsibilities, and levels of performance monitoring that include rewards and consequences. School and nonpublic schools must use the School Attendance Improvement Plan Form created by PDE or a similar form to document the SAIP (Please visit: <https://www.education.pa.gov/Schools/safeschools/resources/Pages/Pennsylvania-School-Attendance-Improvement-and-Truancy-Reduction-Toolkit.aspx>).

Schools may not expel or suspend (out-of-school) a student, or reassign or transfer a student to an alternative education for disruptive youth (AEDY) program, for truant behavior and these actions may not be included in a SAIP. An in-school suspension is not considered a disciplinary reassignment. Additionally, schools may not initiate truancy proceedings (e.g., the filing of a truancy citation) until after a SAIC is held. Nonpublic schools may expel a student for truant or habitually truant behavior if expulsion is included in the nonpublic school's attendance policy as a potential consequence in response to a determination that the student is truant or habitually truant.

Homeless Students

The McKinney-Vento Homeless Assistance Act requires states and schools to work to remove barriers to the education of homeless children and youth, including barriers to enrollment and retention due to absences. Compulsory attendance laws can be such barriers, particularly when they result in court involvement. Frequently, students in homeless situations will miss school due to their living situations. However, absences caused by homelessness must not be counted as unexcused absences, as this would create a barrier to enrollment and retention in school.

As part of a SAIC, schools and nonpublic schools should work to identify the root cause of students' absenteeism and the SAIP should address those issues, which may include homelessness and lack of transportation to and from school.

If a student is a homeless student, the school should clarify which entity (school of origin, school of residence, etc.) is responsible for complying with the compulsory attendance laws.

In addition, schools should consider whether it is appropriate to file citations against a person that may merely be "acting as a parent" or hosting an unaccompanied youth. These individuals often agree to provide a temporary place for a youth to sleep and may not have control over whether the child is attending school. Instead, the school could contact the county children and youth agency and attempt to eliminate barriers to attendance through that route.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE CHARTER SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

Sample Letters to Parent of Absent/Truant Student (all letters should be on Charter School letterhead, and dated):

First Unexcused Absence

Parent/Guardian Name
Address
City, PA Zip Code

Dear <PARENT'S (OR GUARDIAN'S) NAME>,

<STUDENT NAME> was absent without an approved excuse on <DATE>. This letter is sent to make you aware of this absence. Regular attendance at school is an important part of every student's success and is necessary in order to gain the greatest benefit from the educational experience. Students who are frequently absent from school miss direct instruction and regular contact with their teachers. Pennsylvania law and school policy require regular daily attendance. When absences accumulate, it may ultimately result in academic difficulty for <STUDENT NAME>.

We share a common goal to ensure that your child reaches their full potential. All absences are counted as unexcused until the Charter School receives a written excuse explaining the reason for the absence. If a written excuse is not received within three days, the absence will permanently be added to the student's file as unexcused. This letter serves as our first communication regarding <STUDENT NAME>'s unexcused absences. All unexcused absences need to be reported to the Pennsylvania Department of Education directly. If <STUDENT NAME> has six (6) unexcused absences, the Charter School can take legal action, including but not limited to, filing a citation in the local magisterial district court.

In addition, any absences of ten cumulative days will require a written excuse that indicates <STUDENT NAME> was seen by a doctor or medical practitioner. Enclosed are the penalties for violation of compulsory attendance requirements.

If you have any questions, please call my office at <PHONE> or the guidance office at <PHONE> so that we may work together to ensure <STUDENT NAME>'s educational success.

Sincerely,

<CEO or Attendance Officer>

cc: Attendance Officer
Guidance Counselor
Student File

(Enclosures: 24 P.S. 13-1327)

Second Unexcused Absence

Parent/Guardian Name
Address
City, PA Zip Code

Dear <PARENT'S (OR GUARDIAN'S) NAME>,

This letter is to inform you that <STUDENT NAME> was absent without an approved excuse from school on <DATE>. This is the second unexcused absence recorded this year. Attendance requirements are meant to benefit your child's educational experience. I appreciate your cooperation in trying to improve your child's school attendance and in helping <STUDENT NAME> complete missed assignments on those occasions when <STUDENT NAME> must be absent.

If <STUDENT NAME> accumulates one additional unexcused absence or the equivalent, the Charter School will request that <STUDENT NAME> and parent participate in a student attendance improvement conference. The laws in the Commonwealth of Pennsylvania and Charter School's truancy policy require that every child of compulsory school age attend school daily. A child must present a written excuse from the parent/guardian or medical practitioner within three days of an absence or the absence will be counted as unexcused. Mental, physical or other urgent reasons can be considered excuses for absences. Enclosed are penalties for violation of compulsory attendance requirements.

I strongly encourage you to contact us to discuss ways to ensure your child's school attendance. Continued unexcused absences could lead to notification of truancy by the Charter School to the magisterial district judge, as well as a referral to the local children and youth agency. You may request a school-family conference at this time to explore possible solutions to your child's unexcused absences. If you have any questions, please call my office at <PHONE>.

Sincerely,

<CEO or Attendance Officer>

(Enclosures: 24 P.S. 13-1327)

cc: Attendance Officer
Guidance Counselor
Student File

Third Unexcused Absence (sent via certified mail and return receipt requested)

Parent/Guardian Name

Address

City, PA Zip Code

OFFICIAL NOTICE OF CHILD'S TRUANCY

Dear <PARENT'S (OR GUARDIAN'S) NAME>:

This letter is to officially notify you that <STUDENT NAME> has been absent from Charter School without an excuse on the following dates: <DATE 1, DATE2, and DATE 3 (add subsequent dates as appropriate)>. These absences are unexcused and, therefore, constitute a violation of the compulsory attendance provision of the Public School Code (24 P.S. 13-1327).

You are therefore notified of your child's repeated unexcused absences and strongly encouraged to ensure that your child receives no subsequent unexcused absences. The series of unexcused absences constitute a summary offense under the Public School Code for which penalties may be imposed against you as parent or guardian. Act 138 of 2016 provides for up to a \$750 fine and allows the court to impose parent education classes with your daughter or son and community service sentences for parents of a truant child who do not show that they took reasonable steps to ensure the child's school attendance. Act 138 also provides that truant students lose their driver's license for ninety (90) days for the first offense, and six (6) months for the second offense.

Be advised that the process for development of an Attendance Improvement Plan for your child has now begun, which requires your participation in an attendance improvement conference. If your child receives six (6) unexcused absences, Charter School may initiate a proceeding against you before a magisterial district judge, and a referral for general protective services made to the local children and youth agency. Please refer to the enclosed sections in the Public School Code for specific penalties for violation of compulsory attendance requirements for both you and your child.

Sincerely,

<CEO >

(Enclosures: 24 P.S. 13-1327)

cc: Attendance Officer
Guidance Counselor

APPENDIX T

DRAFT EMPLOYEE HANDBOOK

This appendix includes the following:

- Draft Employee Handbook
- Leave Policies
- Employee Benefits Information
- Employee Benefits Guide
- NDA



**PENWOOD CYBER
CHARTER
SCHOOL**

STAFF HANDBOOK

Draft

800-382-6010

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Introduction

The board of Pennwood Cyber Charter School (Pennwood) has chosen to partner with Pearson Virtual Schools (Pearson) to deliver individualized learning plans, outstanding curriculum, superb teacher support tools, and a powerful online learning platform

Pearson is committed to working with the Board of Trustees (Pennwood Board) and staff of Pennwood to bring high-quality cyber education to Pennsylvania students. As a partner with Pearson, Pennwood can choose from a full catalog of online courses coupled with expert online teaching and platform options tailored to their specific programmatic needs.

Purpose of the Handbook

These policies have been prepared for all full-time and part-time school staff, unless otherwise noted herein. Any references in this handbook to “we”, “our”, “the school”, and/or “the organization” are intended to mean Pennwood Cyber Charter School. All references to Human Resources are intended to mean the Pearson Human Resources Team.

This handbook does not create any expressed or implied contract concerning your employment nor does it guarantee your employment for any term. It is intended to assist school staff in acquainting themselves with Pennwood, and to serve as a reference manual for information about our employment policies and procedures.

Pennwood reserves the right to add to, suspend, delete, or modify any part of the handbook, at any time and without notice. Staff will be kept apprised of important changes in our policies, procedures, and practices. However, you may not always be notified in advance of a change or the reason for the change. Furthermore, the organization reserves the right to respond to each situation in the manner we determine will best serve the interests of fairness and responsible business management.

If you have specific questions about the interpretation or application of a particular provision, please consult Human Resources.

The most current version of this handbook is always available in the Virtual Library.

Federal, state, or local laws prevail in the event there is a conflict with the content of this handbook.

To be effective, any agreement altering the terms and provisions of this handbook must be in writing and agreed upon by the Pennwood Board and Pearson Human Resources. If you sign additional agreements related to your employment, you will be required to comply with their provisions even if they are different than the information that is contained in the staff handbook. Any individual who violates any policy in this handbook may be subject to disciplinary action, up to and including termination. After reading this handbook, you will be asked to acknowledge that you have read and understand the handbook’s contents.

At-Will Employment

No policy or provision in this handbook is intended to create a contract binding you or the employer to an agreement of employment for a specified period. Employment can be terminated by either the staff member or the employer at any time, for any reason, with or without notice. No representative or agent of the employer can authorize or sign an employment agreement contrary to the above terms and otherwise make any binding offer of employment for a specific term.

Job Responsibilities

Each staff member is required to perform the duties applicable to their position in a satisfactory manner. At any

time, they may be asked to perform duties outside of the job description consistent with the culture of collaboration and teamwork within the school. Staff are expected to perform additional duties in the same manner as listed in their job description.

Manager Responsibilities

Reporting Obligations

Any staff member whose title is manager, supervisor or higher and/or who supervises other staff members, for purposes of this section referred to as “Management”, must follow the policies set forth within this handbook. Management MUST immediately (within twenty-four (24) hours) report complaints of harassment, requests for accommodations, workplace injuries, complaints of retaliation, and/or any suspected and/or known policy violations of any sort to the school’s designated Human Resources Partner.

Manager/Staff Relations

Management is expected to maintain appropriate and professional relationships with all staff. Managers and supervisors should remain objective in all interactions with staff and should never show any preference or favoritism.

Disclosure of Confidential Information

Management is prohibited from disclosing personal staff information to internal or external parties, without prior approval from Human Resources and/or the School CEO. State law may mandate disclosure of select confidential information.

In addition, management is not permitted to provide reference checks and all inquiries of this type should be forwarded to Human Resources. If a staff member asks management for a letter of recommendation, the letter must be routed to Human Resources for approval prior to release. Lastly, management is strictly prohibited from requesting medical documentation or a doctor’s note, these requests must come from Human Resources.

Hiring Practices

Any level of management involved in the hiring process must comply with the Equal Employment Opportunity policy. Management must also comply with the recruiting and hiring practices of the Human Resources Department.

Additionally, a manager or supervisor who has a personal or professional relationship with an applicant for employment must disclose this relationship to Human Resources in writing at the outset of the hiring process. To maintain objectivity in hiring decisions, it may be necessary for the manager or supervisor to be excused from the interview process. Specifically, if a manager or supervisor is making any decisions related to the background check of an applicant which they have a personal or professional relationship with, it is imperative that Human Resources is involved in discussions with the applicant.

Outside Employment

Outside employment is additional employment for which compensation is paid by an external source. This employment must not interfere with job performance or interfere with an assigned work schedule and therefore must not occur during a staff member’s standard work hours. Outside employment should be consistent with generally accepted activities for an educational institution and may not be conducted on our property nor use our property or resources.

Required Training Programs

We value our staff and strive to prepare them for a long and successful career by offering a well-rounded training program. As a result, there are several optional and mandatory training courses available. All mandatory training must be completed in the timeframe established. Staff members who need an extension should work with their manager or supervisor in conjunction with Human Resources to have the request for an extension approved.

Staff should expect to take training including, but not limited to, suicide prevention, child abuse, and cyberbullying as mandated by state laws.

Termination of Employment

- **Notice:** We request that staff members who plan to resign notify their supervisor in writing at least two (2) working weeks prior to their last day. For those in a supervisory capacity, three (3) weeks of notice is requested. Vacation and other forms of leave are not to be used during the notice period. The purpose of advance notice is to provide for an orderly transition of duties in a professional manner. The right to work through the end of a notice period is at our discretion.
- **Last Pay and Payout of Earned Leave:** Staff who resign or are terminated will be paid through the last day worked, including any overtime worked. Staff will be paid for unused vacation leave according to the terms of the Vacation Policy. Medical, dental, and vision benefits end on the last day of the month in which the staff member has terminated employment.
- **Return of Property and Equipment:** As provided in the Property and Equipment Policy, staff members must return any of these items in their possession no later than their last regular day of employment. If a staff member fails to return the organization's property, they may be billed for the value of any property and equipment issued and not returned in working condition equivalent to when it was received, excluding normal wear and depreciation.
- **Continuation of Benefits.** The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows eligible staff to extend health insurance for up to eighteen (18) months (at their own expense) following termination of employment. Additional information about COBRA is provided in the Employee Benefits Guides.
- **Exit Interviews:** In instances where a staff member voluntarily leaves, we would like to discuss your reasons for leaving and any other feedback. All information will be kept confidential to the extent possible.

Pre-Employment, Hiring, and Transfer Policies

Equal Employment Opportunity/Nondiscrimination Policy

The principles of equal employment opportunity are vital to Pennwood's success. These principles extend to all aspects of employment including recruitment, hiring, assignment, training, compensation, benefits, terminations, educational assistance, social and recreational programs, promotions, and transfers. Pennwood is committed to creating and fostering a work environment free from unlawful discrimination and harassment and one in which decisions and terms of employment are not based in any way on race, creed, color, religion or religious affiliation, national origin, ancestry, citizenship, age, sex, pregnancy, familial status, sexual orientation, gender identity and/or expression, marital status, disability, height, weight, genetic information, veteran status, or other category protected by local, state or federal law.

Responsibilities

Continued success in equal employment opportunity depends not only on the commitment and involvement of those responsible for the implementation but also on the dedication of all staff. Assuring equal employment opportunity is a fundamental and direct responsibility of all levels of management. All supervisory staff are responsible for implementing the principles of this policy and ensuring that all supervisory actions are carried out in a nondiscriminatory manner.

This policy applies to all staff members at any level. Any manager or supervisor who becomes aware of allegations of unlawful discrimination or harassment must bring the allegations to the attention of their supervisor or Human Resources.

Unlawful Harassment

Pennwood is committed to providing an atmosphere free of unlawful harassment. Unlawful harassment is defined as unwelcome or unwanted conduct, whether verbal, nonverbal, or physical, which:

- demeans, degrades, or shows hostility toward another person because of that person's race, color, religion or religious affiliation, national origin, citizenship, age, sex, pregnancy, familial status, sexual orientation, gender identity and/or expression, marital status, disability, genetic information, or veteran status, or other category protected by local, state or federal law, and
- the conduct substantially interferes with an individual's employment by creating a hostile work environment.

We will not tolerate any form of harassment or discrimination based on race, color, religion or religious affiliation, national origin, citizenship, age, sex, pregnancy, familial status, sexual orientation, gender identity and/or expression, marital status, disability, genetic information, veteran status or other category protected by local, state or federal law. This policy applies in the workplace or in any work-related settings, such as school trips, conferences, or school-related social events. We expect staff to conduct themselves in a professional manner in the workplace and at any other time they are representing the school. Such conduct is essential to promote quality work, and to ensure an environment free of discrimination.

Internal Complaint Procedures

If a staff member believes they have been unlawfully discriminated against or harassed, they should immediately inform their manager. If the staff member believes that their manager is the source of the problem or is uncomfortable with this approach for any reason whatsoever, they should contact the school's designated Human Resources Partner. Complaints will be kept confidential to the extent reasonable and possible under the circumstances, and will be investigated and handled promptly, impartially, and appropriately.

If a staff member perceives someone to be acting in a way inconsistent with the Code of Conduct, including complaints about the violation of this policy, they should not hesitate to report it to the Human Resources department.

Retaliation for bringing a discrimination complaint forward or for participating in an investigation will not be tolerated.

Required Documentation

Any documentation or forms, either paper or electronic, must be completed and returned to Human Resources within three (3) business days of the first date of employment. Required documentation may vary depending on the staff member's position, or the state in which the staff member works or lives.

Proof of U.S. Citizenship and/or Right to Work

Federal regulations require that within three (3) business days of the first date of employment, all staff must complete and sign Federal Form I-9 Employment Eligibility Verification Form and must present original documents of identity and eligibility to work in the United States. Additionally, some states may require E-verification.

Background Check Policy (Reference Checks, Credit Checks, Certification Verification, and Criminal History Reports)

All offers of employment are contingent upon satisfactory reference and background checks as well as receipt of valid certification documents and fingerprint clearances as required, or any other approvals as listed in the offer letter. We reserve the right to conduct additional background checks periodically during employment. Background checks and other clearances or verifications as required by state and federal law are conducted at the time of hire, and thereafter as required by state and federal law.

The following standard checks are conducted for all staff members:

- County and/or statewide police criminal checks for addresses in the previous seven (7) years
- Social security number verification
- Department of Human Services Child Abuse Report
- Federal Criminal History Record Information (FBI report)
- Sex offender check or U.S. criminal indicator search

Additionally, we have the right to verify educational credentials and conduct a credit check for individuals assuming a significant degree of financial responsibility.

If it is found after employment begins that any information provided on the application was false or misleading, or information that could be detrimental to the organization was withheld during the interview and/or hiring process, employment may be terminated.

Arrests or Convictions During Employment

Staff who are arrested for or convicted of a felony or misdemeanor offense that could directly impact their ability to perform their job, have a negative impact on the organization, or must be reported as required by law, must immediately, within one (1) business day of returning to work after being charged, receiving a citation, being arrested, or convicted, notify their manager and Human Resources. Staff who have been convicted of a felony or misdemeanor during employment that impacts their ability to perform their job, may receive disciplinary action, up to and including termination in accordance with state law.

In accordance with state law, we may be required to report to the appropriate agency(ies) any arrests or convictions of licensed staff.

Expiration of Educational Credentials

Some staff, as a condition of employment, must maintain valid credentials. It is the staff member's responsibility to be aware of the expiration date(s) associated with such credentials and to take steps to renew credentials as needed. Human Resources will monitor the expiration of such credentials and provide staff members with any notice required by federal or state law or regulation of such expiration.

Failure to maintain and/or renew required credentials may result in disciplinary action, up to and including unpaid leave, suspension, or termination. School staff should reach out to their manager with any questions on required credentials.

Noncompliance with this policy could result in unpaid suspension beginning the day after the expiration date of your credential(s). If after thirty (30) days of unpaid suspension you have not submitted the required credentials, your employment could be terminated.

Internal Applications, Promotions, and Transfers

Internal Applications

We are committed to posting job opportunities as they become available. Internal and external recruitment may occur simultaneously or separately.

As with external hiring, equal consideration for internal transfer or promotion is given to all who apply in accordance with the Equal Opportunity Policy. Additional consideration may be granted to internal applicants dependent upon their duration of service with the organization.

Eligibility

Generally, staff members should be in their current position for at least one (1) full school year before applying for another internal position. In addition to the time in their current position, staff must satisfy all the minimum requirements listed on the job posting and must meet current performance expectations. Additionally, staff must not have had disciplinary action against them within the current school year.

Timing

For schools to serve student needs, staff members are prevented from transferring positions at any time during the school year.

It is important to maintain continuity in service to our students. Management has discretion in these decisions as they are empowered to determine what best suits the student's needs.

Effective dates for transfers or promotions must occur at the beginning of a pay period. A transfer or promotion should occur within four (4) to six (6) weeks after the acceptance of a new position. The current manager will have the ability to indicate if the standard transition time will not be sufficient.

Exceptions to Eligibility Requirements

The minimum service requirement is waived for transfers and promotions occurring within the same school. Staff transferring from a part-time to full-time position may also be waived from the minimum service requirement based on school need.

If a staff member is a unique fit for an internal transfer based on skills, expertise and performance, as determined by management in coordination with Human Resources, or there is a specific need/urgency, an exception may be made.

Familial and Personal Relationships Between Staff Members

Any staff member involved in a non-work-related personal or romantic relationship with another staff member within the organization may not be the manager or have perceived influence or authority over the career advancement, compensation, or performance appraisal of the other. A non-work-related relationship is defined as a family relationship including a spouse, former spouse, parent, child, brother, sister, aunt, uncle, niece, nephew, cousin, in-law (brother, sister, father, mother, son, daughter), domestic partner, shared custodial responsibilities, or a romantic relationship, an external business relationship, or any other relationship that could create the potential for a conflict of interest in the workplace.

Exceptions to this policy must be approved by the school's designated Human Resources Partner. If there is a question concerning if a relationship constitutes a conflict of interest, please contact Human Resources.

Staff with Children Enrolled in Any School Supported by Pearson

Communication Tools

Staff who have children enrolled in Pennwood may not use instant message systems or other forms of communication that are not available to other families when communicating with their children's instructors. Staff should communicate with their children's instructors through the methods available to all parents as indicated in the school's Handbook.

Keeping the methods of communication separate ensures proper tracking of parent and instructor communications to maintain a clear process for parent and student feedback, questions, and for school staff to best address parent concerns.

Confidential Information

Access granted in Pearson Online Classroom is to be used solely for the purposes of performing tasks related to the staff member's position and should not be used to access data related to their child(ren) or for any purpose outside of their job duties.

Compensation and Benefits Policies

Categories of Employment

- **Regular Full-Time:** is scheduled to work at least thirty (30) hours per week. Teachers are considered full-time staff members even if they are not scheduled to work during the summer. There are two (2) types of regular full-time staff members.
 - » **School Administrative Staff Member:** is a regular full-time staff member who works on a twelve (12) month basis (July 1st- June 30th).
 - » **School Non-Administrative Staff Member:** is a regular full-time staff member who follows the teacher calendar and works 210 scheduled days (exact number of days subject to change per Board approval).
- **Regular Part-Time:** is regularly scheduled to work fewer than thirty (30) hours per week, unless required by state law.
 - » Part-Time Staff working less than twenty (20) hours a week and Adjunct Teachers are not eligible for paid time off or benefits.
- **Temporary:** is on the payroll but is expected to be employed for a specific period. Temporary staff members are not eligible for benefits.
- **Term of Project:** is a staff member hired for the purpose of working on a specific, defined-term project. Employment will terminate when the project is completed. A Term of Project staff member could be full-time or part-time and can be a school administrative or school non-administrative staff member classification. In certain limited, extraordinary situations, the Term of Project assignment can be extended for additional periods of time.

Staff Classification as Established by the Fair Labor Standards Act

- **Exempt:** Exempt staff members are not eligible for overtime pay, as defined under the Fair Labor Standards Act (FLSA). These staff members are typically paid on a salaried basis for carrying out their position responsibilities regardless of the hours worked.
- **Non-Exempt:** Non-exempt staff members are eligible for overtime pay, as defined under the FLSA. Unless otherwise required by law, non-exempt staff members are paid at a rate of time and one-half for hours worked more than forty (40) hours in one week. Staff members are compensated only for hours worked.

Paydays/Paychecks

For payroll calculation purposes, the standard work week runs from Sunday morning through the following Saturday evening. Staff members are paid semi-monthly on the fifteenth (15th) and the final day of each month. If the pay date falls on a Saturday or Sunday, staff will be paid the Friday before the fifteenth (15th) or final day of each month. Advances in pay are not permitted. Staff will have their compensation payments spread over twenty-four (24) pays, except where state statutes or regulations require otherwise.

In accordance with the law, all mandatory federal, state, local, and other deductions will be taken from the semi-monthly pay.

Payroll information must be submitted by the established due date for timely processing. These due dates are listed on the Payroll Calendar which is available on the Virtual Library. If changes to payroll information are received after the established due date, they will be processed on the next scheduled pay period.

Non-Exempt/Hourly Staff

Hourly staff are paid for hours worked in the pay period following the period in which the hours were recorded (i.e., hours worked from the 1st through the 15th of the month are paid on the final business day of the month).

Hourly staff are required to record start/end time and lunch breaks daily on a timesheet. Hourly staff are also responsible for reporting accurate hours on their timesheets. Falsification of timesheet hours is prohibited. Staff must submit their timesheet to their immediate manager for approval of hours worked.

School Non-Administrative Staff Pay Structures

Exempt Staff Pay Structure

Unless a state statute or regulation requires otherwise, exempt ten-month staff members' annual salaries will be paid over a twelve-month period, to include pay during the summer months. Staff members will continue to receive normal payments for a twelve-month period (with pay dates of 6/30, 7/15, 7/31, and 8/15 or pay dates of 7/15, 7/31, 8/15, and 8/31, depending on the school's first and last pay dates). If an exempt non-administrative staff member does not work the entire school year, their pay will be prorated to reflect the percentage of scheduled workdays actually worked. Normal deductions for taxes and benefits will reduce this gross amount.

Non-Exempt Staff Pay Structure

Non-exempt staff are paid based on hours worked. Therefore, they receive pay only during the period in which they perform their work.

Merit Increases

Exempt and non-exempt ten non-administrative staff hired prior to April 1st may be eligible for a merit increase. All ten non-administrative staff members hired on or after April 1st will not be eligible for a merit increase in the year in which they were hired.

Expense Reimbursement

You will be reimbursed for certain travel-related expenses. Manager's authorization is required prior to incurring the expense. To be reimbursed for authorized expenses, submit an approved expense report along with appropriate supporting documentation to Concur within thirty (30) days of incurring the expense. Please review related materials on the Virtual Library.

Non-Exempt Staff Travel Policy

Some non-exempt positions require occasional travel within the United States. Staff members in positions classified as non-exempt under the Fair Labor Standards Act are eligible for compensation for the time they spend traveling. The compensation a staff member receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

Travel Time Within Normal Work Hours

Any portion of authorized travel time that takes place within normal work hours (as defined by the staff member's normal work schedule) on any workday of the week is treated as work hours. Travel time within normal work hours will be paid at the staff member's regular hourly rate and will be factored into overtime calculations.

Travel Time in Addition to Normal Work Hours

Any portion of authorized travel time (except for driving time equal to the normal commute to the staff

member's assigned office) that takes place in addition to normal work hours is considered outside travel hours. When a non-exempt staff member is required to travel outside of normal work hours, they will be compensated at *one-half* their regular hourly rate for that portion of travel time. If one half of the hourly rate is below the state minimum wage, the staff member will be compensated at the minimum wage rate.

Tracking and Reporting Travel Time

Staff are responsible for accurately tracking, calculating, and reporting travel time in accordance with this Policy.

Meal breaks should be deducted from all travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

If a staff member requests a specific travel itinerary or mode of transportation that is different from the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported.

Social Security

You may be required by law to contribute a set amount of your wages to Social Security and Medicare. The organization matches your contribution as required by law. Some staff may be exempt from contributing to Social Security because of their participation in a state retirement system.

Unemployment Compensation

You may be eligible for unemployment compensation, under certain conditions, for a limited period. Teachers continuing employment, from one school year to the next, are not eligible for unemployment compensation during the summer holiday period.

Workers' Compensation

Consistent with federal and state law, workers' compensation insurance coverage is provided for all staff who become injured or ill during their regular work assignments.

Reporting a Workplace Injury

- **Report Your Injury Immediately:** Notify your supervisor of any work-related injury or illness. It is your supervisor's responsibility to notify Human Resources. A written report on the injury or illness must be provided to Human Resources within twenty-four (24) hours after the event. We will notify the workers' compensation insurance carrier. Human Resources will be responsible for submitting all paperwork to the workers' compensation insurance carrier.
- **Medical Care:** If the injury requires first-aid treatment, you should use the first-aid kit located in each office. If the injury is serious, or you wish to seek further medical treatment, paramedic services may be called, or you can go to an urgent care facility. If you feel immediate medical treatment is not necessary and prefer to see your private physician, you may do so at your discretion.
- **Disability Income:** If your doctor states you are unable to return to work for a certain length of time, you may be entitled to receive workers' compensation pay. In those serious cases requiring extended absence(s) from work, it is your obligation to keep your Human Resources Partner informed of your status.

Health Benefits

All available staff benefits are described in the Benefits Guide. The most current version of the Benefits Guide is located on the Virtual Library.

Attendance Policies

Work Hours

Teachers work approximately 210 days per year as outlined in the school calendar. The standard work hours for all school-based staff members are established by the School CEO, with approval from their Academic Success Partner, and are noted accordingly in the School Handbook for parents and students. The support staff must also be made aware of the approved schedule. The standard work hours are established as the hours in which teachers are expected to be available to families. As professional, exempt staff members, teachers and administrators should expect their actual working hours to be determined by the amount of time required to complete the job.

Unless otherwise noted in the offer letter, both exempt and non-exempt staff members are expected to work a minimum of forty (40) hours per week. If a staff member obtains approval to leave work early or to come in late, their time should be made up within the same work week as the approved time away from work.

Adjunct Teachers

Adjunct teachers are part-time staff who work at home or at an alternative location. Adjunct teachers are required to consult with their manager(s) to schedule their “core hours,” which will consist of a minimum of three (3) office hours per week between the hours of 9:00 am and 5:00 pm (e.g., Mondays, Wednesdays, and Thursdays from 9:00 am – 10:00 am, Thursdays from 2:00 pm – 5:00 pm, etc.).

Attendance

Each staff member has a primary work location and work schedule for the purposes of this policy.

Staff members are responsible for being on time as defined by their supervisor and the needs of the organization. Staff members are responsible for submitting a leave request for any absence as required by Human Resources. All leave requests must be made in increments of two (2) hours.

Staff members are required to call their supervisor each day they will be absent or late and must gain supervisor approval to leave work early. Notifying fellow staff is not sufficient. If you are unable to make the contact yourself because of illness, emergency, or for some other reason, you must have someone make the contact on your behalf. This is only appropriate if you are completely unable to make contact yourself.

Absence

If you are absent because of illness for five (5) or more successive days, you must submit written documentation from your doctor or be required to convert the days absent to other forms of paid leave, if available, or to unpaid leave. If you are absent five (5) or more successive days because of illness, you will be required to provide written documentation from your doctor that you are able to resume normal work duties before you are allowed to return to work. These absences may be designated as family/medical leave depending on the circumstances.

Absence from work for three (3) successive days without notifying your supervisor or Human Resources will be considered a voluntary resignation. In general, five (5) unexcused absences in a ninety (90) day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question.

Punctuality

Tardiness or leaving early without permission from your supervisor can be detrimental to the school. Three (3) such incidents in a ninety (90) day period will be considered a "tardiness pattern" and will carry the same weight as an unexcused absence. Other factors, like the degree of lateness, may be considered.

Office Closure

If the school's office(s) must close due to an emergency (such as hazardous weather conditions or a widespread health crisis) a "must read" WebMail notice will be sent from the school to all families explaining the details of the office closure. The school will also record a voicemail message announcing the details of the office closure on the school's voicemail system.

If you have permission to work from home as home-based staff on a regular or occasional basis, you will be expected to work a full day regardless of whether the office is open or closed. Any staff member with such permission is expected to work at full capacity to the best of their ability. We understand that depending on the situation, you may not be able to work from home at your usual capacity for reasons specific to the situation (i.e., having children home from school).

Since staff are provided with a web-based Education Management System (EMS) and remote access capability, there may be an opportunity for office-based staff to also work from home. The ability to work from home will be determined by your manager on an individual basis for each day in question.

For all other staff, please contact your manager to determine work expectations during office closures. Typically, the school's teachers can work from an alternate location, and are available for families via WebMail and an alternate phone number. More specific details about teacher support will be provided in the WebMail message.

If the office is open and you decide not to attempt to come to work due to inclement weather, you must contact your manager. Please make sure you have accurate contact information for your manager.

Compensation During Office Closure

If a staff member is expected or requested to work from home, they will receive standard compensation for hours worked. If a staff member who is expected or requested to work from home is unable to work, they must use paid time off.

During a partial-day office closure, those without work at home privileges are not expected to work during the time period of the closure and would not be required to use paid time off and would be compensated for the duration of the partial closure.

Paid Time Off Requests During Office Closure

If a staff member without work at home privileges previously requested paid time off and the office is closed that day, they may have that request cancelled. If a staff member with work at home privileges had previously requested paid time off and the office is closed that day, they may still take that day off and thus would not have their request cancelled.

During a partial-day office closure, if a staff member without work at home privileges previously requested paid time off during the day of the partial-closure, the request will be cancelled, and they will be compensated for the hours the office was closed.

Holidays

School Administrative Staff

We provide certain paid holidays each year to regular full-time and part-time twelve-month staff.

The observed annual holidays schedule issued by Human Resources and is located on the Virtual Library.

School Non-Administrative Staff

Teachers and other school staff who work a total of 210 days per school year follow the holidays established in the School Calendar.

Procedure

If school requirements dictate, a manager has the right to require staff members to work on a scheduled holiday and substitute an agreed alternate day off. To be eligible for paid holidays, staff members must work the last scheduled workday before and the first scheduled workday after the holiday, unless they submitted a request for paid time off and received approval in advance of the holiday. Exceptions may be made if a staff member provides Human Resources with documentation for an illness or other emergency.

If it becomes necessary for some staff to work on a scheduled holiday, the following guidelines apply:

- Where possible, exempt staff members are to be given a substitute holiday, the date and time to be determined mutually between the staff member and their manager.
- Non-exempt staff members are to receive time and a half for hours actually worked on the holiday (in addition to holiday pay)

Holidays and Overtime

Paid holidays count as time worked for the calculation of overtime. Holiday hours and normally scheduled hours will be used in the determination of hours worked in the workweek towards overtime for non-exempt staff members.

Termination on the Day Prior to Holiday

Staff who are terminated, voluntarily or by organizational action, on the day preceding a holiday are not eligible for holiday pay.

***Additional leave benefits (sick, vacation, personal, etc.) may be found on the Virtual Library.**

Performance and Disciplinary Action Policies

Staff Performance Management

Performance refers to work performance, attendance and punctuality, conduct, and compliance with policies and procedures. Staff performance is the key to achieving school results and organizational productivity. We use informal and formal performance feedback tools are utilized to assist staff in developing high levels of performance.

Staff members receive a performance review in advance of their salary review date. Performance reviews are conducted annually at the end of the school year as well as mid-year in December or January. Staff members also receive periodic feedback both formally and informally from their supervisor. This feedback may be written or verbal.

Based on those reviews and other factors (e.g., position level, general market condition, internal equity, the school's overall performance and merit increase pool, etc.), staff may be eligible for a merit increase. All salary increases must be reviewed and approved by two (2) levels up in the organization and by Human Resources.

Salary reviews are performed on a "common review date." A performance review does not guarantee an increase in salary. Please review the Non-Administrative Staff Pay Structure section for information on merit increases.

Disciplinary Process

Staff are expected to meet certain standards of work performance and conduct. These include, but are not limited to, those outlined in this handbook as well as in the job description. Staff who do not meet the standards and expectations may be given the opportunity to improve performance and/or conduct through the disciplinary process.

The nature of the discipline, up to and including immediate termination of employment, will depend upon the staff member's conduct and the relevant circumstances. It is not a guarantee of continued employment to be placed on an improvement plan as part of the disciplinary process. Staff members are expected to meet their performance obligations daily. Certain cases involving serious policy violations warrant a written warning with probationary status. This type of disciplinary action carries a contingency stating any further violations of policy or unacceptable performance or behavior will be grounds for termination.

Workplace Conduct Policies

Standards of Conduct

To provide our staff with comfortable and safe working conditions, we maintain standards of professional behavior that must be followed. Although it is impossible to identify every possible example of prohibited conduct, the following is a **partial** list of infractions that may result in disciplinary action, up to and including termination of employment.

- Perpetrating fraud against the school and/or Pearson affiliated entities or persons;
- Theft, misappropriation, unauthorized possession, use / removal of School or Pearson property;
- Carrying weapons or explosives, violating any criminal law while on school property or on organizational business;
- Fighting or otherwise threatening, intimidating, coercing, or interfering with supervisors, coworkers, or guests;
- Using profane, obscene, or abusive language while on our property or on organizational business
- Sleeping during working hours;
- Gambling or other immoral or disorderly conduct while on school property or on organizational business;
- A pattern of chronic or excessive absenteeism, tardiness, leaving work early, or any other violation of the attendance policy;
- Failure to properly notify an absence;
- Failure to satisfactorily perform job duties, including insubordination or refusal to comply with instructions;
- Hiring a third party to perform a staff member's assigned job duties;
- Intentional abuse, negligence, or destruction of school property;
- Violation of any safety rule, policy, practice, or procedure;
- Causing injury to a person or damaging property, machinery, equipment, supplies, or negatively impacting the business reputation;
- False, fraudulent, misleading, or harmful statements or omissions in any medium, including social media platforms, concerning the Pennwood Cyber Charter School, affiliated entities, another staff member or our students, parents, colleagues, teachers, and vendors, or any statement that is harmful or disloyal to the school or places the school, including the education program, in a negative light;
- Dishonesty or providing false information to your supervisor or other staff;
- Misuse of private information and data created during school operations concerning staff members, students or their families;
- Conduct, in our sole opinion, that reflects adversely on you or the school;
- Failure to properly follow any rule or procedure, or violating any policy in this handbook; and/or
- Other acts, in the opinion of school management and/or Human Resources, that warrant disciplinary action.

Respect for Others

We expect our staff to treat each other, students, teachers, vendors, regulators, legislators or any third party while performing their job duties with respect and consideration. Lack of respect can be shown through words, conduct, acts or demeanor. Some examples of lack of respect include snide remarks, inappropriate jokes, direct comments and avoidance of individuals. The above examples by no means describe all types of disrespectful behavior. As a rule, behaviors that affect another staff member's ability to work depart from our standard for respect.

Language in the Workplace

The use of obscenity, profanity, sexual innuendoes, coarse language or language that could be perceived as offensive in the workplace is highly unprofessional and unacceptable. Persistent use can create a hostile workplace environment and may amount to a form of harassment. All staff are cautioned to avoid such language. Persons improperly subjected to offensive language should report the incident, using the procedure outlined in the Preventing Workplace Harassment policy.

Professional Ethical Standards

Staff members must maintain high standards of personal and professional conduct and behavior and in all interactions and communications. Staff are required to use sound professional judgment when communicating with students and parents while handling situations requiring sensitivity. All school policies and protocols must be followed regarding FERPA and other dealings with students, parents, learning coaches and any agencies which may be associated with a family in the school.

Staff must display the highest integrity and the best judgment and ethics and use professional skills to the best interests of all. Staff must use only legal and ethical means when seeking to influence governmental legislation or regulations. Lastly, staff must aid in the professional development of those who enter the educational services profession by assisting them to understand the functions, duties, and responsibilities of the profession; and always endeavor to improve the school.

Reporting Unethical Behavior

Ethics Hotline

The school's ongoing success depends on maintaining high ethical standards of conduct. To reinforce the commitment to the highest standards of ethics, Pearson Virtual Schools has made available the Ethics Hotline. The Ethics Hotline is a phone and web-based communications tool that offers staff a confidential way to raise a concern or report suspected unethical, unprofessional, illegal, or fraudulent activity by others associated with the organization or school. The hotline number is 833-710-0718 and the confidential web address is <http://www.lighthouse-services.com/pearson>.

Who should use the Ethics Hotline?

Any staff member who has information about possible criminal activities, ethical violations, or other work-related incidents should use the Ethics Hotline. **A staff member's first option is to report suspicions to a member of school management or Human Resources, but if they are uncomfortable with the direct approach, the Ethics Hotline may be utilized.**

What types of incidents should be reported?

Staff members are encouraged to report situations or events that could potentially harm students, the school(s), colleagues, or the organization. Examples include violations related to:

- Compliance with Regulations
- Conflicts of Interest
- Accounting and Auditing Practices
- Gifts and Bribes
- Disclosure of Confidential Information
- Privacy of Student Records
- Theft
- Copyright Laws and Software Piracy
- Misuse of Resources or Funds
- Intellectual Property Infringement
- Falsification of Information
- Threats and Physical Violence
- Discrimination
- Harassment
- Retaliation

How it works

Concerns reported to the Ethics Hotline are received by an independent third-party communication specialist who will then report the information anonymously to Human Resources. At no point will the identity of the individual reporting the concern be revealed without their consent. Raising a concern or reporting misconduct in good faith is the right thing and such action will not be subject to discipline or retaliation. If the investigation of a concern reported through the Ethics Hotline reveals the initial report was done with malice or ill intent, it will be deemed the reporter will waive their right to anonymity and be subject to disciplinary action.

You are the key to an ethical workplace

While the Ethics Hotline is an ongoing program for concerned staff; we encourage direct communication with colleagues, managers, and/or members of school management. For staff who prefer to remain anonymous, the Ethics Hotline is available at any time, twenty-four (24) hours a day, seven (7) days a week.

Conflicts of Interest

Staff are prohibited from engaging or appearing to engage in any activities that conflict with the school's interests. A conflict of interest, or the appearance thereof, may occur when an interest in, association with, and/or employment by another school or educational management organization, suppliers of goods or services, etc., is such that the ability to act in the best interests of the school may be called into question.

Please discuss any questions or concerns regarding conflicts of interest with your manager and/or Human Resources.

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

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

Gifts

Staff members are to avoid any conduct that gives rise to a conflict of interest or the appearance of a conflict of interest. Specifically, all staff must comply with laws that preclude giving gifts to government employees even when the gift is given without any intention of influencing the recipient. For purposes of this policy, a gift is defined as anything of value given or reimbursed by the organization for which goods or services are not provided in return as part of an ordinary business transaction. This may include tangible items, meals, and/or travel expenses. Accordingly, staff members must have all gifts reviewed by the Legal department by creating an Issue Aware ticket.

Staff members may not give, solicit, or accept gifts to or from any person or entity that has sought or seeks a business relationship with the school or organization unless approved through the Issue Aware process. Giving gifts to vendors, students and government officials is prohibited.

In no event should any gift of cash, including gift cards, be accepted or made.

If a staff member receives an unsolicited gift, they must promptly notify their manager, in writing, and take the following action:

- Return the gift with a letter to the donor explaining the Gift policy; or
- When a gift cannot be returned because it is perishable and may become damaged or spoiled, send the donor a letter noting this fact explaining the Organization's Gift policy; and
- When it is necessary to write a letter as prescribed above, the recipient should provide a copy of the letter to their manager and should submit it to the Legal Department.

Authorizations and Approvals

Under no circumstances is a staff member, other than those who have purchasing responsibility authorized in writing, to commit to any purchase or agreement that financially obligates the school or organization. If a staff member is required to procure goods and services, the appropriate authorizations from the staff member's manager must be obtained in accordance with the organization's fiscal policies. Failure to obtain the proper authorizations/approvals will result in disciplinary action and/or a requirement that the individual accept personal responsibility for an obligation wrongfully made in the school's name.

Solicitation and Distributions

Staff members are prohibited from soliciting and/or distributing non-school material in work areas and during school hours. Bulletin boards, internal directories, interoffice mail, email, and other organizational resources are to be used only for school business purposes unless designated otherwise.

Staff members may not solicit or distribute ANY information in work areas on behalf of a business, club, school, society, religious group, nonprofit organization, or political party during work time or during the work time of the staff to whom such activity is directed.

If the activity is not disruptive, staff may distribute information about nonprofit fundraising efforts or distribute small items, such as cookies or candy for sale, if the proceeds will be received by a nonprofit organization. Permitted activities will be determined by school management. Requests to conduct fundraising activities must be approved in advance by the School CEO.

The school reserves the right to sponsor certain nonprofit fundraising events. However, participation will not be required.

Appearance and Dress

The school strives to provide a work environment that is both professional and comfortable. Staff member's dress, grooming, and personal hygiene should be appropriate to the school environment in accordance with guidelines set forth by the supervisor. In general, staff members are expected to dress and present themselves in a manner that is acceptable in a school setting.

When meeting with families, students, and/or external parties, or visitors at the school, staff members should dress in accordance with the expectations of those individuals. Staff members who are dressed inappropriately may be asked to return home to select suitable attire. Any questions concerning the dress code should be directed to an immediate supervisor or Human Resources.

Animals in the Workplace

Pets are not permitted at the school office or at school related events, unless they are the staff member's registered service animal. If you have questions regarding registered service animals, please contact Human Resources for additional information and requirements.

Conduct While Driving

Staff members are completely responsible for any accidents, fines, or traffic violations incurred while operating personal vehicles. While driving a personal vehicle, or a rental vehicle for school business, the staff member's personal automobile insurance will be considered primary and any organizational-provided coverage secondary.

Staff members who are driving while on school business are expected to conduct themselves in a safe and legal manner, obeying posted speed limits and avoiding distractions while driving.

Social Media Policy

The school believes in utilizing social media sites to foster online collaboration and share what the school does, but staff members are expected to do so responsibly. As online communication platforms continue to evolve, so will school policies. Staff members should speak freely, but also responsibly. This policy is focused on social media activities in or outside of work that could affect work performance, the performance of other staff, or the school's interests. The policy provides standards for staff who choose to contribute or participate in blogs, wikis, social networks (Facebook, Instagram, Twitter, etc.), virtual worlds, user-generated audio and video (YouTube), or other social media. The standards of conduct apply to online activities. Remember that our rules of conduct apply to online activities, and any information or comments posted publicly may be escalated to Human Resources for review.

Staff members are discouraged from participating in one-on-one communication or sharing personal information with students through social media sites. It is not appropriate for teachers or other staff members to deviate from their professional role with students at any time. If teachers or other staff members choose to interact with students through social media sites, the interaction should be logged, and use filters or other mechanisms to preserve the professional nature of the student-teacher relationship. While such precautions might limit a student's access to a staff member's personal information, staff members may still have access to the personal information of a student. In such a case, information learned about students through these networking and social media sites may trigger a duty under applicable law to report suspected abuse, neglect, or other conduct to the authorities.

This Policy shall not be construed or applied to interfere with section seven (7) of the National Labor Relations Act.

Participation in Social Media Sites

1. Write about what you know. Ensure that statements you make are accurate and factual. Be exciting and creative when talking about the school, but do not exaggerate or guess. If someone asks a question you do not know the answer to, forward it to an expert within the organization.
2. Present yourself well. Take into consideration that anything you post is made public and could be misconstrued by readers. Assume that your colleagues, manager, school's students and their parents will read it. Keep that in mind as you post and present yourself in a way that you would in the office. Be sure the image you portray is consistent with the work you do. Social media sites tend to blur the lines between personal and professional lives, and public and private information. Be aware of that line and communicate accordingly.
3. Do not post information that is derogatory or disrespectful to the school or the school community or that places the school in a negative light.
4. Restrict access if appropriate. Because boundaries can be blurred, everyone potentially has access to your information. Many social sites have privacy settings. Think about using them.
5. Present the school and organization well. Just by identifying yourself as a school staff member, you are creating perceptions about the school and organization. Make sure that content associated with your school is consistent with the school's values and standards of conduct.

6. Respect your audience. It is fine to have a healthy debate, but do not disparage others. Carry the customer service model through to your social media content. Outside parties CAN pursue legal action against you personally for content you post.
7. Correct mistakes. If you made a mistake, correct it. Just make sure you indicate that you have done so before modifying postings.
8. Identify yourself appropriately. Do not misrepresent who you are – if you are commenting about the school, let others know your role and status. Make it clear that you are speaking for yourself and not on behalf of the school. Only staff officially designated by the school have the authority to speak on behalf of the school.

Prohibited Activities on Social Media Sites

1. Do not violate your confidentiality and non-disclosure agreement. Follow the official policies protecting the school's proprietary and confidential information. Things you absolutely cannot disclose on social media sites include, but are not limited to: financial information, trade secrets, customer information, and confidential or personally identifiable information about students. View the Confidential Records-Access, Retention, and Disclosure Policies and your non-disclosure agreement, if applicable, for more details.
2. Do not violate copyright or fair use laws. It is extremely important that you respect the laws governing copyright and fair use of copyrighted material owned by the school or others, for our protection as well as your own.
3. Never conduct school business on a social media site. Our internal Education Management System (EMS) and other communication tools provided are the appropriate venues for work-related activities. **All contacts with students or parents should occur on and be tracked using the school's communication tools, not social media sites.**
4. Do not disrupt or denigrate the learning environment. Teachers and school administrators should maintain a supervisory, professional, and respectful relationship with students and the school community.
5. Do not publish information about students.
6. Do not publish personally identifiable information, including photos, about your colleagues without their consent.
7. Do not let social media interfere with your work performance.
8. Know your obligations. It is your responsibility to understand and be familiar with the reporting requirements, for example child abuse and neglect, consistent with the laws of the state in which you work and the school's policy.

Social media should never be used in a way that violates any other policies or staff member obligations. If your social media activity would violate any of the school's policies in another forum, it will also violate them in an online forum. Staff members who violate the school's policies may be subject to discipline, up to and including termination of employment.

Substance Abuse

The school is committed to maintaining a safe, healthy, and efficient working environment, therefore requiring a drug-free workplace. Staff are strictly prohibited from misusing/abusing controlled substances, intoxicants, inhalants, alcohol and prescription drugs, or purchasing, selling, manufacturing, distributing, possessing, or working under the influence of illegal substances. Staff are also prohibited from consuming alcohol in the presence of any students or families enrolled in the school.

Staff who take over the counter or prescription medication are responsible for being aware of any adverse effect(s) the medication may have on work performance. Please promptly report to your supervisor if the use of medication might impair your ability to perform the job safely and/or effectively. Depending on the

circumstances, staff members may be reassigned, forbidden to perform certain tasks, or prohibited from working if they are deemed unable to perform the job safely and/or properly while taking such medication. It is a violation of this policy to take over the counter or prescribed medication contrary to its proper use.

Use of property and equipment, a school vehicle, or a personal or rented vehicle in the performance of their job responsibilities while under the influence of illegal drugs, intoxicants, inhalants, or quantities of alcohol above legal limits is prohibited.

Staff members should contact their manager if they are aware of illegal activity at the school. Full cooperation with school management and/or Human Resources is required if they are involved in substance abuse investigations. Staff members referred for treatment that do not remain drug/alcohol free, and/or perform unsatisfactorily on the job, may be subject to termination.

Definition of “Controlled Dangerous Substance”

“Controlled dangerous substance,” as used in this policy, has the same meaning as the term “controlled substance” in the Controlled Substances Act (21 U.S.C. 802), and includes (1) any substance that has not been legally prescribed by a properly licensed physician, and (2) any substance that is legally obtainable, but has not been legally obtained or is not being used in the prescribed dosage for prescribed purposes. This policy **does not** prohibit staff members from taking prescribed medication under the direction of a physician, provided that the prescribed medication does not impair performance or threaten safety, security and/or property, or that of the school and/or coworkers. The use of prescribed medication in a manner that is inconsistent with the directions of a physician is not exempt from general prohibitions on substance abuse.

Searches

The organization reserves the right to carry out reasonable searches of staff and staff member’s property, including desks, work areas, files, lockers, bags, or other personal belongings (including vehicles), while at any of school sites or work-related areas, if there is a valid reason for such a search.

Drug and Alcohol Testing

Under this Drug and Alcohol Policy, the organization may require pre-employment testing, reasonable cause testing, post-accident testing, unannounced random testing, and follow-up testing.

- **Pre-Employment Testing:** The School may require all candidates for employment to submit to drug testing as a condition of any offer of employment. Positive test results for any controlled substance as defined in this policy will be considered in making final employment decisions.
- **Reasonable Suspicion Testing:** The School may require a drug and/or alcohol test whenever abuse is reasonably believed from the facts and circumstances, such as: appearance, conduct, speech or body odors; appearing to be under the influence of a controlled substance or alcohol; or otherwise violating any aspect of this policy; federal, state or local law/ regulations.
- **Post-Accident Testing:** The School may require to a drug and/or alcohol test whenever staff are involved in or has contributed to a work-related incident that resulted or could have resulted in injury to any person or damage to property. Tests will be performed within two (2) hours of the accident or as soon as practicable following the accident. A staff member who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization for obtaining hospital reports and/or other documents that would indicate if any controlled substances or alcohol was present in their system.
- **Unannounced Random Testing:** The School may perform unannounced randomly selected drug testing. Once notified, the staff member must report to the testing site immediately. The random selection process will be such that every covered staff member has a substantially equal chance of

being selected for testing each time, regardless of whether they were previously subject to testing. Human Resources may limit the random selection pool to staff in certain positions.

- **Follow-up Screening:** If the staff member, in the course of employment, enters an employee assistance program for drug or alcohol-related problems or a drug or alcohol rehabilitation program, the school may require follow-up testing.

Staff Assistance and Rehabilitation

The school encourages any staff member with a drug or alcohol abuse problem to seek treatment voluntarily. In the case of a positive drug or alcohol test result or a violation of this policy, the school and/or Human Resources reserves the right to determine whether to allow the staff member an opportunity to be placed in or enter into a rehabilitation program agreement as an alternative to termination.

No staff member will be subject to disciplinary action solely for acknowledging a drug or alcohol problem and seeking treatment for the problem. However, to take advantage of that protection, staff must come forward and seek treatment before they are asked to take a drug or alcohol test or are suspected of violating any aspect of this policy.

Under the rehabilitation program and agreement, the staff member will, among other things, be required to successfully complete an alcohol/drug treatment program before returning to work. Staff must apprise Human Resources of their condition while undergoing rehabilitation, as well as provide written verification of attendance at treatment sessions. Upon returning to work, the staff member's performance must remain at an acceptable level, including attendance and punctuality.

Confidentiality

The results of any drug or alcohol test conducted pursuant to this policy shall be kept confidential to the extent possible. Test results shall not be disclosed, except to persons to whom disclosure is necessary, to defend against any legal action brought by the tested staff member or candidate for employment against the school or organization, or to any government contractor, or as otherwise required by law or regulation.

Staff Who Work with Children

It is the school's policy to ensure the safety and well-being of all children participating in activities to report suspected cases of child abuse and neglect consistent with the requirements of applicable law. A staff member will not knowingly be placed in a position that has direct contact with children if they are/were accused of a crime against children, child abuse, or child neglect. Individuals who have direct contact with children must pass appropriate background screening measures and convictions of this nature will not be hired.

Awareness of Possible Abuse/Neglect (Mandatory Reporter)

All individuals participating in school activities where children are present are responsible for being alert to possible sexual abuse or exploitation, sexual misconduct, abuse or neglect. Educators with such awareness must file a mandatory report form with the Pennsylvania Department of Education. We provide training to staff who interact with children, which includes guidelines for identifying and procedures for reporting suspected child abuse or neglect. All Staff must comply with the procedures established in the training(s).

Non-Fraternization Policy

School staff are strictly prohibited from engaging or appearing to engage in personal relationships with students that are outside the scope of a professional adult/student relationship. If the conduct is believed to constitute a crime under state or federal law, violators of this policy will be reported to the appropriate law

enforcement authority. In addition, the parents/ guardians/Caretaker of the student affected will be notified of the student's involvement and the actions taken.

Interaction with Students

Any staff member who interacts with students should be familiar with and comply with the policies contained within the School Handbook Supplement as it pertains to harassment or treatment of students. Harassment or treatment of a student that is prohibited by the School Handbook Supplement is not tolerated. Any staff member who violates the policies in the School Handbook Supplement may receive disciplinary action.

Transportation of Students by Staff and Student Home Visits

Staff members are strictly prohibited from providing transportation to students for any purpose.

A staff member may be permitted to visit the home of a student if the student's parent or guardian is present. Prior to such a visit, the staff member must gain approval from the School CEO or their designee. Further, a staff member visiting a student's home must do so with at least one other staff member. It is never permitted to conduct a home visit without another staff member in attendance.

Actions in the Presence of Children and Families

The following are prohibited actions in the presence of students or families:

- Smoking or using tobacco products;
- Consuming alcohol or drugs; and/or
- Using profanity, inappropriate language, or language that could be perceived as offensive.

Inappropriate Physical Contact with Children

Staff may not engage in physical contact with a child that is harmful, sexual, offensive, unwelcome or inappropriate. Staff may not engage in physical contact with staff members, customers or educational partners that is perceived as harmful, sexual, offensive, unwelcome or inappropriate.

Additionally, staff must adhere to the requirements set forth in the Pennsylvania Code of Professional Practice and Conduct for Educators, as well as state criminal statutes regarding assault.

Reporting of Suspected Child Abuse

The school requires trustees, employees, independent contractors, and volunteers to comply with identification and reporting requirements for suspected child abuse, as well as the training requirement for recognition and reporting of child abuse to comply with the Child Protective Services Law and the School Code.

Definitions

The following words and phrases, when used in this policy, shall have the meaning given to them in this section:

Bodily injury - impairment of physical condition or substantial pain.

Child - an individual under 18 years of age.

Child abuse - intentionally, knowingly or recklessly doing any of the following:

1. Causing bodily injury to a child through any recent act or failure to act.

2. Fabricating, feigning or intentionally exaggerating or inducing a medical symptom or disease that results in a potentially harmful medical evaluation or treatment to the child through any recent act.
3. Causing or substantially contributing to serious mental injury to a child through any act or failure to act or a series of such acts or failures to act.
4. Causing sexual abuse or exploitation of a child through any act or failure to act.
5. Creating a reasonable likelihood of bodily injury to a child through any recent act or failure to act.
6. Creating a likelihood of sexual abuse or exploitation of a child through any recent act or failure to act.
7. Causing serious physical neglect of a child.
8. Engaging in any of the following recent acts:
 - a. Kicking, biting, throwing, burning, stabbing or cutting a child in a manner that endangers the child.
 - b. Unreasonably restraining or confining a child, based on consideration of the method, location or the duration of the restraint or confinement.
 - c. Forcefully shaking a child under one year of age.
 - d. Forcefully slapping or otherwise striking a child under one year of age.
 - e. Interfering with the breathing of a child.
 - f. Causing a child to be present at a location while a violation of 18 Pa. C.S. § 7508.2 (relating to operation of methamphetamine laboratory) is occurring, provided that the violation is being investigated by law enforcement.
 - g. Leaving a child unsupervised with an individual, other than the child's parent, who the actor knows or reasonably should have known: Is required to register as a Tier II or Tier III sexual offender under 42 Pa. C.S. Ch. 97 Subch. H (relating to registration of sexual offenders), where the victim of the sexual offense was under 18 years of age when the crime was committed; has been determined to be a sexually violent predator under 42 Pa. C.S. § 9799.24 (relating to assessments) or any of its predecessors; or has been determined to be a sexually violent delinquent child as defined in 42 Pa. C.S. § 9799.12 (relating to definitions).
9. Causing the death of the child through any act or failure to act.
10. Engaging a child in a severe form of trafficking in persons or sex trafficking, as those terms are defined under section 103 of the Trafficking Victims Protection Act of 2000.

The term child abuse does not include:

1. conduct that causes injury or harm to a child or creates a risk of injury or harm to a child if there is no evidence that the person acted intentionally, knowingly or recklessly when causing the injury or harm to the child or creating a risk of injury or harm to the child.
2. injuries that result solely from environmental factors, such as inadequate housing, furnishings,

- income, clothing and medical care, that are beyond the control of the parent or person responsible for the child's welfare with whom the child resides.
3. the use of reasonable force on or against a child by the child's own parent or person responsible for the child's welfare if any of the following conditions apply:
 - a. The use of reasonable force constitutes incidental, minor or reasonable physical contact in order to maintain order and control;
 - b. The use of reasonable force is necessary:
 - i. to quell a disturbance or remove a child from the scene of a disturbance that threatens property damage or injury to persons;
 - ii. to prevent the child from self-inflicted physical harm;
 - iii. for self-defense or defense of another; or
 - iv. is necessary to gain possession of weapons, controlled substances or other dangerous objects that are on the person of the child or in the child's control.
 4. harm or injury to a child that results from the act of another child shall not constitute child abuse unless the child who caused the harm or injury is a perpetrator. Notwithstanding this exclusion, the following shall apply:
 - a. Acts constituting any of the following crimes against a child shall be subject to the reporting requirements of this policy:
 - i. Rape as defined in 18 Pa.C.S. § 3121;
 - ii. Involuntary deviate sexual intercourse as defined in 18 Pa.C.S. § 3123;
 - iii. Sexual assault as defined in 18 Pa.C.S. § 3124.1;
 - iv. Aggravated indecent assault as defined in 18 Pa.C.S. § 3125;
 - v. Indecent assault, as defined in 18 Pa.C.S. § 3126;
 - vi. Indecent exposure, as defined in 18 Pa.C.S. § 3127.
 - b. No child shall be deemed to be a perpetrator of child abuse based solely on physical or mental injuries caused to another child in the course of a dispute, fight or scuffle entered into by mutual consent.

An individual participating in a practice or competition in an interscholastic sport, physical education, a recreational activity, or an extracurricular activity that involves physical contact with a child does not, in itself, constitute contact that is subject to the reporting requirements of this policy.

Direct contact with children – the care, supervision, guidance or control of children or routine interaction with children.

Independent contractor - an individual who provides a program, activity or service. The term does not include an individual who has no direct contact with children.

Perpetrator - a person who has committed child abuse and is: (1) a parent/guardian of the child, (2) a spouse or former spouse of the child's parent/guardian, (3) a paramour or former paramour of the child's parent/guardian, (4) a person 14 years of age or older and responsible for the child's welfare, (5) an individual 14 years of age or older who resides in the same home as the child, or (6) an individual 18 years of age or older who does not reside in the same home as the child but is related within the third degree of consanguinity or affinity by birth or adoption to the child, (7) An individual 18 years of age or older who engages a child in severe forms of trafficking in persons or sex trafficking, as those terms are defined under section 103 of the Trafficking Victims Protection Act of 2000.

Person responsible for the child's welfare - a person who provides permanent or temporary care, supervision, mental health diagnosis or treatment, training or control of a child in lieu of parental care, supervision and control. The term includes any such person who has direct or regular contact with a child through any program, activity or service sponsored by a school, for-profit organization or religious or other not-for-profit organization.

Program, activity or service - a public or private educational, athletic or other pursuit in which children participate. The term includes, but is not limited to, the following:

1. A youth camp or program.
2. A recreational camp or program.
3. A sports or athletic program.
4. An outreach program.
5. An enrichment program.
6. A troop, club or similar organization.

Recent act or failure to act - any act or failure to act committed within two years of the date of the report to the Department of Public Welfare (also known as the Department of Human Services) or county agency.

Recklessly – this term shall have the same meaning as provided in 18 Pa. C.S. § 302.

School employee - an individual who is employed by a school or who provides a program, activity or service sponsored by a school. The term excludes an individual who has no direct contact with children.

Serious mental injury - a psychological condition, as diagnosed by a physician or licensed psychologist, including the refusal of appropriate treatment, that:

1. Renders a child chronically and severely anxious, agitated, depressed, socially withdrawn, psychotic or in reasonable fear that the child's life or safety is threatened; or
2. Seriously interferes with a child's ability to accomplish age-appropriate developmental and social tasks.

Serious physical neglect - any of the following when committed by a perpetrator that endangers a child's life or health, threatens a child's well-being, causes bodily injury or impairs a child's health, development or functioning:

1. A repeated, prolonged or egregious failure to supervise a child in a manner that is appropriate considering the child's developmental age and abilities;
2. The failure to provide a child with adequate essentials of life, including food, shelter or medical care.

Sexual abuse or exploitation - any of the following:

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:
 - a. Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.
 - b. Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any

individual.

- c. Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.
 - d. Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.
2. Any of the following offenses committed against a child: rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; institutional sexual assault; aggravated indecent assault; indecent assault; indecent exposure; incest; prostitution; sexual abuse; unlawful contact with a minor; or sexual exploitation.

Sexual abuse or exploitation does not include consensual activities between a child who is 14 years of age or older and another person who is fourteen 14 years of age or older and whose age is within 4 years of the child's age.

Student - an individual enrolled in a public or private school, intermediate unit or area vocational-technical school who is under 18 years of age.

Guidelines

Training

The school shall provide all employees and independent contractors of the school who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics:

1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct per the PA Child Protective Services Law.
2. Provisions of the Educator Discipline Act, including mandatory reporting requirements for suspected abuse and sexual misconduct.
3. The school's policy related to reporting of suspected abuse and sexual misconduct.
4. Maintenance of professional and appropriate relationships with students.

Employees are required to complete a minimum of three (3) hours of training every five (5) years. Volunteers and student teachers should be provided with opportunity to participate in training.

Duty to Report

Trustees, school employees, independent contractors and volunteers shall make a report of suspected child abuse if they have reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances:

1. The trustee, school employee, independent contractor or volunteer comes into contact with the child in the course of employment, occupation and the practice of a profession or through a regularly scheduled program, activity or service.
2. The trustee, school employee, independent contractor or volunteer is directly responsible for the

care, supervision, guidance, or training of the child.

3. A person makes a specific disclosure to a trustee, school employee, independent contractor or volunteer that an identifiable child is the victim of child abuse.
4. An individual 14 years of age or older makes a specific disclosure to a trustee school employee, independent contractor or volunteer that the individual has committed child abuse.

A child is not required to come before the trustee, school employee, independent contractor or volunteer in order for that individual to make a report of suspected child abuse. A report of suspected child abuse does not require the identification of the person responsible for the child abuse.

Any person required to report child abuse who willfully fails to do so may be subject to disciplinary action and criminal prosecution. Any person who intentionally or knowingly makes a false report of child abuse or intentionally or knowingly induces a child to make a false claim of child abuse may be subject to disciplinary action and criminal prosecution. Any person who engages in intimidation, retaliation, or obstruction in the making of a child abuse report or the conducting of an investigation into suspected child abuse may be subject to disciplinary action and criminal prosecution.

The school shall not discriminate or retaliate against any person for making, in good faith, a report of suspected child abuse.

Reporting Procedures

Trustees, school employees, independent contractors or volunteers who suspect child abuse shall immediately make a written report of suspected child abuse using electronic technologies (www.compass.state.pa.us/cwis at the time of the adoption of this policy) or an oral report via the statewide toll-free telephone number (1-800-932-0313 at the time of the adoption of this policy). A person making an initial oral report of suspected child abuse must also submit a written electronic report within 48 hours after the oral report. Upon receipt of an electronic report, the electronic reporting system will automatically respond with a confirmation, providing the school with a written record of the report. If such automatic written confirmation is not received, then the person reporting the suspected child abuse shall immediately make an oral report via the statewide telephone number.

A trustee, school employee, independent contractor or volunteer who makes a report of suspected child abuse shall immediately, after making the initial report, notify the school CEO or their designee if the initial report was made electronically, also provide the school CEO or their designee with a copy of the report confirmation.

When a report of suspected child abuse is made by a trustee, school employee, independent contractor or volunteer as required by law, the school is not required to make more than one report.

If the school CEO or their designee reasonably suspects that conduct being reported involves an incident required to be reported under the school's Memorandum of Understanding with local law enforcement, the school CEO or their designee shall inform local law enforcement, in accordance with applicable law, regulations and Board policy.

Investigation

The school CEO or their designee shall facilitate the cooperation of the school with the Department of Human Services of the Commonwealth, the county agency, or law enforcement investigating a report of suspected child abuse.

Upon notification that an investigation involves suspected child abuse by a school employee or independent contractor, the school CEO or their designee shall immediately implement a plan of supervision or alternative arrangement for the school employee or independent contractor under investigation to ensure the safety of the child and other children who are in the care of the school. The plan of supervision or alternative arrangement shall be submitted to the county agency for approval.

Preventing Workplace Harassment

The harassment or discrimination of staff based on age, race, color, religion, sex, pregnancy, gender identity, national origin, physical or mental disability, sexual orientation, marital status, veteran status, protected genetic information, or any other class protected by federal, state, or local law is strictly prohibited. The school does not tolerate harassment or hostile actions in the workplace by any person. Prompt action will be rendered to correct any harassment, up to and including disciplinary action or termination.

Harassment is a form of discrimination that occurs when someone engages in unwelcome and reasonably offensive conduct based on a protected characteristic, and that conduct adversely affects an individual's working conditions. This policy applies to harassment of any staff members by another staff member, a supervisor, or any other individual with whom a staff member interacts in the course of their employment at the school, including but not limited to parents/caretakers, vendors, suppliers, contractors, or other similar individuals.

Definitions

Harassment can result from a broad range of actions, including, but not limited to:

- **Verbal conduct:** comments that that could be considered harassing if they are likely to offend a reasonable person;
- **Visual conduct:** visual materials that contribute to a hostile work environment by their sexually explicit or derogatory nature;
- **Physical conduct:** touching that a reasonable person would find offensive;
- **Sexual Harassment:** any unwelcome or unwanted sexual advances, request for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, where:
 - » It is expressed or implied that a staff member's submission to or refusal of the conduct will have any effect on their employment, job assignment, wages, evaluation, promotion, training, future job opportunities, or other terms or condition of employment, or where such submission or refusal is used as a factor in decisions relating to the person's employment; or
 - » The conduct is so severe and pervasive it creates an intimidating, hostile, or offensive work environment.

Sexual Harassment

All staff has the right to work in an environment free of sexual harassment. The school prohibits sexual harassment in all its forms. This Policy applies to all staff members by any other individual regardless of their position with the school and extends to individuals the staff member may encounter during their professional workday, including new hire applicants, contractors, and vendors.

Some examples of sexual harassment include, but are not limited to, the following:

- Offensive remarks about a person's sex;
- Unwanted sexual advances, or requests or demands for sexual favors or sexual acts;
- Verbal or physical conduct of a sexual nature that is not welcomed by another person, such as repeated sexual flirtation, advances, innuendo, propositions, gestures, jokes, or mockery;

- The public display or distribution of sexually oriented objects, pictures, literature, illustrations, drawings or cartoons, including materials downloaded from computer systems via the internet, electronic mail, or other sources; and/or
- Any uninvited and unwelcome physical contact.

Whether at the school or any other work-related settings, such as school sponsored trips, conventions or conferences; or school sponsored social events, this policy applies to all workplaces and workspaces utilized during the scope of employment. Staff members are expected to conduct themselves in a professional manner in the workplace and at any other time when representing the school. Exemplary professional conduct is essential to promote quality work, and to ensure a work environment free of discrimination. Physical conduct of a sexual nature, even if welcomed by another staff member, is prohibited in the workplace, or in any school-related setting.

Staff members are encouraged, if possible, to inform their sexual harassment offender that their behavior is unwelcome and request the sexual harassment behavior to stop.

Please refer to the harassment training provided at the start of employment for more detailed information on all forms of harassment and school policies on harassment.

Complaint Procedure

. Any manager who becomes aware of allegations of harassment must bring the allegations to the attention of the School CEO and Human Resources. Staff who believe that they are being harassed or have been harassed, should report the conduct to the School CEO and Human Resources for immediate review.

Complaints will remain confidential to the extent reasonable and practicable while under investigation and as their unique circumstances warrant. Complaints will be investigated promptly, thoroughly and impartially.

If an investigation substantiates allegations of harassment, immediate and appropriate corrective action that is designed to address, stop, and remedy the harassment will be taken, and the school will ensure that the harassment does not recur.

Investigation Procedure

During the investigation, Human Resources will instruct and provide guidance to participants of the investigation regarding confidentiality, and staff members are expected to fully comply with these instructions to maintain the integrity of the investigation.

A staff member who is questioned as part of an investigation must be forthcoming and candid in answering all questions and must not withhold information pertinent to the investigation.

Withholding information or providing false information during an investigation is a serious violation of this Policy and will subject an individual to disciplinary action, up to and including termination.

Protection Against Retaliation and Sanctions

Any form of retaliation against an individual who makes a bona fide complaint of harassment, for assisting in a complaint investigation, for providing information in a complaint investigation, or for making any determination necessary under this policy is prohibited. Retaliation is a serious violation of this policy, and any individual found to have retaliated against another person in violation of this policy will be subject to discipline, up to and including termination of employment.

Any staff member that violates this policy or makes a false or malicious complaint of sexual harassment, regardless of position at the school, will be subject to discipline, up to and including termination.

Authority and Responsibility

If a manager learns that a staff member is suffering potentially harassing behavior, the manager must act expediently to ensure that the harassing behavior is investigated, and if necessary, promptly stopped. All managers are responsible for preventing staff from being subjected to harassment, and for reporting any complaint or incident of harassment to Human Resources immediately and at the very least within twenty-four (24) hours using the above outlined procedures. If an incident is not reported, but a supervisor is aware of potential harassment, this must also be reported immediately and at the very least within twenty-four (24) hours to Human Resources.

Managers must immediately report any allegations of harassment, even if the allegations are against the individual required to report the allegations. Managers have a legal duty to report harassing behavior, even if the complaining staff member requests that the matter be kept confidential. The matter will be kept as private as possible, and the staff member will be protected from retaliation.

Managers should follow up with the staff member periodically during the investigative process, as well as after the investigation has been completed, to ensure that they are not experiencing retaliation or further harassment.

Whistleblower Policy All school employees are subject to the obligations and protections of the Pennsylvania Whistleblower Law, 43 Pa.C.S. §§ 1421-1428. The school will not discharge, threaten or otherwise discriminate or retaliate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee, or a person acting on behalf of the employee, makes a good faith report or is about to report to the school or an appropriate authority an instance of wrongdoing, which is not merely technical or minimal, or an instance of substantial waste, abuse, misuse, destruction or loss of the funds or resources of the school. In addition, the school will not discharge, threaten or otherwise discriminate or retaliate against an employee regarding the employee's compensation, terms, conditions, location or privileges of employment because the employee is requested by an appropriate authority to participate in an investigation, hearing or inquiry held by an appropriate authority or in a court action. Any individual who has a concern or complaint regarding any of the above should immediately contact the CEO in writing.

Responsibilities of the Board of Trustees

1. the school's Board of Trustees has established the following procedures to receive, retain, investigate and act on complaints and concerns of trustees, officers, employees, and others regarding:
 - a. accounting, internal accounting controls, and auditing matters, including complaints regarding attempted or actual circumvention of internal accounting controls or complaints regarding violations of the school's accounting policies (an "accounting allegation");
 - b. violations of, or noncompliance with, legal and regulatory requirements, including the Pennsylvania Sunshine Act (a "legal allegation");
 - c. violations of the Pennsylvania Ethics Act and Pennsylvania Nonprofit Law for trustees, officers and employees (an "ethics allegation"); or
 - d. retaliation against trustees, officers or employees who make reports concerning accounting allegations, legal allegations or ethics allegations or any trustee, officer or employee who participates in an investigation of any such reports (a "retaliatory act") (collectively "reports").

2. At the discretion of the Board, the Board's responsibilities created by these procedures may be delegated to the school Solicitor.

Procedures for Receiving and Investigating Reports of Wrongdoing

1. Whenever possible, employees should make reports, in writing, of any perceived wrongdoing to the CEO. If the allegations of wrongdoing involve the CEO, the report should be made in writing to the President of the Board of Trustees. Only when the alleged wrongdoing involves the CEO and/or the Board of Trustees, reports may be made directly to the school Solicitor by email or in writing. The school Solicitor is authorized to receive and investigate any such reports received.
2. Any report received by a school Officer, Trustee or Employee from any source inside or outside the school should be forwarded immediately to the school Solicitor.
3. If any such correspondence or report is received by the Solicitor, such correspondence or report will be forwarded to the Board President by the school Solicitor's office and marked as an urgent matter for consideration by the Board of Trustees. The President may, in his/her/their discretion, return any such report to the school Solicitor for scheduling and investigation in accordance with Paragraphs 4 and 6 below, or retain the matter for investigation by the Board in accordance with Paragraph 8 below. Ordinarily, the practice of the President will be to forward the report to the school Solicitor for investigation.
4. Promptly upon receipt, the school Solicitor will evaluate whether a complaint constitutes a report. If the school Solicitor deems the complaint a report, he or she will include the report on a written docket, summarizing in reasonable detail the nature of the report (including any specific allegations made and the persons involved); the date of receipt of the report; the current status of any investigation into the report; and any final resolution of the report. The school Solicitor will report any recent developments of items listed on the docket in reasonable detail to the President of the Board (and, if the President so directs, to the full Board) at, or in advance of, each regularly scheduled meeting, or more frequently, if warranted. All nonconflicted members of the Board will be provided full access to the docket and all information related to any reports received.
5. In the event a report involves or implicates the school Solicitor, the school Solicitor will promptly recuse him or herself from the investigation and inform the President of the Board in writing. The Board may, thereafter, promptly appoint impartial attorneys to investigate the report. Those attorneys will conduct an investigation of the report and report their conclusion to the Board consistent with this procedure.
6. If the school Solicitor determines that a complaint is a report, he/she/they will promptly investigate the report and communicate the results of the investigation in reasonable detail to the Board, including a description of the report, the steps taken in the investigation, any factual findings, and the recommendations for Plan of Improvement, if applicable. The school Solicitor shall provide such information regarding reports to the Board in addition to the regular updates on the status of the docket. The school Solicitor will have free discretion to engage outside auditors, counsel, or other experts to assist in the investigation and in the analysis of results. The school Solicitor may delegate investigatory responsibility to one or more persons, including persons who are not employees of the school. All investigations will be conducted in a confidential manner, so that information will be disclosed only as needed to facilitate review of the investigation or otherwise as required by law. If deemed reasonably necessary, the school Solicitor or designees may require the assistance of the CEO, or any other employees of the school in investigating and resolving any report. The parameters of any investigation will be determined by the school Solicitor or that individual's designee, and the school and its employees will cooperate as necessary.

7. In its discretion, the Board may consult with any member of the school's Administration who may have appropriate expertise to assist in the evaluation of a report. The Board will be free in its discretion to engage outside auditors, counsel, or other experts to assist in the evaluation of any results of any investigation into a report, and the school will pay all fees of such auditors, counsel, and experts.

8. In its discretion, the Board may determine, at any time that it, and not the school Solicitor, should initiate and/or assume the investigation of any report. In such instances, the Board will promptly determine what professional assistance, if any, it needs in order to conduct the investigation. The Board will be free in its discretion to engage outside auditors, counsel, or other experts to assist in the investigation of any report and in the analysis of results, and the school will pay all fees of such auditors, counsel, and experts. In determining that it, and not the school Solicitor, should investigate any report, the Board may consider such matters as the identity of the alleged wrongdoer, the severity and scope of the alleged wrongdoing, the credibility of the allegations made, whether the allegations are mirrored in media or analyst complaints and any other factors that are appropriate under the circumstances. The Board or its designees may require the assistance of the school Solicitor, the CEO, or any other employees of the school in investigating and resolving any report.

9. the school will respond to reports as appropriate under the circumstances. The Board will have the authority to direct that the appropriate Plan of Improvement be taken by the school in response to any particular report.

Protection of Whistleblowers

Consistent with the policies of the school, the Board, the school Solicitor and the school's Administration will not retaliate or attempt to retaliate, and will not tolerate any retaliation or attempted retaliation by any other person or group, directly or indirectly, against anyone who, in good faith, makes a report or provides assistance to the Board, the school Solicitor or the school's Administration or any other person or group, including any governmental, regulatory or law enforcement body, investigating or otherwise helping to resolve a report.

Confidential Reports by Employees

All reports received from employees will be treated confidentially, as applicable, to the extent reasonable and practicable under the circumstances.

Records; Attorney-Client Privilege

The school Solicitor will retain on a strictly confidential basis for at least a period of five (5) years all records relating to any report and the investigation resolution. All such records are confidential to the school and are protected by attorney-client privilege and/or the attorney work-product doctrine. Such records will be considered privileged and confidential.

Publication of Procedures

The Pennwood Board will communicate these procedures to all employees and make them available upon request from an employee.

Non-Retaliation

No staff member will endure retaliation for reporting in good faith potential violations of any policy, or for filing, testifying, assisting, or participating in any investigation, proceeding, or hearing conducted by the company or by a federal, state or local enforcement agency. Prohibited retaliation includes, but is not limited to, demotion, suspension, failure to receive equal consideration in employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying an employment benefit.

Any individual who retaliates or attempts to retaliate will be subject to appropriate disciplinary action, up to and including termination of employment. All reports of retaliation should be submitted to Human Resources.

Frivolous complaints that have no merit upon investigation or which are made in clear and direct response to disciplinary actions against staff member with documented performance issues or policy violations will not protect the staff member against further disciplinary action up to and including termination. However, such actions must clearly be directly related to the staff member's own documented performance issues or policy violations.

Issue Resolution Process

The school encourages open and direct lines of communication between staff at all levels of the organization. It benefits everyone when staff feel free to bring questions, suggestions and concerns directly to their supervisors. Examples of issues handled through this resolution process include concerns about the application of school policies and procedures within the school to staff, parents and students; concerns about staff decisions directly involving an individual or decisions affecting other individuals at the school; work conditions; questions about the competence and overall fitness of a colleague or a manager; and regulatory compliance.

The resolution process is detailed below. Staff members should always contact Human Resources immediately to deal with issues of discrimination or harassment as described in the Preventing Workplace Harassment Policy of this handbook.

Steps in the Process

1. If the issue does not involve a violation of school policy or an ethical or regulatory requirement, meet with at least two (2) levels of management. A staff member must, in good faith, make every attempt to resolve the issue with their immediate supervisor and, if that is not successful, then with their next level manager. Fear of retaliation is not a legitimate reason to skip this step. If the issue does involve a violation of school policy or an ethical or regulatory requirement, the staff member should proceed directly to step 2.
2. If the immediate supervisor or the next level manager cannot resolve the issue, or if the issue involves a violation of school policy or an ethical or regulatory requirement, it is important to describe the issue, the desired result, and your proposed solution to the issue. This step should occur as soon as possible after the occurrence of the problem.
3. If the issue relates to a personnel matter or work condition, contact Human Resources. After a full description of the issue, Human Resources will help the staff member and their supervisor consider how policies, procedures, and practices relate to the issue. Often, the policies in this handbook will dictate a resolution to the issue. If the issue involves a school policy or an ethical or regulatory requirement, contact a member of the school management team. Human Resources can provide you with the name of the appropriate contact or you can ask Human Resources to contact the appropriate individual on your behalf.
4. If the issue is not resolved by either Human Resources or school management, staff members can request the matter be presented to the school's Board of Directors (if applicable) for final consideration, or staff members can contact the Board directly. The contact information for the school's Board of Directors is located on the school's web site.

Confidential Records – Access, Retention, and Disclosure Policies

Handling Confidential Information

Personally Identifiable Information

The school and all school staff must comply with the Family Educational Rights and Privacy Act (FERPA) in the handling of student data (see discussion below). Personally identifiable information must be protected, especially social security and financial account numbers, under state and federal privacy laws. Failure to comply with these requirements may result in legal liability to the organization and/or the school. Furthermore, the confidence of regulators and students and their families depends upon fully exhibiting these responsibilities.

The hard drives on all issued laptops will have encryption, and there will be a process implemented for users to swap existing laptops for ones with encrypted hard drives.

As a user of Pearson Online Classroom or other organizational information or systems, staff members must comply with the following:

- NEVER store personally identifiable information that includes social security or financial account numbers locally on a laptop or other removable media such as USB and flash drives unless the data is encrypted, and password protected. Note that viewing a Data View export in Pearson Online Classroom creates a file which is automatically saved in the local temporary folder on the download machine. Staff should only view Data View export files when connected to the network. Use must be temporary and be followed by prompt deletion, as specified in the next bullet.
- To the extent student information that does not include a social security number or a financial account number must, for legitimate reasons, be temporarily saved on a computer that does not have an encrypted hard drive, this information must be permanently deleted – by deleting the file(s) and then emptying the Recycle Bin (or your system’s equivalent) from the computer immediately after use.
- NEVER send emails that contain personally identifiable information that includes social security or financial account numbers. If it is required by any regulatory authority or vendor to transmit a file that contains this kind of information, contact the MIS helpdesk and request assistance to appropriately encrypt or otherwise store the file.
- Laptops and other electronic devices such as smartphones that receive organizational/school emails must be password protected in case the device is lost or stolen. If it is necessary to temporarily leave a portable electronic device in a vehicle, lock it in the trunk.
- Failure to comply with the above requirements will be considered a serious breach of responsibility and may be grounds for termination of employment or other action(s) as provided by school rules and policies, including discontinuing access to Pearson Online Classroom or the organization’s network.

Family Educational Rights and Privacy Act (FERPA)

All staff are subject to the requirements of the Family Educational Rights and Privacy Act (FERPA). The current policy is located on the Virtual Library.

Staff are responsible for reviewing the requirements and only disclosing student information if specifically required by regulation and when such disclosure is permitted by FERPA. Staff are never permitted to remove any FERPA-protected information from school property in print or electronic form except for legally permitted purposes and when specifically authorized by a supervisor.

Confidential and Proprietary Information

Staff are responsible for limiting disclosures of confidential and proprietary information to those individuals who require this knowledge to perform their job responsibilities for the benefit of the school. Confidential information may not be disclosed to anyone except pursuant to a Non-disclosure Agreement approved by the Legal Department.

Staff must conspicuously label confidential information with the applicable classification notice (e.g., "Confidential"). In addition, all confidential information must be safeguarded and kept secure and disposed of in a secure manner (subject to record retention requirements).

Staff should not accept information or other materials from a contractor, vendor or other non-staff that may be trade secret information obtained or provided without the owner's consent. Unauthorized use of third-party confidential information can contaminate the school's and organization's work. Any authorized use of third-party confidential information must be compliant with the applicable Non-disclosure Agreement.

Intellectual Property Policy

Intellectual Property is defined as an intangible creation of the human mind, expressed or translated into tangible form that is assigned certain rights of property such as inventions (patents), literary and artistic works (copyrighted works), and symbols, names, images, and designs used in commerce (trademarks). The organization is committed to the enforcement and protection of intellectual property rights as both a legal and an ethical imperative. All staff are expected to adhere to the United States ("U.S.") copyright and trademark laws and to be mindful of the limited rights conferred by licenses and permissions granted by third parties. All staff are expected to take appropriate steps to protect the rights of the school and/or organization in its trademarks and works of authorship developed for or on behalf of the school and/or organization and to timely notify of any potentially patentable inventions.

Using Copyrighted and Trademarked Materials

Staff must assure that work product is original and does not include material owned by third parties unless covered by a license agreement approved by the Legal Department. Staff members must ensure they do not use trademarks owned by third parties for commercial purposes without the consent of the owner of the trademark. To learn more about what is acceptable, refer to the Copyright and Trademark Compliance Policy and Guidelines, which is located on the Virtual Library (Home>Employee Resources>Legal Resources (FERPA, consultants, IP)>Copyright and Trademark Compliance Policy). Contact the Legal Department if there are any questions regarding usage of third party copyrighted material and trademarks.

Plagiarism: Plagiarism occurs when a staff member implies original authorship or incorporates material from someone else's written or creative work, in whole or in part, regardless of a copyright notice, into their work product without adequate acknowledgement. Plagiarism is strictly prohibited and may represent a violation of the law, exposing the staff member to criminal and/or civil prosecution.

False Information: We expect staff members to exercise honesty and integrity in all aspects of employment. Staff members are prohibited from providing false information to other staff members, students, or parents/caretakers. Staff members are also required to immediately report to Human Resources if they suspect that another staff member has provided false information to other staff, students, or families. Staff are strictly prohibited from falsifying data in Pearson Online Classroom, or any other system used for reporting to an authorizer, regulatory body or external agency. Falsification of such data may result in disciplinary action up to and including immediate termination. If a staff member is aware of another staff member falsifying data and fails to report the infraction, they may be subject to disciplinary action up to and including immediate termination.

Ownership and Rights to Materials Developed by Staff: Work product and ideas developed by corporate staff as part of their work for the school are owned by the organization.

Teachers are encouraged to contribute materials they have developed during their employment for use by the larger organization, Teachers are encouraged to collaborate with one another and share instructional resources to enhance professional practice and ultimately improve the academic success of the students. Materials that could be shared by the broader organization include, but are not limited to lesson plans, worksheets, problem sets, newsletters, presentations such as PowerPoints, recorded LiveLesson® presentations and resources. By providing these through the EMS or other provided online applications or templates (e.g., software for LiveLesson® presentations and LiveLesson® templates) or communications tools (e.g., WebMail or email), teachers agree that the organization has a non-exclusive license to use and modify these materials and such modified materials are organization owned derivative works. Any such materials contributed may be edited and formatted by the organization and used in any way deemed appropriate. In addition, where a teacher places any approved content in the EMS, any such modifications and/or content will be organizational owned derivative works. The organization will have the right to use such materials, modifications and/or content in any way deemed appropriate. Staff are free to retain a copy of their original (unedited) materials when they terminate employment, but any company templates or third-party materials used or incorporated under an organizational license with permission from a third party must be removed.

External Inquiries

Any staff member who receives an external inquiry or request for documents from a regulatory or legal authority, from the press; or who receives an inquiry concerning information not routinely provided during the normal course of their work, should refer such inquiry as follows.

- Refer all media inquiries to Public Relations.
- Refer all inquiries from lawyers or government agencies to the Legal Department.
- Refer all employment references requested to Human Resources. Human Resources does not respond to oral requests for references. All requests must be in writing accompanied by a signed authorization.
- Do not under any circumstances respond to requests for information regarding another staff member. If you receive a request for a reference, you should forward the request to Human Resources.

Records Retention

The school maintains a variety of records, including student and staff records. Record retention requirements and policies have been established for maintaining records. Staff members must never destroy any record except in accordance with these policies. Records are not to be kept longer than the policy duration in any form unless they have received direct authorization from the department manager, School CEO, Human Resources, or if they are subject to a hold notice received from the Legal Department.

The current records policies are located on the Virtual Library.

Personnel Files

A personnel file consists of physical documentation as well as electronic information stored on the Human Resources Information System. The Board requires that sufficient records be maintained to include (but not be limited to) employee qualifications for the job held; compliance with federal and state statutes, local benefits programs and performance evaluations. Any medical records submitted for any reason will be separately stored and accessed only for the purpose intended.

The original information in a personnel file will be kept by Human Resources. Additional copies of certain documents in a personnel file may also be kept in the school office.

A staff member may request a copy of their personnel file in accordance with the Inspection of Employment Records Law. Additional information about access to employment files and documents should be directed in writing to Human Resources.

In accordance with Title I, the school shall release to parents/guardians, upon request, information regarding the professional qualifications and academic degrees of any teacher or paraprofessional providing instruction to their child. The school will annually notify parents about their right to request this information.

Access to Staff Member Exposure Records and Medical Records

Under the Occupational Safety and Health Act (“OSHA”), staff members have the right to examine and copy relevant “employee exposure records” and “employee medical records,” as those terms are defined under the statute. Human Resources is responsible for maintaining these records. If you wish to access your records, please contact Human Resources.

Employee Exposure Records: Employee exposure records are retained for thirty (30) years. In the event workplace monitoring is conducted, data may be retained (e.g., lab reports, worksheets, etc.) for only one (1) year. In some cases, the sampling results and sampling plan, analytical and mathematical methods used, and a summary of relevant background data will be retained for at least thirty (30) years.

Employee Medical Records: Generally speaking, employee medical records are retained for the duration of employment plus thirty (30) years. However, this does not apply to:

- Health insurance claims records that are maintained separately from the organization’s medical program and its records; or
- First aid records (not including medical histories) of one-time treatment and subsequent observation of minor injuries (e.g., scratches, cuts, burns, splinters, etc.) that (1) do not involve medical treatment, loss of consciousness, restriction of work or motion, or transfer to another job; (2) are made on-site by a non-physician; and (3) are maintained separately from the organization’s medical program and its records.

If you work for the school for less than one (1) year, the school may elect to provide you with these records upon termination of your employment rather than retaining them. The OSHA regulation entitled “Access to Employee Exposure and Medical Records” is available for review. If you would like a copy of the regulation and/or its appendices, please contact Human Resources.

Work Arrangement Policies

Accommodation of Disabilities

The school adheres to the requirements and regulations of the Americans with Disabilities Act of 1990 (ADA), as amended, the Rehabilitation Act of 1973, and all applicable federal, state and local laws including modifications made by the ADA Amendments Act of 2008. Qualified individuals with disabilities may be entitled to reasonable accommodation in the workplace.

We are committed to providing an accessible workplace for all staff. We will make reasonable accommodations on behalf of individuals who qualify under ADA. A reasonable accommodation may include any action which enables a qualified individual with a disability to perform the essential functions of his or her position, but which does not result in an undue hardship to Pennwood or pose a threat to the health and safety of the employee or coworkers. If exact accommodation cannot be met, an alternative that is as effective in removing the workplace barrier will be offered. Written requests for accommodation should be directed to your manager and/or Human Resources. All requests will be reviewed and approved on a case-by-case basis.

Any information regarding a disability will be kept confidential to the extent possible.

Work-At-Home Policy

School staff who would normally work out of a school office may be eligible to work at home on a full-time, part-time, or occasional basis. Specific information regarding work-at-home arrangements offered is provided below. The decision whether to allow a staff member to work at home is within the sole discretion of the school. A supervisor can require a staff member with work-at-home privileges to come into the office or assigned office location at any time. If requested to come into the office or assigned office location and you fail to appear, disciplinary action may be taken.

This policy does not apply to school staff who request to work at home as accommodation for a disability under the ADA. For information regarding such requests, please refer to the Accommodation for Disabilities policy in this handbook.

Work-at-Home Guidelines

1. **Work Environment:** Staff are required to establish an appropriate work environment within their homes, in accordance with the requirements described in this policy.
2. **Work Hours:** Staff members who work at home are required to work the same “core hours” (e.g., 8:00 am – 5:00 pm), the same number of hours (40 hours per week), and the same calendar days as other staff at their assigned school office location. A schedule showing work-at-home days must be maintained in accordance with the school’s scheduling process (i.e., on the staff member’s calendar)
3. **Contact Information:** Staff members who work at home must provide Human Resources with their best contact phone number(s) and mailing address via the HR system, Ultimate Kronos Group (UKG) and any changes in contact information must be immediately reported to Human Resources by updating UKG. Staff members who work from home must display their instant message status daily with their contact information.
4. **Communication:** Staff members who work at home are required to communicate with their supervisor in a manner and frequency consistent with other staff at their assigned school office location. Staff members should consult with their supervisor to discuss their respective expectations, as well as logistical issues that may arise.
5. **Accessibility:** Staff members who work at home must be accessible by phone and internet within a reasonable time during the agreed upon work schedule (“core hours”). If a staff member will not be available for a period of time greater than one (1) hour during their core hours, the staff member must notify their supervisor.
6. **Phone Calls:** All work numbers should be answered professionally and by the staff members only. All work numbers should have a professional voicemail message that indicates the staff member’s name and role.

7. Responding to Voicemails: Staff members who work at home are required to check their work voice mailboxes at least three (3) times per day and return calls from their supervisor within three (3) hours during normal work hours.
8. Responding to Instant Messages: Staff who work at home are required to respond to Instant Messages within (20) minutes during normal work hours.
9. Off-Site Responsibilities: Staff who work at home will be given an assigned office location. This location may be the actual school office, a public meeting location where the staff member will be expected to meet with their supervisor, or the staff member's home address. These meetings may be scheduled on a regular and/or ad hoc basis. Some staff may be eligible to receive reimbursement for expenses related to traveling to their assigned office.
10. Evaluation: Evaluation of a staff member's performance while working at home may include daily interaction by phone and email. Evaluations will be similar in content and frequency to the evaluations received by staff at the assigned school office location, but with additional focus on work output and the completion of objectives, and less focus on time-based performance.
11. Confidentiality: Staff who work at home are required to take steps to prevent proprietary and/or confidential information regarding the organization, its staff, and its clients from unauthorized disclosures or unauthorized access. Staff should use locked file cabinets, and desks; practice regular password maintenance; and take other steps, as appropriate to protect proprietary and/or confidential information. Portable Media such as flash drives, CDRs, etc. should not be used to store or transport proprietary and/or confidential data under any circumstances without authorization from the MIS Department (MIS). Staff members are required to follow all Information System policies. It is recommended that no proprietary and/or confidential data be printed from the staff member's residence. If proprietary and/or confidential data is printed, it must either be 1) returned to the school office or 2) shredded.
12. Contact with Students and Other Individuals:
 - a. Work Telephone Numbers: All work numbers should be answered professionally and by the teacher only. All work numbers should have a professional voicemail message that indicates the teacher's name and school. Families who need to contact a teacher may also request a call via WebMail, leave a message in the teacher's work voice mailbox, or if the request is urgent, call the teacher's toll-free number and speak with a support representative. It is the staff member's responsibility to ensure the safety and security of that phone line.
 - b. Home Office: Staff who work at home are prohibited from granting access to their home-work location to students, potential students, their families, or caregivers.
13. Child / Dependent Care: Working at home should not be used as a means of providing and/or replacing child / dependent care. The purpose of the work-at-home arrangement is to facilitate job performance and meet school needs. Staff working at home should not act as primary caregivers for dependents. Dependents may be present at home; however, the dependents must not require the staff member's attention during normal work hours. Staff considering a work-at-home arrangement are encouraged to discuss expectations of telecommuting with family members prior to entering such an arrangement.
14. Expenses
 - a. Mail: Staff who work at home may request reimbursement of costs incurred in mailing bulk or expensive materials (typically quantified as greater than \$5.00). A receipt from the carrier is required for reimbursement.
 - b. Travel: Staff may be eligible for travel reimbursement in accordance with IRS guidelines and/or state law. Please review your school's Travel and Expense Reimbursement policy for more information.
 - c. Home Office: Staff are responsible for all costs and expenses associated with the setup of a home office / workspace (e.g., remodeling, furniture, lighting, repairs, modifications, etc.). Repair, upgrading and/or replacement costs and liability for staff -owned equipment and furniture used during the work-at-home arrangement is the responsibility of the staff member.
 - d. Terminating a Work-at-Home Arrangement: Pennwood Cyber Charter School reserves the right to discontinue a work-at-home arrangement at any time, with or without notice, at our sole discretion. Generally, we will attempt to provide thirty (30) days' notice before making such a change.

Technology

1. Computers

- a. Home-Based Staff: Generally, home-based staff will be provided with a computer and dependent upon job duties additional related equipment to perform their job. Any equipment supplied is to be used for business purposes only. Staff members must take appropriate steps to protect all Pearson-owned equipment from damage and theft. An inventory of all equipment and/or materials that are provided to staff members working at home will be maintained. Upon termination of employment, the return of all Pearson-owned equipment and property is required.
 - b. Office Based Staff with Work-at-Home Privileges: Staff who work at home on a short-term or occasional basis will be provided with a computer. Staff who work at home on a short-term or occasional basis are responsible for providing computer-related equipment as required for their specific job duties. We are not responsible for the loss, damage or repairs of any staff-owned equipment. Staff-owned equipment must meet certain minimum requirements, as determined by the MIS department. We reserve the right to modify equipment requirements with or without notice, at our sole discretion.
2. Broadband Service: Staff who work at home are required to maintain broadband access to the Internet, as well as a dedicated phone line that is available during working hours. If an unexpected technology issue occurs (e.g., Internet outage), the staff member may take up to thirty (30) minutes to determine if the issue can be resolved. If it is unresolved or intermittent issues persist, the staff member will need to come into the school office or move to an approved location with required technology to continue working. For non-exempt staff members, time spent commuting to the school office or approved location will not be compensated. Staff members must consult with their supervisor to determine how to make up the time spent commuting to the school office or approve location.

Regulatory Compliance/Risk Management

1. Site Inspection Checklist: Supervisors may conduct on-site inspections and complete the site inspection checklist in the EMS. If the guidelines for the site inspection are not met, the staff member's work-at-home arrangement may be modified. Subsequent inspections may be required on an as-needed basis.
2. On-Site Inspection: Staff who work at home are required to permit an on-site review of their home office / workspace upon request, whether it is a scheduled or unscheduled visit, if it is during the staff member's core work hours.
3. Equipment and Workspace Design: Equipment and workspace design must meet all applicable standards and requirements. Upon request, we will assist in setting up a workstation. If you have an accommodation or ergonomics request, please contact Human Resources.
4. Reporting Injuries: Injuries sustained by a staff member while working at home may be covered by the workers' compensation policy. If you are injured while working at home, you must contact your supervisor and Human Resources immediately by completing a Report of Accident or Injury form, located in the Virtual Library.
5. Injuries to Visitors: We are not responsible for or liable for injuries sustained by visitors to a staff member's home office or assigned office location.
6. Tax Considerations: Staff are responsible for all federal, state, and local tax obligations associated with their work-at-home arrangements.

Workplace Safety and Security Policies

Workplace Safety

All staff must practice safety awareness by anticipating unsafe situations and reporting such conditions immediately. If a crisis or near-crisis situation arises at any school site, staff members should not attempt to handle it on their own. Immediately consult a supervisor and/or Human Resources and Compliance. If there is a medical emergency, call 911.

Practice safety around the office by not adjusting or repairing machines and equipment unless authorized and qualified to do so. Be alert for tripping or slipping hazards. Keep walking areas clear of carts, boxes and other obstacles. Know the locations, contents and use of first-aid kits. Be familiar with the school's emergency action plans and report all injuries, illnesses, and accidents that are sustained while performing organization-related work or while on school property manager immediately, no matter how minor. If in a position necessitating the operation of machinery or equipment that requires specific training or certification, the appropriate certification and/or training must be completed prior to use.

Security

The school is not liable for the loss, theft, or damage of any personal property brought onto our premises; or for fire, theft, damage, or personal injury involving personal automobiles, their contents, or occupants. The school reserves the right to inspect and search all areas of school premises at any time without notice and to question individuals on school premises concerning safety and/or security matters. Furthermore, in order to promote the safety of staff and visitors, as well as the security of the school's facilities, video surveillance may be conducted of any portion of the premises at any time, the only exception being private areas such as restrooms.

Security inspections, searches and investigations can include, without limitation, examining offices, computers, CDs, disks, files, file cabinets, desks, closets, storage areas, restrooms, and all other areas of the facilities and premises; as well as the person, vehicles, purses, packages, parcels, and other containers of individuals entering, leaving, or located on company property. The school may conduct these investigations, inspections, and searches to detect illegal or unauthorized drugs, drug paraphernalia, alcohol, weapons, removal of company property, or for other reasons at the school's discretion. For these reasons, duplicates of all keys issued to staff are kept.

The school reserves the right to access and inspect any personal computer or related device if such equipment is used to conduct company business. This right is limited to the work-related information that may be contained on these devices. Please note, in no case should work-related electronic content be stored on personal computers at home except when a staff member is specifically assigned to work at home and to use personal equipment.

Staff member assistance with efforts to provide for security—including authorization to conduct security inspections or cooperation with company security inspections—is expected as a condition of continued employment and is greatly appreciated. The school reserves the right to occasionally review “swipe” records at buildings where key cards are used for access as well as question staff about office entry at abnormal hours.

Workplace Violence Prevention

The school does not tolerate acts of workplace violence committed by or against staff, associates, or families. We prohibit staff members from making threats or engaging in violent acts.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Injuring another person physically;
- Engaging in behavior that creates a reasonable fear of injury in another person;
- Engaging in behavior that subjects an individual to extreme emotional distress;

- Possessing, brandishing, or using a weapon while on our premises or engaged in company business
- Damaging property intentionally; and
- Threatening to injure an individual or damage property.

The school will seek the prosecution of all those who engage in violence on school premises or against school staff while they are engaged in company business.

Staff Guidelines and Procedures

General Security Practices

- Never hesitate to call 911 if confronted with a potentially violent situation. It is better to have called 911 unnecessarily than not to have the police available when a threatening situation turns violent.
- Never attempt to physically restrain or physically remove a threatening or violent individual. Doing so puts you in danger and leaves you and the school vulnerable to possible lawsuits.
- Always report violent, threatening, or harassing behavior to your manager and Human Resources. Alert your supervisor or Human Resources to the presence of strangers or any suspicious packages in your work area.

Outside Threats

If a staff member is the recipient of a threat against the school or school staff, they are required to report the incident immediately. Please use the following guidelines for dealing with threats.

Threat Over the Phone

If a threatening call is received, send an instant message to your Manager or Human Resources immediately, noting a caller is on the phone and that a threat is being made. Note the caller's phone number from the caller ID.

Threatening Email

If a threatening e-mail is received, immediately forward the e-mail to your Manager and Human Resources.

Mail Threat

If a threat is received through the mail, notify your Manager and Human Resources immediately. Save the letter and the envelope. If possible, do not handle, open, smell, or taste suspicious mail or packages. If a suspicious item is found (package, box, briefcase, etc.) that does not belong in the work area, immediately notify Human Resources. If you suspect the package contains a bomb, radiological, biological, or chemical threat; isolate the area immediately, call 911, and wash your hands with soap and water.

In-Person Threat

Please call 911 immediately.

Property, Equipment, and Information Systems Policies

Property and Equipment

Organizational property and/or equipment and the property and equipment of the school (the “property or equipment”) is not for personal use and may not be removed from the premises without permission. Pennwood Cyber Charter School and Pearson reserve the right to access and search all equipment. Computer systems, telephone systems, email, WebMail, and voicemail are to be used for school purposes only and will be monitored as appropriate. Pearson reserves the right to bill the staff member for the cost of unreturned property or equipment upon separation, and/or for personal telephone calls, if any, charged to a work phone account.

Office based staff must follow the procedures set forth by building management and the school regarding owned or leased facilities. Specifically, the non-smoking policy, which prohibits smoking of any kind, including but not limited to tobacco products, electronic cigarettes, marijuana, and cigars. Smoking in the presence of students or families enrolled in the school or attending organizational school function is strictly prohibited.

Parking Options

Parking options are made available to all staff. The school is not responsible for lost, stolen, or damaged property while parking in one of these areas. Staff members are responsible for locking their car and ensuring that valuables are stored out of sight.

Software/Hardware Policy

Acceptable Use

This section defines the boundaries for the “acceptable use” of electronic resources, including software, hardware devices, and network systems. By using these hardware, software, and network systems, staff members assume personal responsibility for their appropriate use and agree to comply with this Policy and other applicable organizational policies, as well as local, state, and federal laws and regulations.

Software

All software acquired for or developed by staff or contract personnel on behalf of the school shall be deemed School property. All such software must be used in compliance with applicable licenses, notices, contracts, and agreements.

Under no circumstances should any user install or download any software onto computers without specific permission.

Purchasing

All purchasing of company software shall be centralized with the Pearson MIS department to ensure all applications conform to software standards and are purchased at the best possible price. All requests for software must be submitted to the staff member’s manager for approval. The approved request is forwarded to MIS to determine and purchase the software that best accommodates the desired request.

Licensing

Pearson is responsible for enforcing all applicable licenses, notices, contracts, and agreements for software that is used on Pearson computers. Unless otherwise provided in the applicable license, notice, contract, or

agreement, any duplication of copyrighted software, except for backup and archival purposes, may be a violation of federal and state law. License compliance is strictly enforced. Any violation by a user may cause Pearson to be liable for the consequences of such violation.

Hardware

All hardware devices acquired for or developed by staff or contract personnel on behalf of the school shall be deemed School property. All such hardware devices must be used in compliance with applicable licenses, notices, contracts, and agreements.

Purchasing

All purchasing of computer hardware devices shall be centralized with Pearson MIS to ensure all equipment conforms to hardware standards and is purchased at the best possible price using volume discounts or national accounts. All requests for computing hardware devices must be submitted to the staff member's manager for approval. The approval request is forwarded to MIS to determine hardware that best accommodates the desired request.

Outside Equipment

No outside equipment or hardware may be plugged into the network without specific permission from Pearson MIS (including USB peripherals and Flash Drives).

Electronic Communications, Telephone Communications, and Access Control Security Policy

Property

As a productivity enhancement tool, electronic communications (including phone, voicemail, e-mail, webmail, message boards, instant message, and fax) will be used. Electronic communications systems and all messages generated on or handled by electronic communications systems, including back-up copies, are considered the property of the third-party provider, and are not the property of users of the electronic communications services.

Staff may be required to use the phone number provided by Pennwood Cyber Charter School for any telecommunication with students, families, or work-related tasks.

Authorized Usage

Electronic communications and telecommunications systems are used predominantly for business activities. Incidental personal use is permissible so long as:

1. It does not preempt any business activity.
2. The manager is aware of the intended non-business usage.
3. It does not consume more than a trivial amount of time and/or resources.
4. It does not interfere with productivity.

Users are prohibited from using electronic communications and telecommunications systems for charitable endeavors, private business activities, or amusement/entertainment purposes unless expressly approved by Human Resources. Staff members are reminded that the use of resources, including electronic communications and telecommunications systems, should never create either the appearance or the reality of inappropriate use.

Student and Family Communications

All educational and/or school related communications with students and families are required to be conducted via the provided and approved tools and platforms. School staff are required to adhere to professional standards of conduct and must exercise good judgment and maintain professional boundaries when interacting with students and families. All communications must be appropriate and related to matters within the scope of their professional responsibilities. A list of approved communication platforms and tools, and more information on communication methods may be found on the Virtual Library.

Specific Communication Systems Requirements

Message Boards

Postings by staff, teachers, or other individuals who are not the learning coaches for currently enrolled students will be limited to comments relating to the program or other school-related activities. Further, such postings should be limited to those necessary to answer posted questions, to assist with identified problems, or to gather parent input on proposed program changes or other school topics.

Webmail

Webmail can be used for communication on personal matters (such as hobbies, books, mutual interests etc.) so long as care is used in making statements that are an expression of opinion and could not be viewed as being detrimental to the school. Statements regarding school policy such as comments that are political (except for any specific legislative activity related to the operation of the school) or religious in nature are discouraged. A good common-sense test is to ensure anything written in a webmail can be printed in a public newspaper and not be viewed as controversial or inappropriate.

Email

Another important reminder concerns the use of the school's email. Any emails that are sent using the School's email system are the property of the third-party provider and may be viewed by members of management or others with administrative rights to the system. Furthermore, Pearson MIS is instructed to forward to management any emails that violate the Internet usage policy or represent activities that could be detrimental to operations. It is essential that all email correspondence be able to pass the same common-sense test as described for webmail and confirm there would be no embarrassment to the sender, recipient, or the School if printed publicly.

Telephones

Phones provided for school business purposes may be monitored or recorded to ensure quality service. Depending on the nature of the work being performed, business phones may not be used for personal calls. In certain employment settings, personal cell phones may only be used in break areas during scheduled breaks and lunches.

General Electronic Communications Provisions

Default Privileges

User privileges on electronic communications systems must be assigned so that only those capabilities necessary to perform a job are granted. This approach is widely known as the concept of "least privilege." Except for emergencies and regular system maintenance notices, broadcast facilities (including the "All-Employees" distribution list) must only be used after permission of your manager or School CEO has been

obtained.

User Accountability

Regardless of the circumstances, individual user account passwords must never be shared or revealed to anyone. This includes logging into an organizational resource as yourself to allow another user to access those resources. If another user does not have access to a resource and asks you to log in for them, deny the request and notify MIS immediately.

If users need to share computer resident data, they should utilize public directories on local area network servers, SharePoint, or the Virtual Library in the EMS. Users should also refrain from sending attachments to internal users for review and comment if the resource is available in the public folder or SharePoint on the organization's network.

Access Control

To prevent unauthorized parties from obtaining access to electronic communications, users must choose passwords that are difficult to guess (not a dictionary word, not a personal detail, and not a reflection of work activities). The password policy requires users to choose a password that is at least eight (8) characters long and a combination of letters, numbers and/or symbols. Staff members will be required to change their passwords every ninety (90) days and are not permitted to re-use your previous five (5) passwords.

No Guaranteed Message Privacy

The school cannot guarantee electronic and telephone communications will be private. Staff should be aware that electronic and telephone communications could, depending on the technology, be forwarded, intercepted, printed, and stored by others. Furthermore, others may require access to electronic and telephone communications in accordance with this policy.

Regular Message Monitoring

It is not the school's policy to regularly monitor the content of electronic communications. However, the content of electronic communications may be monitored, and the usage of electronic communications systems will be monitored to support operational, maintenance, auditing, security, and investigative activities. Users should structure their electronic communications with the knowledge school management may examine the content of electronic communications.

Statistical Data

Consistent with generally accepted practices, Pearson collects statistical data about electronic communications. As an example, call-detail-reporting information collected by telephone switching systems indicates the numbers dialed, the duration of calls, the time of day when calls are placed, etc. Using such information, Pearson MIS staff monitors the use of electronic communications to ensure the ongoing availability and reliability of these systems.

Incidental Disclosure

It may be necessary for Pearson MIS staff to review the content of an individual staff member's communications during problem resolution. Pearson MIS staff may not review the content of a staff member's communications out of personal curiosity or at the behest of individuals who have not gone through proper approval channels.

Message Forwarding

Recognizing that some information is intended for specific individuals and may not be appropriate for general distribution, electronic communications users should exercise caution when forwarding messages. Sensitive information must not be forwarded to any external party without the prior approval of the manager or School CEO. Blanket message forwarding to parties outside of the school is prohibited unless prior permission of Human Resources has been obtained.

Purging Electronic Messages

Sent and received emails should also regularly be purged from personal electronic message storage areas. As the School is responsible for public education, staff are subject to public records requests from members of the press or others. Once such a request has been made, it is a criminal offense to delete content that could be covered by the request, even if the person who deleted the content genuinely believes that the deleted content was not relevant. The best way to prevent this problem is to regularly delete emails that are not essential. Deleting unneeded messages is also necessary to keeping email servers from being overloaded. Each email account has a storage limitation that will notify the user when the maximum space in the account has been reached. At that point, users are required to archive or delete non-essential email.

Internet Security and Usage Policy

Specific Policy

All information traversing over the school's computer networks that has not been specifically identified as the property of other parties will be treated as a school asset. It is policy to prohibit unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft of this information.

In addition, it is policy to protect information belonging to third parties that has been entrusted in confidence as well as in accordance with applicable non-disclosure agreements, contracts, and industry standards.

Authorized Usage

Generally, the School's computer network must be used for school business activities only. Incidental personal use of the internet on the organization's network should be limited to break times.

Some departments may explicitly prohibit personal internet usage on the organization's network. This will be outlined in a department specific policy.

Information Movement

At no time should a staff member download anything from the Internet without direct permission from Pearson MIS. All approved software downloaded from non-approved sources via the Internet must be screened with virus detection software prior to being opened or run. Whenever the provider of the software is not trusted, downloaded software should be tested on a stand-alone (not connected to the network) non-production machine. If this software contains a virus, worm, or Trojan horse, then the damage will be restricted to the involved machine.

Information from the Internet should be considered suspect until confirmed separately from another source. There is no quality control process on the Internet, and a considerable amount of its information is outdated or inaccurate.

Unless tools like privacy enhanced mail (PEM) are used, it is relatively easy to spoof another user on the Internet. Likewise, contacts made over the Internet should not be trusted with School information unless a due

diligence process has first been performed. This due diligence process applies to the release of any internal information (see the following section).

Staff must not place the School's material on any publicly accessible Internet computer that supports anonymous file transfer protocol (FTP) or similar services, unless Pearson MIS and the staff member's manager has first approved the posting of these materials.

In more general terms, internal information should not be placed in any location, on machines connected to internal networks, or on the Internet, unless the people who have access to that location have a legitimate need-to-know.

All publicly writable (common/public) directories on internal Internet-connected computers will be reviewed and cleared periodically. This process is necessary to prevent the anonymous exchange of information inconsistent with school business. Users are prohibited from being involved in any way with the exchange of the material described in this policy.

Information Protection

Confidential, proprietary, or private information must not be sent over the Internet unless it has first been encrypted by approved methods. Unless specifically known to be in the public domain, source code must always be encrypted before being sent over the Internet.

Credit card numbers, telephone calling card numbers, log in passwords, and other parameters that can be used to gain access to goods or services must not be sent over the Internet in readable form. Unless an encryption algorithm like PGP (pretty good privacy), or another algorithm approved by MIS is used to protect these parameters, staff should never put this information into an email, or instant message. This policy does not apply when logging into the machine that provides Internet services.

In keeping with the confidentiality agreements signed by all staff, School software, documentation, and all other types of internal information must not be sold or otherwise transferred to any third party for purposes other than school business purposes expressly authorized by management.

Exchanges of software and/or data between a staff member and any third party may not proceed unless a non-disclosure agreement has first been signed. Such an agreement must specify the terms of the exchange, as well as the ways in which the software and/or data is to be handled and protected. Regular business practices, such as shipment of software in response to a customer purchase order, need not involve such a specific agreement since the terms are implied.

Likewise, off-hours participation in pirate software bulletin boards and similar activities represent a conflict of interest with the school's mission and are therefore prohibited. Similarly, reproduction of words posted or otherwise available over the Internet must be done only with the permission of the author/owner.

Copyright and Licensing Restrictions

Computer software protected by copyright is not to be copied by or for any means, except as permitted by law or by contract with the owner of the copyright. This means that such computer and microcomputer software may only be copied to make back-up copies, if permitted by the copyright owner.

The number and distribution of licenses may not be done in such a way that the number of simultaneous users in a department exceeds the number of original licenses purchased by that department.

The School strongly supports strict adherence to software vendors' license agreements. The School abides by all applicable federal and state statutes and regulations pertaining to the use of computer hardware and

software including, but not limited to, federal copyright laws. Unauthorized copying, altering, modifying, merging, transferring, de-compiling, or reverse assembly of licensed software is strictly prohibited. State laws may further govern the use of any computer resource (including software).

Most copyright licenses for software contain single CPU usage restrictions. These restrictions must be honored. In some instances, the software copyright owner may grant a variance from these restrictions to school environments. However, without explicit written variance, single usage restrictions in the license apply to all users.

Expectation of Privacy

Staff accessing School information systems and/or the Internet should realize that communications are not automatically protected from viewing by third parties. Unless encryption is used, staff should not send private information over the Internet.

The School expressly reserves the right to monitor Internet use from all computers and devices connected to any organization-provided network.

At any time and without prior notice, the School reserves the right to examine email, personal file directories, and other information stored on any computer on the School's computer network. This examination assures compliance with internal policies, supports the performance of internal investigations, and assists with the management of information systems.

Access Control

All users wishing to establish a connection with the network via the Internet must authenticate themselves at a firewall before gaining access to the internal network. This authentication process must be done via a dynamic password system approved by MIS.

Staff are prohibited from establishing wireless access points, electronic data interchange (EDI) arrangements, FTP sites, web servers, peer-to-peer networks or any other external network connections that could allow external users to gain access to our systems and information.

Reporting Security Problems

If sensitive information is lost, disclosed to unauthorized parties, or suspected of being lost or disclosed to unauthorized parties, MIS must be notified immediately.

If any unauthorized use of our information systems has taken place, or is suspected of taking place, MIS must be notified immediately. Similarly, whenever passwords or other system access control mechanisms are lost, stolen, or disclosed, or are suspected of being lost, stolen, or disclosed, MIS must be notified immediately.

Because it may indicate a computer virus infection or similar security problem, all unusual systems behavior, such as missing files, frequent system crashes, misrouted messages, and the like must also be immediately reported. The specifics of security problems should not be discussed widely but should instead be shared on a need-to-know basis.

Users must not probe security mechanisms "test the doors" at any previously approved website or other Internet sites unless they have first obtained permission from MIS. If users probe security mechanisms, alarms may be triggered, and resources will needlessly be spent tracking the activity.

Remote Access Policy

Remote access is a generic term used to describe the accessing of the computer network by individuals not located at the primary office. The School provides several options for access to school resources. This remote access may be required for travelling staff members, staff who regularly work from home, or staff who work both from the school office and from home. In many cases, both the school and staff members will benefit from the increased flexibility provided by a remote access program. Each user's need to access school resources remotely will be reviewed and approved by the staff member's manager and MIS on a case-by-case basis.

Participation as a remote access user may not be possible for everyone. Remote access is meant to be an alternative method of meeting school needs. The school may refuse to extend remote access privileges to any staff member or terminate a remote access arrangement at any time.

Equipment and Tools

Pearson may provide tools and equipment for remotely accessing the computer network. This may include computer hardware, software, phone lines, email, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary.

The use of equipment and software provided for remotely accessing the computer network is limited to authorized persons and for purposes relating to school business. Pearson will provide repairs to Pearson-owned equipment. When staff members use their own equipment, they are responsible for maintenance and repair of equipment.

Use of Personal Computers and Equipment

The MIS department may only be able to provide limited support for equipment and software that is not purchased or owned by Pearson or their approved vendor.

The School will bear *no* responsibility if the installation or use of any necessary software causes system lockups, crashes, or complete/partial data loss. The staff member is solely responsible for backing up data on their personal machine. At its discretion and for any reason, the School will disallow remote access for any staff member using a personal home computer that proves incapable. (Such as, incorrectly working with the software provided or being used in a production environment.) There are several key requirements that a staff member must meet before gaining remote-access privileges to organizational resources.

Anti-Virus Software

All computers accessing the School's networks resources are required to have active anti-virus software installed and configured to automatically update each time the computer is connected to the Internet. Staff will need to coordinate with MIS to install the required software. If another anti-virus package is installed, the staff member must verify that they are paying for an active subscription to pattern updates or they will be required to uninstall that application and install the organization's anti-virus application. No trial software will be accepted as proper protection.

MIS reserves the right to routinely inspect and verify that the proper safeguards are in place on a staff member's home network and computer, and to revoke VPN access to the network at any time that we find or suspect that you are maintaining the computer or network in an unsecured environment.

Acknowledgement

Staff Member Acknowledgement of Policies

I acknowledge that:

1. I have been advised that the School has a staff handbook which sets forth various policies regarding my employment at Pennwood Cyber Charter School.
2. I understand that I have access to and can obtain a copy of the staff handbook for review at any time online in the Virtual Library or by contacting Human Resources or my manager.
3. I understand and agree that I am responsible for knowing and understanding the contents and abiding by the policies set forth in this staff handbook.
4. I understand that the staff handbook does not create a contract of employment, either express or implied, or a guarantee of any benefit, and that the staff handbook contains only a summary of benefits and an overview of policies and procedures.
5. I understand that all employment policies, practices, wages and benefits, whether they are in the staff handbook or not, may be unilaterally changed, amended, modified, reduced, or discontinued at any time in the organization's sole judgment and discretion.
6. I understand that any amendment of the staff handbook will always govern and supersede any prior versions.
7. I understand, in accordance with the staff handbook policies, that if I should have questions or concerns regarding my terms of employment or working conditions, I should contact Human Resources or my manager.
8. I have read and understand the policies contained in this staff handbook and I agree to abide by all policies as well as immediately report any perceived violations of policies to my manager and/or Human Resources.
9. I understand that the organization has the right to use disciplinary action for any violation of policy or perceived violation of policy contained in this staff handbook.
10. I understand that the details of any benefits available to me as a staff member are contained in the Benefits Guide.
11. Finally, I agree that my employment continues to be at-will and for no definite duration, that I can terminate my employment at any time, with or without cause or notice, and that the employer reserves the right to do the same.

You will be directed to acknowledge the policies contained within this handbook via electronic signature upon beginning employment.

2023 Leave Benefits

10-month Vacation

Full-time 10-month staff hired in the current school year will earn sixteen (16) vacation hours if hired by December 31st and eight (8) vacation hours if hired **between** January 1st and April 30th. If hired on or after May 1st of the current school year, no vacation days for the current school year will be provided.

After your initial year of employment, you will be granted vacation days according to years of service outlined below:

Start of 2nd school year	48 hours
Start of 3rd school year	64 hours
Start of 7th school year	80 hours
Start of 10th school year	96 hours

The Fine Print:

- Staff members who are rehired into a benefit eligible position within one (1) school year of their termination date will receive service credit based on their original hire date.
- Unused, earned vacation days may not be carried over from year to year. All vacation days must be requested in advance and must be approved by the staff member’s manager.
- If employment is terminated prior to the end of the school year, the staff member is eligible for pay out of vacation days if they have worked at least ninety (90) days of that school year.
- **Part-Time Staff** will receive a prorated allocation of Vacation time equal to 50% of the above allocations. **Temporary Staff** are not eligible for Vacation time.
- The school will try to accommodate vacation requests. All vacation must be requested in advance and must be approved by the staff member’s manager. The manager has the right to decline a request if the vacation schedule interferes with school needs.
- If a paid holiday falls within a vacation period, it will be paid as a holiday.

10-month Sick

Full-time 10-month staff earn up to thirty-two (32) hours of sick leave per year at the beginning of the school year for use when they are sick, or a close family member is sick. Sick leave is prorated depending upon date of hire. Sick leave can be rolled over from school year to school year with a maximum of sixty-four (64) accumulated hours.

July – December	32
January – April	16
May – June	8

The Fine Print:

- **Part-Time Staff** will receive a prorated allocation of sick time equal to 50% of the above allocations.
- **Temporary Staff** may not be eligible for sick time.
- The staff member must contact their manager directly to request/notify of use of sick time.
- The staff member should contact their manager each day to report an absence or must inform the manager in advance of the nature and expected length of absence due to a medical reason that will exceed one day. (Note: information given to the supervisor or manager regarding the “nature” of the absence should be limited to a basic statement of the reason for absence; for example, that the staff member is ill. The staff member should not provide medical details to the manager). Once employee staff member exhausts all paid time off, the remaining days must be taken as unpaid time off.
- Specific Provisions for California Residents: Sick leave is included in the hours calculated to determine overtime eligibility for non-exempt employees. If a paid holiday occurs while the staff member is on paid sick leave, they will be paid for that holiday and the day will not be charged for sick leave. Sick leave may not be borrowed from future accumulation and is not paid out upon termination of employment. In the event a staff member has used their sick time for the year, vacation days may be used.
- **Staff who work or reside in California, Colorado, and Oregon are subject to different sick leave provisions and should consult Human Resources for more information.*
- Human Resources reserves the right to request medical documentation to support any sick day use, in accordance with applicable law.

12-month Vacation

Full-time 12-month staff are provided vacation time each school year based on length of service. Staff members will be credited for years of service within the organization for purposes of vacation time calculation.

In the first school year, staff receive vacation hours according to their month of hire:

July – September	80
October – December	60
January – March	40
April – June	0

After the first school year, vacation hours are allocated as follows:

Years of Service:	Number of Vacation Hours per Year:
Start of 2nd school year	112
Start of 3rd school year	144
Start of 7th school year	160
Start of 10th School Year	184

When staff members attain their 15th year of service, and on each five-year anniversary thereafter, they will receive an extra forty (40) hours of vacation in that significant anniversary year only.

The Fine Print:

- Vacation time is allotted on July 1st of each school year.
- **Part-Time Staff** will receive a prorated allocation of Vacation time equal to 50% of the above allocations. **Temporary Staff** are not eligible for Vacation time.
- The school will try to accommodate vacation requests. All vacation must be requested in advance and must be approved by the staff member's manager. The manager has the right to a decline request if the vacation schedule interferes with school needs.
- If a paid holiday falls within a vacation period, it will be paid as a holiday.

12-month Sick

Full-time 12-month staff earn up to forty (40) hours of sick leave per year at the beginning of the school year for use when they are sick, or a close family member is sick. Sick leave is prorated depending upon date of hire. Sick leave can be rolled over from school year to school year with a maximum of eighty (80) accumulated hours.

July - September	40
October - December	24
January - March	16
April - June	8

The Fine Print:

- **Part-Time Staff** will receive a prorated allocation of sick time equal to 50% of the above allocations.
- **Temporary Staff** may not be eligible for sick time.
- The staff member must contact their manager directly to request/notify of use of sick time.
- The staff member should contact their manager each day to report an absence or must inform the manager in advance of the nature and expected length of absence due to a medical reason that will exceed one day. (Note: information given to the supervisor or manager regarding the "nature" of the absence should be limited to a basic statement of the reason for absence; for example, that the staff member is ill. The staff member should not provide medical details to the manager). Once employee staff member exhausts all paid time off, the remaining days must be taken as unpaid time off.
- Specific Provisions for California Residents: Sick leave is included in the hours calculated to determine overtime eligibility for non-exempt employees. If a paid holiday occurs while the staff member is on paid sick leave, they will be paid for that holiday and the day will not be charged to sick leave. Sick leave may not be borrowed from future accumulation and is not paid out upon termination of employment. In the event a staff member has used their sick time for the year, vacation days may be used.
- **Staff who work or reside in California, Colorado, and Oregon are subject to different sick leave provisions and should consult Human Resources for more information.*
- Human Resources reserves the right to request medical documentation to support any sick day use, in accordance with applicable law.

Other Forms of Paid Time Off

Bereavement

- Bereavement leave is available to all full-time employees regardless of their tenure with the school.

For the death of a spouse, domestic partner, child or stepchild, daughter-in-law, son-in-law, parent/guardian, stepparent, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, parent-in-law, or other resident of the household, regular full-time staff members are provided with up to five (5) days of paid bereavement leave. If the funeral or arrangements are held out of town and require extensive travel, or if there are other extenuating circumstances, consult Human Resources for support. Human Resources may require the staff member to provide proof of death (i.e. copy of obituary listing staff member as a family member or notice from a funeral home stating relationship to staff member).

Staff members may request time off to attend funerals or arrangements for individuals other than immediate family members but will need to use vacation time to cover the absence. If a staff member does not have any vacation time to use, they may request unpaid time off.

Effect of Bereavement Pay on Overtime Calculation:

Paid bereavement leave counts as time worked for the calculation of overtime. Bereavement hours and the hours of normally scheduled work time will be used to determine hours worked in the workweek towards overtime for non-exempt employees.

Jury Duty

- We recognize a staff member's civic responsibility to serve on a jury if summoned and selected. Full-time employees will be paid their full salary for up to four (4) weeks for jury duty leave. For non-exempt employees, jury duty leave that falls during the hours of regularly scheduled work time will be used to determine hours worked during the workweek for the purpose of calculating overtime. Unless otherwise required by law. Staff members may take unpaid leave as needed to perform jury duty.

The staff member is also required to report to work on partial or full days when the court does not require the staff member's presence. Staff members may be required to submit either the stamped jury duty summons or a certificate of attendance to Human Resources upon request.

Teacher Compensatory Time

- Exempt teachers are not eligible to earn overtime. However, we occasionally ask teachers to participate in activities that may take place outside of normal office hours such as information/marketing sessions, weekend field trips, or administration of state testing. Compensatory time is paid time-off that may be taken during the school year and applied to normal schoolwork hours.

Eligibility:

Full-time teachers who participate in school-sponsored activities outside of the normal work hours are eligible for compensatory time. To the extent an activity is not sponsored by the school, or a teacher's presence at a school-sponsored activity is not required by us, a teacher is not eligible to earn compensatory time.

Earning Compensatory Time Off:

Teachers must work a minimum of four (4) consecutive hours per eligible activity to earn compensatory time. Any time worked over a four (4) hour period will be earned in two (2) hour increments. Teachers are limited to a maximum of forty (40) hours of compensatory time per school year.

School events authorized for compensatory time must be approved by the School Leader.

Requesting to Use Compensatory Time Off

Teachers requesting to use their earned compensatory time should submit a request through UKG Dimensions. Compensatory time off must be used in increments of two (2) hours. Compensatory time must be used within the school year that it is earned.

The School Leader may deny requests for compensatory time if the School Leader deems, within their sole discretion, that taking the time off as requested might adversely impact school operations. Compensatory time is not transferable to other staff members and will not be paid to staff members in the form of compensation at any time.

Military Service/Training

- Staff will be granted a military leave of absence for active service or training in the U.S. military to the extent required by the Uniformed Services Employment and Reemployment Rights Act (USERRA). To the extent required by USERRA, eligible staff will continue to earn service credit. In addition, eligible staff who return from such military leave are guaranteed a job to the extent required by law if they comply with reinstatement requirements. Staff members must provide proof of military leave obligations (e.g., military orders) upon receipt. For further information on USERRA please refer to the USERRA poster posted on the Virtual Library.

Military Leave and Benefits:

Regular full-time staff and full-time Term of Project employees are eligible for paid benefits under this Policy. Reservists and Members of the National Guard will be paid their regular base salary for the first ten (10) working days of required military training each year.

Staff who are called to or volunteer for active duty will be paid their regular base pay for up to their first thirty (30) days of active duty. All time taken beyond the thirty (30) days will be unpaid. Staff are eligible for active duty paid leave once per rolling twelve (12) month period.

Staff members on active duty military leave will still receive their full vacation, sick and personal day accruals for the year. However, while on active duty military leave, carryover of unused leave time is not permitted. Staff members can request to be paid for unused vacation and personal days at their active duty military start of the leave.

A staff member on active duty military leave has the right to remain on the school's benefit plans for two (2) years following the first month of service. The Employer will continue to pay premiums during any period of the leave that is unpaid. Health insurance benefits are also available under the Military Health Care Program, TRICARE, required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the staff member is otherwise eligible. For information regarding your 401 (k) plan treatment during active duty military leave please refer to the Summary of Plan Provisions. Upon return from active duty military leave, a staff member has the right to reinstatement in benefits plans.

Under the current law, staff member on an active duty military leave of absence is guaranteed the same or a suitable job if they are released from military service under conditions other than "undesirable" or "dishonorable," provided they apply for reinstatement to Human Resources within the required legal time frames. A suitable job is a position the staff member qualifies for through skills, performance, education, and training.

A staff member must notify their manager (if possible) at least one (1) month prior to beginning active service military leave. Additionally, a staff member must produce a copy of their military orders, as soon as practicable. A staff member is required to report back to work or submit a timely application for reemployment upon completing a period of service as required by law.

Employment Related Legal Proceedings

- A staff member will be granted paid leave if they are summoned to appear in court or to appear for a judicial proceeding by subpoena or court order for a proceeding that is directly related to their employment. The staff member may be reimbursed for travel expenses incurred at the standard rates.

To be eligible for paid leave under this policy, the subpoena or court order must be related to the individual's employment at their Connections Academy school or an affiliated school or program. The staff member is required to present proof of the court order or subpoena to their manager. Additionally, the staff member must submit a copy of their subpoena or court order to Human Resources upon receipt. The staff member is required to report to work on partial or full days when the court does not require the staff member's presence or testimony.

To be eligible for paid leave, the hours that the staff member is required to appear in court or provide testimony must be between their regular work hours. For non-exempt employees, leave for employment related legal proceedings that fall during the hours of regularly scheduled work time will be included in the total workweek hours when calculating overtime.

All subpoenas, court orders, or any other legal communications or documents involving Connections Education, the staff member's Connections Academy school, or an affiliated school or program should be directed to the School Legal Department through an Issue Aware ticket.

A staff member will not be eligible for paid leave under this policy if they are the complainant, or the party filing the action against Connections Education, their Connections Academy school, or an affiliated school or program, or attending a legal proceeding in any capacity not mandated by court order.

Paid Time Off Requirements and Policies

Payment in Lieu of Time Off

No active staff member will receive payment for vacation in lieu of taking the time off.

Additionally, staff must take their vacation in the same school year in which the vacation is credited, and will not be able to carry over accrued, unused vacation into the next school year, except as described in the next paragraph and as described in the "Certain State Law Requirements" section.

No vacation time may be carried over to the following school year unless it is at the written request of the school and approved by Human Resources. Under those circumstances, a maximum of forty (40) hours may be carried over, and the carryover time must be used by the end of the first quarter in the school year. Further, staff may carry such vacation time for use only. Under no circumstances will a staff member be paid for unused carry-over vacation time, except where:

Required by State law (as discussed in the next section below); or

Where the staff member is terminated due to layoff before the end of the first quarter in the school year, in which case they will receive any vacation carried over from the previous year as described in the preceding sentence.

Certain State Law Requirements:

In cases where state law requires carry over vacation from year to year, the maximum vacation accrual that any staff member may retain shall equal one and one-half times that staff member's annual vacation allotment at their current annual vacation accrual rate. If a staff member's earned but unused vacation reaches this maximum, they will not accrue any additional vacation. If the staff member later uses enough vacation to fall below the maximum,

they will resume earning vacation pay from that date forward. In such case, no vacation will accrue for the period in which the staff vacation accrual was at the maximum.

Termination of Employment:

Staff members who leave the school will be paid for prorated unused vacation for that year only based on the number of full calendar months worked that year. If vacation has already been used, then no vacation payment will be made. Payment of vacation does not extend the employment period beyond the date of termination.

Staff members who terminate employment due to disability (i.e., are eligible to receive LTD or Social Security disability benefits), or who voluntarily resign or are involuntarily terminated as a result of job elimination or reduction in force after twenty (20) years of service and have worked at least one (1) day of the school year, will be paid for their full year's unused vacation allotment without proration.

Upon termination of employment for any reason, voluntary or involuntary, no vacation pay from prior school years will be paid, except where required by state law and as discussed in the "Payment in Lieu of Time Off", section.

Overtime for Non-Exempt Employees

Vacation leave is included in the hours calculated to determine overtime eligibility for non-exempt employees.

Connections Education, LLC

Employee Benefits Plan Document

and

Summary Plan Description

Amended and Restated:
January 1, 2023

Connections Education, LLC maintains this Employee Benefits Plan for the exclusive benefit of its eligible employees and other persons made eligible by their relationship to the eligible employee. This Plan is comprised of different benefit programs that are subject to Employee Retirement Income Security Act of 1974, as amended (“ERISA”). This document together with documents incorporated by reference constitutes the written plan document required by ERISA Section 402 and the Summary Plan Description required by ERISA Section 102.

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1. General Plan Information

The Connections Education, LLC Employee Benefits Plan is amended and restated on January 1, 2023. This Plan has been in existence since September 24, 2004. This booklet contains a summary in English of participant rights and the benefits available under the Connections Education, LLC Employee Benefits Plan. If you have difficulty understanding any part of this booklet, you can contact the Director of HR for assistance.

Plan Name	Connections Education, LLC Employee Benefits Plan
Plan Sponsor	Connections Education, LLC 509 S. Exeter Street, Suite 202 Baltimore, MD 21202 800-382-6010
Plan Sponsor EIN Number	68-0519943
Plan Number	501
Plan Year – the 12 month period during which this Plan is administered	January 1 - December 31
Plan Administrator	Connections Education, LLC 509 S. Exeter Street, Suite 202 Baltimore, MD 21202 800-382-6010
Employee Benefits Contact	Director of HR 800-382-6010
Agent for Service of Legal Process – service of process may also be made to the Plan Administrator	VP of HR & Compliance Services Connections Education, LLC 509 S. Exeter Street, Suite 202 Baltimore, MD 21202 800-382-6010
Named Fiduciary	Connections Education, LLC 509 S. Exeter Street, Suite 202 Baltimore, MD 21202 800-382-6010
Type of Plan	This Plan is a welfare benefit plan providing various types of coverages listed under Plan Benefits below.

If the information appearing above contradicts any term presented in the incorporated Benefit Plan Descriptions, the information above will control. For example, if a Benefit Plan Description has a different Plan Number, the Plan Number above controls.

The following Employers have adopted Connections Education, LLC Employee Benefits Welfare Plan in its entirety.

- Inspire Academics, Inc. 20-2193239 600 N. Steelhead Way, Suite 164, Boise, ID 83702
- Nevada Connections Academy 20-5827946 175 Salomon Circle, Suite 201, Sparks, NV 89434
- California Online Public Schools 51-0596749 33272 Valle Road, San Juan Capistrano, CA 92675

2. Plan Benefits

Employer Sponsored Benefits Plans

This Employee Benefits Plan includes the component Benefit Plan(s) identified below. Each Benefit Plan is described in full within the documents that are incorporated by reference and referred to as Benefit Plan Descriptions. This Plan is intended to comply with any applicable State mandates. The State mandates are explained in the Benefit Plan Descriptions or materials provided by the Employer.

Benefit Plan Table

Type of Benefit	Insurer or Third-Party Administrator or Service Provider	Funding	Insurance Policy Contract Year
Health	Kaiser Foundation Health Plan of Colorado	Fully-Insured	01/01 - 12/31
Health	Cigna Health and Life Insurance Company	Fully-Insured	01/01 - 12/31
Health	Kaiser Foundation Health Plan of Mid Atlantic	Fully-Insured	01/01 - 12/31
Health	Kaiser Foundation Health Plan of the Northwest	Fully-Insured	01/01 - 12/31
Health	Kaiser Foundation Health Plan Southern California	Fully-Insured	01/01 - 12/31
Dental	Cigna Health and Life Insurance Company	Fully-Insured	01/01 - 12/31
Vision	Vision Service Plan	Fully-Insured	01/01 - 12/31
Basic Group Term Life	Life Insurance Company of North America	Fully-Insured	01/01 - 12/31
Accidental Death & Dismemberment (AD&D)	Life Insurance Company of North America	Fully-Insured	01/01 - 12/31
Short-Term Disability	Life Insurance Company of North America	Self-Insured	01/01 - 12/31
Long-Term Disability	Life Insurance Company of North America	Fully-Insured	01/01 - 12/31
Supplemental Life and Dependent Life	Life Insurance Company of North America	Fully-Insured	01/01 - 12/31
Supplemental AD&D and Dependent AD&D	Life Insurance Company of North America	Fully-Insured	01/01 - 12/31
Business Travel Accident	Cigna Life Insurance Company of North America	Fully-Insured	01/01 - 12/31
Accident	Cigna Life Insurance Company of North America	Fully-Insured	01/01 - 12/31
Hospital Indemnity	Cigna Life Insurance Company of North America	Fully-Insured	01/01 - 12/31
Health Flexible Spending Account	Connect Your Care	Self-Insured	01/01 - 12/31

Note: The items in the funding column are described in Section 4. Funding.

Benefit Plan Descriptions

The Benefit Plan Descriptions expressly incorporated by reference and listed above include the following items that are applicable to the type of coverage provided:

- (1) Complete detailed schedules of benefits, and all exclusions and limitations on benefits including subrogation rights and instances where benefits will be coordinated with other sources of payment;
- (2) Provisions governing the use of network providers, the composition of the provider network and whether, and under what circumstances, coverage is provided for out-of-network services;
- (3) The procedures governing claims for benefits including procedures for filing claim forms, providing notifications of benefit determinations, and reviewing denied claims in the case of any applicable time limits, and remedies available under the plan for the redress of claims which are denied in whole or in part (including procedures required under section 503 of Title I of the Act). Additional detail required by law for specific claims and appeals will be furnished as separate documents without charge;
- (4) Cost-sharing provisions including any deductibles, coinsurance and copayment amounts for which the participant or beneficiary will be responsible;
- (5) Any annual or lifetime caps and all other limits on benefits;
- (6) The extent to which preventive services are covered;
- (7) Whether, and under what circumstances, existing and new drugs are covered;
- (8) Whether, and under what circumstances, coverage is provided for medical tests, devices and procedures;
- (9) Any conditions or limits on the selection of primary care providers or providers of specialty medical care;

- (10) Any provisions requiring pre-authorizations or utilization review as a condition to obtaining a benefit or service under a Benefit Plan;
- (11) A general description of the provider networks applicable to each Benefit Plan. A complete listing of providers in a network will be furnished to participants and beneficiaries as a separate document at no charge;
- (12) Any circumstances which may result in disqualification, ineligibility, denial, loss, forfeiture, suspension, offset, reduction, or recovery of any benefits; and,
- (13) Whether and to what extent benefits under the Benefit Plan are guaranteed under a contract or policy of insurance issued by the Insurance Company, and the nature of any administrative services (e.g., payment of claims) provided by the Insurance Company or Third Party Administrator.

3. Eligibility

Eligibility for Sponsored Group Plans

A Participant's rights to enroll in and maintain coverage under the Benefit Plans are described in detail in the Benefit Plan Descriptions listed above or enrollment materials provided by the Employer. The Benefit Plan Descriptions and the enrollment materials are expressly incorporated by reference and would include the following items:

- (1) Under what circumstances a spouse, dependents and other persons may be enrolled including any proof of a relationship needed to meet the eligibility requirements (note that group health plans are required to cover dependent children placed with a participant for adoption under the same terms and conditions as apply in the case of dependent children who are your natural children);
- (2) The existence of any orientation period or waiting periods and how they are applied;
- (3) When enrollment is allowed and a description of the enrollment procedures;
- (4) When coverage will be effective and when it will end including the events that can occur that will terminate coverage; and,
- (5) Details regarding when special enrollment rights allowing individuals who previously declined health coverage for themselves and their dependents have an opportunity to enroll (regardless of any open enrollment period). The Special Enrollment Notice, a copy of which was previously furnished to each participant, also contains important information about the potential special enrollment rights including a 30 day time limit for requesting the enrollment. You can contact your Employee Benefits Contact to receive an additional copy of that notice.
- (6) Details regarding when special enrollment rights for an employee who is eligible, but not enrolled for coverage (or a dependent of the employee if the dependent is eligible, but not enrolled) when either:
 - (a) The employee or dependent was covered under a Medicaid plan or under a State Child Health Plan (SCHIP) and that coverage is terminated as a result of loss of eligibility; or,
 - (b) The employee or dependent becomes eligible for premium assistance from Medicaid or SCHIP (including assistance under any waiver or demonstration project conducted under or in relation to Medicaid or SCHIP).

The employee or dependent must request coverage under the group health plan not later than 60 days after the date the employee or dependent is terminated from the Medicaid or SCHIP Plan or determined to be eligible for such assistance.
- (7) An Addendum appears on the last page of this document that provides additional general information regarding how eligibility is determined for enrollment in the Employer's Health Plan based on Internal Revenue Service (IRS) final regulations under the Affordable Care Act (ACA).

Benefits Available While on Leave

The Family And Medical Leave Act of 1993 (FMLA) as amended requires employers with 50 or more employees for each working day in 20 or more workweeks in the current or preceding calendar year to provide unpaid leave for eligible employees under circumstances that are prescribed by FMLA. If applicable, your Employee Benefits Contact will go over the Connections Education, LLC FMLA Policy with you including the payment options available for your elected Benefit Plans while you are on leave, and whether you have rights to be reinstated in your elected Benefit Plans when you return.

Your Employee Benefits Contact will go over any additional leave policies and your options regarding your elected Benefit Plans while on an approved leave of absence.

Qualified Medical Child Support Orders

The Plan Administrator will adhere to the terms of any judgment, decree, or court order (including a court's approval of a domestic relations settlement agreement) which

- (1) relates to the provision of child support related to health benefits for a child of a Participant of a group health plan;
- (2) is made pursuant to a state domestic relations law; and,
- (3) creates or recognizes the right of an alternate recipient to, or assigns to an alternate recipient the right to receive benefits under the group health plan under which a Participant or other beneficiary is entitled to receive benefits.

The Plan Administrator will promptly notify the participant and each alternate recipient named in the medical child support order of the Plan's procedures for determining the qualified status of the medical child support orders. A participant or beneficiary can request a copy of the Plan's procedures and the Plan Administrator will provide a copy of these procedures free of charge. Within 30 days of receipt of a medical child support order, the Plan Administrator will determine whether such order is a qualified medical child support order and will notify the participant and each alternate recipient of that determination. If the Participant or any affected alternate payee objects to the determinations of the Plan Administrator, the disagreeing party will be treated as a claimant and the claims procedure of the Benefit Plan will be followed. The Plan Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan.

A Qualified Medical Child Support Order (QMCSO) must clearly specify the name and last known mailing address of the Participant, name and address of each alternate recipient covered by the order, a description of the coverage to be provided by the group health plan or the manner in which such coverage is to be determined, the period of coverage that must be provided, and each plan to which such order applies.

A QMCSO will not require the Plan to provide any type or form of benefit, or any option, that it is not already offered except as necessary to meet the requirements of a state medical child support law described in Section 1908 of the Social Security Act as added by Section 13822 of the Omnibus Reconciliation Act of 1993 (OBRA '93). Upon determination of a Qualified Medical Child Support Order, the Plan must recognize the QMCSO by providing benefits for the Participant's child in accordance with such order and must permit the parent to enroll under the family coverage any such child who is otherwise eligible for coverage without regard to any enrollment season restrictions.

COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, ("COBRA"), federal continuation shall not apply to any group health plan for any calendar year if the employer employed fewer than 20 Employees on more than 50% of the work days in the prior calendar year. If you have less than 20 Employees on more than 50% of the work days in the prior calendar year then State Continuation may apply.

The following terms in this section provide general information regarding the federal right to continue under COBRA. The Benefit Plan Description has a complete description of the federal and state rights to continue coverage under a Benefit Plan.

COBRA is offered to anyone who is considered a Qualified Beneficiary under the federal law. This includes employees who lose their group health plan coverage due to termination of employment (unless due to gross misconduct) or a reduction in hours who were covered under the group health plan on the day before the event.

A spouse or dependent covered under group health plan on the day before one of the following events that *causes a loss of coverage* is a qualified beneficiary. The spouse and dependents are eligible for COBRA for a loss of coverage due to the termination of the employee's employment (other than for gross misconduct) or the reduction of the employee's hours of employment, the death of the employee, divorce (or legal separation in a state where legal separation is recognized) or loss of dependent status under the written terms of the Benefit Plan, such as reaching the limiting age. (Note: Medicare entitlement of the employee can be a qualifying event or secondary event for some retirement plans, contact your Employee Benefits Contact for details.)

A COBRA Election Notice will be sent to the last known address on file with your employer within 44 days of the loss of coverage. COBRA Election Notice deadlines are based on the date coverage is lost. To elect continuation coverage, a participant must complete the Election Form and return it according to the directions on the form. Each qualified beneficiary has a separate right to elect continuation coverage. For example, the employee's spouse may elect continuation coverage even if the employee does not. Continuation coverage may be elected for only one, several, or for all dependent children who are qualified beneficiaries. A parent may elect to continue coverage on behalf of any dependent children. The employee or the employee's spouse can elect continuation coverage on behalf of all of the qualified beneficiaries. You have 60 days from the later of the post mark date on your COBRA Election Notice or the date coverage terminated to enroll in COBRA. When you qualify for Trade Adjustment Assistance (TAA), you may have a second chance to elect to receive COBRA benefits. If you are within the 60-day period or believe that you are eligible for this second election period, contact your Employee Benefits Contact.

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (in the case of an extension of continuation coverage due to a disability a Benefit Plan may charge 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving continuation coverage. The COBRA Election Notice will provide the premium amounts due to continue.

The Trade Act of 2002 created a tax credit for certain individuals who become eligible for trade adjustment assistance and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC). Under the tax provisions, eligible individuals can either take a tax credit or get advance payment of 72.5 percent of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these provisions, you may call the Health Coverage Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact.

In the case of a loss of coverage due to end of employment or reduction in hours of employment, coverage generally may be continued only for up to a total of 18 months. In the case of losses of coverage due to an employee's death, divorce or legal separation, or loss of dependent status under the written terms of the Benefit Plan, coverage may be continued for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement.

Continuation coverage will be terminated before the end of the maximum period if:

- (1) Any required premium is not paid in full on time;
- (2) A qualified beneficiary first becomes covered, after electing continuation coverage, under another group health plan;
- (3) A qualified beneficiary first becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing continuation coverage; or,
- (4) The Plan Sponsor ceases to provide any group health plan for its employees.

Continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant not receiving continuation coverage (such as fraud).

An 11-month extension of coverage may be available for all family members covered if any of the qualified beneficiaries is determined under the Social Security Act (SSA) to be disabled. The disability has to have started at some time on or before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. See the important notice procedures below.

An 18-month extension of coverage will be available to spouses and dependent children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available regardless of events is 36 months. The second qualifying events may include the death of a covered employee, divorce or legal separation from the covered employee or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. See the important notice procedures below.

Notices Due From Participants

When the Notice is Required. You, your spouse or covered dependent must notify the Plan Administrator of one of the following events, in writing, in order to be offered COBRA Continuation:

- (1) The occurrence of a qualifying event that is a divorce or legal separation of a covered employee from his or her spouse, or a dependent who loses eligibility under the plan;
- (2) The occurrence of a second qualifying event;
- (3) A qualified beneficiary has been determined by the Social Security Administration to be disabled at any time during the first 60 days of continuation coverage; and
- (4) A qualified beneficiary has subsequently been determined by the Social Security Administration to no longer be disabled.

Where the Notice is Sent. The written notice must be mailed or otherwise delivered to the Plan Administrator or Employee Benefits Contact.

When the Notice is Due. Each Employee or Qualified Beneficiary who lost coverage due to a qualifying event listed above under numbers 1 or 2 must deliver the notice no later than 60 days from the later of (1) The date on which the relevant qualifying event occurs; (2) The date on which the qualified beneficiary loses (or would lose) coverage under the plan as a result of the qualifying event; or (3) The date on which the qualified beneficiary is informed, through the furnishing of the plan's Summary Plan Description or the General Notice, of their responsibility to provide the notice and these procedures for providing the notice.

A Social Security Determination of Disability must be delivered within 60 days after the later of: (1) The date of the disability determination by the Social Security Administration; (2) The date on which a qualifying event occurs; (3) The date on which the qualified beneficiary loses (or would lose) coverage under the plan as a result of the qualifying event; or (4) The date on which the qualified beneficiary is informed, through the furnishing of the summary plan description or the General Notice, of both the responsibility to provide the notice and the plan's procedures for providing such notice to the administrator. In addition, the notice of a Social Security Determination of Disability must be delivered before the end of the 18 month COBRA continuation period.

If the Social Security Administration determines that a COBRA Participant is no longer disabled, that Determination must be delivered within 30 days of the later of: (1) the date of the final determination by the Social Security Administration that the qualified beneficiary is no longer disabled; or (2) The date on which the qualified beneficiary is informed, through the furnishing of the plan's summary plan description or the General Notice of both the responsibility to provide the notice and the plan's procedures for providing such notice to the administrator.

What the Notice Must Contain. The written notice must contain at least the name of the person(s) that will be losing coverage, the event that will cause the loss of coverage (referred to as a qualifying event) and the date the qualifying event actually occurs. You should also provide, along with the letter, documentation of the event that occurred, such as a photocopy of a divorce order or legal separation order showing the date the divorce or legal separation began. If you have any question about what type of documentation is required, you should contact the Employee Benefits Contact at the address provided in this notice. The Employee Benefits Contact may develop and make available a form which may be required to be completed to provide adequate notice.

4. Funding

The Benefit Plan Table

This Plan makes available the Benefit Plans identified under Section 2. Plan Benefits, details listed in the Benefit Plan Table, and described in the Benefit Plan Descriptions incorporated by reference. The funding for each Benefit Plan is identified on the Benefit Plan Table and described below.

If the Benefit Plan is 'Fully-Insured'. Benefits are provided under an insurance contract entered into between Connections Education, LLC and the Insurance Company identified on the Benefit Plan Table. Premiums must be paid to the Insurance Company to maintain the Benefit Plan. The premium is paid in part or whole from the general assets of Connections Education, LLC.

If the Benefit Plan is 'Self-Insured'. Benefits are paid from the general assets of Connections Education, LLC. Claims processing and other delegated functions for the Benefit Plan are administered by the Third Party Administrator identified on the Benefit Plan Table.

If Connections Education, LLC purchased an insurance policy that provides benefits to Connections Education, LLC in the event of excess claims, commonly referred to as Stop Loss Insurance, contributions due from a participant for coverage under the Benefit Plan will not be used to pay the premium for the Stop Loss Insurance. The Stop Loss Insurance premium will be paid from the general assets of Connections Education, LLC.

If the Benefit Plan is 'Partially-Insured'. A portion of the benefits are provided as an insurance contract entered into between Connections Education, LLC and the Insurance Company identified on the Benefit Plan Table. The remaining benefits are paid from the general assets of Connections Education, LLC.

If the Benefit Plan includes 'Employee Salary Reduction'. These tax advantage Plans are funded in part or in whole by an Employees' salary reduction. The Benefit Plan Description includes a list of 'change in status' events that limit the instances where an Employee can change pretax elections during the Plan Year. A Health Flexible Spending Account allows Employees to make elections for pre-tax reimbursement of medical expenses, including most services allowed under Section 213(d) of the Internal Revenue Code. A Health Flexible Spending Account is a health and welfare plan subject to ERISA and Section 105 of the Internal Revenue Code. The Health Flexible Spending Account has limited COBRA continuation rights, COBRA is only offered if the cost to continue to the end of the Plan Year is less than the available benefit and continuation is only available to the end of the current Plan Year. Claims processing and other delegated functions for the Benefit Plan are administered by the Service Provider identified on the Benefit Plan Table.

PLAN SPONSOR - EMPLOYEE CONTRIBUTIONS/SPENDING CREDITS If employee contributions are required for any Benefit Plan then Connections Education, LLC will determine and communicate the employee's required contribution and the method of payment at open enrollment and as needed throughout the Plan Year. Connections Education, LLC can change that determination at any time. These communications are expressly incorporated by reference. The Plan Sponsor may use plan assets to pay plan administrative expenses. Plan assets may be used to pay reasonable administrative expenses as needed.

Connections Education, LLC may provide additional contributions in the way of cash or spending credits that can be used for any Benefit Plan, or used in a limited manner as defined by the Plan Sponsor. The Plan Sponsor may make defined contributions to specific Benefit Plans and require that you pay a portion or all of the cost for coverage under any Benefit Plan. The enrollment materials used each Plan Year include the amount of any Plan Sponsor contributions, the rules defining how the Plan Sponsor contributions can be used by Participants, and include all limitations on the use of Plan Sponsor contributions. The enrollment materials are expressly incorporated by reference.

Provided Connections Education, LLC is subject to FMLA, then Plan Sponsor contributions will continue to be provided while on an approved FMLA leave to the same extent provided to an Employee actively at work.

Refunds and Medical Loss Ratio Rebates Under Health Care Reform

In certain circumstances under the Medical Loss Ratio Standards in section 2718 of the Patient Protection and Affordable Care Act of 2010 (PPACA), rebates may be paid to this Plan. The federal law requires that the issuer of the rebate (the insurance company) provide you a written notice of a rebate, at the time the rebate is paid to the Plan. The rebate will be prorated between the amount attributable to Plan costs paid by the Plan Sponsor and Plan costs paid by participants. The participant portion of the rebate will be used for the benefit of the Plan participants. This can be done by a number of actions, including but not limited to lowering the Plan costs for the participants for the next Plan Year, applied towards the cost of administering the Plan, paid as taxable income to the participants, or in any manner that allocates the rebate to Participants based on each Participant's actual contributions, or to apportion it on any other reasonable basis.

All refunds from Insurance Policies paid to the Plan will be disbursed within 90 days of receipt by the Plan Administrator. When the Plan Administrator determines that the Medical Loss Ratio Rebates will be paid to participants, these payments will be disbursed within 90 days of receipt.

5. Plan Administration

Plan Administrator

The Plan Administrator is responsible for the administration of this Plan. Should you need to see any records or have any questions regarding any Benefit Plan, contact the Plan Administrator. The Plan Administrator has final discretionary authority to interpret the Plan and make factual determinations as to whether any individual is eligible for coverage and entitled to receive any benefits under the Plan. The Employee Benefits Contact has been appointed to assist you in answering questions and providing information to you regarding your benefits and elections. The Plan Administrator may delegate any of the responsibilities to the Insurance Company or Third Party Administrator identified in the Benefit Plan Table. The Plan Administrator is not responsible for any Benefit Plan identified as 'Individual' on the Benefits Plan Table.

The Plan Administrator will have the following rights, duties and powers to:

- (1) Interpret the terms of any Benefit Plan, to determine the amount, manner and time for payment of any benefits, and to construe or remedy any ambiguities, inconsistencies or omissions, and correct any administrative errors or omissions;
- (2) Adopt and apply any rules or procedures to ensure the orderly and efficient administration of any Benefit Plan;
- (3) Determine the rights of any participant, spouse, dependent or beneficiary to benefits under any Benefit Plan;
- (4) Develop appellate and review procedures for any participant, spouse, dependent or beneficiary to benefits under any Benefit Plan;
- (5) Provide the Plan Sponsor with such tax or other information it may require in connection with any Benefit Plan;
- (6) Employ any agents, attorneys, accountants or other parties (who may also be employed by the Plan Sponsor) and to allocate or delegate to them such powers or duties as is necessary to assist in the proper and efficient administration of any Benefit Plan, provided that such allocation or delegation and the acceptance thereof is in writing; and,
- (7) Report to the Plan Sponsor, or any party designated by the Plan Sponsor, after the end of each Plan year regarding the administration of the Plan, and to report any significant problems as to the administration of any Benefit Plan and to make recommendations for modifications as to procedures and benefits, or any other change which might ensure the efficient administration of any Benefit Plan.

Subject to applicable State or Federal law, any interpretation of any provision of this Plan made in good faith by the Plan Administrator and any determination by the Plan Administrator as to any Participant's rights or benefits under this Plan is final, shall be binding upon the parties and shall be upheld on review, unless it is shown that such interpretation or determination was an abuse of discretion (*i.e.*, arbitrary and capricious).

The Federal Privacy Rule

Plan Sponsors who receive Protected Health Information are subject to the federal privacy rule under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as described below.

Protected Health Information ("PHI") means: information that is created or received by the Plan Sponsor and relates to the past, present, or future physical or mental health or condition of any participant; or, the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a participant; and that identifies the participant. The test is whether there is a reasonable basis to believe the information can be used to identify the participant. PHI includes information of persons living or deceased. PHI as used in this document includes data that is transmitted or stored electronically.

Access To PHI: The Plan Sponsor's access to PHI is restricted to the minimum information necessary to administer the Benefit Plan. This includes obtaining Participant elections and enrollment for payroll and Benefit Plan administration. The Plan Sponsor may have access to PHI that was submitted for claims reimbursement when that claim is on an appeal from an adverse decision. Only the Employee Benefits Contact and employees trained in the federal privacy rule will have access to the PHI.

Permitted And Required Uses And Disclosures Of PHI By The Plan Sponsor: The Plan Sponsor can only use and disclose PHI for plan administration functions as permitted and required by this Plan Document, or as required by law. The Plan Sponsor will not use or disclose PHI for employment-related actions or in connection with any other employee benefit plan. When necessary, the Employee Benefits Contact will disclose the PHI to consultants and experts as required by the Department of Labor for a full and fair review or to perform plan non-discrimination testing as required by law. All other disclosures of PHI will only be made pursuant to a valid authorization from the Participant that meets the requirements of 45 CFR §164.508.

The Plan Sponsor, on behalf of the Plan, may disclose Summary Health Information for the purpose of obtaining premium bids from health plans for providing health insurance or modifying, amending or terminating the Plan. Summary Health Information means information that summarizes claims history and expenses which meets the federal requirements that remove all data fields that can be used to identify an individual participant.

Complaints: If a Participant has any complaints regarding the way that the Plan Sponsor has handled PHI they can complain to the Employee Benefits Contact. No response from the Employee Benefits Contact is required. A copy of this complaint procedure shall be provided to the Participant upon request. The Employee Benefits Contact will keep a copy of the complaint, applicable documentation, and disposition if any, for a period of 6 years from the end of the plan year in which the act occurred.

No Retaliation: No Employer will intimidate, threaten, coerce, discriminate against, or take other retaliatory action against Participants for exercising their rights, filing a complaint, participating in an investigation, or opposing any improper practice under the federal Privacy Rule.

Firewall: The Plan Sponsor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the group health plan; and ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information.

Plan Sponsor will: 1) Ensure that any subcontractors or agents to whom the Plan Sponsor provides PHI agree to the same restrictions described above, 2) report to the health plan any use or disclosure that is inconsistent with this Plan Document or the federal Privacy Rule, 3) make the PHI information accessible to the Participants, 4) allow Participants to amend their PHI, 5) provide an accounting of its disclosures of PHI as required by the Privacy Rule, 6) make its practices available to the Secretary for determining compliance, and, 7) return and destroy all PHI when no longer needed, if feasible.

The Federal Security Rule

This Term is intended to bring the Plan into compliance with the “HIPAA Security Rule” as published on February 20, 2003 by the United States Department of Health and Human Services (HHS), and amended, including the final Security Standards under the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act (Health Information Technology for Economic and Clinical Health Act) of 2009.

The Electronic Media contemplated by the HIPAA Security Rule includes:

- (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
- (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

In order to send and receive Protected Health Information (“PHI” as defined in the Plan Document) necessary for Plan administration by Electronic Media, the Plan Sponsor will:

- (1) Implement reasonable and appropriate safeguards for electronic PHI created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the group health plan;
- (2) Ensure that electronic “firewalls” are in place to secure the electronic PHI;
- (3) Ensure that all agents and subcontractors with access to electronic PHI comply with the security requirements; and
- (4) Report to the group health plan any security incident of which it becomes aware.

Right to Truthful and Complete Information

Benefits are conditioned on the Participants cooperation in providing such information and documentation necessary to verify eligibility for coverage and substantiate claims submitted. This may include Participant medical records, a physical examination during the pendency of any claim to the extent allowed by law, and an autopsy in the case of death except when forbidden by law.

If a Participant intentionally makes a false statement or submits false documents in support of coverage or in support of a claim for benefits, or a Participant intentionally fails to send correct information when the participant knows or should have known the information submitted was incorrect, the Plan Administrator may, without the consent of any person, and to the fullest extent permitted by law, terminate the person's Plan coverage and may refuse to honor any claim for benefits under the Plan including claims for Participants related to the person submitting the falsified information. Such person shall be responsible, to the fullest extent permitted by applicable law, to provide restitution, including monetary repayment to the Plan, with respect to any overpayment or ineligible payment of benefits.

**Termination and
Amendment of Plan**

The Plan Sponsor expects to maintain the Plan indefinitely as an employee benefit. However, the Plan Sponsor has the right, in its sole discretion, to terminate the Plan or to modify or amend any provision of the Plan at any time. In the event of the dissolution, merger, consolidation or reorganization of the Plan Sponsor, the Plan automatically will terminate unless it is continued by the successor to the Plan Sponsor.

Participants in the Plan have no Plan benefits after a Plan termination or a partial Plan termination affecting them, except with respect to covered events giving rise to benefits and occurring prior to the date of Plan termination or partial termination and except as otherwise expressly provided, in writing, by the Plan Sponsor.

**No Continued
Employment**

No provisions of the Plan or this Summary shall give any employee any rights of continued employment with the Plan Sponsor or shall in any way prohibit changes in the terms of employment of any Employee covered by the Plan.

**Non-Assignment of
Benefits**

Except as may be required pursuant to a "Qualified Medical Child Support Order" which provides for Plan coverage for an alternate recipient, other applicable law, or electronic payment made directly to a health care provider, no Participant or beneficiary may transfer, assign or pledge any Plan benefits.

Excess Payments

Upon any benefit payment made in error under the Plan, the Plan Sponsor will inform you that you are required to repay the amount that has been paid under this Plan in error. This includes and is not limited to amounts over your annual election, amounts for services that are determined not to be qualified expenses, or when you do not provide adequate documentation to substantiate a paid claim upon request. The Plan Sponsor may take reasonable steps to recoup such an amount including withholding the amount from future salary or wages, and reducing the amount of future benefit reimbursements by the amount paid in error.

Nondiscrimination

The Plan is not intended to discriminate in favor of highly compensated individuals as to eligibility to participate, contributions and benefits in accordance with applicable provisions of the Code. The Plan Administrator may take such actions as excluding certain highly compensated employees from participation in the Plan if, in the Plan Administrator's judgment, such actions serve to assure that the Plan does not violate applicable nondiscrimination rules.

If your employer has multiple 'Medical, Surgical, Hospital Care' Benefit Plans as identified on the Plan Benefits Table in Section 2, where necessary in order to satisfy plan nondiscrimination requirements, these Benefit Plans may be disaggregated for testing purposes in order to ensure each Benefit Plan satisfies the nondiscrimination requirements provided under federal law and regulation.

Misstatements

Any misstatement or other mistake of fact will be corrected as soon as reasonably possible upon notification to the Plan Administrator and any adjustment or correction attributable to such misstatement or mistake of fact will be made by the Plan Administrator as he considers equitable and practicable.

**No Guarantee of Tax
Consequences**

The Plan Sponsor does not guarantee the tax status of employee contributions to any Benefit Plan, nor the tax free status of any benefit paid by or from any Benefit Plan.

6. Federal Notices

Newborns' Act Disclosure

This Plan does not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). Additional information including State Rights required are described in detail in the applicable Benefit Plan Descriptions.

Notice of Rights Under the Women's Health and Cancer Rights Act (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits, under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- (1) All stages of reconstruction of the breast on which the mastectomy was performed;
- (2) Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- (3) Prostheses; and,
- (4) Treatment of physical complications of the mastectomy, including lymphedemas.

These benefits will be provided subject to the same deductible and co-insurance particulars that are applicable to other medical and surgical benefits provided under this Plan. Connections Education, LLC has provided the detailed information regarding deductible and co-insurance for the Connections Education, LLC Group Health Plan. For more information or to get a copy of the Summary Plan Description containing these details contact your Plan Sponsor Representative.

The Genetic Nondiscrimination Act of 2008 (GINA)

GINA prohibits a group health plan from adjusting group premium or contribution amounts for a group of similarly situated individuals based on the genetic information of members of the group. GINA prohibits a group health plan from requesting or requiring an individual or a family member of an individual to undergo genetic tests. Genetic information means information about an individual's genetic tests, the genetic tests of family members of the individual, the manifestation of a disease or disorder in family members of the individual or any request for or receipt of genetic services, or participation in clinical research that includes genetic services by the individual or a family member of the individual. The term genetic information includes, with respect to a pregnant woman (or a family member of a pregnant woman) genetic information about the fetus and with respect to an individual using assisted reproductive technology, genetic information about the embryo. Genetic information does not include information about the sex or age of any individual.

Compliance with Applicable Laws

The Plan Sponsor will administer the Benefit Plans in compliance with federal and state laws. Any interpretation of this document or the Benefit Plan Description incorporated by reference that is prohibited by federal or state law is void and will not be relied on for the administration of this Plan. The Plan Sponsor will administer the Benefit Plans in compliance with:

- (1) The Mental Health Parity Act (MHPA) and The Mental Health Parity and Addiction Equity Act (MHPAEA) ERISA § 712, requiring parity in certain mental health and substance use disorder benefits;
- (2) The Women's Health and Cancer Rights Act of 1998 (WHCRA) ERISA § 713(a), imposing requirements for coverage of reconstructive surgery and other complications in connection with mastectomy;
- (3) ERISA § 609(c) coverage for adopted children;
- (4) ERISA § 609(d) coverage of costs of pediatric vaccines;
- (5) The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- (6) The Health Insurance Portability and Accountability Act of 1996 (HIPAA) (applies to any group health plan sponsored by the Plan Sponsor);
- (7) The Newborns' and Mothers' Health Protection Act of 1996 (NMHPA);

- (8) The Genetic Information Nondiscrimination Act (GINA);
- (9) The Health Information Technology for Economic and Clinical Health Act (HITECH);
- (10) Michelle's Law; and,
- (11) The Family and Medical Leave Act of 1993 (FMLA).

**Medicaid and the
Children's Health
Insurance Program
(CHIP) Offer Free
or Low-Cost Health
Coverage to Children
and Families**

If you are eligible for health coverage under the Connections Education, LLC Group Health Plan, but are unable to afford the premiums, some States have premium assistance programs that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for Plan Sponsor -sponsored health coverage, but need assistance in paying their health premiums.

If you or your dependents are already enrolled in Medicaid or CHIP, you can contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or www.insurekidsnow.gov to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for a Plan Sponsor -sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, your Plan Sponsor's health plan is required to permit you and your dependents to enroll in the plan as long as you and your dependents are eligible, but not already enrolled in the Plan Sponsor's plan. This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance.

You can contact your Plan Administrator for any questions regarding your Special Enrollment Rights.

7. Statement of ERISA Rights

Your Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plans and Benefits

Examine, without charge, at Connections Education, LLC's principal office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Director of HR of Connections Education, LLC, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (SPD). Connections Education, LLC may make a reasonable charge for the copies.

Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case Connections Education, LLC, as Plan Administrator, is required by law to furnish each participant with a copy of this Summary Annual Report.

A complete list of the employers and employee organizations sponsoring the plan may be obtained by participants and beneficiaries upon written request to the Plan Administrator, and is available for examination by Participants and Beneficiaries. You may also request whether a particular Employer is a Plan Sponsor.

If this plan is maintained pursuant to one or more collective bargaining agreements, a copy of any such agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator, and is available for examination by all Participants and Beneficiaries.

COBRA and HIPAA Rights

Continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require Connections Education, LLC, as Plan Administrator, to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance With
Your Questions**

If you have any questions about your Plan, you should contact the Director of HR of Connections Education, LLC. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory), or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan Adoption

By signing this Plan Document, the Employer identified below represents that it has formally adopted this Employee Benefits Plan.

Connections Education, LLC

By: _____

Printed: _____

Title: _____

ADDENDUM

Your Health Plan Eligibility and the Affordable Care Act (ACA)

Your rights to enroll in and maintain coverage under the Benefit Plans are described in detail in the Benefit Plan Descriptions or enrollment materials provided by the Employer as stated in this document under Section 3. Eligibility. This addendum provides you with additional general information regarding how eligibility is determined for enrollment in your Employer's Health Plan based on Internal Revenue Service (IRS) final regulations under the Affordable Care Act (ACA).

For you to be eligible to participate in the Employer's Health Plan, you must be a full-time employee as defined in the regulations. In general, you are a full-time employee if you average at least **30 hours of service per week (or 130 hours of service in a calendar month)**. As a full-time employee you may also elect coverage for your dependent children up to age 26. Please refer to the applicable Benefit Plan Descriptions, Insurance Contracts or enrollment materials provided by the Employer and incorporated by reference in this document for information on other individuals (e.g., your spouse) that may be eligible for coverage.

If you are hired as a regular full-time non-seasonal employee your Employer has hired you to perform 30 or more hours of service per week (or 130 hours of service in a calendar month). Your eligibility and the eligibility of your dependents and other individuals (e.g., your spouse) for coverage under the health plan is set forth in the Benefit Plan Description(s) or enrollment materials as provided by your Employer and incorporated by reference in this document. These materials will address any waiting period, enrollment procedures and other pertinent information. You will continue to be treated as a Full-time employee as long as you maintain hours of service in keeping with the Full-time definition outlined above.

If you are not hired as regular full-time non-seasonal employee, but are hired as a variable hour, part-time or seasonal employee, your Employer will use a Monthly Measurement Method to determine if you are a full-time employee for purposes of Plan coverage. If you are determined in a given month to be a full-time employee, i.e., an employee with 30 hours or more of service per week, you must be offered health coverage to begin no later than the first day following the period of three full calendar months beginning with the first full calendar month in which you were determined to be a full time employee. (For example, if you are determined to be a full-time employee for the month of January, you will be offered health coverage effective no later than April 1st.) This three month period is the maximum time period set forth in the regulations; please check with your employer for further details. Your continued eligibility for health coverage will thereafter be determined on a monthly basis and will continue so long as you continue to meet the requirements as a full-time employee.

Special rules apply when an employee is rehired by the Employer or returns from an unpaid leave.

The rules for the monthly measurement method are very complex. Keep in mind that this is just a general overview of how the rules work. More complex rules may apply to your situation. The Company intends to follow the IRS final regulations (including any future guidance issued by the IRS) when administering the monthly measurement method. If you have any questions about this measurement method and how it applies to you, please contact your Director of HR.



**CONNECTIONS
ACADEMY®**

by Pearson



Connections Academy 2023 Employee Benefits Guide



Connections Academy is a leading, fully accredited provider of high-quality, highly accountable virtual schooling for students in grades K-12. Through tuition-free public schools, full-time and part-time private school programs, and turnkey online courses for brick and mortar schools, Connections Academy delivers superior, personalized education for students, with the freedom and flexibility to experience our online learning community from anywhere. The combination of certified teachers, a proven curriculum, technology tools, and community experiences creates a supportive and successful online learning opportunity for families and children who want an individualized approach to education.

We care about the children we teach—and we care about you and your family. That is why we proudly offer a comprehensive benefits program specially designed with your health and financial security in mind.

This benefits guide summarizes the key features of the Connections Academy benefits program. Read it carefully as you consider what is best for you and your family.

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This guide provides a summary of the benefit plans available. Connections Academy reserves the right to modify, amend, suspend or terminate any plan at any time, and for any reason without prior notification. You will be notified of any changes to these plans and how they affect your benefits, if at all. The plans described in this booklet are governed by insurance contracts and plan documents, which are available for examination upon request. We have attempted to make explanations of the plans in this booklet as accurate as possible. However, should there be a discrepancy between this booklet and the provisions of the insurance contracts or plan documents, the provisions of the insurance contracts or plan documents will govern. In addition, you should not rely on any oral descriptions of these plans, since the written descriptions in the insurance contracts or plan documents will always govern.

Important Contact Information

If you have questions about your benefits, feel free to contact the Benefits Team by emailing {YourSchoolAcronym}HR@pearson.com.

When you have questions about...	Contact	Phone	Website or Email
Health Advocate and EAP Services <i>Benefit issues such as locating providers, understanding benefits statements or invoices and resolving problems; as well as confidential help with personal, family and work issues.</i>	Health Advocate	1-866-799-2728	HealthAdvocate.com/connectionsacademy answers@healthadvocate.com
Medical and Prescription Drug <i>Cigna Policy #: 3338381</i> <i>*Kaiser Policy #: Varies by State. Refer to your ID card.</i>	Cigna Kaiser Permanente	1-800-244-6224 Varies by State. Refer to your ID card.	myCigna.com kp.org
Health Savings Account (HSA)	HSA Bank Client Assistance Center	1-800-357-6246	hsabank.com askus@hsabank.com
Telemedicine	Cigna/MDLIVE	Cigna/MDLIVE: 1-888-726-3171	mdliveforcigna.com
Dental <i>Policy #: 3338381</i>	Cigna	1-800-244-6224	myCigna.com
Vision <i>Policy #: 12253279</i>	Vision Service Plan (VSP)	1-800-877-7195	vsp.com
Short-Term Disability & Long-Term Disability <i>Short-Term Disability Policy #: SHD962078</i> <i>Long-Term Disability Policy #: LK961810</i>	New York Life	1-888-842-4462	Claims: newyorklife.com/group-benefit-solutions/employees/group-insurance/disability/submit-disability-claim
Supplemental Life and AD&D <i>Supplemental Life Policy #: FLX962464</i> <i>AD&D Policy #: OK964090</i>	New York Life	1-888-842-4462	newyorklife.com/group-benefit-solutions/employees/group-insurance/life/submit-life-and-add-claim
Flexible Spending Account	Optum Financial (formerly ConnectYourCare)	1-877-292-4040	optum.com/financial-services
401(k) Plan	American Funds	1-800-204-3731	myretirement.americanfunds.com
Will Preparation	New York Life	1-800-344-9752	guidanceresources.com Web ID: NYLGBS
Identity Theft			
Travel Protection	Cigna	1-888-226-4567	Cigna@europassistance.com
Financial Advice	The Murray Group	1-800-582-7964	advisors.ubs.com/themurraygroup
Voluntary Benefits: Accident/Hospital Indemnity	The Warner Companies/ Cigna	1-866-870-5093 Cigna Claims: 1-800-754-3207	service@lwarner.com Cigna Claims: supphealthclaims.com

*Group numbers and Member Services numbers vary by state. Please see your ID card or check the website for the appropriate number in your state.

Note: not all locations/schools have access to American Funds and UBS Financial Advisors for the 401(k) and pension plans. Please contact the Benefits Team to determine your 401(k) / pension options.

Employee Assistance Program (EAP)

Helping you Manage Life's Challenges

Knowing it can be difficult to balance the demands of work with those of your personal life, Connections Academy offers an Employee Assistance Program (EAP) through Health Advocate to help employees manage stress, work concerns and personal problems. Whether you are facing day-to-day challenges or a sudden critical event, Health Advocate is easily accessible 24/7 to support your total well-being.

Nothing is more important than the health of you and your loved ones—that's why these services are available to **you, your spouse, dependent children, parents and your spouse's parents, or anyone in your household—at no cost!**

Confidential help when you need it most

You have access to Licensed Professional Counselors, Work/Life Specialists and, if needed, referrals to appropriate professionals and each family member can access up to six counseling sessions per issue, per year.

Plus, we know you are busy, so in addition to being able to help you find a local counselor for in-person support, Health Advocate offers access to a Licensed Counselor via texting, phone, chat and video for help with personal, family and work/life issues—anytime, anywhere.



Financial/Legal

Free, 30-minute consultation with a certified Financial Specialist and/or independent Legal Attorney in addition to a Financial Wellness Program.



New Baby

Support aimed to help you prepare for and adjust to this new adventure. Whether you are adopting, looking for daycare, or are in need of resources to support a child with special needs, we are here to help.



Parenting

Help through every phase of child-rearing, from education about child development to finding community resources to help achieve balance.



Relationships

Forming bonds with others is the cornerstone to well-being. Support for individuals, couples, or families to strengthen relationships and navigate change.



Work/Career

Overcome bad habits, address personal and interpersonal issues, avoid burnout, stay focused—resources to help you reach your full potential.



Retirement & Aging

Make it a smooth transition to this phase of life—for you, or an aging loved one. Help putting a plan in place for finances, housing, estate/wills, healthcare and more!

Getting Help

Remember, all Health Advocate services are easily accessible, 24/7, through the same email, website, app, and toll-free phone number: 1-866-799-2728.

Health Advocate

Your Lifeline for Healthcare and Insurance Help

We know how important it is for you to have accurate information and an understanding of options available to you when seeking care. We also know that sometimes the administrative process around health benefits can be time consuming, confusing and overwhelming. As an employee of Connections Academy, you have access to Health Advocate, a service that you may use to help you navigate through the healthcare system and give you peace of mind. **You, your spouse, dependent children, parents and your spouse's parents, or anyone in your household, can call as often as needed, at no cost to you.**

Your Personal Health Advocate will cut through the red tape, and talk to your doctors and insurance company to get to the issue and make sure you're getting the right care at the right time. Your Advocate will work on your question or problem no matter how long it takes. Visit the Health Advocate website: HealthAdvocate.com/connectionsacademy.

The many ways Health Advocate can help

Confused by Health Insurance?

- ◆ Explain coverage stipulations and alternatives for services that are not covered, and get appropriate approvals for covered services
- ◆ Assist with coverage for simple and complex treatments
- ◆ Negotiate payment arrangements for overwhelming medical bills
- ◆ Uncover mistakes
- ◆ Get estimates, negotiate fees, payment arrangements
- ◆ Supply providers with information to pay claims
- ◆ Get to the bottom of coverage denials
- ◆ Advice about appeals rights

Don't know where to turn?

- ◆ Find the right doctors, dentists, specialists and other providers
- ◆ Schedule appointments, arrange for special treatments and tests
- ◆ Locate the right treatment facilities, clinical trials
- ◆ Answer questions about test results, treatments and medications
- ◆ Research and locate newest treatments, secure second opinions
- ◆ Help transfer medical records, X-rays and lab results

Need Eldercare and Caregiver Services?

- ◆ Find in-home care, adult day care, assisted living, long term care
- ◆ Clarify Medicare, Medicaid and Medicare Supplemental plans
- ◆ Coordinate care among multiple providers
- ◆ Research transportation to appointments

Getting Help

Phone: 1-866-799-2728

Email: answers@HealthAdvocate.com

Website: HealthAdvocate.com/connectionsacademy

Mobile App: Free on Apple and Android devices



Eligibility

Who is Eligible?

Employees

Full-time employees working 30 hours or more per week are eligible for benefits.

Term of Project (TOP) employees working 30 hours or more per week are eligible for benefits.

Dependents

In addition to enrolling yourself, you may also enroll any eligible dependent in the Medical, Dental and Vision plans. Your eligible dependents may include the following:

Dependent Type	Description
Spouse	A person to whom you are legally married. Such person remains a spouse until a decree of divorce is issued.
Child	<p>A legal dependent under the age of 26 regardless of residency, student status, marital status or tax dependent status (except as otherwise noted) who is:</p> <ul style="list-style-type: none"> ◆ Your child by birth or legal adoption ◆ Your spouse's child by birth or legal adoption ◆ A child whose medical care is the legal obligation of you or your spouse as per a court order or court approved requirement ◆ A child who is the subject of a Qualified Medical Child Support Order that recognizes his or her right to receive benefits under your medical coverage ◆ A child who is your Code Section 152 dependent and who is in the guardianship of you or your spouse <p><i>Dependent coverage terminates at the end of the month in which the dependent ceases to meet the definition of an eligible dependent.</i></p>
Disabled Dependent	<ul style="list-style-type: none"> ◆ A child who is unmarried and is dependent on you or your spouse as a result of mental or physical incapacity; or ◆ A child who is disabled prior to reaching the maximum age allowed under the plan

Required Documentation for Eligible Dependents

In order to cover eligible dependents the following documentation is required. All required documentation **must** include date and/or year, employee's name and dependent's name.

Documentation should be uploaded to the "Documents" section of your UltiPro profile.

Dependent Type	Required Documentation
Spouse	<p>Provide copies of the following:</p> <ul style="list-style-type: none"> ◆ A copy of your marriage certificate; AND one of the following: <ul style="list-style-type: none"> — A copy of the front page of your filed federal tax return from the prior tax year confirming this dependent as a spouse; OR — Other documentation dated within the last 60 days establishing current relationship status and listing you and your spouse's name, the date and mailing address such as a joint bank/credit account, joint mortgage/lease, or joint household bill.
Child or Disabled Dependent	<p>Provide copies of the following:</p> <ul style="list-style-type: none"> ◆ A copy of the child's birth certificate, naming you or your spouse as the child's parent; OR ◆ A copy of a court-issued Qualified Medical Child Support Order (QMCSO) (must include name of child and name of employee or employee's spouse); OR ◆ Appropriate court order/adoption decree naming you or your spouse as the child's legal guardian.

Eligibility

Qualified Life Status Changes

Your benefit elections will stay in place until the next Open Enrollment period unless you have a qualified life status change as defined by the IRS. Examples of qualified life status changes are:

- ◆ Marriage, legal separation or divorce
- ◆ Birth or adoption of a child
- ◆ Change in eligibility of a child
- ◆ Death of a dependent
- ◆ Change in your/your spouse's employment status
- ◆ Change to your spouse or dependent's employer's plan during an open enrollment period
- ◆ When you, your spouse or your dependent becomes entitled to coverage or loss of eligibility for coverage under Medicare or Medicaid



You must notify the Benefits Team within 30 days of the Qualified Life Status Change in order to make a change to your benefit elections. Documentation is required. All changes will be effective on the first of the month following the change date.

If you experience a Qualified Life Status Change, please complete the appropriate "Life Event" in UltiPro by following this path: Myself > Life Events. You must submit your request within 30 days of the event.

The following documentation is required for qualified life status changes to establish relationship status:

Dependent Type	Required Documentation
Spouse	<p><u>Marriage:</u></p> <ul style="list-style-type: none">◆ Marriage certificate <p><u>Legally separated spouses:</u></p> <ul style="list-style-type: none">◆ Court order to remove spouse <p><u>Divorced spouses:</u></p> <ul style="list-style-type: none">◆ Divorce decree or other court order
Child/Disabled Dependents	<ul style="list-style-type: none">◆ Birth certificate identifying employee as parent; or◆ Appropriate court order/adoption decree naming you or your spouse as the child's legal guardian

Enrollment

When to Enroll

When First Eligible

Unless otherwise noted, benefits for newly hired employees are effective on the first of the month following 30 days of employment. You must enroll in your benefit plans within 30 days of your benefits eligibility date or you will be required to wait until the next Open Enrollment period, unless you experience a qualified life status change.

For part-time employees who become full-time, Connections Academy gives you credit for your part-time employment. Therefore, if you have been employed for at least 30 days prior to becoming a full-time employee, you are eligible for benefits on the first of the month following the date which you become full-time.

The benefits you choose when you are first eligible will stay in place until the next Open Enrollment period following your eligibility date, unless you have a qualified life status change, as defined by the IRS. Contact the Benefits Team if you need clarification.

Review your benefit materials and take advantage of online resources.

Premium Payments

Paying for Coverage

Medical (24 pay periods)	Full-Time Employee Payroll Deductions		Kaiser HMO - Signature
	Cigna		
	OAP EPO	OAP HSA	
\$0-\$49,999 Salary Tier			
Individual	\$102.33	\$67.38	\$71.76
Individual/Child(ren)	\$194.94	\$128.26	\$136.88
Individual/Spouse	\$273.74	\$177.57	\$191.51
Family	\$308.10	\$202.67	\$215.71
Medical (24 pay periods)	OAP EPO	OAP HSA	HMO - Signature
\$50,000+ Salary Tier			
Individual	\$110.30	\$73.59	\$77.29
Individual/Child(ren)	\$210.09	\$134.82	\$147.62
Individual/Spouse	\$292.10	\$191.95	\$204.50
Family	\$332.09	\$213.38	\$232.63
Dental (24 pay periods)	DPPO	DHMO	
Individual	\$6.50	\$2.72	
Individual/Child(ren)	\$14.50	\$6.19	
Individual/Spouse	\$13.00	\$5.50	
Family	\$21.00	\$9.03	
Vision (24 pay periods)			
Individual	\$4.84		
Individual/Child(ren)	\$8.32		
Individual/Spouse	\$8.16		
Family	\$13.15		

Medical - Cigna

Connections Academy is pleased to offer comprehensive medical coverage through Cigna to help you and your family members live healthier lives. Cigna Open Access Plus EPO provides In-Network coverage only (there is no benefit if you see a non-participating provider). Cigna Open Access Plus HSA is a high deductible health plan with an associated Health Savings Account (HSA). This plan offers both In- and Out-of-Network coverage, however, selecting an In-Network provider will pay a higher benefit and you pay less out of pocket expenses for covered services. Preventive services are covered at 100% under both plan options (In-Network) and referrals are not required.

Plan Features	Open Access Plus EPO	Open Access Plus HSA	
	In-Network Only	In-Network	Out-of-Network
Annual Deductible The dollar amount you pay before the plan pays unless otherwise noted.	\$1,000 per individual \$2,000 per family (applies to Medical only)	\$2,000 for individuals \$4,000 for all others* (applies to Medical and Rx) *Entire deductible must be met before plan will pay for any one member	\$4,000 for individuals \$8,000 for all others* (applies to Medical and Rx) *Entire deductible must be met before plan will pay for any one member
Annual Out-of-Pocket Maximum Limits the annual amount you incur for covered services. Includes copays, coinsurance and deductibles.	\$5,000 per individual \$10,000 per family	Individual - Employee Only: \$5,000 Individual - within a family: \$6,850 Family Maximum: \$8,000	Individual - Employee Only: \$10,000 Individual - within a family: \$13,700 Family Maximum: \$16,000
Referrals Required for PCP & Specialist	No		
Preventive Services Well Child Care (under age 17) Immunizations (under age 17) Adult Physical Exam Mammograms, PAP and PSA	No charge No charge No charge No charge	No charge No charge No charge No charge	20% 20% Deductible, then 20% No charge
Office Visits, Labs & Tests Office Visits for Illness (PCP) Office Visits for Illness (Specialist) X-rays and Lab Tests Allergy Treatment Allergy Shots Allergy Serum (dispensed by the physician in the office) Acupuncture Physical, Speech & Occupational Therapy Chiropractic Care	\$40 copay \$45 copay Deductible, then 20% \$40 copay \$5 copay No charge Not covered \$45 copay \$45 copay	Deductible, then 20% Deductible, then 20% Deductible, then 20% Deductible, then 20% Deductible, then 20% Deductible, then 20% Deductible, then 20% Deductible, then 20% Deductible, then 20% Deductible, then 20%	Deductible, then 40% Deductible, then 40% Deductible, then 40% Deductible, then 40% Deductible, then 40% Deductible, then 40% Deductible, then 40% Deductible, then 40% Deductible, then 40% Deductible, then 40%

Cigna Easy Choice Tool

Find out how our plans work and what they mean to you, before you enroll. Log in to decisionsupport.cigna.com to see available plans, ranked by what matters most to you. Compare your options side-by-side. You'll need this access code to get started: \$0-\$49,999 Salary Tier: 7TW23ZWG / \$50,000 Salary Tier: TYGE3HHG.

Medical - Cigna

Plan Features	Open Access Plus EPO	Open Access Plus HSA	
	In-Network Only	In-Network	Out-of-Network
Emergency & Urgent Care Urgent Care Center Hospital Emergency Room (copay waived if admitted)	\$50 copay Deductible, plus \$250 copay per visit	Deductible, then 20% Deductible, then 20%	Paid as in-network Paid as in-network
Hospital Services Inpatient Outpatient	Deductible, then 20% plus \$500 copay per admission Deductible, then 20% plus \$100 copay	Deductible, then 20% Deductible, then 20%	Deductible, then 40% Deductible, then 40%
Mental Health & Substance Abuse Inpatient Outpatient - Physician's Office Outpatient Facility	Deductible, then 20% plus \$500 copay per admission \$40 copay Deductible, then 20%	Deductible, then 20% Deductible, then 20% Deductible, then 20%	Deductible, then 40% Deductible, then 40% Deductible, then 40%
Maternity Initial Visit Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits, and Physician's Delivery Charges) Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist) Delivery - Facility	Covered same as Physician Services - Office Visit No Charge Covered same as Physician Services - Office Visit Deductible, then 20% plus \$500 copay per admission	Covered same as Physician Services - Office Visit Deductible, then 100% Covered same as Physician Services - Office Visit Deductible, then 20%	Covered same as Physician Services - Office Visit Deductible, then 20% Covered same as Physician Services - Office Visit Deductible, then 40%

Pre-certification is required for all inpatient admissions, select outpatient procedures and diagnostic testing.

Above are only highlights. The specific terms of coverage, exclusions, limitations and maximums are contained in the Summary Plan Description. To the extent there may be differences, the terms of the Summary Plan Description govern.

Traveling outside the U.S. and need medical attention?

Call Cigna at 1-800-244-6224 (found on the back of your Cigna ID card) to speak with a medical assistance coordinator who will arrange for proper medical care.

Health Information Line

The Health Information Line is available when you can't get in touch with your physician (24 hours a day, 7 days a week)
 Toll-free: 1-800-244-6224.

Virtual Care - Cigna

Connections Academy is pleased to offer virtual care through MDLIVE. CIGNA Virtual Care provides on-demand 24/7/365 access to non-urgent health care through a national network of licensed, board certified U.S.-based doctors and pediatricians. You can access a doctor by phone or online video without having to leave home or work, saving valuable time and effort.

Covered Services

Primary Care - Preventive care, routine care and specialist referrals

- ◆ Preventive care checkups/wellness screenings available at no additional cost¹ to identify conditions early
- ◆ Routine care visits allow you to build a relationship with the same primary care provider to help manage conditions
- ◆ Prescriptions available through home delivery or at local pharmacies, if appropriate
- ◆ Receive orders for biometrics, blood work and screenings at local facilities²

Urgent Care - On-demand care for minor medical conditions

- ◆ On-demand 24/7/365, including holidays
- ◆ Care for hundreds of minor medical conditions
- ◆ A convenient and affordable alternative to urgent care centers and the emergency room
- ◆ Prescriptions available, if appropriate

Behavioral Care - Talk therapy and psychiatry from the privacy of home

- ◆ Access to psychiatrists and therapists
- ◆ Schedule an appointment that works for you
- ◆ Options to select the same provider for every session
- ◆ Care for issues such as anxiety, stress, life changes, grief and depression

Dermatology³ - Fast, customized care for skin, hair and nail conditions—no appointment required

- ◆ Board-certified dermatologists review pictures and symptoms; prescriptions available, if appropriate
- ◆ Care for common skin, hair and nail conditions including acne, eczema, psoriasis, rosacea, suspicious spots and more
- ◆ Diagnosis and customized treatment plan, usually within 24 hours

3 easy steps to connect to care

Virtual care visits are convenient and easy. To schedule an appointment:

1. Access MDLIVE by logging into myCigna.com and clicking on "Talk to a doctor". You can also call MDLIVE at 1-888-726-3171. (No phone calls for virtual dermatology.)
2. Select the type of care you need: medical care or counseling; cost will be displayed on both myCigna.com and MDLIVE
3. Follow the prompts for an on-demand urgent care visit, to make an appointment for primary or behavioral care, or to upload photos for dermatology care

Appointments are available via video or phone, whenever it's most convenient for you. Virtual dermatology does not require an appointment.

Remember, virtual care is for non-life threatening conditions. In an emergency, dial 911 or visit the nearest hospital.

Questions?

Contact MDLIVE at 1-888-726-3171 or mdliveforcigna.com

¹For customers who have a non-zero preventive care benefit, MDLIVE virtual wellness screenings will not cost \$0 and will follow their preventive benefit.

²Limited to labs contracted with MDLIVE for virtual wellness screenings.

³Virtual dermatological visits through MDLIVE are completed via asynchronous messaging. Diagnoses requiring testing cannot be confirmed. Customers will be referred to seek in-person care. Treatment plans will be completed within a maximum of 3 business days, but usually within 24 hours.

Cigna Health & Wellness Resources

If you are enrolled in the Cigna plans you have tools and resources at your fingertips to manage your health and well-being.

Register on MyCigna.com for Benefits and Claims Information

[myCigna.com](https://mycigna.com) offers Cigna members a secure tool to access benefits information. Members can view claims information, amounts paid toward the annual deductible, eligibility and benefits information.

Register today. It's this easy:

1. Go to [myCigna.com](https://mycigna.com) and select "Register Now."
2. Enter your personal details like name, address and date of birth.
3. Confirm your identity with secure information like your Cigna ID, social security number or complete a security questionnaire. This will make sure only you can access your information.
4. Create a user ID and password.
5. Review and submit.



Cigna Healthy Pregnancies, Healthy Babies

Cigna offers support to members during their pregnancy. This program is designed to supplement the prenatal care and education you receive from your doctor. When you enroll and complete the program, you will be eligible to receive a \$400 rebate by the end of your first trimester; or a \$200 rebate if you enroll by the end of your second trimester. Once you qualify for your rebate, Cigna will send you a prepaid Mastercard (Debit Card). You will receive live support 24 hours a day, 7 days a week throughout your pregnancy from a nurse who can provide information related to your condition and baby's development. Information and tools to track your pregnancy week by week and prepare for delivery and caring for your baby are also available on [myCigna.com](https://mycigna.com). To enroll, call 1-800-615-2906 as soon as you know you are pregnant.

Cigna Lifestyle Management

Whether your goal is to lose weight, quit tobacco, or lower your stress levels, Cigna Lifestyle Management Programs can help. Each program is easy to use and available at no cost to you, online or over the phone. Call 1-800-244-6224 or visit [myCigna.com](https://mycigna.com) to obtain one-on-one wellness coaching, educational materials, interactive tools, and resources to help you maintain a healthy weight, quit tobacco, or lower your stress levels.

Cigna Healthy Rewards

Provides discounts on healthy products and programs including weight management and nutrition, fitness, mind/body, vision and hearing care, alternative medicine, and healthy lifestyle. Just use your Cigna ID card at the time of service to save.

Visit [myCigna.com](https://mycigna.com) to find doctors and medical services, manage and track claims, access health and wellness tools and resources, complete health assessments, and compare prescription prices, hospitals, and doctors. You can also download the myCigna Mobile app on your iPhone or Android phone.

myCigna Mobile App

Now it's easier for you to take control of your health and health spending.

Cigna One Guide service can help you make smarter, informed choices and get the most from your plan. It's our highest level of support that combines the ease of a powerful app with the personal touch of live service. One Guide personal support, tools and reminders can help you stay healthy and save money.

Your One Guide team is a click away to help you:

Understand your Plan

- ◆ Know your coverage and how it works
- ◆ Get answers to all your health care or plan questions

Get Care

- ◆ Find an in-network doctor, lab or urgent care center
- ◆ Connect to health coaches, pharmacists and more
- ◆ Stay on track with appointments and preventive care
- ◆ Take advantage of dedicated one-on-one support for complex health situations

Save and Earn

- ◆ Maximize your benefits and earn incentives (if provided by your employer)
- ◆ Get cost estimates and service comparisons to avoid surprises

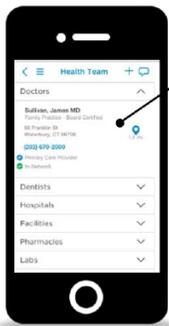
Cigna One Guide

The myCigna app now includes a Cigna One Guide® service upgrade with even more tools and support. The myCigna app still uses information specific to your plan so you can easily:

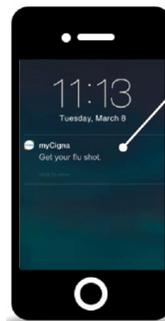
- ◆ Find in-network doctors, labs and hospitals
- ◆ Get cost estimates for care
- ◆ Compare prescription prices
- ◆ Manage and track claims
- ◆ Access your ID cards to print, fax or email

The One Guide service now lets you do so much more.

Start using Cigna One Guide today – by app, chat or phone.
Download the myCignaSM app* or call to talk with your personal guide.
* The downloading and use of the myCigna mobile app is subject to the terms and conditions of the app and the online stores from which it is downloaded. Standard mobile phone carrier and data charges apply.

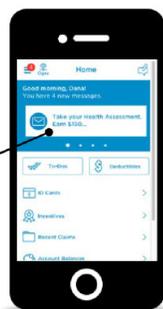


Build your custom health team – a personal list of the in-network doctors, dentists and facilities you use to keep track of their information all in one place.



Get tips and reminders to help you stay on track with appointments and preventive care.

Sign up for messages that can guide you to savings, incentives, coaching opportunities and more.



Access support quickly. You can chat online or by phone with a personal guide who can answer your questions and help you make the most of your plan.

