

Prescription Drugs - Cigna

Your prescription drug coverage is automatic when you enroll in the Cigna medical plans. You can purchase prescription drugs from a retail pharmacy or a mail order pharmacy.

Retail Pharmacy: When you visit a participating pharmacy, you receive up to a 90-day supply after paying the applicable copay amount shown in the table below.

Mail-Order Pharmacy: If you have a prescription that requires ongoing, regular use, you may use the mail order prescription program and receive a 90-day supply of your medicine.

Mail Order Pharmacy

For maintenance prescriptions, the mail order pharmacy offers auto refills and convenience to the member.

Drug Tier	Open Access Plus EPO	Open Access Plus HSA
Annual Deductible	\$100 per individual \$200 per family (applies to Rx only)	\$2,000 per individual \$4,000 per family (applies to Medical and Rx)
Retail Pharmacy (up to 90-day supply)	Copay	
Generic	\$15	\$0
Brand Formulary	\$45	\$45
Brand Non-Formulary	\$75	\$75
Preferred Preventive Drug	\$0	\$0
Mail Order Pharmacy (up to 90-day supply)		
Generic	\$30	\$0
Brand Formulary	\$90	\$90
Brand Non-Formulary	\$150	\$150
Preferred Preventive Drug	\$0	\$0

Note: For each 30-day supply of self-administered injectable drugs, except for insulin, the member is required to pay 50% up to \$100 per covered injectable medication. For each 90-day supply maximum, 50% up to \$200 per covered injectable medication applies.

Preferred Preventive Drug: Health Care Reform identified certain drugs to help individuals with specified medical conditions to avoid or reduce more serious health problems. When your provider writes a prescription meeting certain medical criteria these drugs are available at \$0 copay. View the complete list on myCigna.com. Please check the website regularly as the list is subject to change.

Generic is your lowest copay option. For the lowest out-of-pocket expense, you should consider generic drugs if you and your physician agree that they are appropriate for your treatment.

Brand Formulary is your middle copay option. Use a brand formulary drug if no generic drug is available to treat your condition.

Brand Non-Formulary is your highest copay option. The drugs that are brand non-formulary are usually more expensive. Sometimes there are generic and brand formulary alternatives available. If a generic equivalent is available, you will pay the copay plus the cost difference between the non-preferred brand and the generic drug.

To locate a participating pharmacy or view the most current list of formulary drugs, visit myCigna.com.

Both prescription plans include the following features:

- ◆ Value Formulary – prescription medication used to treat heartburn/stomach acid conditions and allergies fall under the plan exclusions. These are available over-the-counter at the pharmacy without a prescription. Generic Proton Pump Inhibitors and Nasal Sprays will continue to be covered.
- ◆ Step Therapy – it is mandatory to try a less expensive medication before having a more costly one approved.
- ◆ Mandatory Generic – if a generic medication is available, you must take it as opposed to a brand name medication. If you choose to take the brand name medication when a generic is available, you will pay the brand name copay plus the difference in cost between the generic and brand name medication. If the generic is not a viable option your provider can complete the Medication Prior Authorization form (available on mycigna.com) and submit to Cigna for review. Please have the provider fax the form to 1-800-390-9745. Phone requests may be submitted by having the provider call 1-800-244-6224.

Consult with your physician to determine if an approved brand or generic drug is appropriate for your treatment.

Health Savings Account (HSA)

About the CIGNA Open Access Plus Health Savings Account (HSA) Medical Plan

The Cigna Open Access Plus HSA medical plan combines the security of comprehensive health care and access to a broad network of providers at a much lower cost, with a tax-saving Health Savings Account (HSA) for immediate and future health care expenses. Connections Academy will automatically contribute the following annual amounts based on the enrollment tier:

- ◆ Individual Coverage - \$1,000
- ◆ Employee & Spouse - \$1,400
- ◆ Employee & Child or Children - \$1,600
- ◆ Family Coverage - \$2,200

Connections Academy will fund your account quarterly, and the funded amount will be pro-rated based on your date of benefits eligibility. Those contributions are made at the end of January, April, July, and October. If hired mid-year, contributions are pro-rated.

The CIGNA HSA Plan Offers Preventive Care Benefits

The Cigna Open Access Plus HSA plan encourages preventive care just like the Open Access Plus EPO medical plan. For example, the HSA plan pays 100% for eligible preventive care, such as physicals and well child checkups (in-network only).

Your Annual Deductible

With the exception of in-network preventive care (which is covered at 100%), you must first meet your annual deductible before the plan will pay for eligible expenses. If you have employee plus spouse/partner, employee plus child(ren), or family coverage, the family deductible must be met before the plan will pay benefits for any one member. Your deductible also counts toward your out-of-pocket maximum.

Your Out-of-Pocket Maximum

Under the HSA plan, your eligible out-of-pocket expenses include your annual deductible and any amounts you are responsible for after the plan pays benefits (coinsurance and copays). Non-covered expenses, penalties, or charges that exceed Reasonable and Customary limits are excluded from the out-of-pocket maximum. Once you have met your out-of-pocket maximum, the plan will pay for eligible expenses at 100% for the remainder of the year.

About the Health Savings Account

If you enroll in the Cigna Open Access Plus HSA medical plan, you will pay all of your health care expenses (except preventive care) until you meet the deductible. To help you fund your deductible or out-of-pocket expenses, or save for future health care expenses, Connections Academy will fund a portion of your HSA. You may also contribute to a Health Savings Account, or HSA, using pre-tax dollars to fund a part or all of the deductible or even your out-of-pocket maximum.

How the HSA Helps You

Here is how the Health Savings Account helps you save on a pre-tax basis and invest for health care expenses:

- ◆ You decide how much you want to contribute, up to the IRS maximum contributions limit for 2023 (\$3,850 for an individual or \$7,750 for a family, which includes the Connections Academy contribution).
- ◆ You can use the money in your account to be reimbursed for eligible health care expenses (up to the amount in your account when you submit the request), or you can allow the account to accumulate. Your pre-tax contributions and any investment earnings grow on a tax-deferred basis—and withdrawals for reimbursement of qualified medical expenses are free from federal income tax, provided you follow IRS rules.
- ◆ Any unused amount in your HSA will roll over to the next year.
- ◆ If you leave Connections Academy, you take your HSA balance with you.

Health Savings Account (HSA)

How to Set up your HSA

Setting up your Health Savings Account is a simple process.

- ◆ After you enroll in the HSA medical plan, your eligibility is sent to HSA Bank who opens an account in your name. Once the Health Savings Account is opened, HSA Bank will mail you a debit card and information to access your account online.

Rolling Over Your Unused HSA

Depending on your health care needs in a given year, you may or may not use the money in your HSA. If you do not use all of the money in your HSA by the end of the plan year, all of the unused funds will roll over to the following year.

Unlike a Health Care Flexible Spending Account (FSA), your unused HSA funds will roll over from year to year and continue to earn interest on a tax-favored basis.

Other HSA Facts You Need to Know

- ◆ To have an HSA, you must participate in the Open Access Plus HSA medical plan. Employees who enroll in the Open Access Plus EPO medical plan are not eligible to contribute to an HSA.
- ◆ To contribute to an HSA, your only medical coverage must be a high deductible health plan. This means that you may not be enrolled in the HSA medical plan and also be covered as your spouse's dependent in another plan, unless that plan is also a high deductible health plan.
- ◆ You are not eligible if you are entitled to Medicare or can be claimed as a dependent on another individual's tax return.
- ◆ You or your spouse are not eligible to elect a Health Care Flexible Spending Account if you sign up for the HSA medical plan.
- ◆ If you are age 55 or older, you are eligible to make a catch-up contribution for each plan year. For 2023, the catch-up contribution limit is \$1,000.
- ◆ Note that your eligibility for the maximum annual contribution is determined each month. So, if you are eligible for six months, the maximum contribution is one half of the annual amount. If you stop participating or change from family to employee only coverage, you must make sure that your contributions do not exceed the maximum allowed. If they do, the excess amount will be taxable income and a tax penalty will apply.

Expenses that Can Be Reimbursed From an HSA

You may use your HSA to be reimbursed for qualified health care expenses that you incur after your HSA takes effect. Eligible expenses include:

- ◆ Copays, deductibles and coinsurance;
- ◆ Prescription drug expenses;
- ◆ Charges for doctor's visits;
- ◆ Lab tests, X-rays and diagnostic procedures;
- ◆ Other health care expenses for prevention or treatment of illness/injury that are not covered by another source;
- ◆ Dental expenses;
- ◆ Vision expenses.



Health Savings Account (HSA)

How an HSA Works	
Make Elections and Open Bank Account	<ul style="list-style-type: none"> ◆ Elect the Cigna Open Access Plus HSA medical plan ◆ Elect the Health Savings Account and choose your annual pre-tax contribution ◆ Receive a debit card to pay for medical-related expenses
Funds Go In	Connections Academy contributes to your account quarterly; you contribute additional pre-tax amounts through regular payroll deductions.
Funds Go Out	You pay all of your health care expenses (medical and pharmacy); except in-network preventive care services until you meet the deductible. You decide if you want to use your HSA or pay with other resources.
Funds Left Over – Roll Over	Money left in your account is yours to pay for health care in the future. If you leave Connections Academy, you take it with you.

Register on myCigna.com to Take Charge of Your Health Care

Using an HSA wisely means using tools available to help you make better decisions about your health care and help lower your costs. Register on myCigna.com or call Cigna at 1-800-244-6224.

Accident Insurance

Accident Insurance through Cigna provides additional funds to help you manage the out-of-pocket costs you can face as a result of an off-the-job accidental injury. It is designed to supplement your HSA medical insurance and covers a wide range of injuries and qualifying events. Accident benefits can be used to pay for medical plan deductibles and copayments, physical therapy expenses, transportation and lodging.

This benefit is automatically provided to you at no additional cost when you enroll in the Cigna Open Access Plus HSA.



What is Accident Insurance?

Accident Insurance pays you benefits for specific injuries and events resulting from a covered accident. The benefit amounts depend on the type of injury and treatment received. Accident Insurance is a limited benefit policy. It is not health insurance and does not satisfy the requirements of minimum essential coverage under the Affordable Care Act.

What types of benefits are available?

You may qualify to receive benefit payments for items listed below, as long as they are a result of a covered accident. Benefit types and amounts are determined by the plan selected by your employer, the circumstances of your accident and the treatment you receive.

- ◆ Surgery
- ◆ Blood, plasma, platelets
- ◆ Hospital admission or confinement
- ◆ Transportation and/or lodging
- ◆ Medical equipment
- ◆ Physical or occupational therapy
- ◆ Burns or skin grafts
- ◆ Emergency dental work
- ◆ Eye injury
- ◆ Lacerations/sutures
- ◆ Concussion
- ◆ Dislocations and fractures

How can Accident Insurance help?

You can use the benefit payments however you would like. Below are a few examples of how you could use your benefits:

- ◆ Medical deductibles and copays
- ◆ Child care
- ◆ House cleaning
- ◆ Everyday expenses like utilities and groceries

Example:

John works full-time, while raising two energetic children and playing in a summer softball league. While sliding into home plate, he broke his ankle and tore his ACL. Fortunately, this accident didn't break John's bank account—and the family vacation was saved.

Out-of-pocket medical expenses incurred:

- ◆ \$500 - Emergency room copay
- ◆ \$250 - Deductible
- ◆ \$750 - Copay for surgery
- ◆ \$150 - Copay for six (6) physical therapy visits
- ◆ \$1,650 - Total-out-of-pocket expenses
- ◆ **\$3,225 - Total benefit paid under John's accident coverage**

Cigna will remind you to file accident and hospital indemnity claims based on information they receive on your traditional medical claims.

To file a claim for Cigna Accident or Hospital Indemnity Insurance, call 1-800-754-3207 or visit supphealthclaims.com.

Hospital Indemnity Insurance



Hospital Indemnity Insurance through Cigna provides funds to help cover the cost of an expected hospital stay, like a pregnancy, or an unexpected hospital stay, like illness or injury. This insurance is meant to compliment your medical benefits, and the benefit payments can be used however you would like.

What is Hospital Indemnity Insurance?

Hospital Indemnity Insurance pays you a benefit for admittance into a hospital, as well as a benefit for a certain number of days covering your hospital stay. Hospital Indemnity Insurance is a limited benefit policy. It is not health insurance and does not satisfy the requirements of minimum essential coverage under the Affordable Care Act.

What types of benefits are available?

Benefits under the Cigna Hospital Indemnity Insurance plan include:

- ◆ \$1,000 paid upon hospital admission, limited to 1 (one) admission every 365 days
- ◆ \$100 per day for a hospital stay, limited to 30 days every 365 days
- ◆ \$200 per day for an intensive care stay, limited to 30 days every 365 days

How can Hospital Indemnity Insurance help?

You can use the benefit payments however you like. Below are a few examples of how you could use your benefits:

- ◆ Medical deductions and copays
- ◆ Savings
- ◆ Mortgage or rent payments
- ◆ Everyday expenses like gas and groceries

Example:

Tina is pregnant and is admitted to the hospital in labor. She stays in the hospital for 3 days in total. **Her total benefit paid to her under her Hospital Indemnity coverage is \$1,300.**

Payroll Deductions (24 pay periods):

Individual	\$5.93
Individual/Child(ren)	\$10.65
Individual/Adult	\$11.85
Family	\$16.57

Cigna will remind you to file accident and hospital indemnity claims based on information they receive on your traditional medical claims.

To file a claim for Cigna Accident or Hospital Indemnity Insurance, call 1-800-754-3207 or visit suphealthclaims.com.

Medical - Kaiser Permanente

Connections Academy is pleased to offer comprehensive medical coverage through Kaiser Permanente to employees in Georgia and California. **Your benefits, coverages and copay amounts will differ slightly based on the state in which you live.** Please reference the Virtual Library for your state's specific plan document which shows the plan design for your state. The HMO Signature plan provides In-Network coverage only at Kaiser Medical Centers (there is no benefit if you see a nonparticipating provider). Preventive services are covered at 100% under the plans and you must select a PCP upon enrollment. Referrals are required when seeking care from a Specialist.

Plan Features	HMO - Signature - Georgia In-Network	HMO - Signature - California In-Network
Annual Deductible The dollar amount you pay before the plan pays unless otherwise noted.	\$750 for individuals \$1,500 per family (applies to medical only)	\$750 for individuals \$1,500 per family (applies to medical only)
Annual Out-of-Pocket Maximum Limits the annual amount you incur for covered services. Includes copays, coinsurance and deductibles.	\$3,000 per individual \$6,000 per family	\$3,000 per individual \$6,000 per family
Referrals Required for PCP & Specialist	Yes	Yes
Preventive Services Well Child Care (under age 17) Immunizations (under age 17) Adult Physical Exam Mammograms, PAP and PSA	No charge; No deductible	No charge; No deductible
Office Visits, Labs & Tests		
Office Visits for Illness (PCP)	\$20 copay; No deductible	\$25 copay; No deductible
Office Visits for Illness (Specialist)	\$30 copay; No deductible	\$25 copay; No deductible
X-rays and Lab Tests	\$20 copay; No deductible	\$10 copay; No deductible
Allergy Treatment	\$20 copay PCP; \$30 Spec; No deductible	\$25 copay; No deductible
Allergy Shots	\$20 copay PCP; \$30 Spec; No deductible	\$25 copay; No deductible
Allergy Serum (dispensed by the physician in the office)	\$20 copay PCP; \$30 Spec; No deductible	No charge; No deductible
Acupuncture	\$20 copay; No deductible	\$25 copay; No deductible
Physician, Speech & Occupational Therapy	\$30 copay; No deductible	\$25 copay; No deductible
Chiropractic Care	\$30 copay; No deductible	\$25 copay; No deductible

Register at kp.org

Register online for access to test results, refill prescriptions, email your doctor, schedule appointments, manage your coverage and costs plus much more. Click on "Choose your region" at the top right hand corner and select your specific region for where you live. This will provide you with your specific plan and benefits information. You can search for participating doctors and center locations plus get information on Health & Wellness benefits offered by your plan.

Medical - Kaiser Permanente

Plan Features	HMO - Signature - Georgia In-Network	HMO - Signature - California In-Network
Emergency & Urgent Care		
Urgent Care Center	\$30 copay; No deductible	\$25 copay; No deductible
Hospital Emergency Room (copay waived if admitted)	\$100 copay; No deductible	20% after deductible
Hospital Services		
Inpatient	20% after deductible	20% after deductible
Outpatient	20% after deductible	20% after deductible
Mental Health & Substance Abuse		
Inpatient	20% after deductible	20% after deductible
Outpatient - Physician's Office	\$20 copay; No deductible	\$25 copay; No deductible
Outpatient - Facility	20% after deductible	20% after deductible
Maternity		
Initial Visit	No charge; No deductible	No charge; No deductible
Global Maternity Fee (All subsequent Prenatal Visits, Postnatal Visits, and Physician's Delivery Charges)	No charge; No deductible	No charge; No deductible
Delivery - Facility	20% after deductible	20% after deductible

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 Kaiser's Away from Home Travel Line at 1-951-268-3900 to speak to a medical assistance coordinator who will arrange proper medical care. Available in all areas, 24 hours per day (closed on major holidays).

Appointments and Advice Line

The Appointments and Advice Line is available when you can't get in touch with your physician (7 days per week, 8 a.m. to 8 p.m.). Please check the website for the appropriate number in your state at kp.org and click on Member Assistance under Member Support at the bottom of the webpage.

24 Hour Advice Nurse

Call Kaiser's Advice Nurse Line at 1-800-813-2000 when you need help or advice—24 hours a day, 7 days a week.

Medical - Kaiser Permanente

Kaiser - Simple steps to connect with your health

Start managing your health online on your time

With Kaiser Permanente, kp.org is your connection to great health and great care. Once you register, you'll have easy access to time-saving tools and resources that help you stay on top of your health and keep you feeling great.

Manage your health anytime, from anywhere

Sign on anytime to:

- ◆ View most lab test results.
- ◆ Refill most prescriptions.
- ◆ Email your doctor's office with non-urgent questions.
- ◆ Schedule and cancel routine appointments.
- ◆ Print vaccination records for school, sports, and camp.
- ◆ Use tools to help you manage your coverage and costs
- ◆ Manage a family member's health care.

Even if you don't need care right away, register today and explore our tools so you can use them as soon as you need them.

Registering is very easy

Go to kp.org/registernow from a computer (not a mobile device) and follow the sign-on instructions. You'll need your medical record number/health record number, which you can find on your Kaiser Permanente ID card.

Download the Kaiser Permanente mobile app

Once you've registered, you can download the Kaiser Permanente mobile app to your smartphone to access these tools on the go:

1. From your smartphone, go to your preferred app site.
2. Search for the Kaiser Permanente app, then download it for your smartphone.
3. Use your kp.org user ID and password to activate the app, and you'll be ready to go!

Medical - Kaiser Permanente

Kaiser Health & Wellness Resources



Mental Health and Wellness

Members with mental, emotional, and addiction issues can access a range of care options. If you need treatment, we'll create a plan together based on your needs, challenges, and goals.



Maternity Care

With highly trained doctors and midwives, family birth rooms, and support for breastfeeding and bonding, we have everything you need to give your baby a healthy start.



Life Care Planning

Learn how to express and document your wishes concerning medical treatments at the end of life, so your loved ones can help you get the care you want.



Live Healthy

Should you cut carbs or fill up on fiber? Better off walking or lifting weights? You want to live healthier, but you aren't sure where to begin. Start right here! Let our collection of practical tools, tips, and information be your guide.

- ◆ Health Guides, Videos and Podcasts, Tools and Calculators



Drugs and Natural Medicines

Will the pills my doctor prescribed change the way I feel? Can taking B vitamins boost my energy level? Learn about prescription and over the counter drugs and supplements including how they work, possible side effects, and more.

- ◆ Drug Encyclopedia, Natural Medicines Database, Formulary



Conditions and Diseases

Get physician-approved articles on the common cold, rare conditions, and the many health concerns that are in between.

- ◆ Health Encyclopedia, Health Guide



Programs and Classes

The advantages of being a Kaiser member start now. Get online programs, special rates, and classes offered at our medical centers to help you live healthier.

- ◆ Classes, Coaching, and More
- ◆ Total Health Assessment
- ◆ Make Smart Choices
- ◆ Manage Ongoing Conditions
- ◆ Special Rates for Members
- ◆ Community Support

Prescription Drugs - Kaiser Permanente

Your prescription drug coverage is automatic when you enroll in the Kaiser medical plan. You can purchase prescription drugs from a Kaiser Medical Center Pharmacy or a Mail Order Pharmacy.

Kaiser Medical Center Pharmacy

When you visit a Kaiser Medical Center Pharmacy, you receive up to a 30-day supply after paying the applicable copay amount shown in the table below. A 90-day supply is also available at two (2) times the copay amount.

Mail Order Pharmacy

If you have a prescription that requires ongoing, regular use, you may use the mail order prescription program and receive a 30-day supply after paying the applicable copay shown in the table below. A 90-day supply is also available at two times the copay amount.

Drug Tier	HMO - Signature - Georgia	HMO - Signature - California
Annual Deductible	None	None
Kaiser Medical Center Pharmacy Copay		
	30-day supply	30-day supply
Generic	\$15	\$10
Brand Formulary	\$25	\$30
Brand Non-Formulary	\$40	20% up to \$250
Mail Order Pharmacy Copay		
	90-day supply	90-day supply
Generic	\$30	\$20
Brand Formulary	\$50	\$60
Brand Non-Formulary	\$80	20% up to \$250

Preferred Preventive Drug

Health Care Reform identified certain drugs to help individuals with specified medical conditions to avoid or reduce more serious health problems. When your provider writes a prescription meeting certain medical criteria these drugs are available at \$0 copay. View the complete list on kp.org. Please check the website regularly as the list is subject to change.

Generic

Generic is your lowest copay option. For the lowest out-of-pocket expense, you should consider generic drugs if you and your physician agree that they are appropriate for your treatment.

Brand Formulary

Brand Formulary is your middle copay option. Use a Brand Formulary drug if no Generic drug is available to treat your condition.

Brand Non-Formulary

Brand Non-Formulary is your highest copay option. The drugs that are Brand Non-Formulary are usually more expensive. Sometimes there are Generic and Brand Formulary alternatives available.

Getting an exception to the Formulary

Prescription drugs not listed on the Formulary, known as Non-Formulary drugs, are available at a higher cost. If your doctor decides that a Non-Formulary drug is necessary for your care, your doctor can request an exception for that drug. With an exception, the drug will be covered under your prescription drug benefit. Without an exception, you'll be charged the full retail price for that drug. The most effective way to get an exception to the Formulary is to send a secure email to your doctor. You can also contact the Member Services number for your specific state.

To locate a participating pharmacy or view the most current list of formulary drugs, visit kp.org.

Dental - Cigna

Your dental coverage is provided by Cigna and includes benefits for services rendered by any dentist, including diagnostic and preventive care, basic and major restorative services, as well as orthodontic services.

The program allows you the freedom to visit any licensed dentist, including dentists from the Cigna Advantage and DPPO networks. Within the Cigna Total DPPO network, there are dentists who are designated as “Cigna DPPO Advantage” dentists. By choosing a dentist with this network designation, you may be able to reduce your out-of-pocket costs and maximize your annual benefits. You will incur higher out-of-pocket costs when visiting a Cigna DPPO dentist; however DPPO dentists may not balance bill above Cigna’s approved amount. If you chose to see a non-Cigna provider (out-of-network); you run the risk of being balance billed. You can find DPPO Advantage dentists by searching our network directory, and you can compare out-of-pocket costs for dentists when you search on myCigna.com.

Cigna Dental Oral Health Integration Program

The Cigna Dental Oral Health Integration Program reimburses out-of-pocket costs for specific dental services used to treat or help prevent gum disease and tooth decay. This program is available for members enrolled in a Cigna dental plan with a medical condition that may be impacted by dental care including Diabetes, Heart disease, Pregnancy, Stroke, Organ transplants, Chronic kidney disease, Head and neck cancer radiation

This program is available at no cost, however, you must be enrolled in the Connections Academy Dental plan to qualify for reimbursement! To receive reimbursement for covered dental services, fill out the registration form found online at myCigna.com and mail in your completed form to Cigna at the address listed on the form. Visit your dentist and pay your usual copay or coinsurance amount for the covered service. Cigna will send you your reimbursement within 30 days. For questions, or to find out if you qualify, call Cigna at 1-800-244-6224. For additional information you can review the [Cigna Dental Oral Health Integration Program brochure](#).

Plan Features	DPPO		DHMO
	In-Network You Pay	Out-of-Network You Pay	In-Network
Deductible			
Individual	\$50	\$50	\$0
Family	\$150	\$150	\$0
Coinsurance for Services			
Class I - Preventive (Deductible waived)	No charge	No charge	Fee Schedule
Class II - Basic	10%	20%	
Class III - Major Surgical	10%	20%	
Class IV - Major Restorative	40%	50%	
Orthodontia Services		Children to age 26	Adults & Children
Coinsurance for Orthodontic Services	40%	40%	Fee Schedule
	DPPO Plan Payment Maximums		DHMO Plan Payment Maximums
Class I - IV Services	\$2,000 annually per person		No Maximum
Orthodontia	\$1,500 lifetime per person		No Maximum

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.

* Cigna DPPO network providers may not balance bill above Cigna’s approved amounts.

Vision - VSP

Vision

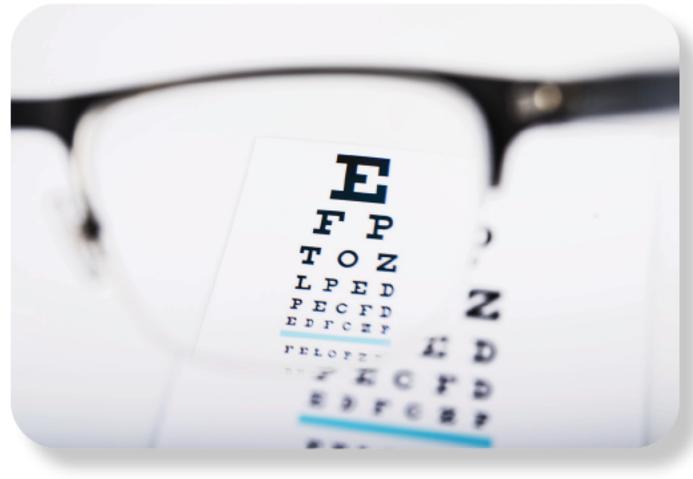
Your vision coverage includes a full range of vision care services provided through a network of preferred vision providers, the Vision Service Plan (VSP) vision network. You may receive care from any provider you wish, but your benefits are greater when you see a participating provider.

Finding a VSP Provider

To locate a participating provider, call VSP at 1-800-877-7195 or search online at vsp.com.

How to use your Vision benefits

When you use a VSP provider, you are responsible for a copay at the time of service. Your provider will file any claims for you and be reimbursed for allowable charges directly from VSP. If you use a non-VSP provider, you pay all expenses at the time of service. VSP does not issue ID cards, but you can request a print-on-demand card at vsp.com.



The table below summarizes your coverage under the vision plan:

Covered Services	In-Network	Out-of-Network
Comprehensive Eye Exam (every 12 months)	\$10 copay	Reimbursed up to \$52
Materials Copay	\$25 copay	n/a
Frames (every 12 months)	\$130 Allowance; plus 20% off remaining costs	Reimbursed up to \$70
Lenses (every 12 months)	Covered in full	Reimbursed up to \$55 to \$125 depending on lens type
Contact Lenses (in lieu of glasses) - Cosmetic (every 12 months)	\$130 allowance; plus 15% off remaining costs (includes fitting and evaluation)	Reimbursed up to \$105
Laser Vision Correction (in lieu of all other services for the benefit year)	Average 15-20% off or 5% off a promotional offer	

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.

If you would like a vision insurance card, you can print one online by visiting vsp.com

Flexible Spending Accounts - Optum Financial (formerly ConnectYourCare)

Flexible Spending Accounts (FSAs) allow you to set aside pre-tax dollars to pay for eligible health care and dependent care expenses. There are two types of FSAs: Health Care and Dependent Care. You may elect to participate in one or both of these accounts. Both FSA plans are administered by Optum Financial (formerly ConnectYourCare).

Contributing to a **Health Care Flexible Spending Account** can help you budget for health care expenses, such as copays for physician's office visits, vision or dental costs and prescription drug copays.

Contributing to a **Dependent Care Flexible Spending Account** allows you to pay dependent care expenses so you and your spouse can work or attend school full-time.

You must enroll each calendar year. IRS regulations require that you enroll in the FSA each calendar year in order to contribute pre-tax dollars for the coming plan year. Your elections will NOT automatically carry over from year-to-year.

Here's how it works:

- ◆ Choose a specific amount of money to contribute each calendar year, pre-tax, to one or both accounts.
- ◆ This amount is divided by the remaining pays in the calendar year (for new hires) or divided among all the pays of the year (if elected during open enrollment), and is deducted from each paycheck on a pre-tax basis
- ◆ As you incur eligible expenses, you may use your debit card to pay at the point of service or submit the appropriate paperwork to be reimbursed by the plan
- ◆ Requests for reimbursement may be submitted online via your Optum Financial account at www.optum.com/financial-services or via the Mobile App, available for Apple and Android devices
- ◆ Your entire Health Care Flexible Spending Account election is available on the first day of the plan year. Your Dependent Care Flexible Spending Account election is available as the funds are deducted from your paycheck.

FSA Rules

In return for the tax advantages, the IRS has strict rules:

- ◆ You cannot stop or change the amount you contribute to either account until the next plan year, unless you have a qualified life status change (see Qualified Life Status Changes on page 7)
- ◆ Transfers of money from one account to another are not allowed
- ◆ Any money left in a Dependent Care Flexible Spending Account at the end of the plan year (December 31) will be forfeited
- ◆ Up to \$610 of unused funds left in a Health Care Flexible Spending Account at the end of the plan year (December 31) may be carried over into the following plan year
- ◆ If you terminate employment, only expenses incurred before you terminate are eligible for reimbursement

FSA Store

The FSA Store is used to help spend down money in your FSA account. This website allows you to purchase items covered under the Medical FSA by using your FSA dollars. For more information visit fsastore.com.

FSA Academy

The FSA Academy provides educational videos, resources and tools for you to use to make the most of your FSA account. For more information visit connectyourcare.com/resources/connectyourcare-academy-series/.

You are not eligible to participate in the Medical FSA plan if you are enrolled in the Medical HSA program

Flexible Spending Accounts - Optum Financial (formerly ConnectYourCare)

Health Care Flexible Spending Account

When you participate in the Health Care Flexible Spending Account, you can use the money you set aside (up to \$3,050 annually) to pay yourself back for eligible health care expenses for you and your family that are not reimbursed by any health care plan.

When you enroll in the Health Care Flexible Spending Account, you will be provided with a debit card that allows you to charge eligible expenses directly to the card instead of having to submit for reimbursement. If you use the debit card, you are still required to save receipts, which may be requested. The debit card will be mailed to your home in a plain white envelope.

Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account allows you to save money on expenses for the care of your child or other eligible dependents so that you and your spouse (if you are married) can work, look for work or attend school full-time. You can elect up to \$5,000 in a Dependent Care FSA annually (\$2,500 if you are married and file a separate tax return).

For purposes of this plan, your eligible dependents are your children under age 13 who qualify as dependents on your federal income tax return, or your children of any age who are physically or mentally unable to care for themselves and who qualify as your dependents. Other individuals may qualify if they are incapable of self-care and are considered your taxable dependent.

How do I submit claims?

Reimbursements are made based on the date the service is rendered. Therefore, if you prepay expenses, you will not receive a reimbursement until the service date has passed (assuming you are participating in the plan and eligible to receive a reimbursement at that time). You can only submit eligible out-of-pocket expenses for services incurred during the calendar year in which you are enrolled. You have up to 90 days after the end of the plan year to submit for eligible expenses incurred during the plan year.

Claim forms can be found on the Virtual Library. After your claim has been reviewed and approved, reimbursements are mailed directly to your home address or through direct deposit. Reimbursements are processed semi-monthly.



FSA Tips:

- ◆ Use It or Lose It – carefully estimate your expenses so that you use the funds in your account by the end of the year.
- ◆ Keep all receipts.

Flexible Spending Accounts - Optum Financial (formerly ConnectYourCare)

Health Care Flexible Spending Account

Eligible Expenses

- ◆ Acupuncture
- ◆ Birth Control Drugs
- ◆ Chiropractor Services
- ◆ Dental coinsurance, copayments, and deductibles
- ◆ Medical coinsurance, copayments, and deductibles
- ◆ Vision coinsurance, copayments, and deductibles
- ◆ Contact Lenses, Equipment, and Materials
- ◆ Durable Medical Equipment
- ◆ Eye Examinations
- ◆ Flu Shots
- ◆ Insulin
- ◆ Lab Fees
- ◆ LASIK
- ◆ Certain over-the-counter drugs and medications without a doctor's prescription
- ◆ Physical Therapy
- ◆ Reading Glasses
- ◆ Transplants
- ◆ Vaccines
- ◆ X-rays

Ineligible Expenses

- ◆ Cosmetic Prescriptions
- ◆ Deodorant
- ◆ Diet Foods
- ◆ Face Creams and Moisturizers
- ◆ Hair Removal and Transplants
- ◆ Lip Balm
- ◆ Over-the-counter Medicines (without a prescription)
- ◆ Premiums
- ◆ Prescription Drugs imported from another country
- ◆ Safety Glasses
- ◆ Shaving Cream
- ◆ Sunglasses (non-prescription)
- ◆ Tanning Salons
- ◆ Teeth Whitening
- ◆ Vision Discount Programs

Dependent Care Flexible Spending Account

Eligible Expenses

- ◆ Before-school and after-school care
- ◆ Expenses for preschool/nursery school
- ◆ Extended day programs
- ◆ Au pair services (amounts paid for the actual care of the dependent)
- ◆ Baby sitter (in or out of the home)
- ◆ Nanny services (amounts paid for the actual care of the dependent)
- ◆ Summer day camp for your qualifying child under the age of 13
- ◆ Elder day care for a qualifying individual

Ineligible Expenses

- ◆ Amounts paid to your spouse, your child under age 19, a parent of your child who is not your spouse or an individual for whom you or your spouse is entitled to a personal tax exemption as a dependent
- ◆ Expenses related to a disabled spouse or tax dependent living outside your household
- ◆ Educational expenses
- ◆ Tuition for kindergarten and above
- ◆ Food expenses (unless inseparable from care)
- ◆ Incidental expenses (such as extra charges for supplies, special events, or activities unless inseparable from care)
- ◆ Overnight camp



Mobile App

- ◆ Available for Apple or Android phone or tablet
- ◆ View Health Care or Dependent Care Flexible Spending Account balances
- ◆ Submit requests for reimbursement or substantiation via phone camera
- ◆ Obtain plan information, eligibility dates, and transaction history

Need Help?

Call Optum Financial Customer Care at
1-877-292-4040.

Life and Accidental Death & Dismemberment (AD&D) Insurance

Company-paid Employee Coverage

Life and AD&D insurance help protect your family from a sudden loss of income in the event of your death or accidental dismemberment. Connections Academy pays the full cost for basic coverage. Full-time employees receive a benefit equal to two times annual base salary (rounded up to the nearest \$1,000) up to a maximum benefit of \$1,000,000. An additional benefit of two times annual base salary is payable in the event of accidental death up to a maximum benefit of \$500,000.

Supplemental Coverage for you or your Dependents

For you: You may purchase additional Life and/or AD&D insurance in the amount of \$50,000, \$100,000, \$150,000 or \$200,000 with full guarantee issue.

For your dependents: If you purchase Employee Supplemental Life Insurance, you are also eligible to purchase additional life insurance for your spouse and for your dependent children up to age 26.

You may purchase supplemental life and/or AD&D insurance for your spouse in the amount of \$50,000 with full guarantee issue.

You may purchase supplemental life insurance and/or AD&D for your children in the amount of \$10,000 per child with full guarantee issue.

Evidence of Insurability is not required during this “special enrollment period” or at the time of hire (as long as you enroll within 31 days of your eligibility date).

Evidence of Insurability will be required if you decide to enroll mid-year and have not experienced a qualified life event.

Don't forget to designate a beneficiary

You will need to make your beneficiary designations when you enroll. You are automatically designated as the beneficiary for spouse and dependent life insurance.

Life and Accidental Death & Dismemberment (AD&D) Insurance

Cost for Life and AD&D Insurance

Supplemental Term Life Insurance

The cost for you and your spouse are calculated based on your age as of January 1 and amounts of coverage elected.

Formula to calculate monthly premium:

Step 1: Take the coverage amount and divide by \$10,000

Step 2: Go to the rate table and find the rate that corresponds with your age.

Step 3: Multiply the rate by the result in Step 1. This will equal your Monthly Premium

Example: An employee who is 35 years old and wants to purchase a flat \$100,000 in life insurance.

Step 1: $\$100,000 / \$10,000 = \$10$

Step 2: 35 years old = \$1.40

Step 3: $\$1.40 \times \$10 = \$14$ per month or \$7 over 24 pay periods

The cost for children is \$0.20 per \$1,000 of coverage.

Age	Monthly Rates per \$10,000	
	Employee	Spouse
<20	\$0.60	\$0.60
20-24	\$0.60	\$0.60
25-29	\$0.60	\$0.60
30-34	\$1.10	\$1.10
35-39	\$1.40	\$1.40
40-44	\$1.80	\$1.80
45-49	\$2.60	\$2.60
50-54	\$4.70	\$4.70
55-59	\$7.80	\$7.80
60-64	\$11.80	\$11.80
65-69	\$17.10	\$17.10
70+	\$30.20	n/a

Supplemental AD&D Insurance

Coverage	Monthly Rates per \$10,000
Employee Only	\$0.14
Spouse	\$0.14
Child	\$0.14

In order to elect supplemental Life or AD&D coverage for your dependents you must elect it for yourself.

Additional Benefits through New York Life

As a participant in the New York Life life insurance benefit, you are automatically provided with the following benefits at no cost to you.

NYL GBS Employee Assistance & Wellness Support Program

Our Employee Assistance & Wellness Support program, provided through NYL GBS, provides professional confidential counseling visits as well as referrals and other information at no additional cost to you.

This program includes unlimited telephonic counseling consultations and three (3) face-to-face counseling sessions per issue per year. In addition, we offer mental health coaching which provides five (5) well-being coaching sessions via telephone or web. These services also extend to members of your household, and are available 24/7.

Call for Advice or Referrals

In addition to behavioral health services, you may call for advice or a referral to a service in your community on topics such as:

- ◆ **Legal Consultation** – receive one free 30-minute consultation and up to a 25% discount on select fees.
- ◆ **Parenting** – receive guidance on child development, sibling rivalry, separation anxiety and much more.
- ◆ **Senior Care** – learn more about challenges and solutions associated with caring for an aging loved one.
- ◆ **Child Care** – whether you need care all day or just before or after school, find a place that's right for your family.
- ◆ **Pet Care** – from grooming to boarding to veterinary services, find what you need to care for your pet.

Get the help you need by calling toll-free 1-800-344-9752 or go online at guidanceresources.com (Web ID: NYLGBS).

Advanced Planning

Get resources and tools to help you plan and learn more about:

- ◆ Will preparation
- ◆ Estate preparation
- ◆ Funeral planning

Create legal documents online, including:

- ◆ Last will and testament
- ◆ Living will
- ◆ Financial power of attorney
- ◆ Power of attorney for health care
- ◆ Medical treatment authorization for minors

We offer two ways to plan for your family's future and financial well-being at zero or minimal cost:

Call 1-800-344-9752, 24 hours a day/7 days a week to speak with a representative. All you'll need to provide is your name, city, state, zip code and the name of your employer or plan sponsor.

You can also visit guidanceresources.com (Web ID: NYLGBS) for more information, or to register and access online tools and educational resources and create legal documents.

Disability Coverage

Connections Academy provides short- and long-term disability coverage at no cost to full-time employees. Coverage is provided through New York Life.

Group Short-Term Disability

The Short-Term Disability (STD) plan replaces a portion of your income if a medical condition or injury forces you to be out of work for a short period of time (up to 26 weeks). The STD Plan provides you with a weekly benefit on the eighth day after a disabling sickness or injury prevents you from returning to work.

Full-time employees receive up to 26 weeks based on the schedule below:

First Week	Use Available Sick Time
Next 13 Weeks	100% Earnings
Remaining 12 Weeks	66.67% of Earnings

You must use any available sick time for the first five working days to continue your salary. If you do not have any remaining sick time, these days will be taken without pay. STD benefits are taxed as ordinary income. State mandated disability benefits coordinate with the company plan.

Group Long-Term Disability

Long-Term Disability (LTD) benefits provide protection in the event of an extended illness or injury. LTD benefits begin on the 181st day of disability or at the end of your short-term disability benefit period. The benefit is 50% of your monthly base salary, up to a maximum benefit of \$10,000 per month. Benefits may be payable up to age 65, or in some cases longer provided that you remain disabled and under a physician's care. LTD benefits are not taxed as ordinary income. LTD benefits under the plan are reduced by the amount of disability benefits you receive from other sources, such as Worker's Compensation, Social Security or other government disability benefits.



Disability Coverage

Other Income Benefits may reduce your Disability Benefits

While you are disabled, you may be eligible to receive benefits from other income sources. Any benefit amounts you or your dependents receive from the following income sources may be deducted from the Disability Benefits payable to you. Please refer to the Disability Certificates of Coverage for further details regarding other income sources which may reduce your disability benefit.

1. Local, state, provincial, or federal government disability or retirement plans or laws, including the state disability plans
2. Canada and Quebec Pension Plans
3. Railroad Retirement Act
4. Social Security disability or retirement benefits
5. Retirement plan benefits funded by your Employer
6. Proceeds payable under any franchise or group insurance or similar plan that applies to the same claim for Disability
7. Amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable
8. Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law
9. Wages or salary for work performed
10. Sick leave or salary continuation plan of your Employer

Pre-Existing Conditions

A pre-existing condition is a sickness or an injury for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the three months prior to your effective date of coverage. If you suffer from a disability caused by, contributed to, or resulting from a pre-existing condition and it begins in the first six months after your effective date, that disability would not be covered by the Long-Term Disability policy. The Pre-Existing Condition Limitation will not apply after a continuous period of six months for which you do not receive medical advice or treatment in connection with your pre-existing condition (sickness or injury) or once you have been covered under the policy for a period of twelve months from the effective date of your coverage. The Pre-Existing Condition Limitation will apply to any added benefits or increases in benefits.

Please review your insurance certificate to understand this provision and how it applies to you.



Leave Policies

Bonding Leave

Full-time employees who have been employed for one year and have worked at least 1,250 hours over the 12 months preceding the requested leave are eligible for Bonding Leave. Both mothers and fathers who welcome a child through birth, adoption or fostering will be eligible for four (4) weeks of paid bonding leave. You must be FMLA eligible in order to qualify for this benefit.

Additional details are available at the Benefits Site: hrc-connectionsacademy.com/employee-benefits.html.

Serious Illness Leave (SIL)

Full-time employees who have been employed for one year and have worked at least 1,250 hours over the 12 months preceding the requested leave are eligible for Serious Illness Leave. Full-time employees receive four (4) weeks of leave during a 12-month period. You must be FMLA eligible in order to qualify for this benefit. You will need to complete the Department of Labor FMLA form in order to be approved. Leave may be taken in one day increments.

Additional details are available at the Benefits Site: hrc-connectionsacademy.com/employee-benefits.html.



Retirement Plans

401(k)

The 401(k) Retirement Savings Plan allows eligible employees to plan for their long-term financial future. Full-time and part-time employees are eligible to participate in the plan on the first of the month following 60 days of employment and changes can be made at anytime by visiting the American Funds website at myretirement.americanfunds.com. Within a few weeks of your eligibility, you will receive a personalized enrollment kit directly from American Funds, our 401(k) Plan administrator.

If you enroll in the plan, you can contribute a portion of your eligible compensation. The plan offers both pre-tax and Roth options.

Company Match

Connections Academy also contributes a company match equal to 100% of the first 3% of eligible earnings, plus 50% of the next 3% of eligible earnings. Provided that you have made a significant contribution to the plan.

Vesting

You are always 100% vested in your contributions and their associated earnings. You are also 100% vested in the company match immediately. You can allocate your contributions among a variety of mutual funds depending on your needs and risk tolerance.

Investing

As a participant in the 401(k) Plan, you may invest your money in a wide variety of funds. These investments can range from conservative to more aggressive growth funds. You can change your investment mix at any time. UBS offers assistance if you are interested in learning more about your investment options. Contact information for UBS is on the Contacts Page of this booklet.

This is a very brief description of the 401(k) Retirement Plan. A Summary Plan Description is available to you that outlines your rights and features of the plan and is available on the Virtual Library. You are encouraged to read this summary or contact the Benefits Team for more details.

State Retirement Program

Employees in some states participate in a state retirement system, which requires employees to contribute a portion of their pay pre-tax. In addition, Connections Academy makes a match to the retirement plan according to state guidelines.

For information on those benefits, please visit the Virtual Library for details.



Tuition Reimbursement Program

Connections Academy assists its employees who wish to continue their education in order to further their careers within Connections Academy. The Tuition Program has been designed just for this purpose. The following is a brief outline of the program details. Please reference the guidelines in the Virtual Library for instructions to apply for the program and for more details.

Tuition Reimbursement Program

This program reimburses an employee for 100% of the tuition cost of qualifying courses up to \$5,250 per calendar year (January-December), pending successful completion of each course with a “C” or better, or “Pass” for a pass/fail course at an accredited college/university listed on the Federal School Code List. The maximum benefit allowed per calendar year will be calculated based upon the year in which the course payment or reimbursement is made. The Tuition Assistance Guidelines & Instructions can be found on the Virtual Library.

How To Apply For the Tuition Reimbursement

Employees must submit a request for tuition reimbursement by submitting a request via **Tuition Manager**. To ensure your request is pre-approved, please submit your request at least 10 days prior to the course start date. Failure to submit your request prior to the course start date may result in a denial of your request under program guidelines.

Eligibility

An eligible employee is one who is a regular, full-time or Term of Project (TOP) employee when the class begins.

An employee cannot be:

- ◆ On a performance improvement plan at the time of application
- ◆ An employee with a rating below satisfactory, or the equivalent



Additional Programs



Travel Assistance

You and your family members are automatically covered under New York Life's Group Benefit Solutions (NYL GBS) (formerly Cigna) Secure Travel assistance program. This program provides emergency medical and travel services, as well as helpful pre-trip planning assistance, when traveling 100 miles or more from home on company business or vacation. The company pays the full cost for this coverage, which includes assistance with the following:

- ◆ Emergency medical evacuation assistance
- ◆ 24-hour multilingual assistance
- ◆ Pre-trip planning services, including foreign travel assistance
- ◆ Medical and legal referrals
- ◆ Prescription refill services
- ◆ Assistance with lost or stolen items
- ◆ Translation and interpretation services
- ◆ Emergency travel services
- ◆ Transportation of remains



Identity Theft Program

You and your family members are automatically covered under New York Life's Group Benefit Solutions (NYL GBS) (formerly Cigna) Identity Theft Program. To help you work through critical identity theft issues you may encounter, this program provides the following:

- ◆ Review of credit information to determine if an identity theft has occurred
- ◆ Identity theft resolution kit
- ◆ Help with reporting of identity theft
- ◆ Assistance with placing a fraud alert on credit reports
- ◆ Canceling of lost or stolen credit cards
- ◆ Assistance with credit and charge card replacement
- ◆ Access to free credit reports
- ◆ \$1,000 cash advance to cover financial shortages if needed*

** provided with confirmation of reimbursement and if traveling more than 100 miles from home*



Business Travel Accident

Business Travel Accident provided through Cigna pays a benefit should a serious injury or death occur while traveling on business. All full-time employees are covered.

For more information, please email the Benefits Team at {YourSchoolAcronym}HR@pearson.com.

Financial Aid for Adoption

Connections Academy will reimburse all eligible expenses per adopted or surrogate child for full time employees up to a maximum of \$10,000. Financial aid for the purpose of adoptions and surrogacy may be considered taxable income to the employee and subject to federal, state and local income tax withholding, FICA and other appropriate withholding.

To be eligible for reimbursement:

- ◆ Adopted children must be under the age of 18
- ◆ Regular full time employees must have at least 6 months of service with the company
- ◆ Employees will be eligible for financial aid after the adoption is finalized
 - » When children are adopted through an agency or privately, adoption is finalized when a child is placed in the home of the employee and the employee submits adoption placement agreement forms that identify them as an adoptive parent and state that they assume financial and medical responsibility for the child whose name and birth date appear on the document.
- ◆ Employees must make a request for reimbursement within one year of the final adoption date



Expenses considered for reimbursement include:

- ◆ Adoption agency fees (includes application and placement charges, home and completion study fees, and foster care fees)
- ◆ Legal fees (includes retainer fees, court and docket fees)
- ◆ Health Costs (includes maternity related expenses for the birth and surrogate mother)
- ◆ Children of Foreign Origin (includes immigration expenses for the child, State Department processing fees, and court fees)

To apply for financial aid for adoption, see the forms available on the Virtual Library:

- ◆ Guidelines
- ◆ Request Form

COBRA

Very important notice regarding continuation coverage rights for health plan participants

On April 7, 1986, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was signed into law (Public Law 99-272, Title X). Under COBRA, most employers sponsoring group health plans must offer covered employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the COBRA law. Both you and your spouse should take the time to read this notice carefully.

If you are an employee of Connections Academy covered by Connections Academy’s group health plan, you have a right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of an employee covered by Connections Academy’s group health plan you have a right to choose this continuation coverage for yourself if you lose group health coverage under the plan for any of the following reasons:

1. The death of your spouse;
2. Termination of your spouse’s employment or reduction in your spouse’s hours of employment;
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes entitled to (i.e. covered by) Medicare.

In the case of a dependent child of an employee covered by Connections Academy’s group health plan, the child has the right to continuation coverage if group health coverage under the plan is lost for any of the following reasons:

1. The death of a parent;
2. Termination of a parent’s employment or reduction of a parent’s hours of employment with Connections Academy;
3. Parents’ divorce or legal separation;
4. A parent becomes entitled to (i.e. covered by) Medicare; or
5. The dependent ceases to be a “dependent child” under the plan.

Each individual who is covered under Connections Academy’s group health plan at the time of the qualifying event has an independent right to elect continuation coverage. These individuals are called COBRA Qualified Beneficiaries. The definition of a COBRA Qualified Beneficiary also includes a child who is born to or placed for adoption with an individual who is already receiving COBRA coverage.

Under COBRA the covered employee or a family member has the responsibility to inform Connections Academy of a divorce, legal separation, or a child losing dependent status under the plan. Such notice must be made within 60 days of the event or the date on which coverage would be lost because of the event. Connections Academy has the responsibility to notify the Plan Administrator of the employee’s death, termination of employment or reduction in hours, or entitlement to Medicare.

Health care continuation rights also are available to covered retirees, their spouses, and widows or widowers of covered retirees; if they should lose group health coverage in the event that Connections Academy should ever file for bankruptcy. When the Plan Administrator is notified that one of the above named events has happened, the Plan Administrator will in turn notify you that you have the right to choose continuation coverage.

Under the COBRA law, you have at least 60 days from the date you would lose coverage because of one of the events described above to inform the Plan Administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, Connections Academy is required to give you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The COBRA law requires that you be afforded the opportunity to maintain continuation coverage for 36 months (i.e., 3 years) unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. The 18-month period may be extended to 36 months if a second event (e.g., divorce, legal separation, death, or Medicare entitlement) occurs during the original 18-month period. In no event will continuation coverage last beyond 36 months from the date of the event that originally made the individual eligible to elect coverage.

If a qualifying event that is termination of employment or reduction of hours occurs less than 18 months after the date an employee becomes entitled to (i.e. covered by) Medicare benefits, the coverage period for qualified beneficiaries other than the employee is extended to 36 months from the date of the employee’s Medicare entitlement.

The 18-month period may be extended for an additional 11 months (for a total of 29 months) if a covered individual is determined to be disabled (under the rules for Social Security disability benefits) at the time of termination of employment or reduction in hours and the plan administrator is notified of that determination within 60 days of receipt of a disability determination letter from the Social Security Administration and before the end of the original 18-month

COBRA

period. The affected individual also must notify the Plan Administrator when it is determined (for purposes of Social Security disability benefits) that the individual is no longer disabled.

The disability extension will also apply if the individual becomes disabled at any time during the first 60 days of continuation coverage and notifies the plan administrator within 60 days of receipt of a disability determination letter from the Social Security Administration and before the end of the original 18-month period. In addition, family members of the disabled individual are entitled to the 29-month extended coverage period, whether or not they are disabled.

The COBRA law provides that your continuation coverage may be cut short of the full coverage period—18, 29, or 36 months—for any of the following reasons:

1. Connections Academy no longer provides group health coverage to any of its employees;
2. The premium for your continuation coverage is not timely paid;
3. You become covered under another group health plan that does not contain any provision restricting or limiting coverage of a “preexisting medical condition”;
4. You become entitled to (i.e. covered by) Medicare; however, Medicare entitlement does not end the continuation coverage period for family members that are not entitled to Medicare, and their continuation coverage period may be extended to 36 months from the date of the first qualifying event; or
5. There has been a final determination that you are no longer disabled, for beneficiaries who qualified for an extra 11 months continuation coverage based on their disability at the time of the qualifying event or within the first 60 days thereafter.

The circumstances under which group health plans can apply coverage limitations or exclusions for preexisting conditions is restricted under the Health Insurance Portability and Accountability Act (HIPAA). Therefore, for COBRA beneficiaries who enroll in another group health plan, the new restrictions may eliminate coverage limits based on preexisting conditions, thus allowing prior employers to terminate continuation coverage.

You do not have to show that you are insurable to choose continuation coverage. However, continuation coverage under COBRA is provided subject to your eligibility for coverage.

Under the COBRA law, you are required to pay the full cost of the premium for your continuation coverage. A minimum 30-day “grace period” will be allowed for you to pay your regularly scheduled premiums. Under the law, the plan may charge 2% of the total premium as an administration fee. This administration fee may be increased to 50% of the total premium during the 11-month disability extension period.

COBRA also provides that at the end of the 18, 29, or 36-month continuation coverage period you must be allowed to enroll in an individual conversion health plan provided under Connections Academy’s group health plan, if conversion coverage is otherwise available. Not all group health plans offer conversion coverage.

If you have any questions about COBRA, please contact the Benefits Team of Connections Academy. Also, if you have changed marital status, or you change your address, please notify the The Benefits Team.

Required Federal Notices

Special Enrollment Rights

If you are declining enrollment in the Connections Academy Health and Welfare Benefits Plan's health coverage options for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in the Plan's health coverage features if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing towards your or your dependents' other coverage). However, you must request enrollment within 30 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Also, if you or your eligible dependent are covered under Medicaid or a State Children's Health Insurance Program (CHIP) and that coverage ends, you may be able to enroll yourself and any affected dependent in this Plan's medical coverage. You must request enrollment within 60 days after the Medicaid or CHIP coverage ends. If you or your eligible dependent become eligible under Medicaid or a State CHIP plan for financial assistance to pay for health coverage under this Plan, you may be able to enroll yourself and any affected dependent in this Plan. You must request enrollment within 60 days after the date a government agency determines that you are eligible for that financial assistance.

Women's Health and Cancer Rights Act of 1998

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:

- ◆ All stages of reconstruction of the breast on which the mastectomy was performed;
- ◆ Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- ◆ Prostheses; and
- ◆ Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical

and surgical benefits provided under this Plan. Please contact the Plan Administrator or refer to your Summary Plan Description for more detailed information regarding deductibles and coinsurance for these benefits under the Plan.

Important Notice from Connections Academy About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Connections Academy, LLC and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Connections Academy has determined that the prescription drug coverage's offered by Cigna and Kaiser Permanente are, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15 to December 7.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP)

If you have questions, please contact the Benefits Team at [\[YourSchoolAcronym\]HR@pearson.com](mailto:[YourSchoolAcronym]HR@pearson.com).

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to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current coverage will not be affected.

If you do decide to join a Medicare drug plan and drop your current coverage, be aware that you and your dependents will be able to get this coverage back.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with Connections Academy and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage

Contact the Benefits Team for further information at 1-443-873-1702. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Connections Academy changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- ◆ Visit [medicare.gov](https://www.medicare.gov)
- ◆ Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare

& You" handbook for their telephone number) for personalized help

- ◆ Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under federal law, 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. However, 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) following delivery. In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours as applicable) following delivery.

USERRA (The Uniformed Services Employment and Reemployment Rights Act)

Individuals who voluntarily or involuntarily leave their job to perform military services have the right to elect to continue their existing employer-based health plan coverage for themselves and their dependents for up to 24 months while in the military. Even if individuals don't elect to continue coverage during their military service, they have a right to be reinstated in their employer's health plan when they are reemployed, generally without any waiting periods or exclusions (e.g. pre-existing condition exclusions) except for service-connected illnesses or injuries.

If you have questions, please contact the Benefits Team at [\[YourSchoolAcronym\]HR@pearson.com](mailto:{YourSchoolAcronym}HR@pearson.com).

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The Genetic Information Nondiscrimination Act (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.

Notice of Health Information Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

The health plans or options sponsored by Connections Academy (referred to in this Notice as the “**Health Plans**”) may use or disclose health information about participants and their covered dependents as required for purposes of administering the Health Plans. Some of these functions are handled directly by Connections Academy employees who are responsible for overseeing the operation of the Health Plans, while other functions may be performed by other companies under contract with the Health Plans (those companies are generally referred to as “service providers”). Regardless of who handles health information for the Health Plans, the Health Plans have established policies that are designed to prevent the misuse or unnecessary disclosure of protected health information.

Please note that the rest of this Notice uses the capitalized word, “**Plan**” to refer to each Health Plan sponsored by Connections Academy, including any Connections Academy employees who are responsible for handling health information maintained by the Health Plans as well as any service providers who handle health information under contract with the Health Plans. This Notice applies to each

Health Plan maintained by Connections Academy, including plans or programs that provide medical, vision, prescription drug, dental, long term care and health care flexible spending account benefits. However, if any of the Plan's health benefits are provided through insurance contracts, you will receive a separate notice, similar to this one, from the insurer and that notice will apply to the insurer's use of your health information.

The Plan is required by law to maintain the privacy of certain health information about you and to provide you this Notice of the Plan's legal duties and privacy practices with respect to protected health information. This Notice also provides details regarding certain rights you may have under federal law regarding medical information about you that is maintained by the Plan.

You should review this Notice carefully and keep it with other records relating to your health coverage. The Plan is required by law to abide by the terms of this Notice while it is in effect. **This Notice is effective beginning June 1, 2013** and will remain in effect until it is revised.

If the Plan's health information privacy policies and procedures are changed so any part of this Notice is no longer accurate, the Plan will revise this Privacy Notice. A copy of any revised Privacy Notice will be available upon request to the Privacy Contact Person indicated later in this Notice. Also, if required under applicable law, the Plan will automatically provide a copy of any revised notice to employees who participate in the Plan. The Plan reserves the right to apply any changes in its health information policies retroactively to all health information maintained by the Plan, including information the Plan received or created before those policies were revised.

Protected Health Information

This Notice applies to health information possessed by the Plan that includes identifying information about an individual. Such information, regardless of the form in which it is kept, is referred to in this Notice as **Protected Health Information** or “**PHI**”. For example, any health record that includes details such as your name, street address, date of birth or Social Security number would be covered. However, information taken from a document that does not include such obvious identifying details is also Protected Health Information if that information, under the circumstances, could reasonably be expected to allow a person who receives or accesses that information to identify you as the subject of the information. Information the Plan possesses that is not Protected Health Information is not covered by this Notice and may be used for any purpose that is consistent with applicable law and with the Plan's policies and requirements.

If you have questions, please contact the Benefits Team at [\[YourSchoolAcronym\]HR@pearson.com](mailto:{YourSchoolAcronym}HR@pearson.com).

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How the Plan Uses or Discloses Health Information

Protected Health Information may be used or disclosed by the Plan as necessary for the operation of the Plan. For example, PHI may be used or disclosed for the following Plan purposes:

- ◆ **Treatment.** If a provider who is treating you requests any part of your health care records the Plan possesses, the Plan generally will provide the requested information. (There is an exception for psychotherapy notes. If the Plan possesses any psychotherapy notes, those documents, with rare exceptions, will be used or disclosed only according to your specific authorization.) For example, if your current physician asks the Plan for PHI in connection with a treatment plan the physician has for you, the Plan generally will provide that PHI to the physician.

- ◆ **Payment.** The Plan's agents or representatives may use or disclose PHI about you to determine eligibility for plan benefits, facilitate payment for services you receive from health care providers, to review claims and to coordinate benefits. This includes, if appropriate, disclosing information to the Plan Sponsor, as needed to facilitate the Plan's payment function.

For example, if the Plan needs to process a payment to your current physician, but requires additional PHI to process that payment, it may request PHI from the physician.

- ◆ **Other health care operations.** The Plan also may use or disclose PHI as needed for various purposes that are related to the operation of the Plan. These purposes include utilization review programs, quality assurance reviews, contacting providers regarding treatment alternatives, insurance or reinsurance contract renewals and other functions appropriate for purposes of administering the Plan. This includes, if appropriate, disclosing information to the Plan Sponsor, as needed to facilitate the Plan's health care operations function.

For example, if the Plan wishes to undertake a review of utilization patterns under the Plan, it may request necessary PHI from your physician.

In addition to the typical Plan purposes described above, PHI also may be used or disclosed as permitted or required under applicable law for the following purposes:

- ◆ **Use or disclosure required by law.** If the Plan is legally required to provide PHI to a government agency or anyone else, it will do so. However, the Plan will not use or disclose more information than it determines is required by applicable law.

- ◆ **Disclosure for public health activities.** The Plan

may disclose PHI to a public health authority authorized to collect such information (or to a foreign government agency, at the direction of a public health authority) for purposes of preventing or controlling injury, disease or disability.

The Plan also may disclose PHI to a public health authority or other government agency that is responsible for receiving reports of child abuse or neglect.

In addition, certain information may be provided to pharmaceutical companies or other businesses that are regulated by the Food and Drug Administration (FDA), as appropriate for purposes relating to the quality, safety and effectiveness of FDA-regulated products.

Also, to the extent permitted by applicable law, the Plan may disclose PHI, as part of a public health investigation or intervention, to an individual who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition.

- ◆ **Disclosures about victims of abuse, neglect or domestic violence.** (The following does not apply to disclosures regarding child abuse or neglect, which may be made only as provided under **Disclosure for public health activities**.)

If required by law, the Plan may disclose PHI relating to a victim of abuse, neglect or domestic violence, to an appropriate government agency. Disclosure will be limited to the relevant required information. The Plan will inform the individual if any PHI is disclosed as provided in this paragraph or the next one.

If disclosure is not required by law, the Plan may disclose relevant PHI relating to a victim of abuse, neglect or domestic violence to an authorized government agency, to the extent permitted by applicable law, if the Plan determines the disclosure is necessary to prevent serious harm to the individual or to other potential victims. Also, to the extent permitted by law, the Plan may release PHI relating to an individual to a law enforcement official, if the individual is incapacitated and unable to agree to the disclosure of PHI and the law enforcement official indicates the information is necessary for an immediate enforcement activity and is not intended to be used against the individual.

- ◆ **Health oversight activities.** The Plan may disclose protected health information to a health oversight agency (this includes federal, state or local agencies responsible for overseeing the health care system or a particular government program for which health information is needed) for oversight activities authorized by law. This type of disclosure applies to oversight relating to the

If you have questions, please contact the Benefits Team at [\[YourSchoolAcronym\]HR@pearson.com](mailto:{YourSchoolAcronym}HR@pearson.com).

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health care system and various government programs as well as civil rights laws. This disclosure would not apply to any action by the government in investigating a participant in the Plan, unless the investigation relates to the receipt of health benefits by that individual.

- ◆ **Disclosures for judicial and administrative proceedings.** The Plan may disclose protected health information in the course of any judicial or administrative proceeding in response to an order from a court or an administrative tribunal. Also, if certain restrictive conditions are met, the Plan may disclose PHI in response to a subpoena, discovery request or other lawful process. In either case, the Plan will not disclose PHI that has not been expressly requested or authorized by the order or other process.
- ◆ **Disclosures for law enforcement purposes.** The Plan may disclose protected health information for a law enforcement purpose to a law enforcement official if certain detailed restrictive conditions are met.
- ◆ **Disclosures to medical examiners, coroners and funeral directors following death.** The Plan may disclose protected health information to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties authorized by law. The Plan also may disclose PHI to a funeral director as needed to carry out the funeral director's duties. PHI may also be disclosed to a funeral director, if appropriate, in reasonable anticipation of an individual's death.
- ◆ **Disclosures for organ, eye or tissue donation purposes.** The Plan may disclose protected health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of cadaveric organs, eyes, or tissue for the purpose of facilitating organ, eye or tissue donation and transplantation.
- ◆ **Disclosures for research purposes.** If certain detailed restrictions are met, the Plan may disclose protected health information for research purposes.
- ◆ **Disclosures to avert a serious threat to health or safety.** The Plan may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, (1) if it believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public; and the disclosure is made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat; or (2) if it believes the disclosure is necessary for law enforcement authorities to identify or apprehend an individual because of a statement by an individual admitting participation in a

violent crime that the Plan reasonably believes may have caused serious physical harm to the victim or where it appears the individual has escaped from a correctional institution or from lawful custody.

- ◆ **Disclosures for specialized government functions.** If certain conditions are met, the Plan may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission. Also, the Plan may use and disclose the PHI of individuals who are foreign military personnel to their appropriate foreign military authority under similar conditions.

The Plan may also use or disclose PHI to authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities or for the provision of protective services to the President or other persons as authorized by federal law relating to those protective services.

- ◆ **Disclosures for workers' compensation purposes.** The Plan may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs.

Uses and Disclosures That Are Not Permitted Without Your Authorization

The Plan will not use or disclose Protected Health Information for any purpose not mentioned in this Notice, except as specifically authorized by you. If the Plan needs to use or disclose PHI for a reason not listed above, it will request your permission for that specific use and will not use PHI for that purpose except according to the specific terms of your authorization.

Any authorization you provide will be limited to specified information, and the intended use or disclosure as well as any person or organization that is permitted to use, disclose or receive the information must be specified in the Authorization Form. Also, an authorization is limited to a specific limited time period and it expires at the end of that period. Finally, you always have the right to revoke a previous authorization by making a written request to the Plan. The Plan will honor your request to revoke an authorization but the revocation will not apply to any action the Plan took in accord with the authorization before you informed the Plan that you were revoking the authorization.

No Use or Disclosure of Genetic Information for Underwriting

Under applicable law, the Plan generally may not use or

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disclose genetic information, including information about genetic testing and family medical history, for underwriting purposes. The Plan may use or disclose PHI for underwriting purposes, assuming the use or disclosure is permitted based on the above rules, but any PHI that is used or disclosed for underwriting purposes will not include genetic information.

“Underwriting purposes” is defined under federal law and generally includes any Plan rules relating to (1) eligibility for benefits under the Plan (including changes in deductibles or other cost-sharing requirements in return for activities such as completing a health risk assessment or participating in a wellness program); (2) the computation of premium or contribution amounts under the Plan (including discounts or payments or differences in premiums based on activities such as completing a health risk assessment or participating in a wellness program); (3) the application of any preexisting condition exclusion under the Plan; and (4) other activities related to the creation, renewal, or replacement of a contract for health insurance or health benefits. However, “underwriting purposes” does not include rules relating to the determination of whether a particular expense or claim is medically appropriate.

Your Health Information Rights

Under federal law, you have the following rights:

- ◆ *You may request restrictions with regard to certain types of uses and disclosures.* This includes the uses and disclosures described above for treatment, payment and other health care operations purposes. If the Plan agrees to the restrictions you request, it will abide by the terms of those restrictions. However, under the law, the Plan is not required to accept any restriction. If the Plan determines a requested restriction will interfere with the efficient administration of the Plan or is otherwise inappropriate, it may decline the restriction. If you want to request a restriction, you should submit a written request describing the restriction to the Privacy Contact Person listed in this Notice.
- ◆ *You may request that certain information be provided to you in a confidential manner.* This right applies only if you inform the Plan in writing (submitted to the Privacy Contact Person listed in this Notice) that the ordinary disclosure of part or all of the information might endanger you. For example, an individual may not want information about certain types of treatment to be sent to his or her home address because someone else who lives there might have access to it. In such a case, the individual could request that the information be sent to an alternate address. The Plan will honor such a request if it is reasonable, but reserves the right to reject a request that would impose too much of an

administrative burden or financial risk on the Plan.

- ◆ *You may request access to certain medical records possessed by the Plan and you may inspect or copy those records.* This right applies to all enrollment, claims processing, medical management and payment records maintained by the Plan and also to any other information possessed by the Plan used to make decisions about you or your health coverage. However, there are certain limited exceptions. Specifically, the Plan may deny access to psychotherapy notes and to information prepared in anticipation of litigation.

If you want to request access to any medical records, you should contact the Privacy Contact Person listed in this Notice. If you request copies of any records, the Plan may charge reasonable fees to cover the costs of providing those copies to you, including, for example, copying charges and the cost of postage if you request that copies be mailed to you. You will be informed of any fees before you are charged.

- ◆ *You may request that protected health information maintained by the Plan be amended.* If you feel that certain information maintained by the Plan is inaccurate or incomplete, you may request that the information be amended. The Plan may reject your request if it finds the information is accurate and complete. Also, if the information you are challenging was created by some other person or organization, the Plan ordinarily would not be responsible for amending that information unless you provide information to the Plan to establish that the originator of the information is not in a position to amend it. If you want to request that any medical record maintained by the Plan be amended, you should provide your request in writing to the Privacy Contact Person listed in this Notice. Your request should describe the records you want to be changed, each change you are requesting and your reasons for believing that each requested change should be made.

The Plan normally will respond to a request for an amendment within 60 days after it receives your request. In certain cases, the Plan may take up to 30 additional days to respond to your request. If the Plan denies your request, you will have the opportunity to prepare a statement to be included with your health records to explain why you believe certain information is incomplete or inaccurate. If you do prepare such a statement, the Plan will provide that statement to any person who uses or receives the information you challenged. The Plan may also prepare a response to your statement and that response will be placed with your records and provided to anyone who receives your statement. A copy will also be provided to you.

If you have questions, please contact the Benefits Team at [\[YourSchoolAcronym\]HR@pearson.com](mailto:{YourSchoolAcronym}HR@pearson.com).

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- ◆ *You have the right to receive details about certain non-routine disclosures of health information made by the Plan.* You may request an accounting of all disclosures of health information, with certain exceptions. This accounting would not include disclosures that are made for treatment, payment and other health plan operations, disclosures made pursuant to an individual authorization from you, disclosures made to you and certain other types of disclosures. Also, your request will not apply to any disclosures made more than 6 years before the date your request is properly submitted to the Plan. You may receive an accounting of disclosures once every 12 months at no charge. The Plan may charge a reasonable fee for any additional requests during a 12 month period.
- ◆ *You have the right to request and receive a paper copy of this Privacy Notice.* If the Plan provides this Notice to you in an electronic form, you may request a paper copy and the Plan will provide one. You should contact the Privacy Contact Person identified at the end of this Notice if you want a paper copy.
- ◆ *You have the right to be notified of a breach of unsecured PHI.* If unsecured PHI is used or disclosed in a manner not permitted under applicable federal law, you will receive a notice about the breach of unsecured PHI, if such a notice is required by applicable law. Unsecured PHI is PHI that is either in paper form or is in an electronic form that is not considered secure.

Privacy Contact Person and Complaint Procedures

After reading this Notice, if you have questions or complaints about the Plan's health information privacy policies or you believe your health information privacy rights have been violated, you should contact:

Sarah Savage
Connections Academy
10960 Grantchester Way
Columbia, Maryland 21044
1-855-330-4636

In addition to your right to file a complaint with the Plan, you may file a complaint with the U.S. Department of Health & Human Services. (Details are available on the Internet at hhs.gov/hipaa). You will never be retaliated against in any way as a result of any complaint you file.

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, 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, contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW (1-877-543-7669) or insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance.** If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call 1-866-444-EBSA (1-866-444-3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2022. Contact your State for more information on eligibility.

ALABAMA – Medicaid
Website: myalhipp.com
Phone: 1-855-692-5447

ALASKA – Medicaid
The AK Health Insurance Premium Payment Program
Website: myakhipp.com
Phone: 1-866-251-4861
Email: CustomerService@MyAKHIPP.com
Medicaid Eligibility:
health.alaska.gov/dpa/Pages/default.aspx

If you have questions, please contact the Benefits Team at [\[YourSchoolAcronym\]HR@pearson.com](mailto:{YourSchoolAcronym}HR@pearson.com).

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ARKANSAS – Medicaid

Website: myarhipp.com
Phone: 1-855-MyARHIPP (1-855-692-7447)

CALIFORNIA – Medicaid

Health Insurance Premium Payment (HIPP) Program
Website: dhcs.ca.gov/hipp
Phone: 916-445-8322
Email: hipp@dhcs.ca.gov
Fax: 916-440-5676

COLORADO – Health First Colorado (Colorado’s Medicaid Program) & Child Health Plan Plus (CHP+)

Health First Colorado Website: healthfirstcolorado.com
Health First Colorado Member Contact Center:
1-800-221-3943/State Relay 711
CHP+: colorado.gov/pacific/hcpf/child-health-plan-plus
CHP+ Customer Service: 1-800-359-1991/State Relay 711
Health Insurance Buy-In Program (HIBI):
colorado.gov/pacific/hcpf/health-insurance-buy-program
HIBI Customer Service: 1-855-692-6442

FLORIDA – Medicaid

Website:
flmedicaidprecovery.com/flmedicaidprecovery.com/hipp/
Phone: 1-877-357-3268

GEORGIA – Medicaid

HIPP Website: medicaid.georgia.gov/health-insurance-premium-payment-program-hipp
HIPP Phone: 678-564-1162, Press 1
CHIPRA Website: medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra
CHIPRA Phone: 678-564-1162, Press 2

INDIANA – Medicaid

Healthy Indiana Plan for low-income adults 19-64
Website: in.gov/fssa/hip
Phone: 1-877-438-4479
All other Medicaid
Website: in.gov/medicaid
Phone: 1-800-457-4584

IOWA – Medicaid and CHIP (Hawki)

Medicaid Website: dhs.iowa.gov/ime/members
Medicaid Phone: 1-800-338-8366
Hawki Website: dhs.iowa.gov/Hawki
Hawki Phone: 1-800-257-8563
HIPP Website:
dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp
HIPP Phone: 1-888-346-9562

KANSAS – Medicaid

Website: kancare.ks.gov
Phone: 1-800-792-4884

KENTUCKY – Medicaid

Kentucky Integrated Health Insurance Premium Payment

Program (KI-HIPP) Website:

chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx
Phone: 1-855-459-6328
Email: KIHIPP.PROGRAM@ky.gov
KCHIP Website: kidshealth.ky.gov/Pages/index.aspx
Phone: 1-877-524-4718
Kentucky Medicaid Website: chfs.ky.gov

LOUISIANA – Medicaid

Website: medicaid.la.gov or ldh.la.gov/lahipp
Phone: 1-888-342-6207 (Medicaid hotline) or
1-855-618-5488 (LaHIPP)

MAINE – Medicaid

Enrollment Website: maine.gov/dhhs/ofi/applications-forms
Phone: 1-800-442-6003/TTY: Maine relay 711
Private Health Insurance Premium Webpage:
maine.gov/dhhs/ofi/applications-forms
Phone: 1-800-977-6740/TTY: Maine relay 711

MASSACHUSETTS – Medicaid and CHIP

Website: mass.gov/masshealth/pa
Phone: 1-800-862-4840
TTY: 617-886-8102

MINNESOTA – Medicaid

Website: mn.gov/dhs/people-we-serve/seniors/health-care-programs/programs-and-services/medical-assistance.jsp or
mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-insurance.jsp
Phone: 1-800-657-3739

MISSOURI – Medicaid

Website: dss.mo.gov/mhd/participants/pages/hipp.htm
Phone: 573-751-2005

MONTANA – Medicaid

Website: dphhs.mt.gov/MontanaHealthcarePrograms/HIPP
Phone: 1-800-694-3084
Email: HHSHIPProgram@mt.gov

NEBRASKA – Medicaid

Website: ACCESSNebraska.ne.gov
Phone: 1-855-632-7633/Lincoln: 1-402-473-7000/
Omaha: 1-402-595-1178

NEVADA – Medicaid

Medicaid Website: dhcfp.nv.gov
Medicaid Phone: 1-800-992-0900

NEW HAMPSHIRE – Medicaid

Website: dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program
Phone: 603-271-5218

Toll free number for the HIPP program: 1-800-852-3345, ext 5218

NEW JERSEY – Medicaid and CHIP

Medicaid Website:
state.nj.us/humanservices/dmahs/clients/medicaid

If you have questions, please contact the Benefits Team at [\[YourSchoolAcronym\]HR@pearson.com](mailto:{YourSchoolAcronym}HR@pearson.com).

Required Federal Notices

Medicaid Phone: 609-631-2392

CHIP Website: njfamilycare.org

CHIP Phone: 1-800-701-0710

NEW YORK – Medicaid

Website: health.ny.gov/health_care/medicaid

Phone: 1-800-541-2831

NORTH CAROLINA – Medicaid

Website: medicaid.ncdhhs.gov

Phone: 919-855-4100

NORTH DAKOTA – Medicaid

Website: nd.gov/dhs/services/medicalserv/medicaid

Phone: 1-844-854-4825

OKLAHOMA – Medicaid and CHIP

Website: insureoklahoma.org

Phone: 1-888-365-3742

OREGON – Medicaid

Website: healthcare.oregon.gov/Pages/index.aspx or

oregonhealthcare.gov/index-es.html

Phone: 1-800-699-9075

PENNSYLVANIA – Medicaid

Website:

dhs.pa.gov/Services/Assistance/Pages/HIPP-Program.aspx

Phone: 1-800-692-7462

RHODE ISLAND – Medicaid and CHIP

Website: eohhs.ri.gov

Phone: 1-855-697-4347 or 401-462-0311

(Direct Rlte Share Line)

SOUTH CAROLINA – Medicaid

Website: scdhhs.gov

Phone: 1-888-549-0820

SOUTH DAKOTA - Medicaid

Website: dss.sd.gov

Phone: 1-888-828-0059

TEXAS – Medicaid

Website: gethipptexas.com

Phone: 1-800-440-0493

UTAH – Medicaid and CHIP

Medicaid Website: medicaid.utah.gov

CHIP Website: health.utah.gov/chip

Phone: 1-877-543-7669

VERMONT– Medicaid

Website: greenmountaincare.org

Phone: 1-800-250-8427

VIRGINIA – Medicaid and CHIP

Website: coverva.org/en/famis-select or coverva.org/en/hipp

Medicaid Phone: 1-800-432-5924

CHIP Phone: 1-800-432-5924

WASHINGTON – Medicaid

Website: hca.wa.gov

Phone: 1-800-562-3022

WEST VIRGINIA – Medicaid and CHIP

Website: dhhr.wv.gov/bms or mywvhipp.com

Medicaid Phone: 304-558-1700

CHIP Toll-free Phone: 1-855-MyWVHIPP (1-855-699-8447)

WISCONSIN – Medicaid and CHIP

Website: dhs.wisconsin.gov/badgercareplus/p-10095.htm

Phone: 1-800-362-3002

WYOMING – Medicaid

Website: health.wyo.gov/healthcarefin/medicaid/

[programs-and-eligibility](http://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility)

Phone: 1-800-251-1269

To see if any other states have added a premium assistance program since July 31, 2022, or for more information on special enrollment rights, contact either:

U.S. Department of Labor

Employee Benefits Security Administration

www.dol.gov/agencies/ebsa

1-866-444-EBSA (1-866-444-3272)

U.S. Department of Health and Human Services

Centers for Medicare & Medicaid Services

www.cms.hhs.gov

1-877-267-2323, Menu Option 4, Ext. 61565

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebsa.opr@dol.gov and reference the OMB Control Number 1210-0137.

If you have questions, please contact the Benefits Team at [\[YourSchoolAcronym\]HR@pearson.com](mailto:{YourSchoolAcronym}HR@pearson.com).

Required Federal Notices

Patient Protection Disclosure

The Connections Academy Cigna medical plans generally do not require the designation of a primary care provider. However, you have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. The Kaiser Permanente medical plans do require the designation of a primary care provider and referrals are required when seeking care from a Specialist. You do not need prior authorization from Connections Academy, Cigna or Kaiser Permanente or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our networks who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For information on how to select a primary care provider, or for a list of the participating primary care providers including participating health care professionals who specialize in obstetrics or gynecology, go to myCigna.com and kp.org for assistance in selecting a PCP or contact the Benefits Team at 1-855-330-INFO (1-855-330-4636).

New Health Insurance Marketplace Coverage Options and Your Health Coverage

When key parts of the health care law took effect in 2014, there became a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace began in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.12% of your household income for the year, or if the coverage your employer provides does not meet the “minimum value” standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact **the Benefits Team at Benefits.OBL@Pearson.com**.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the “minimum value standard” if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

If you have questions, please contact the Benefits Team at [\[YourSchoolAcronym\]HR@pearson.com](mailto:{YourSchoolAcronym}HR@pearson.com).

SCHOOL STAFF NONDISCLOSURE AGREEMENT

In consideration of my employment/continued employment by Connections Education LLC dba Pearson Online & Blended K-12 USA or its subsidiaries or affiliates (collectively the "Company"), or by the Connections Education school that the Company manages, and that I work for (the "School"), I hereby agree to certain restrictions placed by the Company and School on my use and disclosure of Confidential Information, as more fully set out below. This Agreement applies to all Confidential Information that I have learned, developed or had access to from the first date of my employment through and including my last date of employment, and replaces any other agreements entered into with the Company.

1. CONFIDENTIAL INFORMATION.

A. Nondisclosure. I understand that, in the course of my work as an employee of the Company or the School, I have had and/or may have access to Confidential Information (as defined below) concerning the Company or the School, and their students, customers, business methods and/or business partners. I acknowledge that the Company or School has developed, compiled, and otherwise obtained, often at great expense, this information, which has great value to the Company's and/or School's business. I agree to hold in strict confidence and in trust for the sole benefit of the Company and/or School all Confidential Information and will not disclose any Confidential Information, directly or indirectly, to anyone outside of the Company or School, or use, copy, publish, summarize, or remove from Company or School premises such information (or remove from Company or School premises any other property of the Company) except to the extent necessary to carry out my responsibilities to the Company or the School. I further understand that the publication of any Confidential Information through literature, academic research writings, dissertations or speeches must be approved in advance in writing by the Company and/ or School.

B. Confidential Information Defined. I understand that the reference to "Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to, learned or developed by me, pertaining in any manner to the business of the Company (or any of its affiliates), the School, and their students, customers, and/or business partners unless: (1) the information is or becomes publicly known through lawful means; (2) the information was rightfully in my possession or part of my general knowledge prior to my employment ; or (3) the information is disclosed to me without confidential restriction by a third party who rightfully possesses the information (without confidential restriction) and I did not learn of it, directly or indirectly, from the Company or School. I further understand that the Company and/or School consider the following information to be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (1) the Company's methodology and other non-public information regarding development of the Company's educational content, curricula, teaching outlines, lesson plans, testing processes and procedures (collectively, "Educational Content") and third party content incorporated into

the Company's Educational Content; (2) student records and other student-related personal information; (3) information regarding business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the Company or School; (4) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (5) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; and (6) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; and (7) any other trade secrets or similar non-public information that may provide the Company or School with a strategic advantage or could harm the Company or School if publicly disclosed. Except as disclosed in **Exhibit A**, I have no non-public information related to the business of the Company or School, other than information I have learned from the Company or School in the course of being hired by the Company or the School, or during my work for the Company or the School.

C. Third Party Information. I recognize that the Company or School has received and in the future will receive from third parties their confidential information subject to a duty on the Company or School's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and School and such third parties, during the term of my work for the Company or School and thereafter, a duty to hold all such confidential information in the strictest confidence and, except with the prior written authorization of the Company and School, not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company or School consistent with the Company or School's agreement with such third party) or to use it for the benefit of anyone other than for the Company, School or such third party (consistent with the Company or School's agreement with such third party).

D. Information under FERPA. I understand that by virtue of my employment with the Company or the School, I may possess access to records, which contain individually identifiable information, the disclosure of which is prohibited by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). I acknowledge that I fully understand that the intentional disclosure by me of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law. I further acknowledge that such willful or unauthorized disclosure also violates Company and/or School policy and could result in disciplinary action including termination of my employment, regardless of whether criminal or civil penalties are imposed.

2. LICENSE TO MATERIALS. To the extent that I incorporate into any work product I create or develop for use by the Company and/or the School any materials to which I possess copyright, trade secret, patent, trademark or other proprietary rights, I hereby grant to the Company a royalty-free, irrevocable, worldwide, transferable, nonexclusive, perpetual license to make, have made, sell, lease, import, use and disclose, reproduce, modify, transmit, prepare

Derivative Works based on, distribute, perform and display (publicly or otherwise), such materials, with full right to authorize others to do so. Any such Derivative Works shall be the sole property of the Company and its transferees.

As used herein, "Derivative Work," means any translation, port, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the material may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Work may or may not infringe any of the copyrights, including audiovisual copyrights, in the material.

3. CONSENT AND RELEASE. During my work for the Company or the School I may participate in the development of Teachlet® tutorials, LiveLesson® sessions and/or other online courses trainings or promotional products as well as participate in various Company or School activities such as field trips that involve the recordation of my voice, image, silhouette and/or reproduction of physical likeness in an electronic, digital, online, video and/or audio format and/or transcription into print of an interview taken with me. I hereby grant the Company, its affiliates, agents, successors and assigns, permission to use my recorded voice, image, interview, silhouette and/or reproduction of physical likeness in an electronic, digital, online, video and/or audio format including the worldwide, perpetual right for the Company to reproduce, prepare Derivative Works, distribute and perform recordings of my voice, image, interview, silhouette and/or reproduction of physical likeness in any medium. I understand that I will have no claim to ownership or copyright in the ultimate work(s) which incorporate my voice, image, interview, silhouette and/or reproduction of physical likeness, that I am not entitled to any compensation or royalties derived from the work(s) that incorporate my voice, image, interview, silhouette and/or reproduction of physical likeness and I release the Company and/or School from any claims related to right of publicity, right of privacy, or any other legal or financial responsibility for the use of my voice, image, interview, silhouette and/or reproduction of physical likeness.

4. FORMER OR CONFLICTING AGREEMENTS. During my work for the Company or the School, I will not disclose to the Company or the School, or use, or induce the Company or the School to use, any confidential information or trade secrets of others. I represent and warrant that I have complied with the terms of any agreements with prior employers and that I am not subject to any non-compete or other agreement that may affect my ability to enter into this Agreement. I further represent and warrant that my performance of the terms of this Agreement will not breach any agreement restricting the use or disclosure of confidential information of a third party. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

5. TERMINATION. I hereby acknowledge and agree that all property, including, without limitation, all books, manuals, records, models, drawings, reports, notes, contracts, lists, blueprints, Confidential Information and equipment furnished to me in the course of or incident

to my work for the Company or the School, belong to the Company or School and will be promptly returned to the Company or School upon termination of my work for the Company or School. Following my termination, I will not retain any written or other tangible material containing any Confidential Information. I understand that my obligations contained herein will survive the termination of my work for the Company or School.

6. REMEDIES. I recognize that nothing in the Agreement is intended to limit any remedy of the Company or School under applicable state and federal law and that I could face possible criminal and civil actions, resulting in imprisonment and substantial monetary liability if I misappropriate the Company's trade secrets. In addition, I recognize that my violation of this Agreement could cause the Company or School irreparable harm, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, I agree that the Company or School shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Company or School deem appropriate. This right shall be in addition to any other remedy available to the Company or School in law or equity.

7. MISCELLANEOUS PROVISIONS.

A. Assignment. I agree that the Company may assign to another person or entity any of its rights under this Agreement.

B. Governing Law; Severability. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State in which the School is located exclusive of its conflicts of law provisions. If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, overbroad or void, the invalid, unenforceable, overbroad and/or void terms shall be deemed modified to the minimum extent necessary to make those terms consistent with applicable law and enforceable and the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. I agree to allow a court of competent jurisdiction to make this type of modification for the purpose of making those terms enforceable and consistent with applicable law, if necessary.

C. Forum Selection and Service of Process. I irrevocably submit to the jurisdiction of any state or federal court sitting in the State of Maryland over any suit, action, or proceeding arising out of or relating to this Agreement. I irrevocably waive, to the fullest extent permitted by law, any objection that I may now or hereafter have to the venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action, or proceeding brought in any such court shall be conclusive and binding upon me and may be enforced in any court in which I am subject to jurisdiction by a suit upon such judgment provided that service of process is effected upon me as provided in this Agreement or

as otherwise permitted by applicable law. In addition to any other available method of service of process available, I consent to process being served in any suit, action, or proceeding instituted in connection with this Agreement by the mailing of a copy thereof by certified mail, postage prepaid, return receipt requested, to me. I irrevocably agree that such service shall be deemed to be service of process upon me in any such suit, action, or proceeding.

D. Entire Agreement. The terms of this Agreement are the final expression of my agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms.

E. Successors and Assigns. This Agreement shall be binding upon me and my heirs, executors, administrators, and successors, and shall inure to the benefit of the Company and the School and their successors and assigns.

F. Application of this Agreement. I hereby agree that my obligations set forth in Section 1 hereof and the definition of Confidential Information contained therein shall be equally applicable to Confidential Information relating to any work performed by me for the Company or School prior to the execution of the Agreement.

G. Facsimile. A facsimile executed copy of this Agreement shall be deemed an original.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE BEEN ADVISED THAT I MAY CONSULT WITH AN ATTORNEY, IF I WISH, PRIOR TO EXECUTING THIS AGREEMENT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO NEGOTIATE ABOUT THE TERMS OF THIS AGREEMENT, THOUGH I RECOGNIZE THAT HAVING THE OPPORTUNITY TO NEGOTIATE DOES NOT NECESSARILY MEAN THAT THE COMPANY AND/OR SCHOOL WILL AGREE TO ANY PARTICULAR PROPOSED CHANGE. I HAVE COMPLETELY NOTED ON **EXHIBIT A** TO THIS AGREEMENT ANY NON-PUBLIC CONFIDENTIAL INFORMATION OF THE COMPANY OR SCHOOL I POSSESS, OTHER THAN INFORMATION THAT I HAVE LEARNED FROM THE COMPANY OR SCHOOL IN THE COURSE OF BEING HIRED BY OR DURING MY WORK FOR THE COMPANY OR SCHOOL.

EMPLOYEE

Signature:  **New Hir...**

Printed Name: **NH Legal N...**

Date: **New Hire Si...**

EXHIBIT A

SCHOOL STAFF NONDISCLOSURE AGREEMENT

EMPLOYEE'S DISCLOSURE

1. Confidential Information. Except as set forth below, I acknowledge that at this time I have no non-public information related to the business of the Company or the School, and that information that I obtain after the date set out below, shall be information that I have learned from the Company or the School in the course of being hired by or during my work for the Company or the School and shall be governed by the terms of this Agreement:

Signature:  **New Hir...**
Printed Name: **NH Legal N...**
Date: **New Hire Si...**



APPENDIX U

PROFESSIONAL LEARNING SCHEDULE

This appendix includes the following:

- Professional Learning Schedule



Professional Learning and Training Appendix

August 2023

TEACHER TRAINING AND PROFESSIONAL LEARNING OVERVIEW

Mission

Pennwood Cyber Charter School aims to empower students to meet their unique educational and life goals through flexible pacing, college preparatory programming and practical career skill development. Pennwood Cyber Charter School's high-tech, high-touch virtual "school without walls" combines the best in cyber education with very real connections among students, families, teachers, and the community.

Training and Professional Learning Objectives

The training and professional learning sessions are designed to support Pennwood Cyber Charter School teachers with the skills and strategies to:

- Use the tools in our online learning platform to support and monitor student learning
- Use data to manage student engagement and inform instruction
- Identify students who may be at-risk, or in need of targeted intervention
- Facilitate learning in a virtual environment
- Conduct required school year cycle teacher tasks
- Implement school processes and policies
- Foster socialization and connectedness in a virtual school community

Training and Professional Learning Delivery Models

Pennwood Cyber Charter School uses several modes to deliver training and professional learning:

1. **In-Person Training:** Recognizing the tenets of effective professional development established by Learning Forward; interpersonal connections increase the impact of training for adult learners. The Professional Learning team delivers on-site training by school request. This can help establish rapport and promote collegial learning communities that are continued throughout the year via remote interactions.
2. **"Train-the-Trainer":** The CEO will select at least one teacher to serve as a School Representative to work with members of the Professional Learning team throughout the year via regularly scheduled meetings. During these meetings, the Professional Learning facilitators and the school-based Representative(s) use key School Year Cycle milestones, task completion data, and anecdotal feedback from school staff to determine training needs and establish a training plan. School Representatives then support teachers at their school on school-year cycle tasks, EMS updates, and changes to processes. To assist them in this role, School Representatives are given access to training materials they can customize, such as PowerPoint presentations, teacher job aids, and activities to reinforce learning. To ensure School Representatives can focus on supporting the training needs of all school staff the Professional Learning team provides additional support to new teachers by offering monthly sessions specific to reviewing the key operational and instructional tasks for that month.

3. **Synchronous Web-Based Training:** In line with our commitment to use cutting-edge technology to promote learning for students, Pennwood Cyber Charter School also implements this model for teacher training and professional learning. Professional Learning Facilitators use multiple platforms to facilitate virtual meetings with teachers; demonstrate new functionality within the platform; present and model best practices in online teaching and showcase available resources and tools for online teaching and learning. The technology also allows sessions to be recorded so that teachers can play them back at any time, providing teachers continuous access to pertinent information. Additional trainings will be made available based on school-specific needs.

Analysis of State Assessment Data and Ways to Improve Instructional Strategies Based on the Data

Among the professional development opportunities outlined in this appendix, the following will require use of state assessment data analysis. The chart below directly explains how data will be incorporated into these opportunities.

2024-2025 Sessions for New Staff*

Date	Topic and Description
August 2024	<p>Power BI® for Beginners: How do staff login and access Power BI? How do staff locate reports within Power BI? How do users navigate Power BI? How do users export the data?</p> <p>Session Length: 60 Minutes Targeted Audience: All School Roles</p> <p>Power BI: Enrolled Student Snapshot: Learn how to more efficiently determine which students need your attention using the new Enrolled Student Snapshot report.</p> <p>Session Length: 60 Minutes Targeted Audience: All Educator Roles</p> <p><i>In these two sessions, teachers will learn how to access and analyze student data. This information will be used to determine how to structure lessons for the class and for the individual students to ensure they are meeting expectations for the grade and subject.</i></p>

<p>September 2024</p>	<p><u>School Year Cycle – Escalation:</u> In this session, you'll learn how to determine when a student's metrics indicate they are approaching alarm. You will learn which metrics to analyze, how to monitor and how to intervene when necessary, and follow-up with Approaching Alarm and Alarm issues.</p> <p>Session Length: 60 Minutes Targeted Audience: All Educator Roles, including Teacher Managers and Leadership Teams</p> <p><i>In this session, teachers and administrators will be reviewing current academic data including, level of participation and attendance, as well as performance on assessment which are aligned to PA state standards. Teachers and administrators will use this information to provide individualized interventions and supports.</i></p>
<p>October 2024</p>	<p><u>Best Practices for Creating Custom Assessments:</u> In the first part of this two-part series, participants will learn more about what Depth of Knowledge is and how it can be beneficial in the creation of custom assessments! The second and final part of this two-part series will focus on best practices for writing and inserting a custom assessment.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><i>Again, based on the current progress of students, both on previous state assessment, Renaissance 360 formative assessments and the results of projects and assessments within the course, teachers will learn which students should have custom assessments and how to customize.</i></p>
<p>November 2024</p>	<p><u>School Year Cycle – Ensuring Students Finish the Semester Successfully:</u> This session will focus on how to monitor your students' academic progress, how to use the School Year Cycle Calendar in Power BI to locate key end dates and discuss with families throughout the semester.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers, Teacher Managers and Administrative roles.</p> <p><i>In this session, teachers will access all data within the PowerBI system to review student progress and provide individualized interventions to help facilitate a successful completion of the first semester.</i></p>

February 2025**	<p><u>Best Practices for Creating Custom Assessments:</u> In the first part of this two-part series, participants will learn more about what Depth of Knowledge is and how it can be beneficial in the creation of custom assessments! The second and final part of this two-part series will focus on best practices for writing and inserting a custom assessment.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><i>Again, based on the current progress of students, both on previous state assessment, Renaissance 360 formative assessments and the results of projects and assessments within the course, teachers will learn which students should have custom assessments and how to customize.</i></p>
March 2025**	<p><u>School Year Cycle – Monitoring Plans for Next Year:</u> In this session, we will identify key dates, roles, and responsibilities in the Monitor Plans for Next Year (ITR) process, familiarize ourselves with a family's options and tasks to Prepare for Next Year, support families in completing their decisions and submitting required documentation and complete all required teacher tasks.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p>Perhaps one of the most exciting times of the year, during this training, teachers will learn how to assist a student as they prepare for moving on. Again, using the data available in PowerBI to analyze student performance on state assessment, Renaissance 360 formative assessments and classroom performance, teachers will work with students to build their plans for the upcoming school year.</p>
April 2025**	<p><u>Withdrawal Tasks Communities of Practice:</u> This will be a time for collaboration among school withdrawal representatives, school leaders, and your support team. Some of the topics that can be discussed are helpful reports, changes that affect withdrawal processes, document updates, and withdrawal feedback that will assist the school in better serving families.</p> <p>Session Length: 60 Minutes Targeted Audience: School Administration Teams, Registrars and Counselors</p> <p><i>During this training, the School Administrators, Registrars and Counselors will carefully analyze the aggregate data of students who have left Pennwood Academy throughout the school year. Feedback from parents and students about how the school met their academic expectations in relation to student performance will be reviewed in order to implement program changes for future years.</i></p>

*All staff are welcome to these sessions, but the targeted audience are new staff members.

** The spring 2025 Professional Learning and Training schedule has not been finalized. The above listings are tentatively scheduled for the months listed and are subject to change.

With the above list of professional development opportunities, teachers and administrators will be given a thorough understanding of how student assessment data can be used to support student success in a cyber environment.

Armed with this understanding, teachers will participate in monthly Professional Learning Communities (PLC) meetings as described in Section I.4 School Accountability, of the Application. In these meetings, teachers will review the progress of students using prior state assessment data and performance on state-aligned assessments offered in the course. During PLCs, teachers will work together across grade levels and subject areas to identify areas of needed improvement in the curriculum and the pedagogy. These decisions will be based on student performance and assessments of needs.

Further, in Section I.4 of the Application, the Board explains that the School will conduct Monthly School Data Training sessions to process data, and to review student outcomes and lessons learned from improvement initiatives.

While student results on the Pennsylvania System of School Assessments (PSSA) are important to the School, teachers and administrators will weigh student performance on those assessments along with performance on more regularly available aligned assessments such as the Classroom Diagnostic Tools (CDTs), Renaissance 360, and classroom lesson assessments.

Research and Best Practices of the Professional Development Plan

Within Section V.3 Human Resource Information, of the Application, the Board provides information about the professional learning model. The model that will be made available to Pennwood staff and administrators has won a Tech and Learning Award of Excellence, which recognizes the best educational application or service designed to support PK-12 or postsecondary education institution in the professional development of faculty and administrative staff.

The model was also awarded a Silver Award for Best Practices for Distance Learning Programming by the United States Distance Learning Association (USDLA). This award recognizes organizations that have designed and delivered outstanding and comprehensive best practices in distance learning programming, including program content delivery, integration of technology, presentation, and impact on participant learning.

As noted in the Application, Pennwood further commits to use the National Standards for Quality Online Teaching and the Pearson Core Standards for Facilitating Student Learning as guides as they pinpoint the unique needs of Pennwood students. Many of these details are not available until baseline student data is available. At that time, the Board, in consultation with the CEO, will seek additional professional development opportunities to meet the needs of the School's specific group of teachers and learners.

2024-2025 Professional Learning Sessions and Schedule

All teachers will have access to a Professional Learning Hub that includes a variety of synchronous and asynchronous professional learning opportunities to access and participate in throughout the school year. Teachers can self-select asynchronous assets to read/view and synchronous sessions to attend. Teachers are encouraged to participate monthly in professional learning by selecting a learning opportunity from the list of sessions. Additional professional learning is also offered throughout the school year.

The Professional Learning Hub provides content on various topics to support teachers in areas such as: student engagement, exceptional learners, instruction, multi-tiered system of support, to name a few. Below is a list of some of the professional learning opportunities available in the Professional Learning Program for the 2024-2025 school year, which are anticipated to also be available for the 2025-26 school year.

2024-2025 Sessions for New Staff* (Also the Induction Program Calendar)

Date	Topic and Description
August 2024	<p><u>Power BI® for Beginners:</u> How do staff login and access Power BI? How do staff locate reports within Power BI? How do users navigate Power BI? How do users export the data?</p> <p>Session Length: 60 Minutes Targeted Audience: All School Roles</p> <p><u>Power BI: Enrolled Student Snapshot:</u> Learn how to more efficiently determine which students need your attention using the new Enrolled Student Snapshot report.</p> <p>Session Length: 60 Minutes Targeted Audience: All Educator Roles</p> <p><u>LiveLesson® with Zoom – Session 1:</u> Wondering how to provide quality instruction virtually? Come and get excited about Zoom settings and room management! All staff using Zoom as their LiveLesson platform are invited to this session devoted to the following objectives: Set Zoom meeting settings for the Personal Meeting Room and Operate my Zoom room to facilitate a LiveLesson session.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><u>LiveLesson with Zoom – Session 2:</u> Can groupwork be done virtually? Of course!!! Come see how to set up and use Breakout Rooms in Zoom. All staff using Zoom as their LiveLesson platform are invited to this session devoted to the following objectives: Recognize what Breakout Rooms are and how they function, set up Breakout Rooms with different activities, start and end breakout sessions, and communicate with participants in Breakout Rooms.</p>

	<p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><u>Boots on the Ground:</u> Each 2-day session, offered Wednesday & Thursday from 12-2pm EST, will support teachers with a successful onboarding experience. (Offered bi-weekly through November; then, offered monthly)</p> <p>Session Length: Two Day, 120 Minutes; offered Bi-Weekly Targeted Audience: All School Roles</p> <p><u>School Year Cycle – Welcome Calls:</u> Attend this session to learn about the purpose of a Welcome Call, how to prepare for and conduct a successful one, and how to complete the necessary tasks after the call.</p> <p>Session Length: 60 Minutes Targeted Audience: All Teacher Roles, School Counselors, and Homeroom Teachers</p> <p><u>School Year Cycle – Curriculum Based Assessments (CBA):</u> Attendees will learn what a CBA is and more about its purpose. They will also how to conduct and document CBAs to ensure students are learning.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers and Teacher Managers</p> <p><u>Connections Term – Session 1 – What does it mean?:</u> In this session, the Director of Specialized Programs will provide an overview about the school's unique three-week Connections Term. Teachers will learn how to incorporate the school's annual Career Competency theme into their lessons. Teachers will learn more about the Engagement Badges and will receive information to be shared with families during Welcome Calls about the importance of the school's career competencies and badging focus.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p>
September 2024	<p><u>Online Classroom – Teacher Customization:</u> The Lesson Introduction Page is a feature that allows the course section teacher(s) to add a customized slide to the start of a lesson in their students' courses. Come learn how and when to best use this feature compared to the Lesson Note! Leave this session with templates & resources to use in your own course.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p>

	<p><u>School Year Cycle – Escalation:</u> In this session, you'll learn how to determine when a student's metrics indicate they are approaching alarm. You will learn which metrics to analyze, how to monitor and how to intervene when necessary, and follow up with Approaching Alarm and Alarm issues.</p> <p>Session Length: 60 Minutes Targeted Audience: All Educator Roles, including Teacher Managers and Leadership Teams</p>
October 2024	<p><u>Best Practices for Creating Custom Assessments:</u> In the first part of this two-part series, participants will learn more about what Depth of Knowledge is and how it can be beneficial in the creation of custom assessments! The second and final part of this two-part series will focus on best practices for writing and inserting a custom assessment.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><u>Counseling – Supporting Seniors and Post-Graduation Tasks:</u> Get prepared to support those December graduates during this session.</p> <p>Session Length: 60 Minutes Targeted Audience: School Counselors</p>
November 2024	<p><u>School Year Cycle – Ensuring Students Finish the Semester Successfully:</u> This session will focus on how to monitor your students' academic progress, how to use the School Year Cycle Calendar in Power BI to locate key end dates and discuss with families throughout the semester.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers, Teacher Managers and Administrative roles.</p> <p><u>Counseling: End of Semester 1 Tasks:</u> Learn more about how to complete all required semester 1 tasks during this session.</p> <p>Session Length: 60 Minutes Targeted Audience: School Counselors</p>
December 2024	<p><u>School Year Cycle – Setting Section Stages to Complete at Midyear:</u> You will learn what causes the Section Stage alert icon to turn red, identify the effects of setting a section stage to Complete, review a student's Grade Book and grade assessments prior to setting the stage to Complete.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p>

January 2025**

Counseling – Returning Student Course Selection: Join us if you are new (or returning) and need a refresher on how the Returning Student Course Selection process works!

Session Length: 60 Minutes
Targeted Audience: School Counselors

School Year Cycle – Welcome Calls: Attend this session to learn about the purpose of a Welcome Call, how to prepare for and conduct a successful one, and how to complete the necessary tasks after the call.

Session Length: 60 Minutes
Targeted Audience: All Educator Roles, School Counselors and Homeroom Teachers

School Year Cycle – Curriculum Based Assessments: Attendees will learn what a CBA is and more about its purpose. They will also learn how to conduct and document CBAs to ensure students are learning.

Session Length: 60 Minutes
Targeted Audience: Teachers

Pearson Online Classroom – Teacher Customization: The Lesson Introduction Page is a feature that allows the course section teacher(s) to add a customized slide to the start of a lesson in their students' courses. Come learn how and when to best use this feature compared to the Lesson Note! Leave this session with templates & resources to use in your own course.

Session Length: 60 Minutes
Targeted Audience: Teachers

School Year Cycle – Escalation: In this session, you'll learn how to determine which metrics indicate that a student is approaching alarm. You will learn how to monitor those metrics, and how to intervene when necessary.

Session Length: 60 Minutes
Targeted Audience: All Educator Roles, including Teacher Managers and Leadership Teams

Connections Term – Session 2: (K-8 Teachers): Specialized program assistant coordinators will work with grade level teachers to be trained on content to be delivered during the Connections Term. These coordinators will work with staff to identify students in need of remediation, and build targeted supports for each students' unique needs.

	<p>Session Length: 120 Minutes Targeted Audience: Teachers</p> <p><u>Connections Term – Session 2 (9-12 Teachers):</u> Teachers will work with the Director of Specialized Programs to support students participating in the Drexel program. Student data will be reviewed to build remediation and credit recovery student groups.</p> <p>Session Length: 120 Minutes Targeted Audience: High School Teacher Roles</p>
February 2025**	<p><u>Best Practices for Creating Custom Assessments:</u> In the first part of this two-part series, participants will learn more about what Depth of Knowledge is and how it can be beneficial in the creation of custom assessments! The second and final part of this two-part series will focus on best practices for writing and inserting a custom assessment.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><u>Counseling – Fall Semester Review:</u> This session will encourage reflection on the fall semester and how programs and processes should be improved for the spring.</p> <p>Session Length: 60 Minutes Targeted Audience: Counselors</p> <p><u>Counseling – Spring Semester Success:</u> Building on the Fall Semester Review session, let’s brainstorm ways to make sure the spring goes smoothly!</p> <p>Session Length: 60 Minutes Targeted Audience: Counselors</p>
March 2025**	<p><u>School Year Cycle – Monitoring Plans for Next Year:</u> In this session, we will identify key dates, roles, and responsibilities in the Monitor Plans for Next Year (ITR) process, familiarize ourselves with a family’s options and tasks to Prepare for Next Year, support families in completing their decisions and submitting required documentation and complete all required teacher tasks.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><u>Counseling – K-8 Collaboration:</u> Join this session to have virtual coffee with your counseling consultants! Come with questions and ideas to help your fellow counselors.</p>

	<p>Session Length: 60 Minutes Targeted Audience: Counselors</p>
April 2025**	<p><u>School Year Cycle – K-7 Student End of Year Tasks:</u> Join this session to understand and use common End-of-Year (EOY) acronyms, identify due dates for tasks associated with the end of the school year, identify and complete key tasks in each student's End-of-Year Tasks (Grades K-7) Data View, discuss some less common placement scenarios.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers, School Administration Teams, Registrars and Counselors</p> <p><u>Withdrawal Tasks Communities of Practice:</u> This will be a time for collaboration among school withdrawal representatives, school leaders, and your support team. Some of the topics that can be discussed are helpful reports, changes that affect withdrawal processes, document updates, and withdrawal feedback that will assist the school in better serving families.</p> <p>Session Length: 60 Minutes Targeted Audience: School Administration Teams, Registrars and Counselors</p> <p><u>Counseling – Transitioning to Next Year:</u> Come to this session to learn best practices about how counselors can successfully transition into the next school year.</p> <p>Session Length: 60 Minutes Targeted Audience: Counselors</p>
May 2025**	<p><u>School Year Cycle – Setting Section Stages to Complete at End of Year:</u></p> <p><u>Counseling – End of Year Processes:</u> This session will help you understand all tasks that need to be done at the end of the school year for your students.</p> <p>Session Length: 60 Minutes Targeted Audience: School Administration Teams, Registrars and Counselors</p>

**All staff are welcome to these sessions, but the targeted audience are new staff members.*

*** The spring 2025 Professional Learning and Training schedule has not been finalized. The above listings are tentatively scheduled for the months listed and are subject to change.*

2024-2025 Sessions for All Staff

Date and Topic	Topic and Description
August 2024	<p><u>LiveLesson with Adobe Connect and Zoom – Dynamic Classroom</u> Activities: Need help filling your virtual instruction toolbox? You are in the right place! All staff are encouraged to join this working PL session focused on the following objectives: collaborate with peers about virtual instruction, discover how to set up a LiveLesson session for a particular activity, and fill your virtual instruction toolbox with easy-to-implement activities.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p>
September 2024	<p><u>Kindergarten Literacy – Keys to Success:</u> This session is designed to provide kindergarten teachers a quick overview of how the brain learns to read, followed by ideas for instruction aligned to the new kindergarten language arts course. Participants in this session will leave with ideas for their live lessons and information they can share with Learning Coaches via the Lesson Introduction Page.</p> <p>Session Length: 60 Minutes Targeted Audience: Kindergarten Teachers</p> <p><u>Science of Reading and Dyslexia:</u> This session is open to anyone K-12 that is interested in learning about the science of reading, how the brain learns to read, signs and symptoms of dyslexia, and how best to support students in the reading process.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><u>Supporting English Learners in General Education, Special Education, and Counseling:</u> How can I best support the EL students in my course? This session will provide insight and resources for non-EL teachers.</p> <p>Session Length: 60 Minutes Targeted Audience: School Administration Teams, Registrars and Counselors</p> <p><u>The Science of Reading for Elementary Teachers (3 Part Series):</u> In these sessions, participants will experience what it is like to have dyslexia, learn the many characteristics, and begin to understand how the brain learns to read. Then, participants will review how the brain learns to read, how to identify students who are struggling with phonological awareness, and participate in practice activities/lessons that can be utilized in LiveLesson sessions. Lastly, participants will learn how to identify students struggling with decoding and syllabication, and participate in practice activities/lessons that can be utilized in LiveLesson sessions.</p>

	<p>Session Length: 60 Minutes Targeted Audience: Teachers</p>
<p>October 2024</p>	<p><u>Supporting Anxious Teachers:</u> Do you get anxious or worried when it comes to facing difficult conversations? Do you or someone you know struggle with stress and anxiety? Join us for this session where we will explore strategies for managing anxiety and for being more confident when it comes to dealing with conflict.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers, Teacher Managers</p> <p><u>Video Options for Student Engagement:</u> This session will help you identify topics you could create videos for in your courses, explore the pros and cons of a variety of video creation tools and websites you can use in your online classroom, determine how to share your videos with students, and employ best practices for creating and sharing videos.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><u>Teacher Hacks:</u> There are little tricks out there that simplify the work we do every day. Some of them were designed to be support tools, yet others are a series of steps someone discovered to make life a little less challenging. Don't let virtual teaching get you down. Find a way to accomplish the task better and faster.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p> <p><u>Make Your Mark – Virtual Educator Conference:</u> This conference is for teachers by teachers.</p> <p>Session Length: Annual, 3-day Virtual conference Targeted Audience: Teachers</p>
<p>November 2024</p>	<p><u>The Science of Reading for Secondary Teachers (3 Part Series):</u> In the first session, participants will review how the brain processes language, signs and symptoms of dyslexia in older students, the importance of phonemic awareness, phonics and fluency in older students and how to support these areas. In the second session, participants will review the use of syllables and morphemes and how to support the reading and writing needs of older students with instruction in these areas.</p> <p>In the last session, participants will review how to support vocabulary and comprehension needs via use of structured language, text structure and visualization techniques in older students.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p>

	<p><u>LiveLesson Planning – Beyond the Content:</u> Discover the best ways to plan LiveLesson sessions that are beneficial to all students, no matter what lesson they are on in your course. Let’s go beyond the content and captivate our learners! LiveLesson is your time to shine as an educator. Session Length: 60 Minutes Targeted Audience: Teachers</p>
December 2024	<p><u>Mindfulness Open Sessions:</u> Please feel free stop by to relax, color in some virtual coloring books, or even bounce ideas off other teachers and counselors for a nice 5-minute break in your day. Session Length: 60 Minutes Targeted Audience: Teachers, Counselors</p>
January 2025*	<p><u>Positive Behavior Intervention Support in a Virtual School:</u> Join this professional development opportunity to learn how you could start a structured PBIS program. Attendees will see examples of grade band behavior expectations as well as a way to use the learning management system to help track PBIS points. Session Length: 60 Minutes Targeted Audience: Teachers, Counselors</p> <p><u>Cultivating Student Self Leadership:</u> In this interactive session, we will explore how to develop student self-leaders in the virtual classroom. You will come away with tools and resources for empowering your students to have a developed sense of who they are, what they can do and where they are going along with an awareness of their ability to influence others while controlling their own emotions and behavior. Session Length: 60 Minutes Targeted Audience: Teachers, Counselors</p>
February 2025*	<p><u>Mindfulness:</u> In our fast-paced world, we are hard-pressed to find time to stop and notice the things that are going on right in this moment. Please join us as we discuss mindfulness, how it impacts students and learning, and receive tools on how you too can practice mindfulness in your virtual classroom, and your everyday life. Session Length: 60 Minutes Targeted Audience: Teachers, Counselors</p> <p><u>LiveLesson with Adobe Connect and Zoom - Dynamic Classroom Activities:</u> Need help filling your virtual instruction toolbox? You are in the right place! All staff are encouraged to join this working PL session focused on the following objectives: collaborate with peers about virtual instruction, discover how to set up a LiveLesson session for a</p>

	<p>particular activity, and fill your virtual instruction toolbox with easy-to-implement activities.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p>
<p>March 2025*</p>	<p><u>Supporting Anxious and Depressed Students:</u> Recent studies show that over 30% of the population is experiencing symptoms of anxiety, which can directly impact student success. In this interactive session, discover how to identify anxious students and explore simple strategies for empowering those students both inside and outside of the virtual classroom.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers, Counselors</p> <p><u>Trauma Informed Practices in the Virtual Environment:</u> Trauma-informed education and practices start with an understanding of how trauma can impact learning and behavior. With this approach, educators think about what student behavior may be telling them. And they reflect on their teaching practices to find ways to better support students who may be experiencing trauma. These practices can also help all students build coping skills and self-efficacy—which are helpful whether they’ve experienced trauma or not.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers, Counselors</p> <p><u>Creating a Virtual Classroom Among Schools:</u> In this session, you’ll learn how to identify how classroom relationships promote student success, how to recognize practices that create a strong classroom community, discuss some tools that may help foster virtual communities.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers</p>
<p>April 2025*</p>	<p><u>Future Focus (Grades 9-12) – Success as a First Generation College/Trade School Student:</u> This session will help you understand how you can support students who may be the first generation in their family to go to college or trade school.</p> <p>Session Length: 60 Minutes Targeted Audience: High School Teachers, Counselors</p> <p><u>Diversity, Equity, and Inclusion – Ensuring Inclusivity with All Populations:</u> Creating an inclusive school means ensuring students from all backgrounds—regardless of socioeconomic status, ethnicity, race, gender, disability, household income, or ZIP code—have equal access to education and services. In this interactive session, we will explore how</p>

	<p>inclusive strategies contribute to an inclusive learning environment in which all students feel equally valued.</p> <p>Session Length: 60 Minutes Targeted Audience: Teachers, Counselors, Leadership Teams</p>
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**The spring 2025 Professional Learning and Training schedule has not been finalized. The above listings are tentatively scheduled for the months listed and are subject to change.*

Digital Resource Libraries

Digital Resources are available through an easy to navigate site and serve as a one-stop shop for teachers and staff to find guidance on training resources. Each section contains links to resources designed to support teacher effectiveness, best practices, and tools designed to personalize the learning experience for students. The website supports school-based staff with a variety of recorded tutorials, presentations, guides, and links to resources in a variety of key categories:

- Pearson Online Classroom Tools
- Curriculum and Course Support
- Data & Reports
- Enrollment, Placement, and Withdrawal
- Family Engagement
- Multitiered Instructional Support
- School Year Cycle
- Teacher Protocols, Policies, and Best Practice
- Live Lesson Sessions

APPENDIX V

DRAFT SCHOOL HANDBOOK

This appendix includes the following:

- Draft School Handbook



School Handbook

Last Updated: August 2023

800-382-6010

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Getting Ready

Quick Tips

Get to Know Pennwood Cyber Charter School Policies

Please take some time before the school year starts to understand the policies in this School Handbook and in the School Handbook Supplement. You and your student are bound by the policies in these documents, so please refer to these handbooks throughout the year to ensure you and your student are compliant with the School's policies and procedures.

Getting Ready for the School Year

Learning Coaches and students should check their To Do list on their home page in Pearson Online Classroom every school day. **Be sure to complete the assigned orientations and trainings** you find there; this will help ensure that you and your student get off to a great start for the school year.

Setting up your student's "learning area":

1. Dedicate a space for keeping school materials and supplies organized
2. Place your student's "classroom" in a quiet area that is free of distractions
3. Create a filing system for portfolio assessments, student work, and important papers
4. Create a showcase area to display your student's work
5. Review your calendar, set a schedule, and post the daily routine

If you're waiting for a computer delivery, review the set-up requirements and make sure everything you need is in place, including broadband internet service, so when your computer arrives, you are ready to go. Please note that you can access assignments and complete work in Pearson Online Classroom without receiving your materials first. If you are using your own computer, take time to review the system requirements in Pearson Online Classroom Help (accessed via the **MORE** tab on the Toolbar) to ensure you are set up properly. As soon as you are enrolled and set up with your internet access, you can get started with your schoolwork!

Learning Coaches can prepare for their role by exploring the many family support resources offered. From the Home Page, select the Links tab, then select Learning Coach Central. Here you'll find a "Getting Started Checklist," a link to the "Prepare for Success" website, announcements about LiveLesson sessions designed to help Learning Coaches support their students adjust to virtual learning, and much more!

Need Help?

Our Pearson Online Classroom Help has a lot of answers! Select the **MORE** tab on your toolbar in Pearson Online Classroom and then select the Help button. You can also call the School's support line at 800-382-6010 or send a WebMail message to Technical Support if you have any issues with your computer, Pearson Online Classroom, or accessing the internet.

If you want to get to know your teacher(s), check out the Teacher Communication Data View. To access this Data View, select your student's name from your Home Page. From there, you will see the courses your student is taking. Select the  icon beside the teacher's name and then select and view the teacher's Teacher Communication Data View information. Review the teacher's prior experience and qualifications, courses taught, contact information, and more!

Welcome to Pennwood Cyber Charter School! We hope you have a great year!

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*More details on these areas are available in the School Handbook Supplement.

1 Introduction

Please be sure to refer to the School Handbook Supplement for additional, school-specific information on these topics. All policies in this School Handbook apply to grades K–12 unless otherwise noted. Specific information related to high school is found in the School Handbook Supplement.

Non-discrimination Statement

Practices that exclude, deny benefits to, or otherwise discriminate against any person on the basis of ethnic group identification/ethnicity, marital status, race, color, national origin, ancestry, sex, sexual orientation, gender identity, religion, physical or mental disability, athletic performance, language proficiency in English or another language, prior academic achievement, or age in the admission to, participation in, or receipt of the services in educational programs and activities, or in employment practices, or any other area protected under federal or state law are strictly prohibited.

The School Handbook Supplement will have specific information on age enrollment eligibility.

The School's non-discrimination policy is in accordance with the provisions of Title VII of the *Civil Rights Act of 1964*, Title IX of the *Educational Amendment of 1972* (Title 9), Section 504 of the *Rehabilitation Act of 1973* (Section 504), the *Age Discrimination Act of 1975*, and the *Individuals with Disabilities Education Act of 2004* (*IDEA*). The Pennsylvania-specific non-discrimination policy is available in the School Handbook Supplement.

2 School Overview

2.1 Program Overview

Pearson's Education Management System's high-tech, high-touch, cyber "school without walls," combines the best in cyber education with very real connections among students, families, teachers, and the community. The program combines a first-class curriculum, high-quality teachers, state-of-the-art technology, community connections, and a personalized learning approach that works together to maximize student learning.

2.2 Pennwood's Commitments*

Pennwood Cyber Charter School has high expectations for its students and their families and a commitment to the rigorous educational program implemented is required for success. In return, Pennwood holds itself to high standards and makes the following commitments:

- 1 The School will contact the student and their Caretaker on a regular basis and treat them as valued and respected partners in the common goal of student academic achievement.
- 2 The School will partner with the student and family to provide a Personalized Learning Plan (PLP) to meet the student's individual learning needs.

- 3 The School will provide a quality education program, including curriculum, instructional materials, and a certified, well-trained teaching staff.
- 4 The School will support students and families with the training needed to learn how to use Pearson Online Classroom and provide encouragement needed to fulfill their responsibilities.
- 5 The School will make a strong effort to incorporate all stakeholders' feedback for the continued improvement of the program.
- 6 The School will encourage the student's social interaction with other students and families by supporting community coordinators and school staff in their efforts to organize various field trips and community events. The School's Get Connected! program will help facilitate these opportunities to connect.
- 7 For students with disabilities, the School will follow Individualized Education Programs (IEPs) to provide a Free and Appropriate Public Education (FAPE). The School will also follow students' Section 504 plan requirements for accommodations to address each eligible student's individual needs as required by law or regulation.
- 8 The School will support Caretakers by providing school records or other required information when seeking to transfer their student to another educational program.
- 9 The School will comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). (See Appendix 2 for the FERPA policy.)
- 10 The School will comply with the provisions of the Children's Online Privacy Protection Act of 1998 (COPPA). (See Appendix 4 for the Privacy Policy, including COPPA statement).
- 11 The School will provide approved Caretakers access to student records and related school information through Pearson Online Classroom in accordance with applicable federal and state law.
- 12 The School will always operate in accordance with state and federal law while keeping the best interests of the student in mind.

3 School Organization and Roles

3.1 Roles and Responsibilities

Caretaker (Parent or Legal Guardian)

A "Caretaker" is a parent(s) and/or legal guardian(s) who enrolls the student and satisfies the student's enrollment requirements. All Caretakers are automatically given "Learning Coach" (see below) access in Pearson Online Classroom so they can perform the Learning Coach duties. Caretakers must agree to and sign the Parent/Learning Coach Acknowledgement (PLCA) as part of the enrollment process. While Caretakers automatically have Learning Coach access, they may also designate another adult or adults as Learning Coach(es) either *in addition to* or *in place of* the Caretaker by completing and submitting the Designated Learning Coach Agreement form. Even if the Caretaker designates another adult or adults as Learning Coach(es), the Caretaker will continue to have Learning Coach access in Pearson Online Classroom. The

Caretaker always has full and final authority for the child's education and educational decision-making with the School, and therefore must be available to the school staff for discussions related to the student's educational and other school-related needs.

Learning Coach

The Learning Coach is the adult who performs tasks such as recording attendance, reviewing lessons, providing supervision, and communicating with teachers. Each student will have at least one Learning Coach who is usually the student's Caretaker. Caretakers may designate another adult or adults as the student's Learning Coach(es), either in addition to or in place of the Caretaker, for daily oversight of the student's schoolwork and school-related activities, by completing the Designated Learning Coach Agreement form. As noted, the Caretaker always has full and final authority for the child's education and educational decision-making with the School, and therefore must be available to the school staff as needed for discussions related to the student's educational and other school-related needs.

The duties and responsibilities of the Learning Coach are detailed in this Handbook and in the School Handbook Supplement, so it is important that both Caretakers and Learning Coaches read both documents carefully.

The *Get Coaching! Program* is designed to assist Learning Coaches and Caretakers in understanding and fulfilling their role in their student's education at Pennwood. Through the *Get Coaching! Program*, we provide Learning Coaches and Caretakers with ongoing support, provide access to resources, and facilitate connections with other Learning Coaches. The *Get Coaching! Program* resources are available under Links on the Learning Coach and Caretaker Home Page.

Under certain circumstances, students who are eighteen (18) years of age or older, or an emancipated minor, may request to be their own Learning Coach. To discuss this option, students should contact their teacher or Assistant Principal.

Student

The student's role at Pennwood Cyber Charter School is to learn to the best of their abilities. Therefore, students should expect to take age-appropriate individual responsibility for their own learning. This is accomplished by applying themselves to their studies in a focused and serious manner, working hard, becoming engaged in the lessons and activities, asking questions, exploring their personal interests, improving areas of academic weaknesses, and capitalizing on strengths. Students are expected to complete their own work and uphold the principles of the Honor Code (Appendix 1).

Eligible Student

An “Eligible student” refers to students over eighteen (18) years of age and emancipated minors. Other uses of ‘eligible student’ will be qualified with the area of eligibility; for example, “504-eligible students.”

CEO

This individual is responsible for the administration of the School and ensuring students are provided with the support and assistance they need.

Homeroom Teacher (Elementary Students)

Each elementary student is assigned a homeroom teacher. The homeroom teacher serves as the family’s central point of contact at the school and works with students and their Learning Coaches to develop and implement the Personalized Learning Plan (PLP).

The homeroom teacher is responsible for making instructional decisions such as providing instructional interventions; interacting synchronously with students for instructional purposes; verifying the student’s course work; providing timely feedback to students on their academic work; issuing final course grades; reviewing and approving adjustments to students’ schedules (such as vacations and/or field trips); and making recommendations regarding promotion and retention to the school leadership.

Homeroom teachers may assist with things such as confirming and arranging standardized testing plans (dates, times, locations, etc.) working with Learning Coaches to run the Scheduler (adjusting the student’s Planner within Pearson Online Classroom), addressing basic technical concerns, and assisting with the process for marking and/or changing student attendance. The name of the teacher is listed next to each course name on the Pearson Online Classroom home page and in the Grade Book so that students and Learning Coaches can easily identify and contact teachers as needed.

School Counselor, Homeroom Teachers, and Advisory Teacher (Middle & High School Students)

Each middle and high school student will have an Advisory/Homeroom Teacher, and a School Counselor. The School Counselor assists students and Learning Coaches with course selection, student transfers, graduation requirements, college and career planning, interpersonal counseling, course placement changes as needed, and general academic guidance.

A School Counselor or other qualified staff member is available to assist with high school credit or college/career questions or to help with post-high-school plans including career, college/university, the military, or the workforce.

Subject Specific Teacher

The subject-specific teacher is the primary contact for students and Learning Coaches for subject-specific questions. These teachers are responsible for handling the following instructional issues:

- Providing timely and relevant feedback on student work, including grading and updating progress reports;
- Facilitating instruction using research-based strategies and resources to address skill gaps with a particular assessment or concept;
- Managing the course scope, pacing, and sequence to ensure a student's academic success;
- Personalizing the curriculum, including modifying lessons and assessments proctoring state and/or federally mandated tests.

Subject-specific teachers proactively monitor each student's progress using Pearson Online Classroom and through regular contact via phone, streaming audio and video (LiveLesson sessions), and WebMail messages (our Pearson Online Classroom-based email system). Subject-specific teachers provide small and large group instruction to their students on key concepts and skills; add, expand, or modify assessments based on the student's demonstrated mastery of the material; assign and score assessments and portfolio items; and provide feedback on the student's performance to the student, Learning Coach, or homeroom/advisory teacher.

Teacher feedback is provided using rubrics, assessment grades, phone conferences, WebMail messages, and LiveLesson sessions. Depending on a student's needs and grade level, subject-specific teachers provide instruction in a variety of ways to address the needs of each student. Subject-specific teachers evaluate students in their corresponding subject area(s), provide instructional resources based on the student's learning needs, prepare student progress reports (at schools that issue them), verify the student's course work, issue final course grades, and make promotion or retention recommendations (for students in grades K–8).

Generally, middle and high school students will have a different subject-specific teacher for each course. Elementary students will have the same subject-specific teacher for most subjects; these teachers may also be the student's homeroom teacher.

Substitute Teachers

Substitute teachers are teachers who meet the state requirements for being substitute teachers in their state. They serve as homeroom and/or subject-specific teachers when the regular teacher is not available for an extended period (on military or medical leave, etc.). Substitute teachers perform all the duties of a teacher or subject-specific teacher.

Teaching Assistants

Teaching assistants may perform many of the duties of a homeroom teacher or subject-specific teacher, as

defined above. However, teaching assistants are not permitted to issue final course grades and they must work under the supervision of a certified teacher.

Community Coordinators (Caretaker Volunteers)

Community Coordinators are typically Caretakers of students in the School who create opportunities for community projects, field trips, and group meetings with other students and families. They also serve as a clearinghouse for information about local extracurricular activities and events. Pennwood will provide information to families at the start of the school year about how to become a Community Coordinator and will distribute the Community Coordinator's contact information to families. If you have a question or a suggestion related to a local activity or opportunity, contact your assigned Community Coordinator.

All Community Coordinators (volunteers) must submit to a background check which includes:

- Child Abuse History certification from the Department of Human Services
- Report of criminal history from the Pennsylvania State Police
- FBI certification
 - » Volunteers that have not maintained 10 years of consecutive residency in Pennsylvania will be subject to a FBI fingerprint criminal history check. Previous FBI certification may be submitted if performed within the last 10 years.

Student Support Team

The Student Support Team (SST) consists of several individuals with various roles at the school, with the goal of supporting struggling students' academic and behavioral needs. The SST may be comprised of teachers, staff members, administrators, school counselors, intervention specialists, parents as needed, and others at the school who may have knowledge of student performance and needs. The SST meets regularly to discuss individual students referred to the team by school staff or parents. Concerns may be related to academic performance, engagement, or physical and mental health. Students are identified as needing additional support based on universal screening assessments conducted with all students, teacher and/or Learning Coach observation and knowledge of the student, and/or a review of the student's academic performance, participation, and/or attendance levels documented in Pearson Online Classroom.

The Student Support Team shares information among its members about a students' academic and/or other challenges and makes recommendations for implementation of instructional or other interventions. SST members also perform regular data collection on progress of these interventions, and other relevant information. The team develops and recommends additional instructional strategies and resources for the student's teacher(s), Caretaker, and Learning Coach, and follows up to ensure that these strategies are indeed helping the student make adequate progress and show academic improvement. Caretakers are kept informed regarding interventions and student progress.

3.2 Required Student Safety Trainings for School Staff

Pennwood takes student safety and well-being very seriously and believes that students should be able to learn in a safe and comfortable environment. Therefore, in addition to the comprehensive set of required courses and trainings for school staff that focus on educational practices, teachers are required to take two (2) courses that focus specifically on student safety:

- **Internet Safety:** This course provides valuable information about practicing safe behaviors online.
- **Students in Distress: Recognizing and Responding:** This course is designed to ensure teachers and other school staff are familiar with the signs of student distress and know how to respond promptly and professionally when they observe such signs or behaviors.

All members of School staff must complete required trainings at the beginning of the school year and refer to the trainings throughout the year as needed. The CEO, or designee tracks completion of these trainings to ensure all staff members have completed them in the required time frame. Caretakers and Learning Coaches are asked to communicate and collaborate with teachers and other school staff as they work to fulfill their professional roles in supporting student safety and well-being. They are asked to involve additional parties as appropriate to address concerns, and to always keep student safety and well-being at the center of the conversation.

3.4 School Schedule

Students and their Learning Coaches may develop their own schedule to fit their specific needs, both in how they structure each school day and their overall schedule, provided no state or local regulations are violated. However, students must still attend school regularly, meet their School's attendance and/or instructional hour requirements, correspond with their teachers, and complete lessons and assessments as expected.

Students must also be available during regular school hours for any required phone conferences or participation in LiveLesson sessions unless school-approved alternate arrangements are made. Most teachers are available only during regular school business hours. Students will be informed of these hours and any individual variations in teacher schedules at the beginning of each course and through the Teacher Communication Data View.

3.4.3 Emergency Closure Plans

If the School's office closes due to an emergency such as hazardous weather conditions, the School will send Caretakers a "Must Read" WebMail message explaining the details of the office closure. The School will also record a voice mail message announcing the details of the office closure and the availability, or lack of availability, of teachers and other school services.

Even if the School's office closes due to hazardous weather or other emergencies, students should plan to complete lessons and mark their attendance for the day if they are able to work either online or offline, unless otherwise notified.

3.5 Enrollment, Withdrawal, and Transfers

Pennwood Cyber Charter School abides by all federal, state, and local policies and guidelines for student admission and does not impose admission requirements that are inconsistent with these policies and guidelines.

This includes compliance with the McKinney-Vento Act regarding homeless students, including but not limited to, enrolling homeless students in a timely manner even if the student is unable to produce records normally required for enrollment (e.g., proof of residency or previous academic records), and providing those students with services comparable to services offered to students not experiencing homelessness. The CEO or their designee shall serve as the liaison for homeless students.

3.5.1 Returning Students

Caretakers that plan to continue their enrolled students with Pennwood for the next academic year must communicate their plans in the "Tell Us Your Plan" Data View. This is available on the Caretaker's To Do List each year. Caretakers will be provided with detailed information on how to complete these tasks, **which should be completed as soon as the Caretaker knows the student intends to return** the following year. Caretakers of students who have withdrawn from a Pennwood but wish to return should enroll through the School's Website (<https://www.connectionsacademy.com/pennwood-cyber-charter-school/>).

If a student wishes to return to Pennwood after withdrawing, the Caretaker should contact the Enrollment Department at 800-382-6010 to initiate the re-enrollment process. These students should not complete a new online registration. Additional documents may be required for reenrollment.

3.5.3 Enrollment after the Start of the School Year or Semester*

Students may enroll at any time during the school year. Students who enroll after the start of the school year or semester will be placed at the appropriate starting point in the curriculum based on work they have already completed, and discussions between the family and teachers and school counselors. Participation in a special orientation course for students who enroll after the start of the school year is suggested.

3.5.4 Dual Enrollment in a College or University

Interested students who are academically and socially ready may wish to consider supplementing the Pennwood curriculum with college-level courses through a college or university dual enrollment program. While this option will apply primarily to high school students, some advanced middle school students may also wish

to consider this option. All students should consult with their school counselor or advisory teacher prior to enrolling in college courses to be sure they are fully informed about specific state requirements as well as the benefits and responsibilities of adding one or more college course(s) to their workload.

3.5.5 Withdrawing from School*

Students may withdraw from the School at any time, provided that the Caretaker provides Pennwood staff with either evidence of homeschool registration consistent with state requirements or the name and location of another public or private school the student will attend.

Prior to withdrawing, the Caretaker and/or Eligible student (in the case of an emancipated minor) should discuss with a school staff member the student's reason(s) for withdrawing. It may be possible to address the concerns and avoid withdrawal. If a student or Caretaker is experiencing a problem with a teacher, they should contact the CEO, Assistant Principal, or their designee to discuss possible solutions for continued enrollment.

The student's Caretaker and/or Eligible student generally may begin the withdrawal process in two ways;

- From the Caretaker home page in Pearson Online Classroom, select the student's  and go to Initiate Student Withdrawal Data View. Complete the Next Schooling information and select Save and Finish to submit the form.

This method should **not** be used to indicate a student does not intend to return for the following year. The Initiate Student Withdrawal Data View will result in the immediate withdrawal of the student for the current year.

- Contact your teacher by phone or WebMail message and inform your teacher of your intent to withdraw your student(s). If you use the WebMail system, be sure to include the date of the student's expected exit from the School, and the name of the qualified educational program that your child will be using instead. You will then be contacted by the school to acknowledge your intent to withdraw your student.

See Section 10, Educational Materials Provided by the School and Technology, for information concerning the return of school equipment and materials as part of the withdrawal process.

3.5.6 Location Change*

Any time a student initiates a Location Change, the Caretaker must contact the School to discuss the change and ensure the student remains compliant with all School, state, local, and other applicable regulations and policies. The four types of Location Change, and the related policies, are listed below:

- Permanent In-Area Location Change/ Address Change within Pennsylvania: change of residence within Pennwood's service area. Example: The family purchases a new home during the school year. For this type of location change, the Caretaker must:

- » Contact the Enrollment Department to notify them of the location change as soon as possible, but no later than thirty (30) days after the move. The Caretaker must provide new proof of residency documentation and updated student contact information within thirty (30) days of the move. Failure to provide an updated proof of residency may result in withdrawal from the school, as permitted or required by federal, state, or local policies and guidelines for enrollment.
- » Inform the student's homeroom, or advisory teacher, as appropriate.
- Temporary Location Change: Travel or relocation away from student's residence for longer than three (3) weeks. Example: The family stays with a relative in another state for two (2) months. For this type of location change, the Caretaker must contact the CEO or homeroom teacher prior to the Location Change for permission to make the Location Change. The CEO will determine per state requirements if the student can make this Location Change and remain eligible to stay enrolled in the school. Location changes may also affect support services.

If the CEO grants permission for the Location Change, the Caretaker will be required to complete a Location Transfer Request Form available in the Enrollment section of the Virtual Library and submit it to the school. The CEO or designee will sign the form and provide the Caretaker with a copy of the form. This copy will serve as formal written approval from the CEO for the student to remain enrolled during the Temporary Location Change.

Note: Stationary computer equipment (desktop computers and monitors) may never be taken out of the state for Temporary Location Changes. Laptops may move temporarily with the student, if the student remains actively enrolled in the school and updated address and contact information for temporary location has been received.

- Alternate Learning Location(s) Change: Student learning regularly occurs in an alternate location but there is no change in the student's residence. Example: The student's Learning Coach is a neighbor, and the student regularly works at the Learning Coach's home. For this type of location change, the Caretaker must contact the School Leader prior to the location change to confirm that this Location Change will not affect the student's enrollment eligibility.
 - » If the CEO grants permission for the Location Change, the Caretaker will be required to complete a Location Transfer Request Form and submit it to the School. The CEO or designee will sign the form and provide the Caretaker with a copy of the form. This copy will serve as formal written approval from the CEO for the student to have an alternate learning location or locations. Note: Caretakers are always responsible for school-provided equipment and materials, regardless of where the materials/equipment are located. See Section 10, Educational Materials Provided by the School, for more information.
 - » In any of the above types of Location Change, the student must continue learning activities, required communications, and must still comply with all state testing and other state and school requirements.
- Permanent Out-of-Area Location Change: Move to another state.

If a student moves out of state, all computer equipment and curriculum materials must be returned to the School. The following actions related to Location Change may cause the student to be immediately withdrawn from the school:

- Engaging in any type of Location Change without notifying the CEO and/or the Enrollment Department team.
- Failure to complete and submit the required Location Change forms.
- Failure to provide the Enrollment Department team and/or the School with any additional required documentation.
- Failure to receive specific written permission to remain enrolled when engaging in any form of Location Change.

3.5.7 Learning Environments and Working with Multiple Students

It is essential that the Learning Coach designated to support students in the cyber school environment fully understand their responsibilities and can perform them as required. Additionally, if the group learning environment requires the transfer of any equipment or materials, Caretakers must complete the Location Transfer Request Form (as described in the Location Change section in this handbook) and be granted permission to move materials/equipment.

3.6 Assessment

It is essential that student performance is regularly assessed. Pennwood uses the following types of assessments to determine students' skill levels, to evaluate performance, assign educational plans, and to develop a permanent school record.

3.6.1 Pre-testing, Mid-testing, and Post-testing to Measure Academic Progress

At the beginning, middle, and end of each academic year, the School may administer formative assessments or other evaluation tools as pre-, mid-, and post-assessments to students in grades K–12. These assessments provide instructional guidance for teachers and Learning Coaches, help teachers to construct and implement the Personalized Learning Plan (PLP), and measure the student's academic gains over the year.

Exempting Alternate Assessment Students from Formative Assessment Participation

If a student's IEP designates alternative state testing and alternative curriculum, the student is exempt from mandatory Pre-testing, Mid-testing, and Post-testing. However, at the Learning Coach's request, the student may still complete the testing and receive scores as these assessments can be a useful diagnostic tool.

3.6.2 Assessments within the Curriculum

As students progress through their courses, they will engage in many different types of formal and informal assessments. All assessment types are listed below, though not all courses or grade levels will have all these assessment types. Some assessment types count more heavily towards the student's final course grade than others. For example, the grade a student earns on a Unit Test or Portfolio has a bigger impact on the student's final grade than a Quiz. (Assessments are listed in alphabetical order.)

Weighted Assessments

Discussion: Discussion assessments are found in grades 3-12 and allow students in the same section to communicate with each other during a semester; each student's contribution to the discussion is graded by the teacher based on the discussion rubric. The discussion window remains open throughout the semester. After the semester closes, students must send WebMail messages directly to their teachers to reply to discussion posts.

Draft Assessments: Draft assessments allow teachers to monitor students' work as it progresses. For example, students may be required to submit rough drafts or other precursor components of portfolio items to their teacher.

Final Exam*: Final exams test students on their course knowledge acquired during a semester. Final exams contain multiple question types and are embedded with lesson content.

Participation: Typically, participation accounts for five percent (5%) of a student's overall grade. Some courses may contain participation assessments in which students document their participation in an activity, such as Time to Talk or a LiveLesson session; in these instances, participation may account for greater than five percent (5%). Whether to include participation in the student's grade, and the requirements to earn full participation credit for a course, are determined by the School.

Portfolio: A portfolio is an assessment type that requires students to submit documentation (e.g., essays, presentations, reports, graphic organizers) to their teachers electronically through the Drop Box. . Students in grades 9-12 are expected to submit their portfolios through the Drop Box. Portfolio items are reviewed and graded by the teacher.

Most portfolios include a rubric designed to help the student understand the expectations for this lesson. Note: Not all courses use these conventions.

Practice for AP® Exam*: This assessment appears in some Advancement Placement courses as preparation for the AP® Exam. It features multiple choice questions and practice writing opportunities. Students receive immediate feedback to guide their review study.

Pretest*: Pretests, typically contain 10-15 multiple choice questions, assess students' prior knowledge of a subject and are customized based on the skills addressed. The questions are automatically scored and do not include content requiring teacher review or grading. Pretests align to the unit objectives, and they assess the major skills and concepts for that unit.

Quick Check*: Quick checks are non-cumulative assessments added to the end of some lessons in grades 1-

12. Quick checks for most middle and high school courses as well as some elementary courses are graded and weighted. Quick Checks are brief (usually 3–5 multiple choice questions), and the questions are automatically scored and do not include content requiring teacher review or grading.

Quiz*: Quizzes, which typically contain 5-10 questions, are longer than Quick Checks and cover material from more than one lesson. Though some questions may require teacher grading, most quiz questions are automatically scored. Quizzes are not in all courses.

Sample Work: Sample work assessments allow teachers to monitor students' work samples as they progress. The requirements of a sample work submission vary by course and teacher. For example, Algebra 1 teachers may select specific assignment samples and request them from their students.

Unit Test*: Unit tests cover material from all lessons in a specific unit. Unit tests are longer than quizzes, contain a variety of question types, and are weighted more heavily than quizzes toward a student's final grade. Some questions on a unit test may require teacher grading.

*This assessment type must be completed in one sitting. Students cannot answer some questions, save their work, and return later to complete the remaining portion of the assessment.

Non-Weighted Assessments

The following assessment types are also found in the curriculum, but do not have an impact on the student's grade.

Course Survey: Course surveys are non-graded assessments that ask students for their opinions regarding a course and their teacher. Surveys are usually placed at the end of a course and may be linked through the student's list of Data Views.

Online Practice*: Online practice assessments allow students to answer practice questions for a specific lesson or unit so they can measure their own grasp of a subject or concept. The questions are automatically scored, and do not contain content that requires teacher review or grading. These assessments are scored but do not impact a student's final grade and may occur several times in a unit. These assessments often offer targeted feedback to the student, visible in the review guidelines after the assessment has been submitted.

Reflection*: Reflection assessments are used in math courses to get students thinking about their relationship with mathematical concepts from a unit (or preceding units) and about themselves as learners and mathematicians. These assessments contain mainly multiple-choice questions, but they may also contain short answer questions. Reflections are scored but do not impact students' final grades.

Skills Check*: These are brief assessments used to gauge students' learning in kindergarten through second grade. The Learning Coach completes these diagnostic assessments to keep the teacher updated on the student's progress. Skills checks are also used in many high school math courses as a diagnostic assessment completed by the student prior to embarking on a new lesson. Skills checks are scored but do not impact a student's final grade.

*This assessment type must be completed in one sitting. Students cannot answer some questions, save their work, and return to complete the remaining portion of the assessment later.

Informal Evaluations

Informal evaluations are tools used to gauge the student's level of mastery of the material. These evaluations are not included in the student's grade but provide valuable feedback to teachers and Learning Coaches about the student's areas of strength and areas needing additional support or intervention.

- **Check for Understanding:** Questions for students provided by the school to the Learning Coaches to gauge the development of certain skills.
- **Curriculum-Based Assessment (CBA):** Synchronous or real-time communications between the student and the teacher used to gather formative information on students' understanding of concepts. Students are required to participate in a minimum of eight (8) CBAs a year but teachers often administer many more. Teachers conduct two types of CBAs: verified curriculum-based assessment (VCBA) and diagnostic curriculum-based assessment (DCBA).
 - » VCBA's are used to confirm student comprehension of concepts previously assessed and graded as successfully completed with scores of B or higher.
 - » VCBA's are informal phone conversations or individual LiveLesson sessions with the student in which the teacher asks a variety of questions about recently completed assignments to verify the student has done the work independently and the student has grasped the key components of the lesson(s). The content to be covered is not specified ahead of time, other than being part of "recently completed assignments" such as a reading passage or solving a set of mathematics problems.
 - » DCBA's are used to identify specific skill or concept issues students are having, develop strategies for remediation, and determine if future instructional support is necessary to help underperforming students achieve success. These occur during regularly scheduled phone calls and are targeted toward students who receive a C or lower on an assessment or have an overall GPA of less than B.

3.6.3 Mandatory Testing

As a public school, Pennwood is required by state and federal law to administer state standardized tests to students in specific grades or courses. Therefore, all students enrolled at Pennwood will be required to participate in the state standardized testing program, consistent with state law.

The School will work closely with Caretakers, Learning Coaches, and students as they prepare for required testing. If a student is not able to participate in testing, the Caretaker will be required to document the reason(s) for nonparticipation, and the student may be required by the school to take a makeup test.

****There are serious consequences for both the School and the student when students do not participate in state testing. Therefore, students who fail to participate in required testing may be subject to disciplinary action consistent with state law.****

3.7 Personalized Learning

3.7.1 The Personalized Learning Process

Pennwood teachers work with Learning Coaches and students to customize student learning experiences based on specific academic needs, learning pace, learning styles, and personal interests. This program personalization is an ongoing process.

The personalization process includes the following components: initial academic placement and course selection, performance testing, review of student work samples, detailed phone conferences, goal-setting, adjustment of student schedules and lesson pacing, lesson modifications and/or enrollment in instructional intervention programs, attendance in LiveLesson sessions, enrollment in elective courses, and strategies for families to implement throughout the year. The process also includes several goal-review and adjustment sessions including a final conference at the end of the school year to review progress.

3.7.2 Adding Elective Courses (Elementary and Middle School)*

Before requesting to register for electives, students in grades K through 8 must generally meet the following criteria:

- Be enrolled in school for at least thirty (30) days.
- Have completed their initial assessments (e.g., MAP, Renaissance 360, iReady or other pretesting, and/or state testing).
- Be in good academic standing (overall grade of 70% or higher).
- Maintain acceptable attendance (i.e., be “On Track”).
- Have all start-up tasks complete, including completion of student orientation courses and Welcome Call (start of school year call with teacher).

After these criteria are met, teachers will work with families to select appropriate electives, approve the student’s selection, and enroll the student in the elective course(s).

Please see the School Handbook Supplement for additional information.

3.7.3 How Families Can Personalize Instruction

Students and Learning Coaches work closely with their teachers to personalize student programs, but families can also personalize their learning programs in several different ways.

- Pacing and Scheduling — Subject to requirements including, but not limited to, the required days of attendance and/or hours of instruction required and other applicable state or local regulations, the School allows students and their Learning Coaches to structure the school day to best meet the student’s learning needs. The online Scheduler allows students in grades K–8 and their Learning Coaches to select which days of the week they would like to schedule certain courses and how many lessons of each subject per day they plan to complete. This flexibility accommodates different learning styles and needs; however, the personalization of pacing and scheduling must not impact the overall amount of work that is required of each student, which is determined exclusively by state requirements and is overseen by the school’s leadership.

Most high school students have significantly decreased flexibility in their schedule so they can learn and work together (e.g., in discussions and on collaborative projects). High school students who may benefit from a more flexible schedule should speak with their advisory teacher or school counselor to make appropriate adjustments.

- Limits to Program Flexibility - Every student is expected to master the essential skills and standards covered by the School’s rigorous curriculum, which is designed to meet or exceed each state’s standards. Families may work with teachers to adjust pacing and assigned lessons for each student; however, it is imperative that students participate fully in the school’s standards-based curriculum and complete the lessons and assessments assigned by the teacher(s).

3.7.4 Placement Changes during the School Year (Elementary and Middle School)*

Counselors, administrators, and teachers work together to make sure each student’s initial course placement is accurate and appropriate. Although it is possible to request a change in placement after the student is enrolled, it is recommended that before requesting a placement change, students work in their assigned courses, look ahead in the curriculum for the year, and discuss with the School any specific challenges the student is having with the course work and/or grade level placement. The student’s teacher may also be able to tailor the current curriculum to better meet the student’s individual needs.

To request a placement change, the Learning Coach should contact the student’s teacher. The CEO or their designee will have final say in approving or disapproving placement changes.

*Please see the School Handbook Supplement for information on the High School Add/Drop process.

3.8 Course Completion*

3.8.1 Midyear Course Completion (Elementary and Middle School)

Before requesting to move on to the next course or level, students should work with their Learning Coaches and teachers to make sure they have mastered course content. Teachers can provide enrichment and

extension activities for students to reach greater depth in their studies. Electives may also be available for students who have completed a required or core course prior to the end of the school year.

The decision to advance to a new level of a subject or subjects mid-semester or midyear will be made collaboratively by the Caretaker, Learning Coach, teacher, school counselor (if applicable) and the CEO. Students may be eligible for a mid-semester or midyear placement change if they can demonstrate the following outcomes:

- Mastery of current course content;
- Exploration of enrichment and extension opportunities offered throughout the curriculum;
- Sufficient in-depth involvement with the course material as determined by the teacher.

The teacher will review these criteria to determine the student's eligibility for a placement change. If the student is deemed eligible, the teacher will request the placement change on behalf of the student. Generally, if a midyear curriculum promotion occurs, the student's final grade level will remain the same. As with other placement changes, the CEO will have final say in approving or disapproving placement changes.

Note: There is a deadline for shipping materials that occurs in the spring semester. After the deadline, placement changes that require shipped materials are no longer available to students. Teachers will notify Caretakers if placement change requests cannot be completed for this reason.

3.8.2 Late Course Completion

Students who require extended time to complete assessments after the school year has ended should check with their school counselor or teacher for allowable permissions for assessment completion. If there are extenuating circumstances, students may request an extension to submit work up to two (2) weeks after the last official day of classes. There is no guarantee that an extension will be granted.

Extensions will not be granted beyond two (2) weeks after the last official day of school. Extensions will not be considered for the purpose of accelerating course studies over the summer. For students with an IEP, Extended School Year (ESY) services are determined by the student's IEP team.

4 Attendance

Students in this cyber public school program have no physical classrooms but still must meet all regulatory requirements for attending public schools. These requirements are documented in the School Supplement, but generally include attending school for a required number of days and/or completing a required number of instructional hours. Caretakers and students are jointly responsible for ensuring students meet the attendance requirements and that attendance is properly documented as required by the School (see the Attendance

section of your School Handbook Supplement). School authorities are responsible for enforcing attendance laws. Students not attending school as mandated by law will be considered truant.

Although there is more flexibility in an online program than in a traditional school setting regarding instructional time, students are still expected to follow the school calendar. Specific school calendars and the required days and hours of instruction are posted in the School Handbook Supplement.

4.1 Caretaker and Learning Coach Responsibilities for Attendance

All Grade Levels: State laws require that Caretakers take responsibility for ensuring their student(s) attends school. The Caretaker or designated Learning Coach must record attendance daily. (Refer to your School Handbook Supplement for details on attendance recording requirements.) The Learning Coach Orientation also includes information on how to record attendance. In addition, all students must complete assigned lessons and submit specified assessments to their teachers. Attendance should be equated to work completion. If the student does not complete assigned lessons, then attendance hours should not be marked by the Caretaker or designated Learning Coach. Students and/or their Caretakers and/or Learning Coaches must also participate in/respond to regular telephone, WebMail message, and/or Web conferencing (LiveLesson presentations) contacts, as well as in-person contacts (if required) with a teacher during the school's regularly scheduled school hours.

Elementary and Middle School: Grades K–8: To meet attendance requirements and successfully complete their lessons, students in elementary and middle school will need assistance from a Learning Coach. The student's need for assistance will range from fairly substantial assistance to relatively minor assistance and will vary depending on the student's age, ability to be self-directed, and to comprehend the materials. In addition, students must be in a safe and secure environment, which generally requires the student have adult supervision during the entire school day to meet health and safety regulations. High School: Grades 9–12: Students are expected to perform their schoolwork independently. However, where attendance is required to be reported, the Learning Coach must still report daily attendance in Pearson Online Classroom and verify that the student has completed the assigned lessons and assessments. The Learning Coach is also expected to be available for regular teacher conferences. While students may not need adult supervision during the school day, they must still be in a safe and secure environment.

4.2 Marking and Verifying Attendance

Recording, Verifying, and Changing Attendance Records in Pearson Online Classroom

Learning Coaches are expected to record attendance in Pearson Online Classroom at least weekly. If attendance is not updated regularly, students may be put in Alarm Status and be in danger of being considered truant.

After the Learning Coach has entered and saved attendance in Pearson Online Classroom, attendance cannot be edited. If the Learning Coach makes an error marking attendance, they must contact the student's teacher to request an attendance record change. Before the school can change the attendance record in response to a Learning Coach request, they may be required to demonstrate the original entry was an error and provide documentation to support the change. Because attendance is subject to "lockdown" (see below) at certain intervals, Learning Coaches should contact their student's teacher as soon as they discover they have made an error in recording attendance. Attendance recorded by a Learning Coach is not sufficient to properly verify student attendance. Teachers also verify attendance records on a regular basis and may change a student's attendance status if there is insufficient evidence to verify attendance, and/or if they are unable to determine if a student was participating in learning. In reviewing attendance documentation, teachers must determine that each student has met or exceeded the required amount of instructional time stipulated by each state's regulations. The School Handbook Supplement outlines how many learning hours or minutes must be demonstrated within a specific time frame.

Teachers may make changes to attendance records for the following reasons:

- Upon request by a Learning Coach to record Attendance - If requested to do so by the Learning Coach, teachers may enter the appropriate attendance code in a blank attendance field because the Learning Coach is not able to access a computer or does not have Internet access, but the student has been able to continue their studies using offline materials. Teachers will note in the student's Log the reason for the Learning Coach's request and may request additional documentation that the student was engaged in learning. This method of recording attendance should only be done in exceptional circumstances.
- Upon request by a Learning Coach to correct an error - If a Learning Coach makes an error entering an attendance code, a request may be made for the teacher to enter the correct code. Teachers will note the basis for the request in the student's Log and may request additional documentation.
- Upon review by a teacher or other authorized school staff to validate attendance - A teacher or authorized school staff member will change the number of hours worked to a "0," or the "present" code may be changed to an excused or unexcused absence code, if, after communication with the Learning Coach and/or a review of the student's activity in Pearson Online Classroom, the teacher or staff member believes there is insufficient evidence to support that the student was in attendance (e.g., insufficient lesson completion, teacher contact, and/or assessment completion, including state test attendance).

In all cases, a teacher or another school staff member will discuss with the Learning Coach any perceived differences between the student's recorded attendance and their documented completed lessons and assessments submitted. If the teacher or other School staff member makes any changes to the student's attendance record in Pearson Online Classroom, they will promptly inform the Learning Coach and document the change in the student's Log. Learning Coaches who have disputes related to attendance should contact

the CEO to resolve the dispute, then follow the dispute resolution procedures in the School Handbook Supplement if the issue is not resolved with the CEO.

The School Day

Students must complete a certain number of instructional hours per day as required by the authorizer and state law and regulations. Learning Coaches should check the Attendance section in the -School Handbook Supplement for specific information about the School's required daily and weekly hours of attendance. The school day is not limited to certain hours for start and end times, however the school's teaching staff is only available during the school's hours of operation. Learning Coaches must also be available for their scheduled phone conferences during these times.

The School Calendar

The Pennwood school calendar includes days when teachers will not be available due to professional development (all other Support Services are available during these days), and days when the School is completely closed (no Support Services are available during these days). Student learning may continue during any days when the School is closed. All work must be completed as of the last day of school, except as provided in the Late Course Completion section of this handbook. School work that is not completed as of the last day will receive an incomplete or failing grade.

Types of Absences

Reasons for excused absences may include, but are not limited to, the following:

Health problems: Students are unable to participate in schoolwork due to physical or mental health problems. If a student misses more than three (3) consecutive school days, the Learning Coach or Caretaker must send a written note or WebMail message to the student's teacher(s) documenting the health issue. A doctor's note shall be required for absences of more than three (3) consecutive days.

Other excused absences: Examples of other excused absences include a family illness that requires the absence of the student, a death in the immediate family, religious holidays, family trips that can be taken only during the normal school calendar year (see the section below on extended absences), court appearances requiring the student's attendance, attendance at special events of educational value approved by a teacher, and other special circumstances that show good cause. These absences must be approved in advance by the CEO. If requested or required, families should expect to provide appropriate documentation to support an absence.

During an excused absence, the student is still responsible for completing all required lessons and assessments for the school term.

Unexcused absences: Absences that are not approved by the School will be considered unexcused. See the School Handbook Supplement Attendance section for details.

Extended Absences

If a Learning Coach is aware their student is going to be unable to complete their learning activities for more than three (3) consecutive school days, they should contact the teacher as soon as possible to inform them of the planned absence and discuss a plan to ensure the student stays on track to complete the school year successfully. The School will request documentation of the reason(s) for the planned absence.

Varying the School Holiday Schedule

If families wish to work during the School's designated holiday period(s) and take an equivalent number of vacation days at another time, they must contact their teacher(s) for approval at least one (1) week prior to the requested change. Teachers and School administrators will consider factors such as mandatory school events (testing, etc.) and the school's attendance regulations when reviewing such requests. Caretakers will be notified if the request can be granted. If the request is allowed, teachers will help the family adjust learning schedules, as appropriate, to ensure proper attendance and compliance with state regulations.

4.3 Escalation Status

Learning Coaches are required to use Pearson Online Classroom to regularly mark hours or days of attendance and/or document lesson completion. Attendance and participation goes beyond daily hours spent on schoolwork and includes other criteria such as contact with the teacher and the student's rate of lesson and/or assessment completion. If a required component of school attendance and/or participation is not being met, Pearson Online Classroom will trigger "escalation." Escalation is an indicator to the student, Learning Coach, Caretaker, and teacher that the student is not compliant with school requirements. Every student is assigned one of four (4) escalation status levels in Pearson Online Classroom to monitor progress:

- On Track
- Approaching Alarm
- Alarm
- Exempt*

Students *meeting or exceeding* the minimum requirements for their state will show "On Track" status. Students *not meeting* the minimum requirements for their state are placed into an escalated "Approaching Alarm" or "Alarm" status. When students are in "Approaching Alarm" or "Alarm" status, teachers will notify the Learning Coach and Caretaker of their concerns, help the family understand why the student is in that status, and make every effort to work with the student and Caretaker to ensure the student returns to "On Track" status as soon

as possible. Learning Coaches and Caretakers can, at any time, select the Approaching Alarm or Alarm status link, located in the Escalation column on the Learning Coach home page, for details about the student's escalation status.

Students who are in "Alarm" status for an extended time may face disciplinary actions as permitted and/or required by state law, including referral to appropriate agencies for truancy. See the School Handbook Supplement for details on attendance requirements, truancy, and the escalation system.

*Exempt status is rarely used and generally only for students with serious illnesses or other major but temporary circumstances that prevents a student from completing work in a timely manner, or who are expected to catch up and return to "On Track" status prior to the end of the school year. Some students may have modifications specified in an approved IEP or Section 504 plan that dictate exempt status.

4.4 Truancy

Students who fail to meet legal attendance requirements, which may include: reported attendance, required contact with teachers, submission of assessments, and documentation of lesson completion shall be considered truant. The School will institute truancy proceedings or otherwise report the student to the appropriate authorities, including courts, as is consistent with state law. Please check the School Supplement for truancy policies.

5 Grading and Student Evaluation

Students are evaluated based on several types of assessments, such as quizzes, tests, portfolios, and discussions as described in *Section 3.6.2 Assessments within the Curriculum*. Teachers and substitute teachers are responsible for grading students' work. Only the teacher or substitute teacher can issue the final grade for the course.

The Grade Book and Progress Reports

The Pearson Online Classroom Grade Book allows all Caretakers and/or Learning Coaches and upper-level students (students in grades three and above) to view grades from both electronic assessments (immediate and automatic postings) and written work (posted by teachers after work is evaluated). The Pearson Online Classroom Grade Book is available to Learning Coaches and upper-level students 24 hours a day, seven days a week (excluding regularly scheduled maintenance as noted in Section 10.2.1 Use of Pearson Online Classroom) and always reflects the student's status in each course in which they are enrolled (overall grade, grade in each course, grades on assessments within each course, and the number and percentage of lessons the student has completed).

Progress Reports that are snapshots of students' Grade Book during a certain time (e.g., the first quarter of the

school year) which may include teacher feedback and comments. For those schools, Progress Reports are created and posted at certain times per year based on a schedule set by those schools which use them.

Grading Timelines

Most assessments, other than portfolio assessments, should be graded by the teacher within two (2) school days. Generally, portfolio assessments will be graded by the teacher within five (5) school days of receipt and the grade posted to the Grade Book. Specific grading schedules and portfolio expectations are initially explained in the Welcome Call and are posted on teachers' Message Boards and in student planners.

5.1 Placement, Promotion, and Retention (Elementary and Middle School)

Placement

During the enrollment process, the student's Caretaker is asked to submit academic documentation for the student that includes the student's most recent academic progress. This information is reviewed and verified by the Academic Placement team; the school counselor, the director of special education and the CEO who collaborates to determine the most appropriate course placement for the student. Students may be requested to complete a skills assessment to determine mastery of previously completed coursework and readiness for the School's curriculum.

Caretakers will review and confirm their agreement to course placement prior to students starting their coursework. Through this process, Pennwood staff may make a decision regarding placement that may differ from the student's prior placement; however, for students with an IEP, placement will be in accordance with the student's IEP.

Promotion/Retention of Returning Students

Near the end of the school year, teachers make recommendations to their Principal or CEO regarding promotion or retention for their students in grades K through 8. These recommendations are based on the following student performance information:

- successful completion of language arts and math courses (based on school's grading scale)
- performance across all courses
- lesson completion across all courses
- attendance
- proficiency levels on assessments, including state testing

Generally, for third grade students to be promoted to fourth grade, they must also demonstrate proficiency in reading.

Decisions about retaining students due to inadequate progress or lack of proficiency will be made on a case-by-case basis, and in accordance with applicable state regulations, by the CEO. School staff will contact the Caretaker of students in danger of retention in early spring and will discuss the options available to best suit the individual student's needs. It is possible a student may be retained at the end of the school year though not apparently in danger of retention in early spring. The School will make every effort to ensure the Caretaker is aware of this as soon as possible.

Teachers, school administrators, and the CEO will review and discuss the recommendation to make a final decision about promotion/retention for each student. A meeting will be convened for students with an IEP or Section 504 Plan prior to any change in placement being made as a result of retention.

High School Coursework Completed in Middle School

Students in middle school who are academically ready to take high school courses may do so with appropriate approval but should be aware that issuing high school credit is determined by local and/or state regulations.

6 High School Programs and Policies

Information about high school programs and grading is available in the School Handbook Supplement.

Placement

During the high school enrollment process, the Caretaker may be asked to submit academic documentation that provides a record of school credits earned and attempted, and any courses in progress. The Academic Placement team and the school counselor use the documentation to determine remaining courses needed. Initial course placement will be based on high school credits earned and aligned with state graduation requirements, typical course sequences, and post-secondary goals established by the student during the enrollment process.

Caretakers review and confirm their agreement to course placement prior to the student starting coursework. Through this process, the School may make a decision regarding placement that may differ from the student's prior placement; however, for students with an IEP, placement will be in accordance with the student's IEP.

High School Credit

Only high school-level classes provide high school credit toward graduation. A student in grade 9, 10, 11, or 12

who is taking courses from the K–8 curriculum can meet attendance requirements but will not receive credits toward graduation for K–8 courses.

In some cases, students who are dually enrolled with a college or university may also earn high school credits for those courses. Check with your school counselor for more specific information.

7 Services for Special Populations

7.1 Individuals with Disabilities Education Act (IDEA) Eligible Students*

The School complies with the requirements outlined in the IDEA as well as state special education regulations and statutes to provide a Free Appropriate Public Education (FAPE) to students who have a qualifying disability under the IDEA. In general, this includes (but is not limited to) identifying and evaluating the needs of students with disabilities under the IDEA, developing and revising Individualized Education Programs (IEPs), determining appropriate placements in the least restrictive environment for students with IEPs, implementing IEPs in the appropriate placement determined by the IEP team, considering continued eligibility for special education and related services, and developing and implementing transition plans to prepare for post-secondary transition after high school.

When a student initially enrolls in Pennwood with an existing IEP, the school either implements the IEP as written or provides the student with comparable services until a new IEP is developed or amended by the IEP team. Specially designed instruction for students with IEPs is most often delivered in LiveLesson sessions. In the virtual environment, FAPE is provided in the LiveLesson classroom and includes instruction from a special education teacher. Related services are commonly provided in the virtual environment according to students' needs in order to provide FAPE. It is important for students receiving special education and related services to attend these sessions designed to address their IEP goals.

Pennwood complies with the requirements of the National Instructional Materials Accessibility Standard (NIMAS). As of August 2006, federal law requires publishers of K-12 curriculum to provide a digital version of textbooks and other related materials. The IDEA established the format of these digital versions as the NIMAS. The NIMAS applies to printed textbooks and related printed core materials that are written and published primarily for use in elementary and secondary schools and are required by Pearson for use by students. Students eligible to receive specialized formats produced by NIMAS files include students who are (a) blind (a visual acuity of 20/200 or less in the better eye after correction or fields less than 20 degrees), (b) visually impaired (a visual impairment with corrections and regardless of optical measurement that prevents the student from reading standard print), (c) physically disabled (a physical limitation that prevents the student from reading standard print), and (d) print disabled (having a reading disability resulting from an organic dysfunction and of sufficient severity that it prevents the student from reading printed materials).

The IEP team determines the instructional program, modifications, and accommodations needed for students with disabilities, including the need for accessible instructional materials and assistive technology. In accordance with legal requirements, accessible formats and assistive technology will be provided to students who need alternative access with these accommodations documented in an IEP or Section 504 plan.

If a parent disagrees with the results of an initial Evaluation or a Reevaluation conducted by Pennwood, they have the right to ask for and obtain an independent educational evaluation (IEE) for their child from a person qualified to conduct the assessment at public expense.

Extended School Year (ESY) services are provided to eligible students pursuant to 22 Pa Code §711.44. ESY services are typically offered virtually through LiveLesson® sessions, although some students may be provided face to face services for ESY at the recommendation of the IEP team. The IEP teams consider the need for ESY services at least once per year. This determination is typically made at students' annual review IEP meetings. However, an IEP review meeting must occur no later than February 28 of each school year for students with severe disabilities. If the IEP team does not have enough data to make a determination at the annual review, the IEP team will need to reconvene to determine eligibility for ESY services prior to the end of the regular school year.

7.2 Rehabilitation Act of 1973: Section 504 Eligible Students*

Section 504 of the Rehabilitation Act of 1973 (the "Act") is a federal statute designed to prohibit discrimination and to ensure that disabled students have educational opportunities and benefits comparable to those of non-disabled students. A "Section 504-Eligible Student" is a student who either (a) has, (b) has a record of having, or (c) is regarded as having, a physical or mental impairment that substantially limits a major life activity such as learning, self-care, walking, seeing, hearing, speaking, breathing, working, and performing manual tasks. Section 504 plans are typically written for students who are disabled as defined in Section 504 of the Act, and who require accommodations and modifications to their instructional program (which may include services and/or assistive technology) but who do not require specialized instruction to receive FAPE.

When a student enters Pennwood with a Section 504 plan developed by their previous school, Pennwood staff will review the plan and supporting documentation and comply with Section 504 of the Act. The Section 504 team will adopt and implement the plan as is or propose a revision to the plan if appropriate, due to the nature of the virtual setting. The School requires staff members to be cognizant of the needs of Section 504 students and to ensure that students receive appropriate accommodations. Students with Section 504 plans will have periodic review of their plans and needs through Section 504 team meetings.

7.3 Emergent Bilinguals/English Learners

Federal and state regulations require that schools determine students' "primary or home language" and take "appropriate action to overcome language barriers that impede equal participation by [their] students in [their] instructional programs." To meet this requirement, Pennwood asks Caretakers to complete a primary home language survey based on the regulations of the state in which they reside. Responses are reviewed to identify all students with primary or home language is not English. Pennwood will administer English Language Proficiency assessments to determine students' language acquisition levels in compliance with federal and/or state law and to determine students' language acquisition levels.

Children receive a planned instructional program of English as a second language (ESL) instruction at their developmental and instructional level to facilitate the acquisition of English language skills. This instruction is provided by the School's certified EB/EL teacher with frequency determined by students' language proficiency levels. This may include consultation with the Learning Coach, teacher modification of content lessons and/or assessments, and direct instruction via LiveLesson sessions pursuant to state requirements. Services that promote language acquisition include instructional support to help EB/EL students attain proficiency in listening, speaking, reading, and writing. Students with limited English proficiency receive individualized attention that facilitates fluency in English and is based on the Sheltered Instruction Observation Protocol (SIOP) framework. The proficiency of EB/EL students is assessed annually using state-specific instruments. Students who are exited from EB/EL programming enter a monitoring phase.

7.4 Accelerated Students

Students requiring accelerated and enrichment learning opportunities may be identified during the initial placement process or after enrollment. Screening for students once they are enrolled involves a multi-level approach to identify who exhibits exceptional performance and potential. Course placement and recommendation is completed through consultation with the Learning Coach.

Students requiring accelerated and enrichment learning opportunities may be placed in accelerated math, science, and language arts courses in grades 3-8 and in Honors or Advanced Placement courses in high school. Students may also be assigned to above grade level courses or given accelerated course work.

Note: Accelerated Language Arts (grades 3-8) and Accelerated Literature Study (for grades 3-5 as part of the English/Language Arts accelerated program) use a shared inquiry model taught through LiveLesson sessions. Students in this program may be required to attend LiveLesson sessions at certain times and dates. Please check with your child's school for details before enrolling in this program.

8 Non-Curricular Activities

8.1 Clubs and Activities

Participation in clubs and/or activities is voluntary and does not impact a student's GPA. Please review the "Clubs & Activities" section located in the Virtual Library for more information.

Eligibility

Students must be enrolled at Pennwood for fourteen (14) days to be eligible to register with the clubs and activities program. There is no minimum GPA requirement, nor is there a limit to how many clubs a student may enroll in.

Students eighteen (18) years of age and older are not eligible to register in the clubs and activities program; however, students that turn eighteen (18) after the school year commences may continue with their current clubs and activities until the end of the school year.

The Honor Code and Code of Conduct applies to all clubs and activities. Students who engage in prohibited or unacceptable behavior, such as cheating or bullying and/or harassment of other students, may be removed from the program.

Please review the "Clubs & Activities Expectations" document in the Virtual Library for further information on expectations and rules.

8.2 Community Events, Trips, and Activities

Pennwood strongly encourages families to get together for events, trips, study sessions, and other activities. The activities may have educational and/or socialization benefits for students and are generally organized by volunteers.

Sanctioned Events vs. Non-sanctioned Events - Certain field trips are sanctioned events, sponsored by the school; others are non-sanctioned events that do not involve the school.

Information Sharing - Volunteers gather and share information (i.e., School's community message board, Facebook group messages, invitations sent via WebMail message, or other communications channels) about events, activities, services, performances, and other opportunities that might benefit students and families. This is strictly the personal opinion of the volunteer or other families sharing the information, and the School bears no responsibility or liability for its accuracy or usefulness. Furthermore, any use of this information, or participation in an event or activity, is at the sole discretion of each individual Caretaker.

Caretaker Responsibility for Students at Events - Caretakers assume responsibility for their safety and the safety of their student(s). The Caretaker agrees to supervise their student(s) and any other minor children in their charge. The School assumes no liability for anyone who attends an event based on information included

on the School's community message board. When School staff is present, they will be responsible, in conjunction with the Caretaker, for general supervision of students and will prioritize student safety.

Special Arrangements - Volunteers may work to develop relationships with local schools, districts, and other providers of activities (e.g., the local Boys & Girls Club), as appropriate, to arrange opportunities for student participation and access to activities.

Sanctioned Events

Sanctioned events shall have educational and/or social value and must be preapproved by the CEO or designee. A volunteer will have all adults in attendance sign the Sanctioned Event Waiver, Release, and Event Permission Form at the official event. Caretakers should complete the Media Consent and Release Data View for each student prior to attending the event. If the adult supervising the student at a sanctioned event is not the Caretaker, they must provide the community coordinator with a signed, written note from the Caretaker confirming the designated adult has permission to supervise the student at the sanctioned event and is authorized to execute the Waiver, Release, and Event Permission Form as an agent of the Caretaker.

A sanctioned event may be considered part of the school day upon approval from the CEO or their designee.

Please consult the School Handbook Supplement for more information.

After approval is granted, Caretakers may record the number of hours spent at the sanctioned event as attendance. Any schoolwork scheduled on an "event" day must still be completed. It is not necessary for students to complete lessons on days when they attend sanctioned events, therefore, lessons may need to be completed before and/or after the event to remain on track.

Sanctioned events are posted on the School's message board as "sticky" threads, which are those threads noted in green on the Message Boards. Overnight official events require special approval, and background checks on all adults and chaperones may be conducted as allowable or required by state law.

Note: There may be additional fees charged to attend these activities, as permitted by state law.

Non-Sanctioned Events

Non-sanctioned events have not been approved by the school and will *not* be counted as a school day. Non-sanctioned events may be posted on the school's Message Board but not as "sticky" threads.

Families participating in both sanctioned and non-sanctioned events do so voluntarily and assume and accept all risks associated with their participation. Families participating in these events agree to release and hold harmless the school, its affiliates, directors, officers, staff members, agents, and volunteers from any and all liability in the event of an accident or incident in route to, during, and returning from, which is related to, arises

out of, or is in any way connected with the non-sanctioned event. The School will not accept financial responsibility for any necessary emergency care and/or transportation for anyone attending a non-sanctioned event.

9 Student Code of Conduct and Due Process

Pennwood strictly prohibits any form of bullying/cyber bullying, harassment, hazing, or any other similarly destructive behaviors toward any member of the school community, by any member of the school community, in any school environment or at any school activity or on transportation provided by the School. Caretakers and/or Learning Coaches who believe they or their student(s) may have been subjected to inappropriate behavior by anyone affiliated with their school should immediately contact the school leadership to report any concerns. See the related Sections of the School Handbook Supplement.

Caretakers and Learning Coaches, as well as students, are expected to abide by the Prohibited Behaviors policy in Section 9.2 of the School Handbook Supplement, and any other sections covering appropriate conduct and communication. Caretakers or Learning Coaches who engage in any prohibited behaviors, directed toward any member of the school community, may, as disciplinary action, have their access to Pearson Online Classroom suspended or terminated at the discretion of the CEO. Suspension or termination of Pearson Online Classroom access is the equivalent of being suspended or removed from the school premises and all school activities. Therefore, Caretakers or Learning Coaches whose Pearson Online Classroom access has been suspended or terminated will not be permitted to contact school staff at school, home, or other locations; to visit school premises; or attend field trips or other school activities, until the disciplinary issue has been resolved and their Pearson Online Classroom access is restored. All communications with the school must therefore be conducted through the student, or through another responsible Caretaker or Learning Coach.

The suspension or termination of a Caretaker or Learning Coach's access to Pearson Online Classroom will impact the School's ability to partner with the Caretaker/Learning Coach to meet the student's learning needs. If needed, the Caretaker or Learning Coach who has been suspended or terminated from accessing Pearson Online Classroom may appoint another adult as the student's Designated Learning Coach by completing the Designated Learning Coach Agreement form prior to the termination of the account. The Learning Coach or Caretaker will be notified via WebMail message of the impending suspension or termination of an account and will be given until the end of the next school day to complete the Designated Learning Coach Agreement form.

The Caretaker whose Pearson Online Classroom access has been suspended or terminated may appeal this suspension to the School's Board, where applicable, in writing by sending an email or letter to the School Board President. Only written appeals will be considered. Board contact information can be found on the

School's website (see the School Handbook Supplement for grievance policy).

The School community includes but is not limited to teachers, administration, staff, Caretakers/Learning Coaches, students, volunteers, and school vendors.

Drug, Alcohol, and Tobacco-Free School

Pennwood is a drug-free, alcohol-free, and tobacco-free environment. The use of controlled substances, alcohol, and/or tobacco is prohibited at all face-to-face school events and activities including, but not limited to, field trips, testing, and graduation ceremonies. This applies to all members of the school community including students and their families, teachers, staff, and visitors.

The use of tobacco, including smoking tobacco, chewing tobacco, e-cigarettes, snuff, or the possession of or use of any of the following by any member of the school community while on school premises or at a school event or activity as described above, will be considered a violation of this policy:

1. Alcoholic beverage(s).
2. Illegal, controlled and/or dangerous substances (unless prescribed by a physician for medical purposes and properly documented), or substances purported to be such. Examples include, but are not limited to, narcotics, amphetamines, marijuana, cocaine, heroin, hallucinogens, barbiturates, prescription or non-prescription drugs of any nature and medications such as diet pills, caffeine pills, bath salts, and others.
3. Drug paraphernalia.

It shall also be a violation of this policy for any member of the School community to sell, distribute, or attempt to sell or distribute, tobacco products; e-cigarettes; drugs or drug paraphernalia; illegal, dangerous or controlled substances, or any substances purported to be such (synthetics), while on School property or at School events or activities.

If a Pennwood student attends a School event or activity under the influence of or in possession of an illegal, dangerous or controlled substance, alcohol, tobacco products or e-cigarettes their Caretaker/legal guardian will be notified. In these circumstances, Caretakers will be required to arrange for immediate removal of the student from the School event or activity.

Any non-student member of the School community who attends a school event or activity under the influence of or in possession of alcohol or illegal, dangerous, or controlled substances or substance purported to be such will be asked to remove themselves from the premises. Local authorities including law enforcement may be

notified at the discretion of the CEO or their designee depending on the nature of the violation. Any non-student member of the School community who attends a School event or activity and uses tobacco products or e-cigarettes will be informed of the School's tobacco-free policy for a first violation. If more than one violation occurs, further action may be taken by the School.

If a student is found to be engaged in communications arranging for the sale or exchange of alcohol or illegal, dangerous, or controlled substances or any substances purported to be such at a School event or activity, the student will be removed, and the School will contact both the student's Caretaker and reported to local authorities.

Any other member of the School community found to be engaged in communications arranging for the sale or exchange of alcohol or illegal, dangerous, or controlled substances or any substances purported to be such at a School event or activity will be removed and reported to local authorities.

Students who fail to comply with this drug-free, alcohol-free, and tobacco-free policy will be subject to disciplinary action in accordance with the School Handbook Supplement disciplinary policies. All other School community members in violation of this policy will be asked to leave the event or activity and/or will be reported to local authorities. For all situations listed above, the School will refer to its Memorandum of Understanding with local authorities for reporting students and non-student members.

In all cases, this policy will be implemented in accordance with any applicable state laws. See the School Handbook Supplement for additional information.

9.3 Discipline and Due Process for Students

Appropriate conduct is expected of all students at the School. Students are guaranteed due process of law as required by the 14th Amendment of the United States Constitution.

9.4 Academic Honesty

The School regards academic honesty as key to its mission and essential in the cyber environment. Students in all grade levels (K through 12) and their Caretakers are required to review the Honor Code at the beginning of each school year and indicate their agreement to abide by it. Teachers will discuss the Honor Code and its meaning with their students and Caretakers at the beginning of the year. It is expected that all students will adhere to the Honor Code throughout the year and all schoolwork submitted to meet course or class requirements represents the original work of the student.

In addition, students are expected to be proactive in ensuring they are adhering to the principles of academic honesty by:

- Completing, and reviewing as needed, the Academic Honesty section of their Orientation.
- Agreeing to, and referring to as needed, the Honor Code.
- Using tools provided in Pearson Online Classroom to ‘self-check’ for academic honesty (e.g. plagiarism-checking software), in accordance with the school policy.

Any form of academic dishonesty will cause a student to be subject to disciplinary action. The following principles are critical to maintaining academic honesty:

- Students must not submit work of any kind that is not their own.
- Students must not plagiarize in any work (written, multimedia, oral, creative, etc.).
- Students must not solicit answers or post assessments, assignments, answers to assessments or assignments, or any other School curricular materials on any media including social media or social sharing websites that can be seen by other students or other third parties, unless specifically instructed do so as part of the curriculum (e.g., a discussion assessment).
- Students must not give or receive unauthorized assistance on assessments.
- Learning Coaches must not give assistance on assessments.
- Students must not present any forged document or signature to the school.
- Learning Coaches must not present any forged document or signature to the school.

Completing School Assessments

When completing assessments on the computer or on paper, students and Learning Coaches should follow these simple guidelines to ensure that assessments are meaningful, worthwhile, and completed in accordance with the principles of academic honesty:

- Students should complete all assessments independently, and without assistance from their Learning Coach, any other persons, or any external resources. If any support is required of the Learning Coach, the assessment instructions will clearly indicate this.
- Assessments are “closed-book.” They should be completed without the support of any outside resources such as textbooks, workbooks, lesson plans, dictionaries, the internet, or the student’s Learning Coach or any other individuals. In the rare instances where assessments are not closed-book, the instructions will clearly specify that the student may use supporting materials. If you have any questions about what may or may not be appropriate for use during an assessment, contact your teacher.
- Skills Checks (in the lower grades) should be completed by the Learning Coach. These short assessments provide an opportunity for the Learning Coach to share with the teacher their observations about the student’s progress.
- It is never appropriate for students or Learning Coaches to share with anyone, in any format, the contents of any School assessments.

10 Educational Materials Provided by the School

10.1 Use of School Educational Materials

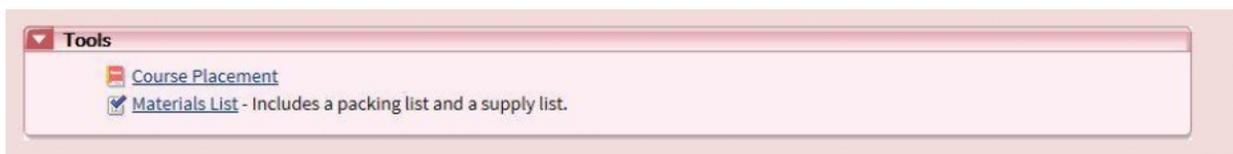
The School provides each student with the temporary use and possession of various educational materials. These materials are shipped to the verified home address of the student, and a digital packing list is contained in a shipping confirmation email to the Caretaker that lists all the items the student should have received. Families should check the contents of the curriculum box against the digital packing list and call Technical Support at 800-382-6010 within seven (7) school days of receipt if anything is missing or damaged. Caretakers must keep the original packaging that materials were shipped in to facilitate their return at the end of the school year.

Note: The School may provide textbooks and/or materials which are in useable rather than new condition.

In addition to a packing list provided via a shipping confirmation email, an online Materials List, customized to your student's courses, lists both the items included in the box and the additional materials you will be responsible for providing. To access the Materials List, select your student's name under My Household in Pearson Online Classroom. From the Tools area of the My Student page, select the Materials List link. Use the Materials List to see what materials are supplied to you and which materials you need to supply.

Purchase General Supplies

Though many of the items you need for school are supplied by Pennwood, you may need to provide some general school supplies such as pens and pencils, highlighters, note cards, file folders, notebooks, a ruler, disposable items for science projects, etc. A Learning Coach may see this list by logging into Pearson Online Classroom and selecting their student's name. To the right under Tools there is a link to a Materials List that provides a list of materials for each course.



Authorized Locations for School Provided Materials

The only authorized location for any school-provided materials is the address to which the materials were shipped by the school. Any movement of materials to any other location must be specifically authorized by the school using the Location Transfer Request Form found in the Enrollment section of the Virtual Library. Failure to obtain authorization may result in the repossession of, or invoicing for, the materials. Caretakers are responsible for providing the School with updated contact information (physical address, phone numbers, email addresses, etc.), including any validation for that contact information as required by the School, and keeping the information updated on the Student Information Form in Pearson Online Classroom. Since Pennwood may need to ship materials to a student, a P.O. Box is not an acceptable mailing address. Caretakers must provide a physical address to which materials can be shipped.

Ownership of School Provided Materials

All School educational materials remain the property of the School and/or the School's vendor partners.

Further restrictions to the use of School educational materials are as follows:

- The resale or attempted resale of any educational materials constitutes theft and may subject the seller to invoicing and/or legal action.
- Refusal to return any educational materials constitutes theft and may result in invoicing and/or legal action.
- Any attempt to copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the educational materials in any way except as specifically directed by the school is not permitted.
- The adaptation, alteration, or creation of a derivative work from any School material is a violation of the School's, or their partner's Intellectual Property rights and is not permitted. Any use of school material except as specifically directed by the School requires prior written permission from the School or the owner of the materials.

All School educational materials, including WebMail messages, computers, and other technology, remain the property of the School and/or the School's vendor partners. The School or its vendor partner (as the case may be) reserves the right to, at any time and for any reason, either directly or through law enforcement, inspect educational materials and review any content or activity conducted on or through the use of school-provided educational materials, including WebMail, computers, and other technology.

Note: The use of the computer by anyone except the student for a purpose other than to support the student in their education program is strictly prohibited. Any violation of this policy may result in loss of the student's privilege to use school-provided technology. Any unauthorized use of a school-provided computer is subject to search without notice by the school, its vendor, or law enforcement.

10.2 Returning School Educational Materials and Equipment

All School-provided non-consumable materials and equipment (identified as such on the materials lists and/or as noted by Pennwood or its vendor partners) must be returned to the specified vendor or to a location designated by Pennwood for any of the following reasons:

- The school year has ended. **Note:** The CEO may permit the family to retain the materials for the summer in special cases, but under no circumstances can non-consumable materials beyond when coursework and services have concluded. If the family has indicated intent to return for the following school year, Pennwood may not require the family to return the school-provided computer equipment.
- The student is no longer enrolled in the School (for any reason).
- The student has an extended absence away from their residence as defined in the Attendance section.

- The materials are being repossessed due to a violation of the Parent/Legal Guardian (Caretaker) Acknowledgment or a violation of the policies outlined in this Handbook.
- The student has completed the related courses and is being assigned to new courses requiring different materials.
- The School is upgrading or replacing the equipment.
- The student has an approved placement change for a course.
- Equipment and/or materials were sent in error.

Note: If the student withdraws, all materials (both consumable and non-consumable) must be returned to the School, since consumable materials may not have been used yet.

Except when materials were sent in error, or in cases of missing or damaged equipment, Pennwood staff, or a designee will contact the Caretaker by phone, email, or mail to arrange for the return of equipment or materials. The Caretaker has seven (7) days from the receipt of the return instructions to return all requested materials and/or equipment. Caretakers should NOT initiate a return shipment until they have been contacted by Pennwood staff or a designee and provided with instructions. Families who arrange return shipping on their own prior to being contacted will not be reimbursed for shipping costs.

Except in the case of repossession, Pennwood and its partners are responsible for the cost of return shipping provided the Caretaker follows the return instructions and properly coordinates the return. The Caretaker is responsible for being at home during the required period for a United Parcel Service (UPS) or Federal Express (FedEx) pickup or for transporting the equipment to an authorized UPS or FedEx center. The Caretaker may be responsible for the shipping cost of any items that were forgotten in a return shipment and/or were not properly packed and returned. To find a local, authorized UPS or FedEx shipping outlet, refer to the following websites:

- [UPS](https://www.ups.com/dropoff?loc=en_US) (https://www.ups.com/dropoff?loc=en_US)
- [FedEx](http://www.fedex.com/locate/index.html?locale=en_US#start) (http://www.fedex.com/locate/index.html?locale=en_US#start)

In all cases, Caretakers must maintain a copy of the UPS or FedEx return receipt. All non-consumable materials shall be returned in the same condition as delivered except for normal wear and tear. Caretakers will be responsible for, and may be invoiced for, any damage to the materials.

Caretakers shall be responsible for keeping all packing materials provided by Pennwood and returning all equipment in its original packaging. If the original packaging is not available, Caretakers must purchase replacement packaging at an authorized UPS or FedEx center at their own expense. Caretakers may be invoiced for any damages, as permitted by state law and/or regulation, resulting from improper packaging and/or shipping procedures. If materials and/or equipment are not received by Pennwood and the UPS or

FedEx receipt bearing a valid tracking ID is not available, the Caretaker may be responsible for the cost of replacing any missing materials and/or equipment.

Failure to complete a timely return of any equipment or materials upon request shall constitute a theft and may result in invoicing or legal action as outlined in the Caretaker Due Process section of the School Handbook Supplement.

Important: Any computer files that need to be kept by the family should be extracted and any family-owned peripheral devices must be removed from computers before they are returned. Neither the School nor the School's vendor partners have any responsibility for returning any family-owned devices or materials returned with the computer, nor to maintain or restore any files.

Technology

A cyber school requires the use of technology to promote and support student learning. All School participants, including Caretakers, students, and staff, will use Pearson Online Classroom and the Internet to communicate and share information. In addition, the student, Caretaker and Learning Coach(es) must all be reachable by phone for required communications with teachers and other school staff.

The School's hardware and software requirements for accessing Pearson Online Classroom can be met by using the equipment provided by the school according to your school's specific agreement. Families may choose to use a personal computer, a computer in a public institution, or any other computer as long as the equipment used meets the specifications (see the Use of Personal Equipment section) and permits the student and/or Learning Coach to have access for a period of time adequate for completing the required lessons each day and throughout the year. Due to certain licensing restrictions, some of the additional software provided with the School computer may not be available for use on personal computers. Families may contact Technical Support if they have specific questions about the computer's software or hardware.

10.2.1 Use of Pearson Online Classroom

Regular use of Pearson Online Classroom is required to participate in the School. The School provides training on using Pearson Online Classroom, and users are required to complete this training. Anyone using Pearson Online Classroom must also comply with the [Terms of Use Policy](#) (Appendix 3). By using Pearson Online Classroom, users agree that they have read, understood, and will comply with these terms.

Pearson Online Classroom is generally available twenty-four (24) hours a day, except for a regularly scheduled weekly maintenance window from 4:00–7:00 a.m. Eastern Time on Sunday. There may be other scheduled maintenance times when Pearson Online Classroom will not be available; these will generally occur in the

early morning or on weekends. Users will be notified in advance of any maintenance that is anticipated to disrupt service for an extended period.

Security and Privacy

Security and privacy are very important to maintaining the integrity of the information stored in Pearson Online Classroom and are taken very seriously at Pennwood. Each Pearson Online Classroom user is responsible for keeping their username and password confidential. This responsibility includes frequently changing the password to prevent unauthorized use. Usernames and passwords should not be provided to anyone at any time. Additionally, Learning Coaches are responsible for taking reasonable precautionary measures to ensure students never obtain or use their Learning Coach's passwords. Everyone using Pearson Online Classroom should be aware of the Privacy Policy, which is included as Appendix 4 of this Handbook, as well as on the login page of Pearson Online Classroom. Pennwood and their providers agrees they will comply with the terms of this Privacy Policy.

Caretakers and students having difficulty using Pearson Online Classroom should be sure they have completed all available trainings and accessed the help resources available from their home pages. If, after completing the training and accessing the help resources, Caretakers and/or students are still unable to resolve their problems, they should consult their teachers for questions relating to the educational program or contact Student Technical Support for any technical questions.

10.2.2 Technology Provided by Pennwood

Access to School-provided computers is disabled immediately upon student/user withdrawal or graduation from Pennwood. **Access cannot be re-enabled under any circumstances.** All student/user data must be removed from the computer prior to withdrawal or graduation.

Please see the Technology section of the School's website or your School Handbook Supplement for additional information.

10.2.3 Use of Pennwood Equipment and Installed Software

Households are provided with temporary use and possession of equipment and software provided by Pennwood through a third party vendor. All equipment and software provided to households shall always remain the property of the third party vendor.

School Equipment

Caretakers are responsible for confirming that any equipment provided by Pennwood matches the tracking email received. They must notify Student Technical Support within seven (7) school days of receipt of any

discrepancies between the tracking email and what was received, or if any equipment does not arrive in good working condition.

Though Pennwood may provide used equipment for student use, any equipment provided will be in good working condition and should function in accordance with the requirements of the school's educational program. Used equipment is supplied with only Pennwood-authorized software installed. All computer hard drives are reimaged and reconfigured prior to being shipped to the next user.

The only authorized location for any materials is the address where the materials were shipped to. Any movement of materials to any other location within the state must be specifically authorized by Pennwood staff, and stationary computer equipment (desktop computer and monitor) can never be taken out of the state. Laptops may move temporarily with the student provided the Location Change Request Form is completed and approved by the CEO, and the student remains actively enrolled in the school. Please contact your CEO or teacher to obtain a Location Transfer Request form if you expect to move (see Location Change).

Failure to obtain authorization can result in the repossession of, or invoicing for, the materials. Caretakers are responsible for providing the school with up-to-date contact information (address, phone numbers, email addresses, etc.), including any validation of contact information as required by the School, and keeping the information updated on the Student Information Form in Pearson Online Classroom.

Use of equipment provided by Pennwood is only for School purposes, although limited access to personal email using a personal ISP and web-based email account is permitted. However, the use of Microsoft® Outlook®, Microsoft Outlook® Express, or any other email program that is installed directly onto the computer ("unauthorized email") is not permitted.

The use of unauthorized email programs risks contaminating the computer with a virus, which could result in charges for repairs to the computer and additional penalties. Anyone using unauthorized email programs risks permanently losing any email if the computer has to be restored, reimaged, or returned for repair. The School will not be responsible for any loss of emails.

Software

All software settings, default configurations, and administrative privileges will be maintained at the original settings unless a change is authorized by Technical Support.

School equipment may contain software that permits monitoring, remote access or enables remote shutdown. Personal information is not collected or maintained by Pennwood or any of the School's providers, and any access is only for the purpose of making repairs, verifying acceptable use, or disabling equipment.

Each software application provided by the School must be used in accordance with the license and/or use agreement that accompanies that software application. Breaking a license agreement is an illegal act and is punishable by law. Under no circumstances can Caretakers or students redistribute any software provided to them by the School.

Modification of any equipment or software without the School's consent is strictly prohibited and may result in financial charges to the household for any required repairs.

Technical Support representatives must retain an administrative account on each computer. Under no circumstance will Pennwood or any of its providers give administrator rights over the system configuration. Users who tamper with the administrative account access will forfeit their rights to the assistance provided by Student Technical Support and may be required to return all computer equipment.

Software installation may also be required when adding approved external hardware. Approved external hardware includes, but is not limited to, printers, keyboards, mice, and USB devices. When purchasing these external hardware devices, families may contact Technical Support representatives, who may assist with installation if staff resources are available. The maintenance of additional devices is solely the responsibility of the purchaser. In no case may hardware be installed that requires internal compartments of the computer be opened or tampered with in any way.

Educational software not provided by Pennwood may be installed at the discretion of and authorized by Technical Support. Caretakers are responsible for the costs of any repairs required because of unauthorized software installation.

10.2.4 Use of Personal Equipment and Software*

Caretakers may use their own equipment and software if they meet the requirements detailed in this section. Pennwood and its providers have no responsibility for providing any support for equipment or software that is not provided by the School.

Users can log into Pearson Online Classroom from different devices, such as a mobile phone, tablet, or desktop computer. Most devices are regularly tested to ensure accessibility and functionality.

For the best experience, Pennwood recommends users update software and Internet browsers regularly on each device. The following browsers are recommended to access Pearson Online Classroom:

- Google Chrome
- Mozilla Firefox
- Internet Explorer 11 or newer

- Microsoft Edge
- Apple Safari (Mac only)

Headsets with microphones may be provided where two-way audio use is required.

Many of the courses available in Pearson Online Classroom require the use of Adobe® Flash® Player. Some courses also require the use of productivity software compatible with Microsoft® Word®, Excel®, and PowerPoint®. Some courses may have requirements in addition to what is indicated above; these requirements can be found in each course’s Course Directions and Tips.

10.2.5 Use of the Internet

Internet Safety Policy

It is the policy of Pennwood Cyber Charter School to:

- » Prevent user access over its computer network to, or transmission of inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
- » Prevent unauthorized access to and other unlawful online activity related to inappropriate material via the Internet;
- » Prevent unauthorized online disclosure, use, or dissemination of personal identification information
- » Comply with the Children’s Internet Protection Act (“CIPA”) (Pub. L. No.106-554 and 47 USC 254 (h)).

To the extent practical, technology protection measures (or “Internet filters”) shall be made available for all computers accessible by students and placed on the computers located at the School site locations. As required by CIPA, this blocking technology is applied to visual depictions of material deemed obscene or child pornography or any other material deemed to be harmful to minors.

Technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

To the extent practical, the School takes steps to promote the safety and security of users of Pearson Online Classroom when using electronic mail, chat rooms, instant messaging, and any other form of direct electronic communications.

Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

To the extent practical, the School, through its handbook, the Pearson Online Classroom Terms of Use and its staff, is committed to educating, supervising and monitoring the appropriate usage of Pearson Online Classroom and access to the Internet in accordance with this policy, CIPA, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

The School will provide age-appropriate training for students who use our Internet facilities. The training provided will be designed to promote the School's commitment to the standards and acceptable use of Internet services, as set forth in the School Handbooks and the Pearson Online Classroom Terms of Use; and Student safety with regard to safety on the Internet; appropriate behavior while online, on social networking websites, and in chat rooms; and cyber bullying awareness and response.

This Internet Safety Policy was adopted by the Board of Pennwood Cyber Charter School at a public meeting, following normal public notice, in September 2022.

Internet Safety

Pennwood complies with the Children's Internet Protection Act (CIPA).

Users should be aware material accessible through the internet may contain items that are illegal, obscene, defamatory, inaccurate, or potentially offensive to some people. This material may be harmful if accessed by minors. In addition, it is possible to purchase certain goods and services via the internet, which could result in unwanted financial obligations for which the Caretaker would be liable. Pennwood believes the Users' benefits of information resources and opportunities for collaboration from accessing the internet exceeds the disadvantages. However, all Users must understand and practice acceptable and ethical use.

To help all Users understand acceptable and ethical use, Pennwood offers an Internet Safety course, which all staff members are required to take. Pennwood strongly recommends that all Caretakers and Learning Coaches take this course, which is available in the To Do section of the Caretaker and Learning Coach's Home Page. Caretakers and Learning Coaches may review all internet sites their student(s) visit in each course by selecting the "backpack" icon. While Pennwood and their providers have carefully screened these sites and believe they are appropriate for students, this tool makes it easy to review all links. Caretakers and/or Learning Coaches who are uncomfortable with any of the linked sites should contact their child's teacher to discuss alternatives.

Pennwood also strongly recommends that Caretakers and Learning Coaches monitor their student's internet time and activity. To assist Caretakers in ensuring safe and appropriate use of the internet, and in accordance with CIPA requirements, Pennwood provides the following:

- CIPA compliant filtering software to restrict access to inappropriate and harmful information and materials online. Please be aware that internet filtering software, while potentially very helpful, is imperfect and may block some educational or other appropriate content in addition to blocking potentially inappropriate or offensive content.
- An Internet Safety Course, which all Learning Coaches are urged to complete. A link to the course is provided on the Learning Coach Home Page at the beginning of the school year (or when the student first enrolls) and is always available to Learning Coaches through the Virtual Library. The School will provide age-appropriate internet safety training for students to address appropriate online behavior, specifically on social networking websites and in chat rooms, in electronic communications, as well as training in recognizing and reporting cyberbullying.

Internet activity on School issued computers will be monitored as required by state and federal law.

Internet Requirements

Use of the internet is a requirement for the Pennwood program. Caretakers are responsible for arranging broadband internet service to be available during the school year. Broadband internet service must meet minimum standards for speed, availability, and compatibility to meet Pearson Online Classroom requirements. These minimum standards include the following:

- Broadband internet service with a minimum download speed of 12-25 Mbps as per the [FCC Household Broadband Guide](#)
- The use of a firewall that will permit access to Pearson Online Classroom

Internet Subsidy

Pennwood provides payment of an internet subsidy, but there must be at least one (1) student enrolled in the school at the time of the payment. The internet subsidy will be paid according to a payment schedule determined by Pennwood's Board of Trustees. If a student enrolls after the start of the school year, the internet subsidy will be prorated; however, due to the high cost of processing small payments, no prorated payments will be made for amounts less than five dollars (\$5.00). Some students may be allowed a higher reimbursement for faster speed service if it is required by their IEP or if they are receiving additional remediation services that require high-speed service. The School will notify any Caretakers who are eligible for additional reimbursement.

10.2.6 Compliance with Pearson Online Classroom Terms of Use

Any use of Pearson Online Classroom, School equipment, or internet using school equipment must follow Pearson Online Classroom [Terms of Use](#), which is included in Appendix 3. Any violation of the Pearson Online Classroom Terms of Use while using school issued computer equipment may result in warnings, usage restrictions, the loss of a computer or internet subsidy, confiscation of the equipment, expulsion from the

School, as well as other disciplinary actions or legal proceedings. The determination as to whether a use is in violation of this policy and the penalties imposed are at the sole discretion of the School and are subject to the guidelines of the Caretaker Due Process section of the School Handbook Supplement.

10.2.7 Malfunction/Damage/Loss/Theft of School Equipment and/or Installed Software

As permitted by state law and/or regulation, Caretakers are solely liable for any loss, damage, or misuse of computer equipment provided to their household by the School.

Accidental Damage to Equipment

Where damage to the equipment and/or software is not intentional (accidental) but is caused by user negligence or carelessness, the School reserves the right to invoice the Caretaker, where permitted by state law and/or regulation. The School will limit Caretaker liability to the cost of repairs for the computer equipment. For all subsequent accidental damage, the school reserves the right, where permitted by state law and/or regulation, to invoice the Caretakers for the full cost of the repair or replacement plus the cost of shipping.

Accidental damage to equipment includes, but is not limited to, damage caused by carelessness or negligence such as exposure to excessive heat or cold, damage to equipment caused by liquid spills, dropping equipment, etc.

Non-Accidental Damage to Equipment

Where damage to the equipment and/or software is caused by a user and is not accidental or is the result of repeated failures to follow the School's policies and directions, the School reserves the right to invoice the Caretaker, where permitted by state law and/or regulation, for the full cost of the repair or replacement plus shipping.

Examples of such damage include, but are not limited to, vandalism or malicious destruction, opening the computer casing, installation/removal of internal hardware components, installation/removal of software without the school's permission, and/or manipulation of system BIOS settings. Caretakers may appeal a determination of non-accidental damage by following the procedures in the Caretaker Grievance section.

Loss or Theft of Equipment

On the first occurrence of a loss or theft of school equipment, Caretakers may be responsible for a maximum replacement charge of up to \$400 plus the cost of shipping a replacement. Based on the circumstances, the following information may be requested from the Caretaker in instances of loss or theft of equipment:

- A copy of a filed police report or insurance loss report;
- Documentation from the insurance carrier confirming that reimbursement is not available under homeowner's or renter's policies; or

- A notarized letter from the Caretaker indicating they are not insured.

If this documentation is not provided - or if there are any subsequent incidents of loss or theft - Caretakers may be responsible for the full replacement cost of any equipment and software.

Notice to School

Caretakers must notify Pennwood staff (via WebMail message or by calling Student Technical Support) of any malfunction, loss, or damage to computer equipment from any cause whatsoever within seven (7) school days of the incident. Caretakers must contact Student Technical Support for all repairs and must follow all instructions as directed by the Student Technical Support representatives. Caretakers must not contact the manufacturer or a third party to repair the computer equipment unless instructed to do so by a Student Technical Support representative. If Caretakers do not comply with this policy and if there is any evidence of manufacturer or third-party involvement, the School may void the damage limitation it offers for accidents and may invoice the Caretakers for the full cost of repair or replacement.

Payment of School Invoices

In the event Caretakers are invoiced for any repair by Pennwood, payment will be due within five (5) days from the date of receipt. All outstanding invoices must be paid before additional repair services, or a replacement computer can be provided. Failure to pay any outstanding invoice will be handled as provided for in the Grievance Policy for Caretakers section of the School Handbook Supplement.

10.2.8 Contacting Student Technical Support

Support Services can be reached by calling 800-382-6010 and then selecting the appropriate menu selection for Support Services, by emailing support@pearsononlineclassroom.com, or by using the WebMail message feature in Pearson Online Classroom and sending a message to Support Services (included in the WebMail address book under Parent and Student Services).

The Student Technical Support team is available during the school's calendar year from 9:00 a.m. – 9:00 p.m. Eastern Time, Monday through Friday. Voicemail messages can be left for Student Technical Support at any time.

The Student Technical Support team should be called for the following reasons:

- Equipment or materials supplied by the School does not match the items listed on the materials list.
- A user cannot log in to Pearson Online Classroom.
- Equipment, software, or materials supplied by the School does not function or has been damaged or lost (be sure to check any training resources or the Online Help section of Pearson Online Classroom first).

- A request needs to be made to authorize the installation of hardware or software on equipment supplied by the School.
- More information is needed about obtaining an ISP or assistance is needed with creating ISP accounts for providers preinstalled on school equipment.

When contacting Student Technical Support via email, WebMail message, or voicemail message, please clearly describe the issue and provide specific contact information for a Student Technical Support representative to respond to your issue. When submitting a service request, families should provide the following information:

- Caretaker and student name,
- Phone number (including extension), email address, and state or school,
- Brief description of the problem (if contacting Support Services via email, include this information in the email subject line),
- IssueAware tracking ticket number if the issue is a continuation of an existing request (if contacting Student Technical Support via email, include this information in the email subject line, in the voicemail message, or to the Student Technical Support representative),
- Level of severity, and
- Detailed description of the problem, including any steps required to reproduce the problem.

The Student Technical Support representatives' response times depend on the severity of the issue. Student Technical Support strives to respond to all issues within twenty four (24) hours when possible, though the response could indicate more time is needed, depending on the complexity of the issue identified.

11 Communication

11.1.1 Communication Systems

Pearson Online Classroom contains several unique and efficient mechanisms for families and school staff to communicate with one other. Pearson Online Classroom is a closed system; therefore, no communication can be made to or from anybody outside of the system. Caretakers control what, if any, of their student's information is posted and accessible to others in the School Directory. To set or modify these options, Caretakers access their student's SIF (Student Information Form) - School Directory Data View to adjust their student's permissions at any time.

The following communications systems are described in detail in Pearson Online Classroom Help.

- School Directory
- WebMail messages
- Message Boards

- Virtual Library
- Teacher feedback on assessments
- Home Page Announcements
- LiveLesson Sessions
- Pearson Online Classroom “Feedback” link
- StarTrack Rating System

The Directory includes names of students enrolled in other schools supported by Pearson Virtual Schools (in other states and locations), and therefore the student’s information would be available in the Directory to students and Learning Coaches in other schools. Caretakers may restrict access to Directory Information during the enrollment process. See the Third-Party Access to Student Information section, below, for more details.

In situations where a student, Caretaker, and/or Learning Coach is hearing impaired, that individual may request alternative/additional methods or tools for communicating with teachers and other school staff outside of Pearson Online Classroom (e.g., text messaging).

Caretakers and/or Learning Coaches should contact the School to discuss their situation and must request approval to use alternative communication methods or tools to ensure the communication method and/or tool is secure and appropriate. If the request is approved, the School’s Tech Support team will assist the Caretaker and/or Learning Coach with setting up the tool and confirm with the school. When so authorized, and when used in accordance with the terms agreed upon by the School and the Caretaker/Learning Coach, the use of the alternative/additional communication method(s) and/or tool(s) will not be considered a violation of the Pearson Online Classroom Terms of Use policy.

Pennwood reserves the right to disallow and/or disable the use of the authorized alternative/additional communication tool(s) at any time if the School deems the tool(s) is being used inappropriately and/or not in accordance with the agreement between the Caretaker/Learning Coach and the School.

Learning Coaches, teachers, and students are advised that all messaging communication is archived and available for review by the School at any time.

External Video and Web Conferencing Services

Pennwood may use external video and web conferencing services and tools (e.g., Zoom). Students are expected to comply with all school policies and the Honor Code when utilizing external services and tools.

11.1.2 Communication Requirements

Both students and Learning Coaches are required to have regular synchronous communications with their

teachers. Acceptable types of communication - and whether the contact is more often with the student or the Learning Coach - vary among the grade levels.

Student and Teacher Communication

Pennwood expects that most students will have daily contact with their teachers through a combination of phone calls, WebMail messages, LiveLesson sessions, face-to-face interaction, and the daily review of assessments via the electronic Grade Book. At a minimum, all students will interact synchronously (e.g., via phone, LiveLesson session, or face-to-face) with a teacher every two weeks so the teacher is able to monitor academic progress and verify student learning.

11.2 Student Information Access

11.2.1 Collection and Release of Student Information by the School (FERPA)*

The Family Educational Rights and Privacy Act (FERPA) is a federal law that gives parents/legal guardians (referred to as “Caretakers”) and students over eighteen (18) years of age, attending a post-secondary institution, and/or emancipated minors (Eligible Students) certain rights regarding the student’s educational records. These rights include the ability to review and correct educational records and the protection of a student’s educational records and “personally identifiable information” from unauthorized disclosure. For complete FERPA information, see Appendix 2. See also the Release of Student Information and Educational Records to Third Parties below.

FERPA rights are extended to both the Caretaker and noncustodial parent/guardian **unless** the School is provided with a judicial court order (custody order, protective order etc.), state statute, or legally binding document that specifically revokes or restricts a noncustodial parent’s/guardian’s FERPA rights. If a state law and/or enforceable court order provides the noncustodial parent/guardian’s greater or more restrictive access than provided for by FERPA, that state law and/or court order will be followed.

Other statutes protecting students include the Protection of Pupil Rights Amendment (“PPRA”) (See Appendix 6, Protection of Pupil Rights Amendment Policy) and the Children's Online Privacy Protection Act of 1998 (“COPPA”) (See Appendix 4, Privacy Policy), as well as state law in the state in which the student is enrolled.

11.2.2 Parental Access to Teacher Qualification Information*

Families have access to basic background information about their student’s teachers. This information, found in Pearson Online Classroom through the teacher’s Teacher Profile Data View, includes teacher qualifications, experience, and photos. Please reach out to the CEO for additional information.

11.2.3 Third Party Access to Student Information

FERPA provisions allow the School to disclose certain student information to third parties, such as other schools, without the prior written consent of the Caretaker or Eligible Student. This occurs in two situations: Directory Information and situations in which FERPA permits the School to release educational records without consent (see below). All other disclosure of student information to third parties requires the written consent of the Caretaker or Eligible Student.

Release of Educational Records without Consent: Directory Information

The school may release Directory Information (defined by Pennwood as student name, state of residence, student telephone number, and student grade level) to third parties as permitted by FERPA.

If the Caretaker or Eligible Student does not wish to have Directory Information released to third parties, they may prevent the release of this information by indicating so in the FERPA Directory Information section of the Student Information Form. If families do not select, the School may, without additional permission, disclose the Directory Information to third parties as permitted by FERPA.

Release of Education Records without Consent: Legitimate Educational Interest

The School may provide a student's educational records to third parties in certain situations listed under FERPA. Examples include the transfer of educational records to the student's new school upon request from the new school, and the provision of educational records to school officials who possess a 'legitimate educational interest' in the student's records, and the provision of educational records to contracted parties providing special education related services. For more information on exceptions to the prior written consent rule, see Appendix 2.

Release of Student Records with Consent

Except for that information which FERPA and/or applicable state law or court order allows the School to release without consent, as noted above, the School must obtain written consent from the Caretaker or Eligible Student prior to releasing any educational record or personally identifiable information to any third party. Consent to release this information must be made in writing, signed by the Caretaker or Eligible Student, and include the following information:

- A specific description of the information or record(s) to be released.
- The party or agency to which the information will be released and their address.
- The signature of the requestor, and the date of the request.

For more detailed information on FERPA, please see Appendix 2.

11.3 School's Use of Student Images, Recordings, and School Work

To help illustrate the School program and to celebrate student successes, Pennwood, or the School's

providers may want to film, interview, and/or photograph students and their work (all collectively referred to as “Online Content Pearson Media Property”) to duplicate, broadcast, distribute, and/or display.

For the School, or its partners to use “Online Content,” proper consent must be obtained through the Media Consent and Release CA-Student Data View in Pearson Online Classroom. This Data View is completed by the Caretaker/Learning Coach (or by the student, if the student is eighteen (18) years of age or older or an emancipated minor). Online Content may be used for the purposes and time frame stated in the Data View.

If the Caretaker or student prefers not to have Online Content used by the School or the School’s providers, I for purposes other than the student’s academic program, this should be indicated in the Media Consent and Release -Student Data View.

The election on the Media Consent and Release Data View can be changed at any time. From the Pearson Online Classroom Caretaker Home Page, select the student’s  and go to the Media Consent and Release-Student Data View.

11.4 School’s Use of Learning Coach/Caretaker Images and Recordings

To help illustrate the School program and to celebrate successes, Pennwood, or their providers, may want to film, interview, and/or photograph a Learning Coach/Caretaker (all collectively referred to as “Depiction”) to duplicate, broadcast, distribute, and/or display.

For the School, or the School’s providers to use any Depiction, proper consent must be obtained through the Media Consent and Release CA- Learning Coach/CT Data View in Pearson Online Classroom. This Data View is completed by the Caretaker/Learning Coach. Any Depiction may be used for the purposes and time frame stated in the Data View.

If the Caretaker/Learning Coach prefers not to have any Depiction used by the School or the School’s providers, this should be indicated in the Media Consent and Release CA- Learning Coach/CT Data View.

The election on the Media Consent and Release Data View can be changed at any time. From the Caretaker Pearson Online Classroom home page, select the Learning Coach/Caretaker  and go to the Media Consent and Release CA- Learning Coach/CT Data View.

APPENDIX 1- Honor Code

Pennwood Honor Code (Grades K-5)

Pennwood Cyber Charter School expects academic honesty to be a core value for all students, Caretakers, and staff. Students who are academically dishonest do not learn what they need to succeed and achieve their goals. Therefore, we require all students to sign the Honor Code, indicating that they agree to abide by the School's expectations for academic honesty.

Because Caretakers are an integral part of their student's educational experience, they are required to agree to the Honor Code.

Pennwood Cyber Charter School Honor Code

I agree that I will ...

1. read, (or have read to me, if needed), the contents of both the School Handbook and School Handbook Supplement,
2. value learning,
3. be honest,
4. never copy someone else's work,
5. never give my work or answers to others,
6. never look up the answer to an assessment (i.e., test or quiz) online or in a book,
7. never receive help on assessments (i.e., test or quiz), including from my friends/peers, Learning Coach, or any others,
8. follow all Student Conduct guidelines for use of the internet and the school's equipment and materials provided to me,
9. accept the consequences, including disciplinary action, of breaking this Honor Code. (More information on Discipline and Due Process can be found in the School Handbook Supplement),
10. never provide a forged document or signature to the School.

I understand that this Honor Code is not limited only to the examples listed above. By checking the box below, I confirm that I have read (or had read to me, if needed), and agree to abide by, the Pennwood Cyber Charter School Honor Code and the expectation for academic honesty.

By checking this box, as a **student**:

I confirm that I have read (or have had read to me if needed), understand, and agree to abide by the above Honor Code.

By checking this box, as a **Caretaker/Learning Coach**:

I confirm that I have read, understand, and agree to abide by the above Honor Code.

Pennwood Cyber Charter School Honor Code (Grades 6-12)

Pennwood Cyber Charter School expects academic honesty to be a core value for all students, Caretakers, and staff. Students who are academically dishonest do not learn what they need to succeed and achieve their goals. We therefore require all students to sign the Honor Code, indicating that they agree to abide by Pennwood Cyber Charter School's expectations for academic honesty.

Because Caretakers are an integral part of their student's educational experience, they are required to agree to the Honor Code.

Pennwood Cyber Charter School Honor Code

I agree that I will ...

1. read (or have read to me, if needed) and understand the contents of both the School Handbook and School Handbook Supplement,
2. value learning above my grades or scores,
3. always value and exhibit honesty,
4. be well-informed about plagiarism and cheating, and not use "lack of knowledge" about either as a reason for engaging in plagiarism or cheating,
5. never give my work or answers to assessments (tests, quizzes, etc.) to other students to submit as their own,
6. never plagiarize written, oral, or creative work, and never copy (plagiarize) others' work or submit work of any kind that is not my own,
7. never post assessment answers on the Internet or in other public places or otherwise share assessment answers,
8. never search for and use assessment answers on the Internet or in other public places, including using translation services for language courses,
9. never give or receive unauthorized assistance on assessments, including from my friends/peers, Learning Coach, or any others,

10. understand that all assessments are "closed-book," meaning I need to take assessments based on the knowledge in my head, and not use any other sources,
11. adhere to all Student Conduct guidelines for proper use of the Internet and the School's equipment and materials provided to me,
12. accept the consequences, including disciplinary action, of breaking this Honor Code, (more information on Discipline and Due Process can be found in the School Handbook Supplement),
13. never provide a forged document or signature to the School.

I understand that this Honor Code is not limited only to the examples listed above. By checking the box below, I confirm that I have read (or had read to me, if needed), and agree to abide by, the Pennwood Cyber Charter School Honor Code and the expectation for academic honesty.

By checking this box, as a student:

I confirm that I have read (or have had read to me if needed), understand, and agree to abide by the above Honor Code.

By checking this box, as a Caretaker/Learning Coach:

I confirm that I have read, understand, and agree to abide by the above Honor Code.

APPENDIX 2- FERPA Annual Notification and Policy

Last Reviewed and Updated: August 2023

This FERPA Annual Notification and Policy may be updated periodically. The most current version is always available from the login page of Pearson Online Classroom. Any changes will be effective as soon as they are posted in Pearson Online Classroom. Pennwood Cyber Charter School, Pearson Virtual Schools USA, programs and affiliates (collectively referred to as "the School") comply fully with the Family Educational Rights and Privacy Act ("FERPA") and Pearson Virtual Schools USA is recognized as a school official as defined by FERPA.

Overview

FERPA is a Federal law that is administered by the Family Policy Compliance Office (Office) in the U.S. Department of Education (Department). 20 U.S.C. section 1232g; CFR Part 99. FERPA applies to educational agencies and institutions (e.g., schools) that receive funding under any program administered by the Department.

FERPA gives custodial and noncustodial parents alike certain rights with respect to their children's education records. Unless the School is provided with evidence that there is a court order or State law that specifically provides to the contrary, both custodial and noncustodial parents as well as legal guardians have the right to:

1. Access and inspect their student's education records;
2. Request the amendment of the student's education records that the parent, legal guardian or eligible student believes are inaccurate, misleading or otherwise in violation of the student's privacy rights under FERPA;
3. Provide written consent to the disclosure of personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent; and
4. File a complaint with the Department.

When a student reaches eighteen (18) years of age or attends a postsecondary institution, they become an "Eligible Student", at which point FERPA rights transfer from the parent to the student.

The term "education records" is defined as those records that contain information directly related to a student and which are maintained by an educational agency or institution or by a party acting for the agency or institution.

An individual or entity may be considered a "school official" if the individual or entity meets the following

criteria:

- Performs an institutional service or function for which the School would otherwise use employees;
- Is under the direct control of the School with respect to the use and maintenance of education records;
- Agrees not to disclose the information to any other party; and
- Agrees to only use the information for the purposes for which the disclosure was made.

A School official has a “legitimate educational interest” if the official needs to review an education record to fulfill their professional responsibility.

Right to Inspect and Amend Educational Records

A parent, legal guardian or Eligible Student has the right to inspect and review the student’s education records within 45 days after the day the School receives a request for access. A parent, legal guardian or Eligible Student who wished to inspect the student’s education records should submit a written request to the School that identifies the records they wish to inspect. The School will arrange for access and notify the parent, legal guardian 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, 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 record; and (3) a list of the types and locations of the student’s education records collected, maintained, or utilized by the School.

Right to Request Amendment of Education Records

A parent, legal guardian or Eligible Student has the right to request an amendment of the student’s education records that the parent, legal guardian or Eligible Student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Parents, legal guardians or Eligible students who wish to ask the School to amend the student’s education record should submit a written request to the School, clearly identify the part of the record they want changed and specify why it should be changed. If the School decides not to amend the record as requested, the parent, legal guardian, or Eligible Student will be notified in writing. The parent, legal guardian, or Eligible Student then has the right to request and receive a records hearing review. The request must be made in writing. At this time, additional information shall be provided to the parent, legal guardian, or Eligible Student regarding the hearing 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 a parent, legal guardian, or Eligible Student the right to request to amend education records which they believe are inaccurate, this right cannot be used to challenge a grade, an opinion, or a substantive decision made by a school about a student.

Additionally, if FERPA's amendment procedures are not applicable to a parent, legal guardian or Eligible Student's request for amendment of education records, the school is not required under FERPA to hold a hearing in the matter.

Right to Consent to Disclosure, Except to the Extent FERPA Authorizes Disclosure without Consent

A parent, legal guardian, or Eligible Student has the right to provide written consent before the School discloses personally identifiable information (PII) contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

FERPA provides a number of exceptions to the requirement that written consent be obtained prior to the disclosure of PII from a student's education records. Under these exceptions, the School is permitted to disclose personally identifiable information from education records without consent. The following are some, but not all, examples of instances that do not require the School to obtain prior written consent to disclose PII from the education records of a student.

- School officials with legitimate educational interests. An individual or entity that meets the criteria set forth in this notification is determined to be a school official with a legitimate educational interest. School officials include the following: persons employed by the School, whether paid or unpaid, administrator, supervisor, instructor, support staff; School Board of Trustees members; authorizing bodies or school 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. Other schools when a student graduates or transfers. Upon request, the School discloses education records without consent to officials of another school, district, or postsecondary institution where the student seeks or intends to enroll, if the disclosure is for the purpose of the student's enrollment or transfer.
- Accrediting institutions in order to carry out their accrediting functions.
- Compliance with a judicial order or lawfully issued subpoena.
- Appropriate officials in the case of a health or safety emergency.
- State and local authorities within a juvenile system pursuant to applicable state law.
- Parents if an Eligible Student is a dependent for IRS tax purposes.
- Appropriate parties in connection with financial aid for which the student has applied or received.

Right to File a Complaint

Parents/legal guardians or Eligible Students who have concerns or questions should e-mail

privacy@connectionseducation.com Additionally, parents/legal guardians or Eligible Students may file a complaint with the Department:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-5901
Phone: 202-260-3887

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 a 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 Directory Information. A parent/legal guardian or Eligible Student may opt-out of having their 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 opt-out is requested, 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 which occurs during the enrollment or returning student process.

The following information regarding students is considered Directory Information by the School:

- student name
- student city of residency
- student grade level

If an opt-out form is not received within twenty (20) days of the enrollment date (to account for returning students and students enrolling throughout the school year), the School will assume there is no objection to the release of the designated Directory Information.

Note that federal law requires the School to provide military recruiters, upon request, with the following three categories of Directory Information for high school students unless a parent/legal guardian or Eligible Student opts out of such disclosure by completing the Authorization to Withhold Directory Information Form:

- student name
- student address
- student telephone number

Custody, Dependency, and Post-Secondary Course Records

FERPA rights are extended to both the custodial and noncustodial parent unless the School is provided with a judicial court order, state statute, or legally binding document that specifically provides to the contrary.

For students 18 (eighteen) or older (Eligible Students), the School may provide a parent or legal guardian access to the education records of the Eligible Student if the parent or legal guardian can demonstrate their student's financial dependency, as defined in section 152 of the Internal Revenue Code, by producing their most recent tax return or completing the forms at the Family Compliance Office website. (Note this does not apply to emancipated minors.) If a parent or legal guardian of a student 18 (eighteen) or older cannot prove financial dependency, their Eligible Student must provide written consent before the School will permit access to the student's education records.

APPENDIX 3- Pearson Online Classroom Terms of Use

These Terms of Use may be updated periodically. The most current version is always available from the [login page of Pearson Online Classroom](#). Any changes will be effective as soon as they are posted in Pearson Online Classroom.

Applicable to All Users

Acceptance of Terms

By using this Education Management System (“Pearson Online Classroom”), you (hereinafter referred to as the “User” or “Users”) agree to all terms, conditions, and notices contained or referenced in these Terms of Use (“Terms”). These Terms apply to your use of Pearson Online Classroom and all materials, information, software, content, products, and services that are owned or licensed by Connections Education LLC, dba Pearson Virtual Schools (“Pearson”) and included in, or available through, Pearson Online Classroom, (“Pearson Content”) as well as any content owned or licensed by a third party content provider that is included in, or available through Pearson Online Classroom with that third party’s permission (“Third Party Content”) (Pearson Content and Third Party Content collectively, “the Content”). If the User is a minor, they shall be the responsibility of their parent/guardian, who shall ensure that the User adheres to the Terms.

Any Third Party Content uploaded or otherwise made available by a Third Party is and remains the sole property of the Third Party or the Third Party licensors. By uploading or otherwise making available any Third Party Content, you automatically grant and/or warrant that the owner has granted Pearson, the perpetual royalty-free, non-exclusive right and license to use, reproduce, publish, distribute, display, and transmit the Third Party Content through the channel into which you have uploaded or authorized Pearson to upload the Third Party Content. You also permit any User of Pearson Online Classroom with access to that channel, subject to your restrictions, to access, view, store, and reproduce the Third Party Content to the same extent permitted herein. To the extent provided for in the specific terms of the governing agreement between Pearson and the Third Party. Third Party Content may be removed, obscured, altered or modified by the Third Party, subject to the terms and conditions set forth herein with respect to the use of Pearson Online Classroom.

Pearson reserves the right to change these Terms at any time, effective upon posting the updated Terms on the Pearson Online Classroom login page. The most current version is always available by clicking on the Terms of Use link located at the bottom of the login page of Pearson Online Classroom.

Permitted Use

Pearson Online Classroom is to be used for the purpose of accessing the education program licensed by or for the benefit of the User(s). Pearson grants the User the non-exclusive, non-transferable, limited license to access, visit, use, view, and print the Content, solely for the User's own personal non-commercial use in connection with such education program, provided the User keeps intact all copyright and other proprietary notices. Use of the Content or materials for any purpose not expressly permitted in these Terms is prohibited.

Users may not (1) remove, obscure, or alter the Content in any way except as agreed to in writing by Pearson, (2) use Pearson Online Classroom in any manner that could damage, disable, overburden, or impair any Pearson server or the network(s) connected to any Pearson server, or interfere with any other party's use and enjoyment of Pearson Online Classroom, (3) gain or attempt to gain unauthorized access to any accounts, computer systems, or networks connected to any Pearson server through hacking, password mining, or any other means, or (4) obtain or attempt to obtain any materials or information through any means not intentionally made available through Pearson Online Classroom.

Any use of Pearson Online Classroom for the following purposes is strictly prohibited. By using Pearson Online Classroom, you agree that you will NOT:

1. send, receive, or display pornographic, obscene, sexually explicit material, or any material harmful to minors
2. impersonate any person or entity (through the use of their password or other means), including any staff member or representative of Pearson
3. copy or distribute content included in Pearson Online Classroom (including postings on the Message Boards, WebMail messages, or curriculum materials, including answer keys) without the owner's permission
4. solicit or collect information about the Users or members of this site, especially for the purpose of transmitting, or facilitating transmission of, unsolicited or bulk electronic email or communications
5. use the school-provided communication services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming, or any duplicative or unsolicited messages (commercial or otherwise)
6. upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property
7. solicit or collect personal information (including name, address, and phone number) from anyone under eighteen (18) years of age without verified parental consent
8. display threatening or offensive material, including using swear words, offensive, vulgar, or obscene language

9. display racist, prejudiced, or discriminatory messages or pictures
10. violate any state or federal law
11. reveal another User's or a minor's personal address, phone number, or similar information to others without their consent or verified parental consent
12. violate any copyright, trademark, patent, trade secret, or other intellectual property laws or otherwise use intellectual property of another individual or entity without the owner's permission—this includes providing links to and including other copyrighted or trademarked material from third parties in Pearson Online Classroom (including posting on the Message Boards or in WebMail messages) without permission as well as using any trademarks, service marks, or other marks in social media or other websites without the owner's permission
13. trespass in another's folders, work, or files
14. promote commercial activities except as agreed to in writing by Pearson
15. advertise products or services or engage in political lobbying
16. defame, harass, insult, abuse, stalk, threaten, attack, or otherwise violate the legal rights (such as privacy and publicity) of another person or interfere with another person's work, including, but not limited to, sending unwanted WebMail messages or e-mail
17. provide material support or resources to (or conceal the nature, location, source, or ownership of material support or resources of) any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act

Each User will have a username and password (the "Login Information") for the purpose of accessing Pearson Online Classroom and the Content. Users must keep all Login Information strictly confidential, and all Login Information may be used only by the assigned User. Users are responsible for maintaining the security and confidentiality of all Login Information and for preventing access to Pearson Online Classroom and/or the Content by unauthorized persons using a User's Login Information. Users are responsible for all activities that occur under their account. Users must notify Pearson immediately of any unauthorized use of their account or any other breach of security. Notwithstanding the foregoing, certain staff members of Pearson will be permitted to "log in as" someone other than themselves, after receiving the approval of their supervisor and undergoing specific training.

Proprietary Rights

The User acknowledges and agrees that certain information available in Pearson Online Classroom is protected by various copyrights, trademarks, service marks, patents, trade secrets, or other intellectual property rights and laws and may only be used as permitted by law and with the permission of the owner. Except as expressly authorized by Pearson, Users may not sell, license, rent, modify, distribute, copy,

reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from or otherwise exploit the Content or features in Pearson Online Classroom in any form or medium. Users are fully responsible for their own use and for ensuring such use does not infringe on the rights of Pearson or third parties. In addition to potential legal action, any unauthorized use including copying or reposting of Pearson, or third party intellectual property may result in one or more of the following: termination of access to Pearson Online Classroom, school-based disciplinary action, and/or removal from the school, course offering or program of study.

Copyright Infringement

Content is owned or controlled by Pearson or the third party credited as the provider of the Content, and its contents may not be copied, reproduced, distributed or modified in any way without the express written consent of Pearson. If you have any copyright concerns about any materials posted on Pearson Online Classroom by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. 512). Unless otherwise stated in any specific DMCA designation provided by Pearson, please provide us with written notice ("Notice") by contacting our Designated Agent at privacy@connectionseducation.com.

To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, ("Complaining Party") of an exclusive right that is allegedly being infringed upon;
- Information reasonably sufficient to permit Pearson to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- Identification of the allegedly infringing material on Pearson Online Classroom ("Infringing Material"), and information reasonably sufficient to permit Pearson to locate such material on Pearson Online Classroom;
- Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or if multiple copyrighted works on Pearson Online Classroom are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Trademarks

Pearson Online Classroom contains trademarks and service marks of Pearson and of third parties. These marks may only be used in accordance with Pearson's [Trademark Usage Guidelines](#) within the Website Terms of Use on the public website. For permission to use the Pearson name or logo or any Pearson marks outside of the Trademark Usage Guidelines, contact privacy@connectionseducation.com. Any use of any Pearson marks that does not comply with the Trademark Usage Guidelines is strictly prohibited.

Links

Pearson Online Classroom may contain links to other websites or other resources that are provided for the User's convenience. Unless otherwise noted, these linked sites are not under the control of Pennwood Cyber Charter School, or its provider, Pearson, and Pearson is not responsible for the content available on third party linked sites. Pennwood Cyber Charter School and Pearson makes no representation, warranties, or other commitments whatsoever about any third party websites or third party resources that may be referenced, accessible from, or linked to Pearson Online Classroom. A link to a website does not mean that Pennwood Cyber Charter School, or Pearson endorses the content, the website owner or use of such website. In addition, Pennwood Cyber Charter School, and Pearson are not a party to or responsible for any transactions the User may enter with third parties, even if the User learns of such parties (or uses a link to such parties) from Pearson Online Classroom. Accordingly, the User acknowledges and agrees that Pennwood Cyber Charter School and Pearson are not responsible for the availability of such external websites or resources, except where specifically contracted for, and is not responsible or liable for any content, services, products, or other materials on or available from those websites or resources.

Privacy

You agree that your use of Pearson Online Classroom is also subject to the [Privacy Policy](#), which is part of these Terms.

Mobile Terms and Conditions

By opting in to receive text message alerts from Pennwood Cyber Charter School, and its provider, Pearson, you consent to receiving important information regarding your student's enrollment via text or SMS messages at the mobile phone number you provided. Such calls or texts may be placed using automatic dialing equipment. Message and data rates may apply. Please see our [Privacy Policy](#) for additional information.

You may opt-in to these messages by sending **JOIN** to **88180**. You may opt-out of these messages at any time by replying **STOP** to any message.

Reply **HELP** to any message to receive further assistance on an inquiry. Call 1-800-382-6010 or visit www.connectionsacademy.com/about/contact-us to reach our Customer Care team.

All supported carriers are listed below:

AT&T, Sprint/Boost/Virgin, T-Mobile/MetroPCS, Verizon Wireless, C Spire Wireless, Carolina West Wireless (CWW), CellCom USA, Google Voice, U.S. Cellular, ACS/Alaska, Advantage Cellular (DTC Wireless), Aio Wireless/Cricket, Appalachian Wireless, Atlantic Tele-Network International (ATN), Bandwidth, Bluegrass Cellular, Buffalo Wireless, CableVision, Cellular Network Partnership (PIONEER), Cellular One of East Central Illinois, Chariton Valley Cellular, Chat Mobility USA, ClearTalk(Flat Wireless), Copper Valley, Coral Wireless (Mobi PCS), Cross Telephone Company (MBO Wireless), Duet IP (Maximum Communications New Core Wireless), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI Communications Corp, Golden State Cellular, i Wireless (IOWA Wireless), Illinois Valley Cellular (IV Cellular), Immix(Keystone Wireless), Inland Cellular Telephone Company, Leaco, Mosaic (Consolidated or CTC Telecom), MTA Communications, MTPCS (Cellular One Nation), Nex-Tech Wireless, Northwest Missouri Cellular Limited, Panhandle Telecommunications Systems(PTCI), Peoples Wireless, Pine Belt Wireless, Pine Cellular, Revol Wireless USA, RINA, Sagebrush Cellular (Nemont), SI Wireless/Mobile Nation, SouthernLinc, SRT Wireless, Texas RSA 3 Ltd(Plateau Wireless), Thumb Cellular, Union Telephone Company(Union Wireless), United Wireless, Viaero Wireless, West Central Wireless (5 Star Wireless)

T-Mobile is not liable for delayed or undelivered messages.

Export Control

Pennwood Cyber Charter School has partnered with Pearson, which controls and operates Pearson Online Classroom from its headquarters in the United States and makes no representation that the Content is appropriate or available for use in other locations. If you use Pearson Online Classroom from other locations, you are responsible for compliance with applicable state and federal laws, including, but not limited to, export and import control laws and regulations of the United States.

No software from this site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or connecting to Pearson Online Classroom, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Warranty and Other Disclaimers

Pennwood and Pearson are committed to ensuring the accuracy of all information included in Pearson Online Classroom, subject to the following limitations:

- Pearson will use reasonable efforts to keep the information current and to ensure the accuracy or completeness of materials available through Pearson Online Classroom. However, materials available through Pearson Online Classroom are not promised or guaranteed to be correct, current, or complete, and may contain inaccuracies or typographical errors.
- The User acknowledges that Pearson is not liable for the conduct of any party using Pearson Online Classroom or for any defamatory, offensive, infringing, or illegal materials contained on Pearson Online Classroom or in any Communication Service, and Pearson reserves the right to correct any errors or omissions and remove any materials from Pearson Online Classroom at its sole discretion and without liability of any kind.

Disclaimer of Warranty

Use of Pearson Online Classroom or any communication service is at the user's sole risk. All materials, information, products, software, programs, and services are provided "as is," with no warranties or guarantees whatsoever.

Pearson expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees, or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights. Without limitation, Pearson makes no warranties or guarantees that Pearson Online Classroom will be uninterrupted, timely, secure, or error-free. The user understands and agrees that if the user downloads or otherwise obtains materials, information, products, software, programs, or services, the user does so at their own discretion and risk and that user will be solely responsible for any damages that may result, including loss of data or damage to the user's computer system. Some jurisdictions do not allow the exclusion of warranties, so the above exclusions may not apply to the user.

Limitation of Liability

Under no circumstances will Pennwood Cyber Charter School or Pearson be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of or inability to use Pearson Online Classroom or any communication service. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Pearson has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, Pearson's liability in such jurisdictions shall be limited to the extent permitted by law.

Release

The user hereby releases and forever discharges Pearson, its affiliates, staff, contractors, officers and directors, agents, successors, and assigns ("released parties"), from all actions, causes of action, injuries, claims, damages, costs, or expenses of any kind growing out of or related to the user or user's minor child(ren)'s use of Pearson Online Classroom or any communication service. The user understands that this is a full and complete release to the maximum extent allowed by law of all claims and damages to which you or your minor child(ren) may have as a result of their use of Pearson Online Classroom regardless of the specific cause thereof.

Indemnification

Upon request by Pearson, the User agrees to defend, indemnify, and hold harmless Pearson and its affiliates, staff, contractors, officers, directors, third-party content providers and licensors from all liabilities, claims, and expenses, including attorney's fees, which arise from the User's use or misuse of Pearson Online Classroom, Content, or any Communication Services.

Pearson reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate with Pearson in asserting any available defenses.

Governing Law, Choice of Law, and Forum

The use of Pearson Online Classroom shall be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflicts of law rules. The User expressly agrees that the exclusive jurisdiction for any claim or action arising out of or relating to the User's use of Pearson Online Classroom shall be filed only in the state or federal courts located in the State of Maryland, and the User further agrees and submits to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Severability and Integration

Except for other agreements signed by the User with Pearson, these Terms constitute the entire agreement between the User and Pearson with respect to use of Pearson Online Classroom. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Termination of Use

If the User violates these Terms, the User may be barred from future use of Pearson Online Classroom and/or subject to legal action. Cause for such suspension, termination and/or deletion shall include, but not be limited

to, (a) breaches or violations of the Terms, or of other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification of Pearson Online Classroom (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account may include (x) removal of access to all offerings within Pearson Online Classroom, (y) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (z) barring of further use of Pearson Online Classroom. Further, you agree that all terminations for cause shall be made in Pearson's sole discretion and that Pearson shall not be liable to you or any third party for any termination of your account, or access to Pearson Online Classroom.

Additional Terms Applicable to the Pearson Community of Schools

WebMail, Message Boards, and Other Communication Services

Pearson offers an internal email system (WebMail), through Pearson Online Classroom, as a service to certain Users in connection with those education programs that provide for webmail service. Webmail allows those Users to interact with other Webmail Users. Pearson cannot guarantee the security of any information that such Users disclose in WebMail messages, and the Users do so at their own risk. Sent WebMail messages are accessible only to the author and recipients, as well as other authorized personnel for the purpose of maintaining system integrity and to ensure that Users are acting responsibly and legally as required by these Terms. WebMail messages are also not guaranteed to be private and may be monitored. Messages relating to or in support of illegal or obscene activities or that otherwise violate these Terms may be reported to the appropriate authorities and may result in the loss of privileges, removal from the User's respective education programs, and/or legal action.

Pearson also operates academic Message Boards located within Pearson Online Classroom to facilitate the exchange of ideas, information, and opinions between Users whose respective education program provides access to Message Boards. These Users may only use the Message Boards for structured clubs, activities, and other educational uses as specified by each school department and as described on each Message Board. The Message Boards contain contributions that represent only the opinions of their respective authors and do not express the opinions of Pearson. Use of the Message Boards is subject to the rules governing their use as provided when accessing them (see also the Links section below).

In addition to the WebMail system and the Message Boards, Pearson may from time to time offer chat areas and/or other message or communication functionality designed to enable Users to communicate with others (each a "Communication Service" and collectively "Communication Services"). The User agrees to use

Communication Services only in compliance with these Terms and as described on each Communication Service to post, send, and receive messages and materials that are proper and, when applicable, related to the particular Communication Service.

Any information that you submit to be posted to a Message Board or other Communication Service will be disclosed and available to all Users of that Communication Service and is, therefore, no longer private. We cannot guarantee the security of such information that you disclose or communicate online in public areas, and you do so at your own risk. Pearson does not control or endorse the content, messages, or information found in any Communication Service; therefore, Pearson specifically disclaims any liability regarding the Communication Services and any actions resulting from a User's participation in any Communication Services. All participants acknowledge that any reliance upon such content shall be at the sole risk of the person so relying.

Although Pearson has no obligation to do so, Pearson reserves the right (1) to monitor anything posted to a Message Board or other Communication Services or anything sent via Pearson WebMail, and (2) to remove anything which Pearson considers offensive or otherwise in breach of these Terms or for any other reason as Pearson deems necessary in its sole and absolute discretion. Pearson also always reserves the right to disclose any information as Pearson deems necessary to satisfy any disciplinary investigation, applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, at Pearson's sole discretion.

Use of School Work, Interviews, Photographs, and Videos

Users may have the opportunity to provide material for inclusion in Pearson Online Classroom. This material may include the submission of work samples; participation in clubs; postings on the Message Boards; text or other submissions for newsletters, newspapers, and yearbooks; writing WebMail messages; etc. Users represent that they own and/or control all the rights to User's own material and that the public use of such material will not violate or infringe on the rights of Pearson or any third party.

Users may have the opportunity to participate in a LiveLesson. Pearson cannot guarantee the security of any information disclosed by voice or text in a LiveLesson session. Any information that a User submits or is captured in a LiveLesson session may be disclosed and available to all Users and is, therefore, no longer private. Parents or legal guardians are responsible for any information disclosed by their minor children.

LiveLesson sessions may be recorded and used for instructional and demonstrative purposes. The User, for themselves or their minor child, hereby agrees to the recording of LiveLesson sessions in which the User

participates. To the extent a User does not wish to participate in a recorded LiveLesson, recorded sessions are available to the User to view on demand.

APPENDIX 4- Privacy Policy

This Privacy Policy may be updated periodically. The most current version is always available from the [login page of Pearson Online Classroom](#). Any changes will be effective as soon as they are posted in Pearson Online Classroom.

Last updated: September 1, 2023

Pennwood Cyber Charter School, and their educational provider, Connections Education LLC, dba Pearson Virtual Schools, and its affiliates (collectively, "Pennwood"), a part of the Pearson global learning company, respects your privacy and has established this privacy policy ("Privacy Policy") to let you know how we collect, use, manage, share, and protect information that we may gather when you visit our website, the websites of our affiliated schools, or the websites for either of our education management system, (collectively, the "Websites"), or communicate with us.

This Privacy Policy applies to the Websites where this Privacy Policy is posted and to information we gather from you over the phone, via conventional mail, or in person. Pennwood reserves the right to change this Privacy Policy at any time. Changes to this policy will be posted on the Websites. The most current version is always available by clicking on the "Privacy Policy" link located at the bottom of the Websites' home page. Any changes to our Privacy Policy will become effective upon posting of the revised Privacy Policy.

By using any of the Websites, you agree to the terms of the Privacy Policy in effect at the time of use. If you do not agree to the terms and conditions of this Privacy Policy, please do not use any of the Websites.

International Users

The Websites are hosted and operated in the United States and are subject to United States law. Any personal information provided to us in the United States and will be hosted on United States based servers. You consent to the transfer of your personal information to the United States in order to receive services from Pennwood. If you are accessing a Website from outside the United States, please be advised that United States law may not offer the same privacy protections as the law of your jurisdiction.

What Personally Identifiable Information Do We Collect?

We collect personally identifiable information you provide voluntarily when requesting information, catalogs, other materials or to satisfy other requests. This information may include your first and last name, postal address, email address, telephone number, and the names, date(s) of birth and grade level(s) of your child(ren).

Pennwood collects information during the application and enrollment process such as a birth certificate, certain health records and proof of residency.

We may collect personal information at other times, such as when you contact our technical support, send us an email, complete a user survey, or otherwise communicate with Pennwood.

We may collect information about you or your student from external sources with your consent or as allowed under the law. For example, information from a school your child previously attended for academic placement purposes.

How Do We Use Personally Identifiable Information?

Pennwood uses personally identifiable information to fulfill requests for information, deliver services to you or for your school, or to carry out the transactions you or your school have requested.

Pennwood may use personally identifiable information to communicate special messaging, new services, or upcoming events, to provide educational services to students and to otherwise support students, parents, legal guardians, and staff and/or your school with regard to matters such as academic progress, testing, attendance, customer service, to share information related to legislative or regulatory initiatives that could potentially benefit or threaten virtual education in your state, to invite you to share your experience with virtual education, or in the event of an emergency.

Opting Out of Communications

If you do not want to receive information unrelated to your enrollment in a school via email from Pennwood, you can email us at unsubscribe@connectionseducation.com.

If you provided your mobile number, you consent to receive communications by way of pre-recorded and/or autodialed calls. The information will be treated confidentially within Pennwood, in the same way we protect other such confidential information.

If you do not want to receive any further information from Pennwood, you can call us at 877-267-0777 and ask to be removed from all of Pennwood's contact lists.

If you opted to receive text message alerts, you consent to receiving important information regarding your student's enrollment via text or SMS messages at the mobile phone number you provided. You may opt out of these messages at any time by replying STOP to any text or SMS message.

How Do We Share Personally Identifiable Information?

We may share personally identifiable information with certain service providers. They will use this information to process transactions you have requested, provide customer service and inform you of products or services we offer that you may find useful. Our service providers may include consultants, vendors and companies that perform marketing services on our behalf to help us identify families who may benefit from the services and education offerings Pennwood or its affiliates provide. We require our service providers to protect your personally identifiable information and to use or disclose it only for the work they are performing for us, or as permitted by law.

If all or substantially all Pennwood assets are sold or transferred to another party, your personally identifiable information may be transferred to the acquiring entity. However, Pennwood will take steps to assure that the personally identifiable information is conveyed lawfully, and in a manner consistent with the privacy policy under which it was collected.

Finally, we may disclose your personally identifiable information to third parties if we believe we are required to do so in order to comply with law (including court orders and subpoenas); to comply with lawful requests from law enforcement agencies or other governmental organizations; to enforce our [Terms of Use](#); to protect the rights, privacy, safety, or property of Pennwood, our staff, or other users of the Websites; and/or to permit us to pursue available remedies or limit the damages that we may sustain. We otherwise exercise commercially reasonable care to not share or disclose the names of users or any other personally identifying information with third parties, except with your prior approval and in compliance with federal and state law.

Cookies and Other Third Party Marketing Technologies

What Are Cookies?

Each time you visit a Website, information is automatically gathered such as your IP address domain name, the name of the page from which you entered the Website, which pages you view, and for how long you view them. This information is collected in order to improve the Website, remarketing activities, and for trend analysis. As with most websites, we may use "cookies" for marketing purposes, to track usage of our Website, and to improve your experience of our Websites.

A cookie is a text file that is placed on your hard disk by a Web page server. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If, however, you choose to decline certain essential cookies, you may compromise the ability to fully experience the interactive features of our Websites or have some of our services on the Websites function properly. Further information about cookies is available using the help function of your Internet browser.

Third Party Cookies

We may use third-party cookies as part of marketing activities we conduct with Google and/or other third-party vendors, to help provide you with relevant messaging as you use the internet. As part of these remarketing activities, third-party cookies may record your visits to our Websites and websites visited prior. Cookies can then be used to serve targeted messaging to you on other websites.

Managing and Blocking Cookies

Through browser settings, you can manage or block the use of cookies. In addition, you can use opt-out tools for ad networks and firms who participate in the Network Advertising Initiative at <http://optout.networkadvertising.org/> or the Digital Advertising Alliance at <http://optout.aboutads.info/>.

To effectively manage cookies via browser settings or through these ad industry opt-out tools, you must opt-out and set cookie preferences on all browsers and all devices you use. If you clear cache or cookies, be sure to reset your preferences.

Blocking or disabling some cookies may prevent or impair functionality and use of the site.

Here is some additional information about viewing and changing your browser settings to manage or block cookies:

Google Chrome

Click on the spanner icon (top menu in browser) and select 'Settings'

Click the 'Under the Bonnet' tab on the left, then select the 'Content settings' button

Under the cookies section, choose the option that best suits your needs.

Microsoft Internet Explorer

Click on 'Tools' (top menu in browser) and select 'Internet options'

Click on the 'Privacy' tab

Move the privacy slider to the level of privacy you require. Settings above Medium will disable cookies.

Mozilla Firefox

Click on 'Tools' (top menu in browser) and select 'Options'

Select the Privacy icon

In the history section choose 'Use custom settings for history' from the dropdown menu

Cookies can be enabled or disabled by clicking on the appropriate check boxes.

Safari

Click on the Cog icon (top menu in browser) and select 'Preferences'

Click on Privacy tab and choose the option that best suits your needs.

Opera

Click on the 'Tools' at the top of your browser window and select 'Preferences'

Select the 'Advanced' tab and choose Cookies from the list on the left

Choose the option that best suits your needs.

Safari on OSX

Click on 'Safari' at the top of your browser window and select 'Preferences'

Click on the 'Privacy' tab

Adjust the level of cookie acceptance here.

Firefox

Click on 'Firefox' at the top of your browser window and select 'Preferences'

Select the Privacy icon

In the history section choose 'Use custom settings for history' from the dropdown menu

Cookies can be enabled or disabled by clicking on the appropriate checkboxes.

Opt-Out of Remarketing

You may choose to be exempt from the use of Google remarketing cookies at the [Google advertising privacy page](#).

Alternatively, you may opt-out of remarketing on the Google network and similar networks at the [Network Advertising Initiative opt out page](#). Opting out will not prevent advertisements from being served to you on the Internet; it will only affect advertisements that utilize remarketing cookies to serve messaging on the specified networks. We are not responsible for the activities of other parties that may not comply with your opt-out requests.

Third-Party Websites

Websites may contain links to third-party websites for academic and curriculum support that are not under the control or supervision of Pennwood. Pennwood is not responsible for the tracking activities of such third-party websites.

The Websites may also contain links to other websites or other resources that are provided for your convenience. Unless explicitly stated, these links are not endorsed by Pennwood. The information and data privacy practices of those websites are not covered by this Privacy Policy or any other policies or terms applicable to the Websites. We recommend you review any terms of use and privacy policies of any third party website linked to the Websites before providing any information to those websites or using their products and

services.

How We Use Non-Personally Identifiable Information

Since non-personally identifiable information does not identify you, we reserve the right to use it and share it for any purpose with third parties. To the extent any non-personally identifiable information is combined with personally identifiable information, the combined information will be treated as personally identifiable information for as long as it is combined.

Student Data Privacy

Pearson is an education management company that provides various management services and curriculum content (“**Services**”) to our customers, including public schools, special programs, school districts, and charter organizations (collectively referred to as “**Schools**”) that wish to provide students and their families with an exceptional cyber school option. Pearson also offers a private pay schooling option to families through our Pearson Online Academy (POA).

Pearson uses industry best practices to protect the privacy of all students and families. When our Services are used as part of a School’s educational mission or a family enrolls their student in POA, the personal information related to the student users (“**School Users**”) that is (1) provided to Pearson by a parent, student or School, or (2) collected by Pearson during the provision of our services to a student or School, may include information defined as “educational records” by the Family Educational Rights and Privacy Act (**FERPA**) or other information protected by similar student data privacy laws. We call this information “**Student Records.**”

FERPA Privacy Rights

FERPA provides students with privacy rights and protection for educational personally identifiable information collected and processed on behalf of educational institutions receiving government funding from the U.S. Department of Education. FERPA provides students with rights to obtain from these educational institutions access to their educational records, as well as correction and amendment of their educational records. For more information on FERPA, students and families should refer to the FERPA policy in their respective student handbook.

Only personal information directly relating to the educational interest of a student which is (1) created by a School User, and (2) created by a School (for example, when a School creates the user name, login and password to establish School User accounts), are designated as Student Records.

Our Commitment:

Our collection and use of Student Records is governed by our contracts with the Schools, by our Privacy

Policy, and by applicable privacy laws. For example, we work with Schools to help protect personal information from the Student's educational record, as required by FERPA, and to protect the personal information of students under 13 consistent with the Children's Online Privacy Protection Act (COPPA).

We collect, maintain, use and share Student Records only for an authorized educational use and as described in our Privacy Policy, or as directed by the School, the School User and/or the student's parent or legal guardian.

We do not disclose Student Records for targeted advertising purposes. We do use certain marketing technologies for the purpose of retargeting, analytics and attribution activities.

We do not build a personal profile of a School User other than in furtherance of an educational purpose or as authorized by a Caretaker.

We maintain a comprehensive data security program designed to protect the types of Student Records we maintain.

We will never sell Student Records.

How We Share and Disclose Student Records

Depending on the features and account controls applicable to School User accounts, we may share usernames and account information with other users on the Website, such as teachers, learning coaches, or school administrators. For example, student attendance may be shared with school administrators and learning coaches.

In the Pearson proprietary education management system, access to student information and data is controlled by a central team of administrators, trained in FERPA and data privacy, using a complex system of roles, permissions, and locations. Only users in a particular location, who have permissions at that location, will have access to student data that is permissioned using roles and locations. Data points and reports will be assigned to roles, including vendors with whom Pearson has contracted to provide a service. Access to reports and all student data will be controlled by these roles. Only users in a location with the correct roles will meet the requirements to access the data.

The education management system contains personally identifiable information that is maintained and accessible by third parties (such as service providers, content partners or vendors). These third parties are provided access to the minimum amount of information required to allow them to perform their contracted tasks. Third parties have agreed to maintain the confidentiality of such information and to use or disclose it only for the work they are performing , or as permitted by law.

Children Under 13

Pearson is concerned about the safety and privacy of children online. We take reasonable efforts to comply with COPPA as well as state-specific laws that provide privacy protections for K-12 students.

The Websites are not intended to solicit information of any kind from students under the age of thirteen (13), and we do not and will not knowingly contact or collect personally identifiable information from children under thirteen (13). The only personal information we receive about children under the age of thirteen (13) is information provided by the parent or legal guardian or information provided by the student as part of their participation in a course or courses as part of their K-12 education program. By enrolling a child, a parent is consenting to the collection of that information.

It is possible that by fraud or deception by others we may receive information pertaining to children under the age of thirteen (13). If we are notified of the receipt of information under such circumstances, once verified, we will promptly obtain parental or guardian consent, and in the absence of such consent we will delete the information. If you want to notify us that we have inadvertently received information for a child under the age of thirteen (13), please do so by emailing us at privacy@connectionseducation.com.

You can request to review, edit, or prohibit personally identifiable information of a child under the age of thirteen (13) from being used by Pearson, its affiliates, schools, and vendors acting on behalf of Pearson by making a request in writing to privacy@connectionseducation.com. Please note that if you make a request to prohibit personally identifiable information being used by Pearson, its affiliates, schools, and vendors acting on behalf of Pearson, your child may no longer continue to be enrolled in Pearson and this may terminate their participation in the Pearson program.

For information on our use of information covered by COPPA please contact us at the following:

Pearson Virtual Schools
10960 Grantchester Way
Columbia, Maryland 21044
Phone: 1-800-382-6010
Email: privacy@connectionseducation.com

Security

Safeguards

Pearson makes commercially reasonable efforts to safeguard the personally identifiable information we collect and store. We do this, in part, by implementing account verification procedures and password protection features. As effective as our safeguards are, no security system is completely impenetrable, therefore we cannot guarantee the absolute security of our database and systems, nor can we guarantee that personally identifiable information you supply will not be intercepted while being transmitted to us over the Internet.

All data accessed via the EMS will be accessed through forced SSL for privacy and security purposes. Private data transmitted between systems for data reporting purposes will always be transmitted with secure FTP or over a private VPN that provides encryption.

Breach

In the event that any information under our control is compromised as a result of a breach of the security of our systems or inadvertent release of information, we will take reasonable steps to investigate the situation and provide notice of the security incident in accordance with applicable laws and regulations.

Contact Information

If you have any questions regarding this Privacy Policy, please contact us by email at privacy@connectionseducation.com. Please note that email communications will not necessarily be secure. Accordingly, you should not include sensitive information in your email correspondence with us.

APPENDIX 5- Information about Malware and Nuisance Software

There has been a dramatic increase in the existence of malicious and nuisance software that is often inadvertently installed on computer equipment as a result of using the internet. This software exists as adware, spyware, and freeware—generally classified as “malware”—and can greatly impact the usability of the computer once infected. Malware is prevalent all over the internet today. Malware is mostly generated from applications or sites that provide software or services that can be generally categorized as one of four types:

- 1) **Peer-to-peer sites:** These sites offer free software that allows a user to connect to other users with the same software and share files.
- 2) **Gaming and freeware sites:** These sites offer free games and tools that easily attract kids and encourage them to install the software.
- 3) **Inappropriate sites:** Generally, most of the malicious applications that get installed on the computer without the knowledge of the end user come from sites that are inappropriate in nature, such as pornographic sites.
- 4) **Legitimate applications that have bundled free software:** Most software comes with additional free software that asks if you want to install it at the same time as the desired application. Many people just click “yes” instead of choosing not to install the unneeded bundled software, which often also includes access to pop-up ads.

Installation of malware and other nuisance software causes considerable problems in system speed and can make a computer completely unusable. Removal takes considerably more time than fixing viruses and worms, which is usually stopped by the security software already included on School equipment.

It is essential that the Terms and Conditions sections of all software, and particularly any free software, be reviewed closely. Many of them allow for the installation of other software or “tools” that can be a significant source of problems later. Included below are common sets of terms that are clear warning signs that the User may be exposed to negative consequences. These are used by many of well-known software companies and service providers.

- **Example 1:** “[Company] values your anonymity and privacy. [Software name] does not contain or bundle malicious spyware. By clicking below, you will begin the installation of [Software name/description] software. By clicking below, you agree to the third-party end-user license agreement(s) set out below.”

- **Comment:** This is designed to make the user feel comfortable but may expose the User to a variety of other unexpected consequences as a result of other, often long and confusing license agreements.
- **Example 2:** “By installing the [Service], you understand and agree that the following changes may be made to your Internet Explorer browser and that the following functions may be performed by the [Service]: install a Search Toolbar in your browser that may, 1) block certain pop-up ads and pages; 2) display links to related websites and key words based on the information you view and the websites you visit; 3) store non-personally identifiable statistics of the websites you have visited; 4) redirect certain URLs including your browser default address bar search, DNS error page and Search Button page to or through the Service; and 5) automatically update the Service and install added features or functionality conveniently without your input or interaction unless you have chosen to be notified of such update in advance.”
- **Comment:** This also indicates they can install additional software without your permission.
- **Example 3:** “The web changes constantly and no technique can ever index all pages accessible on the web. As a result, [Company name] cannot guarantee the completeness or accuracy of the websites or URLs to which [Company name] Service link or refer.”
- **Comment:** By not screening their website, any content, including content from pornographic sites, can be input as links or other forms of referrals.

Fixing problems caused by this type of software is very time-consuming. The time spent dealing with repeat offenders take time away from responsible users and results in longer delays in helping them.

It is essential that the activities of students be supervised. Students must be provided with clear guidelines for proper use of the internet, including they should never accept any software download from the internet without specific authorization from the Student Technical Support team. The Student Technical Support team can also provide assistance with security settings on your computer and can provide you with separate filtering software on request. The hard disk drives of all school computers are completely erased prior to shipment to new families, and as a result, school computers do not come with any preinstalled malware or nuisance software. If any is found on a computer, it is a result of use by a family.

APPENDIX 6- Protection of Pupil Rights Amendment (PPRA) Notification

Last Reviewed and Updated: September 1, 2023

This Protection of Pupil Rights Amendment (PPRA) Notification ("PPRA Notice") may be updated periodically. The most current version is always available from the [login page of Pearson Online Classroom](#). Any changes will be effective as soon as they are posted in Pearson Online Classroom.

Description of Intent

The School follows a philosophy of continuous improvement and honest, objective data analysis. This philosophy requires well-planned and sometimes independent research efforts to determine the effectiveness of the School's programs and strategies. From time to time, the School will collect and analyze student performance data and various measures of effectiveness. In addition, families may be asked to participate in surveys or focus groups. Such research shall always be undertaken ensuring student privacy is protected and in compliance with the PPRA. For example, the names of the student, Learning Coach, and family members will not be revealed, and results will only be reported in the aggregate or by subgroupings of sufficient size so that anonymity of the participants is safeguarded.

Rights Afforded by the PPRA

The PPRA affords parents/legal guardians of minors certain rights regarding the School's conduct of surveys, collection and use of information for marketing purposes, and conduct of certain physical exams. These rights include the following:

- Requirement of parental consent prior to administering any U.S. Department of Education funded survey, analysis or evaluation that reveals information falling within the below categories ("Protected Information Survey"):
 - » Political affiliations or beliefs of the student or student's parent
 - » Mental or psychological problems of the student or student's family
 - » Sex behavior or attitudes
 - » Illegal, antisocial, self-incriminating, or demeaning behavior
 - » Critical appraisals of others with whom respondents have close family relationships
 - » Legally recognized privileged relationships, such as with lawyers, doctors, or clergy
 - » Religious practices, affiliations, or beliefs of the student or parents
 - » Income, other than as required by law to determine program eligibility.
- The right to receive notice and an opportunity to opt a student out of the following:
 - » Any other Protected Information Survey, regardless of funding
 - » Any non-emergency, invasive physical exam or screening required as a condition of attendance, and not necessary to protect the immediate health and safety of a student,

- except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law
- » Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others
- The right to inspect, upon request and before administration or use, of the following:
 - » Protected Information Surveys of students;
 - » Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes
 - » Instructional material used as part of the educational curriculum.

These rights transfer from the parents or legal guardians to the student if they are eighteen (18) years old or an emancipated minor under state law or by court order.

Notification Procedures

The School will work to develop and adopt policies regarding these rights in consultation with parents/legal guardians. The School will arrange to protect student privacy in the administration of Protected Information Surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.

The School will directly notify parents of these policies annually in this PPRA Notice or after any substantive changes. The School will also directly notify by U.S. mail, e-mail, or other reasonably available method parents/legal guardians of students who are scheduled to participate in the specific activities or surveys described in this PPRA Notice and will provide an opportunity for the parent(s) or legal guardians to opt students out of participation of the specific activity or survey.

The School will make this notification to parents near the beginning of the school year if it has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents/legal guardians will be provided reasonable notification of the planned activities and surveys covered by the PPRA and will be provided an opportunity to opt their students out of such activities and surveys. Parents or legal guardians will also be provided an opportunity to review any pertinent surveys. The following is a list of the specific activities and surveys covered under this requirement:

- Collection, disclosure, or use of personal information for marketing, sales or other distribution
- Administration of any Protected Information Survey funded in whole or in part by the U.S. Department of Education
- Any nonemergency, invasive physical examination, or screening as described above in the Rights Afforded by the PPRA.

Reporting a Violation

Parents, legal guardians, students eighteen (18) years or older, or emancipated minors who believe their rights have been violated may file a complaint to the following:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-5901
Phone: 202-260-3887

APPENDIX 7- Centralized Support Services

In addition to the staff located at the school, students and Learning Coaches have access to a centralized support center provided through Pennwood's relationship with Pearson Virtual Schools. School Help, within Pearson Online Classroom, also provides families with support and guidance outside of the Support Services business hours for live assistance.

Enrollment Services

Call 800-382-6010 or send a WebMail message to your state's "Enrollment Team" (Located under Enrollment in the WebMail address book) for questions related to the enrollment process, documents, or forms.

Academic Placement Services

Call 800-382-6010 or send a WebMail message to the appropriate school specific "Academic Placement Advisor" option (located under "Placement" in the WebMail address book) for problems or questions related to student course placement during the enrollment process. Once the student is enrolled and progressing through their courses, placement questions should be addressed to school staff.

Technical Support

Call 800-382-6010 and choose Option 5 or send a WebMail message to "Technical Support" for problems related to using Pearson Online Classroom and for hardware and software issues on School provided computer equipment.

General Information

Call 800-382-6010 and choose Option 3 or send a WebMail message to "General Information" (located under Parent and Student Services in the WebMail address book). General Information can be used to inquire about general questions, shipping, and nontechnical issues that are not covered by Enrollment, Placement, or Technical Support.

Parent and Student Services

The WebMail message addresses located under Parent and Student Services in the address book help make the connection between the home and school. They include services for Learning Coaches, as well as students, from addressing the needs of selected groups of students to changing student information. All other types of questions should be directed to the school staff.



Pennwood Cyber Charter School Handbook Supplement

DRAFT

This Supplement provides school-specific information in addition to the general policies documented in the School Handbook. Because this Supplement does not constitute the full set of policies related to the School, please be sure to read the School Handbook along with this Supplement. Both these documents may be updated during the year as needed. If there are any discrepancies between this Handbook Supplement and the School Handbook, the policies in this Supplement override policies in the School Handbook and are the binding policies that should be followed.

800-382-6010

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1 Non-Discrimination Statement

Pennwood Cyber Charter School is committed to a policy of educational equality. The School does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of marital status, race, color, national origin, ancestry, sex (including sexual orientation and gender identity), religion, physical or mental disability, English proficiency, age, and provides equal access to the Boy Scouts and other designated youth groups, or any other category protected by federal or state law in the admission to, participation in, or receipt of the services under any of Pearson’s educational programs and activities.

This statement is in accordance with the provisions of Title VII of the *Civil Rights Act of 1964*, Title IX of the *Educational Amendment of 1972* (Title IX), Section 504 of the *Rehabilitation Act of 1973* (Section 504), the *Age Discrimination Act of 1975*, the *Individuals with Disabilities Education Act of 2004 (IDEA)*, and *Boy Scouts of America Equal Access Act*.

The following individuals are designated to coordinate compliance with these laws:

For School Employment-Related Matters as Outlined in the Services Agreement

Contact Information	
Coordinator	Sarah Savage – School Related Inquiries sarah.savage@pearson.com 855-330-4636

For School Related Matters Other than Employment:

Contact Information	
Title IX Coordinator	TBD
504 Coordinator	TBD
Student Matters	TBD

For further information on public and student rights and the responsibilities of public schools, please visit the Pennsylvania Department of Education's [website](#).

Any student and/or caretaker may file a complaint in compliance with the school's grievance procedures.

For questions regarding the applicability of Title VII or Title IX, please contact:

U.S. Department of Education
Office of Civil Rights
Lyndon Baines Johnson Dept. of Education Bldg.
400 Maryland Avenue, SW
Washington, DC 20202
Toll Free Call Center: 800-421-3481
Fax: 202-453-6012

OCR@ed.gov

[OCR Complaint Assessment System](#)

[OCR Regional Office Locations](#)

[OCR Discrimination Complaint Form](#)

3 School Organizational Roles

Vision Statement

The vision of Pennwood Cyber Charter School is to prepare students to become adaptable learners who have the academic, career-readiness, and life skills they need to enter a changing world with confidence.

Mission Statement

Pennwood Cyber Charter School's mission is to empower students to meet their unique educational and life goals through flexible pacing, college preparatory programming, and career skill development.

3.1 Roles and Responsibilities

A primary goal at Pennwood Cyber Charter School is encouraging parent involvement. A copy of Pennwood Cyber Charter School's Title I Parent and Family Engagement Policy and Compact developed as part of the Title I funding plan is on the Virtual Library. Feedback is welcome; please send a WebMail message to the Parent Involvement Coordinator at any time.

3.3 School Information

School Information	School Contact
School Address	221 W. Philadelphia Street York, PA 17404
Main School Phone Number	TBD

School Hours	8:00 a.m. – 4:00 p.m., M-F
Technical and General Support	1-800-382-6010
CEO	TBD
WebMail	All staff and support services are in the Education Management System's (Pearson Online Classroom) WebMail address book.
Board of Trustees	Refer to the School website for the most current contact information.

3.4.1 The Pennwood Cyber Charter School Calendar

Pennwood Cyber Charter School Calendar		
<p>Note: The School Status Legend below the calendar reflects the possible school statuses for each event. All events which show a status of School In Session indicates they are school days for students. All events which show any other status indicates they are NOT school days for students. Please refer to the legend to determine whether teachers and/or administrator staff are available for each event according to its status.</p>		
Total Student Days: 195		
Event	School Status	Date
<i>First Day of School</i>	School and Office Open	August 8, 2024
Labor Day	School and Office Closed	September 2, 2024
Columbus Day	School Closed/Office Open	October 14, 2024
Veterans' Day	School and Office Closed	November 11, 2024
Thanksgiving Break	School and Office Closed	November 27-29, 2024
<i>First Semester End Date</i>	NA	December 18, 2024
Winter Break	Staff Work Day	December 19, 2024
	School and Office Closed	December 20, 2024-January 1, 2025
	School Closed/Office Open	January 2-3, 2025
<i>Second Semester Start Date</i>	NA	January 6, 2025
Martin Luther King, Jr. Day	School and Office Closed	January 20, 2025
Presidents' Day	School and Office Closed	February 17, 2025
Connections Term	School and Office Open	March 3-21, 2025
Spring Break	School and Office Closed	March 31, 2025 - April 2, 2025
	School Closed/Office Open	April 3-4, 2025
Memorial Day	School and Office Closed	May 26, 2025
<i>Last Day of School</i>	School and Office Open	June 12, 2025
<p>School Closed - Additional Administrator/12 Month Employee Days: November 11, 2024; November 27, 2024; December 20, 2024; February 17, 2024; March 31, 2025; April 1, 2025, April 2, 2025</p>		
School Status Legend:		
School Closed/Office Open = Students and Teachers are not in school but Admin are on duty		
School and Office Closed = No one is in school		
School and Office Open = Everyone is in school		
Staff Work Day = Students are not in school but Admin and Teachers are on duty		

- » Grades K – 5 = 975 hours (25 hours per week, recommended 5 hours per day)
- » Grades 6 – 12 = 1,170 hours (28 hours per week, recommended 5-6 hours per day)

These are the minimum hours required by the state and students are responsible for mastering all material, which may require additional time.

3.5 Enrollment, Withdrawal, and Transfers

Pennwood Cyber Charter School does not discriminate nor inquire into a student's immigration status. All enrollment decisions are made in accordance with applicable Pennsylvania and federal law.

Students must be immunized in accordance with state law prior to enrollment in Pennwood Cyber Charter School. If a student does not provide immunization records to the School within five (5) days of enrollment, the student will not be permitted to participate in any school activities, such as field trips. If a student transfers to the School after the first day of the school year, they have thirty (30) days to produce the required immunization documentation.

Maximum Age to Enroll

The maximum enrollment age of a student is determined by state law. In Pennsylvania, all students must be twenty-one (21) on or before July 1st. Maximum age limits also apply to students who choose to re-enroll. For more information regarding the maximum enrollment age, please contact the School.

Enrollment of Students Suspended or Expelled from another School

Students who are currently under suspension from another school are permitted to enroll at Pennwood Cyber Charter School. However, the student must submit their disciplinary record to be *eligible* to attend field trips, school events, etc. Based on that disciplinary record, the CEO will determine if attendance at these events is permitted.

Students who have been expelled from another school may only enroll in Pennwood Cyber Charter School if the CEO and Superintendent of the District of Residence agree to the enrollment. Failure to disclose a prior expulsion may result in an immediate removal from Pennwood Cyber Charter School.

3.5.2 Kindergarten and First Grade Admissions Policy

Entry Age for Kindergarten Students and Beginners

For students in Kindergarten, the School will enroll students who meet the admission age that is determined by their resident school district.

Pennwood Cyber Charter School will follow 24 P.S. § 13-1304 Admission of beginners, which states, "Admission shall be limited to beginners who have attained the age of five years and seven months before the first day of September if they are to be admitted in the fall, and to those who have attained the age of five years and seven months before the first day of February if they are to be admitted at the beginning of the second semester."

3.5.3 Enrollment after the Start of the School Year

Students may enroll at Pennwood Cyber Charter School at any time of the year. The enrollment team will guide families through the enrollment process to include verifying records, recommending placement, and answering questions about the program requirements. Families enrolling mid-year or mid-semester are subject to all the same enrollment requirements as families that enroll prior to the start of the school year or semester. To contact the enrollment team, call 1-800-382-6010.

Additional Information for High School

High school students entering mid-year or mid-semester are encouraged to submit report cards, progress reports and/or teacher notes from their previous school as part of the enrollment process. School teachers review the student's work and progress up to that point in the semester and enter an equivalent grade into the School grade book that represents the student's content mastery. That grade will be averaged with the School grades earned in that same semester.

3.5.4 Dual Enrollment in another K-12 Program

Because the School is a full-time program, students may not be concurrently enrolled in another public school on a full- or part-time basis. However, as provided by law, students may participate in extracurricular activities with their District of Residence if they are not offered by the School.

In certain, special circumstances, it may be possible for a student to participate in an activity at another local school within the parameters described below. Seeking such permission should be initiated *after* the start of the school year.

To make these arrangements, Caretakers must obtain the *Request for Local School Activities* form from the Virtual Library. The form outlines the activity, lists contact information, and indicates that the cooperating CEO agrees to: 1) not claim or collect any state, local, or federal funding for the student, and 2) assume all liability for that student while on the school grounds. Once the form is completed and signed, the Caretaker should present it to the CEO, or a designee, who will ensure that the student is in good standing and call the local school and make a final approval decision.

Violations of this policy may be grounds for disciplinary action.

3.6.3 Mandatory Testing

Students attending Pennwood will be administered the Pennsylvania System of School Assessment (PSSA) or Pennsylvania Alternate System of Assessment (PASA), and Keystone Exams, as required by the Commonwealth of Pennsylvania.

PSSA is a standards-based criterion-referenced assessment used to measure a student's attainment of

academic standards while also determining the degree to which school programs enable students to attain proficiency of the standards. Every Pennsylvania student in grades 3 through 8 is assessed in English Language Arts and Math. Every Pennsylvania student in grades 4 and 8 is also assessed in Science.

The Keystone Exams are end-of-course assessments designed to assess proficiency in the subject areas of Algebra I, Literature, and Biology. The exams include items written to the Assessment Anchors/Eligible Content aligned to the Pennsylvania Academic Standards in Mathematics and English Language Arts and to the enhanced Pennsylvania Academic Standards for Science.

All public-school students, by their 11th grade year, must complete and score Proficient or Advanced on Keystone Assessments in Algebra 1, Biology 1, and English Literature or complete a Project Based Assessment in all 3 subjects. PSSA, PASA, and Keystone Tests are administered at locations across the state during the testing windows. These site locations are determined by the school's population. Families will be required to take their students to these locations to complete all mandatory testing.

If you fail to participate in any of the state mandated tests, you will be considered truant for those testing days and may be subject to fines. *Note: More specific information about the administration of the tests will be sent to families via WebMail after the start of the school year, including specific locations and times.*

The PASA is used to evaluate the performance of students who are unable to participate in the general state assessment (i.e., the PSSA and Keystone Exams) even with accommodations.

PSSA Exam Dates. The PSSA exams will be given according to the calendar determined by the Department of Education; generally, in April and May. PASA will be given on the same dates or pursuant to a student's IEP.

Keystone Exam Dates. All students who have completed courses for which a Keystone Exam is assigned must take the corresponding Keystone Exam.

Spring testing is generally offered in May.

4 Attendance

Compulsory School Attendance

Pennsylvania state law requires a child aged six (6) to eighteen (18) years of age to attend school during the entire school year, except under limited circumstances provided by law.

4.2 Marking and Verifying Attendance

Pennwood is required to record student attendance in the same way as traditional public schools. The Learning Coach is responsible for documenting student attendance in Pearson Online Classroom and is

responsible for verifying the accuracy of attendance records through authenticating student lesson completion. There is a direct correlation between attendance and lesson completion. Simply logging on will not count towards the day's attendance if lesson completion is zero.

Hours of Schooling/Attendance

Students must meet all regulatory requirements for attending public schools in the state. These regulatory requirements include attending school for 180 days and completing a required number of hours of instruction per year. The School will require 195 days of required attendance due to the Connections term.

Hours of schooling per day and/or week are accumulated by completing lessons, assessments, portfolio items, labs, attending direct instruction sessions, attending educational field trips, participating in state mandated assessments, and by participating in other educational activities.

Failure to attend mandatory LiveLesson sessions, state testing, or respond to WebMail and phone call messages from teachers may be counted against documented attendance.

Although there is more flexibility in the Pennwood program than in a traditional school regarding when instruction occurs, students, Learning Coaches and Caretakers should be aware that the school calendar reflects the days on which teachers are available to students. Specific school calendars and the required days and hours of instruction are posted in the School Schedule section of this Supplement.

Pearson Online Classroom Attendance Codes

The following attendance codes are available in Pearson Online Classroom:

Code	Definition of Code
P	Present
V	Vacation
E	Excused Absence
U	Unexcused Absence

Attendance Responsibilities by Role

Learning Coach Responsibilities

- **Alert the School of Excused Absences** –If a student is absent, the Learning Coach or Caretaker must complete the Attendance Excuse Data View for their student(s). The school will determine if the absence can be classified as excused, per the guidelines listed in the School Handbook. The Attendance Department will then enter an “E” or “U” for that day's attendance.

- **Complete Defined School Year** – Regardless of the number of hours of schooling a student may complete prior to the last day of the school year (as defined in the school year calendar in this Supplement), students are required to meet the weekly required instructional hours up to and including the last day of the school year.
- **Vacations or Days Off:** Students are allocated “vacation” days based on the number of weekdays in the school calendar that are marked as non-school days/holidays/vacation. For example, a student may choose to work on Presidents’ Day, but then take the following Monday off. The Attendance Department would record attendance on Presidents’ Day, as though it were a regular school day, and then mark the following Monday off as “V” for vacation. Whenever a student wishes to take a regular school day as a vacation day (that is, will not be completing any educational activities), the Learning Coach or Caretaker should seek approval by completing the Vacation section in the Attendance Excuse Data View.

Regularly scheduled school holidays will automatically be recorded as vacation days in Pearson Online Classroom.

Students who start after the beginning of the school year will not be permitted to take vacation time for any school holiday or vacation days that occurred prior to their start date. For example, if a student starts school September 5 but school officially started August 14, the student is not entitled to use Labor Day as a vacation day but is still entitled to all vacation days that are scheduled after their official start date. If a student has used their allotment of vacation days, any scheduled school day on which no educational activities are completed (i.e., no hours are recorded) will be treated as an unexcused absence unless a written note is provided with a reason that is permitted in the School Handbook or pursuant to a medical provider’s note if Student is absent for more than three consecutive days. If that student can meet the weekly recommended hours on the days in which they do work, then the zero-hour day will not adversely affect the student’s attendance percentage. If the lessons are not made up during that same week, however, the student will be considered absent.

- **Educational Trips** – If a student is participating in an educational trip, the Caretaker or Learning Coach must submit a request to the school by completing the Educational Leave Form found in the Attendance Excuse Data View. The completed Educational Leave form must be submitted to the Attendance Department at least two (2) weeks prior to the planned trip. The leave must be approved by School Administration. Learning Coaches and/or Caretakers should communicate with teachers about adjusted work completion goals.

School Responsibilities

- **Monitor and Review Attendance Records** – The School will monitor and review attendance records on a weekly basis, including identifying and recording excused absences and unexcused absences.
- **Maintaining the Integrity of the Attendance Data** – The attendance system prohibits further editing of attendance data at certain points. Any requests for adjustments to the previously verified records must be submitted to the school in writing for review, approval and adjustment.

Official Attendance Record – The Pearson Online Classroom attendance system is the record of student attendance. It is, however, one of many sources used to determine if a student is meeting the minimum program requirements. If it has been determined that a student has not completed enough work or that certain other program requirements have not been fulfilled, further sanctions may occur (see Truancy section for details). Simply completing lessons will not keep a student’s alarm status “On-Track”. If a student regularly does not complete enough work to remain “On Track”, despite repeated assistance and intervention from the school, then the student may accumulate unexcused absences, which may result in truancy procedures. .

4.3 Attendance Status and Escalation Systems

Enrolled students are always in one of four escalation statuses:

1. On-Track
2. Approaching Alarm
3. Alarm
4. Exempt (rare)

Escalation status is based on several criteria, as outlined in the School Handbook, and is a combination of measures that indicate if a student is demonstrating adequate participation and therefore attendance in the program. This not only includes the actual attendance, but also lesson and assignment completion rates, and amount of communication with the teacher. Therefore, if a student’s work completion rates are not on track or if he/ she fails to communicate on a regular basis with the teacher, he/ she will be placed into an escalated (Approaching Alarm or Alarm) status. It is important to recognize that just marking proper attendance will not keep a student’s escalation status On-Track.

When a student is in the Approaching Alarm status, he/ she is in danger of disciplinary actions and truancy proceedings. The school will work with the family to help get the student’s attendance back on track through the use of a Student Attendance Improvement Conference (SAIC). If these efforts fail, the student will be escalated to the Alarm status which could quickly lead to the student being referred to a local truancy mitigation program or being fined under the state’s compulsory attendance law.

Very rarely, none of the first three escalation statuses will be appropriate for a student. The student will be placed in “Exempt” status and escalation will not apply; however, all program requirements will still be applicable.

4.4 Truancy

To maximize student learning, regular attendance is imperative. The Pennwood program offers a great deal of flexibility surrounding how many hours students spend each day on schoolwork and on what days of the week they complete schoolwork. Caretakers are legally responsible for ensuring that their students are participating fully in school, even if they have designated another individual as their student’s Learning Coach. The

information below is intended to help Caretakers understand how to avoid having their student be considered truant, and to understand the consequences of truancy.

To avoid truancy, the Caretaker must ensure that the following activities are taking place:

- The student completes assigned lessons and assessments weekly.
- The student is available for regularly scheduled telephone calls with teachers.
- The student attends any *assigned* mandatory LiveLesson sessions.
- The student can demonstrate that they are doing their own schoolwork.
- The student attends mandatory state testing.
- The Caretaker or Learning Coach has communicated with the homeroom teacher in advance if they need to deviate from the regular school calendar (for example, switching a vacation and school day).

The final decision whether an absence is considered excused or unexcused will be made by the Principal, Manager of Engagement, or CEO. Please note that three (3) unexcused absences are not in compliance with the law.

Engagement Procedures

The School will work closely with families in the event a student has unexcused absences from school. Our goal is to work collaboratively with families to prevent truancy and improve student attendance and achievement. The process is outlined by the Pennsylvania Department of Education and is consistent with compulsory attendance laws of the state of Pennsylvania.

If a student is not adequately engaging in the online program or has accumulated more than three (3) unlawful absences, the School is required to notify the Caretaker in writing and work with the Caretaker and/or Learning Coach to create a Student Attendance Improvement Plan (SAIP). If the student continues not to engage in the program, Pennwood is required to take further actions, up to and including, a ChildLine report and legal proceedings.

Unexcused Absences	Plan of Action
First (1 st) unexcused absence	Caretakers will receive a phone call and email notification that the absence is unexcused and that penalties may be enforced.
Second (2 nd) unexcused absence	Caretakers will receive a phone call and second email notification that a further unexcused absence has occurred, and those additional penalties may be enforced.

Third (3 rd) unexcused absence	Caretakers will receive a phone call and written notification of three (3) unexcused absences. Invites will be sent for a Student Attendance Improvement Plan (SAIP).
Fourth (4 th) unexcused absence and fifth (5 th) unexcused absence	Caretakers will receive a phone call and email, which will outline next steps regarding a mandatory Student Attendance Improvement Conference (SAIC) with school staff. Three (3) attempts will be made to hold a meeting with the Caretaker to discuss the SAIP; however, the meeting can be conducted without the Caretaker if they are unable to attend. Students with an IEP or 504 will be contacted about both a SAIC and an IEP or Section 504 meeting to review attendance concerns and to develop a SAIP.
Habitually truant status (having six (6) or more unexcused absences during the current school year)	<p>Caretakers will be notified by phone call and email of absences, will be assigned a truancy officer, and possibly invited to attend a truancy diversionary program Live Lesson.</p> <p>For students under fifteen (15) years of age, the school will make a referral to a school-based or other community-based attendance improvement programs or Children and Youth Agency in the student's local area. A citation of truancy charges may also be filed at the local magistrate/judge.</p> <p>For students fifteen (15) years of age and older, the school will make a referral to a school-based or other community-based attendance improvement programs in the student's local area. File a citation of truancy charges at the local magistrate/judge. The county Children and Youth Agency may also be contacted if the student does not attend the community program.</p> <p>Students residing in Philadelphia County will be referred to Project Go through the District Attorney's Office.</p>

Definition of “Missing a Day of School”

Missing a “day” of school is defined as “missing 1% of overall lesson completion in a week.” Missing 1% of overall lesson completion in a week may be considered a day of unexcused absence if the Learning Coach or

Caretaker does not provide acceptable documentation to the school for those missed hours to be considered excused. Attendance is monitored weekly; the Learning Coach or Caretaker should be prepared to submit documentation during the current week or as soon as practicable. The Attendance Department, at the direction of the CEO or their designee, may permit additional time to provide the required documentation on a case-by-case basis.

5 Grading and Student Evaluation

Grading Scale (Elementary and Middle School)

Pennwood Cyber Charter School uses the following grading scale for grades K-8 (See *Section 6, High School Programs and Policies*, for the grading scale for grades 9-12):

Grade	Minimum %	Maximum%	Passing?	Grade Points
A	90	100	Yes	4
B	80	89	Yes	3
C	70	79	Yes	2
D	60	69	Yes	1
F	0	59	No	0

6 High School Program and Policies

Promotion

The following credits are required to be promoted from one grade to the next:

Classification	Grade	Minimum Number of Credits
Sophomore	10	5
Junior	11	10
Senior	12	16

At the time of a student's enrollment, School counselors will establish estimated grade levels based on preliminary information about previously earned credits. Student grade levels are updated at the end of each school year. The automatic adjustments are based on the student's earned and verified credits recorded in Pearson Online Classroom.

High school students on an accelerated pace will move from 9th grade directly to 11th grade upon successful completion of English 10 over the summer directly following their freshman year.

In certain situations, the counselor, in consultation with the student, Learning Coach, and/or school administrator, may adjust the student's grade to match the student's current academic needs most appropriately.

Graduation and Diploma Requirements

To be eligible to graduate and receive a diploma from the School, a student must meet **all** the following requirements:

- Complete the 21 credits required by the PDE in specific area and subject as outlined herein
- Be enrolled during the semester immediately prior to graduation, and not be full-time enrolled in any other school
- Earn a minimum of 25% of the courses required for graduation at Pennwood
- Meet the requirements of one (1) of the five (5) state high school graduation [pathways](#):
 1. Keystone Proficiency
 2. Keystone Composite
 3. Career and Technical Education (CTE) Concentrator
 4. Alternative Assessment
 5. Evidence Based Assessment

A student may finish school during the school term in which they turn twenty-one (21) years old.

Early Graduation

At the close of the second semester, the CEO, school counselor, and other staff will review each senior's records to ensure that these students have completed all graduation requirements. The CEO will then initiate the "withdrawal for graduation" process in Pearson Online Classroom for those students who have completed all requirements. Students who have completed all graduation requirements at any time prior to the end of the second semester of their senior year may request early graduation by contacting the CEO, or their designee. The CEO and other appropriate school staff will then review the students' records to ensure that all graduation requirements have been met. After the CEO grants approval for early graduation, they will initiate the "withdrawal for graduation" process. This includes marking the student's transcript to indicate graduate status. Once the student has graduated, the student will no longer be enrolled in Pennwood and will not have access to Pearson Online Classroom.

Unofficial transcripts will be available to students via Pearson Online Classroom *as long as the student is enrolled in the School*, and official transcripts will be available at any time by contacting the School. Early graduates will receive their diplomas *at the end of the second semester*, when the rest of the graduating class

receives their diplomas. Early graduates are welcome to join in any and all graduation activities offered by the School but must inform the school of their desire to participate in graduation activities at the same time they request early graduation.

Area and Subject Requirements

Students must earn the following credits in the following areas and subjects:

Subject	# of Credits
English Language Arts (including Literature, Composition)	4.0
Mathematics (including Algebra I)	3.0
Science & Technology (including Biology)	3.0
Social Studies (including Civics & Government)	3.0
Arts or Humanities	2.0
Health and Physical Education	1.0
Additional courses from among those approved for credit toward graduation by the school including approved vocational education courses	5.0

Pennwood Cyber Charter School uses a standard whereby one credit equals approximately 180 hours of instruction (sometimes referred to as Carnegie Units).

National Collegiate Athletic Association (NCAA) Eligibility

To be eligible for National College Athletic Association (NCAA) scholarships, students must meet certain academic and other requirements, including but not limited to taking NCAA-approved high school courses. Many core and elective courses are NCAA-approved; however, students interested in NCAA scholarships should contact their school counselor to determine an appropriate course schedule that will help them meet NCAA requirements. Students should also visit the [NCAA Eligibility Center](#) for more information.

Grades and Grade Point Averages (GPA)

Students are awarded credit only for courses in which they have earned a grade of D- (60%) or higher. This applies both to courses taken at Pennwood and at other schools. Courses required for graduation must be re-taken if a grade of D- (60%) or higher is not earned. Re-taking such courses may delay the student's graduation. The school's grading scale is below.

Semester and year-end grade point averages (GPA) calculations will follow a four-point scale (below). GPAs will only include graded courses; pass/fail courses will not be averaged into a student's GPA. Passing grades for Honors courses are weighted with one-half (0.5) extra grade point. Passing grades for Advanced Placement (AP) courses are weighted with one (1) extra grade point.

Grade	Grade %	Passing?	Non Weighted	Weighted (Honors)	Weighted (AP)
A+	98-100	Yes	4.00	4.50	5.00
A	92-97	Yes	4.00	4.50	5.00
A-	90-91	Yes	3.67	4.17	4.67
B+	88-89	Yes	3.33	3.83	4.33
B	82-87	Yes	3.00	3.50	4.00
B-	80-81	Yes	2.67	3.17	3.67
C+	78-79	Yes	2.33	2.83	3.33
C	72-77	Yes	2.00	2.50	3.00
C-	70-71	Yes	1.67	2.17	2.67
D+	68-69	Yes	1.33	1.83	2.33
D	62-67	Yes	1.00	1.50	2.00
D-	60-61	Yes	0.67	1.17	1.67
F	0-59	No	0.00	0.00	0.00

Class Rank

Pennwood will calculate the class rank for each high school student two times per year, shortly after the conclusion of each semester. Students who have not yet successfully completed any high school courses for credit directly from Pennwood will be excluded from the class rank calculation.

For the purposes of calculating the class rank, the student's cumulative GPA will be used, which may include weighted grades for Honors or Advanced Placement courses. Courses transferred in from other accredited institutions will also be included in the class rank as long as there is a grade assigned for that course.

The cumulative GPA is calculated to the hundredth of a point. Students whose class rank rounds off to the same thousandth of a point will be considered tied and will receive the same class rank. The ranking will

compare students within the same grade level. The class rank is not included on the student's official high school transcript.

Release of High School Educational Records

Pennwood will provide educational records, including official high school transcripts, class rank, test scores, and letters of recommendation to third parties such as post-secondary institutions, scholarship committees, and/or potential employers. However, these documents will only be provided with prior written approval from the student's Caretaker, or from the student if they are 18 years or older or an emancipated minor.

To ensure that application deadlines are successfully met, the school requires advance notice of at least **10 working days for requests to provide educational records** to students, Caretakers, and/or third parties. We require **30 days' notice for letters of recommendation**. **Note:** Class rank is only calculated twice a year.

Requests for records should be made using *the Authorization for Release of Educational Records Form* available in the Virtual Library.

Prerequisites

Students must meet all course prerequisite requirements prior to registering in them. Prerequisites are listed by each course's overview in the course catalog. Semesters A and B of a course cannot be taken concurrently (during the same semester).

Duplicate Coursework: Repeating a Course

Students may repeat a course to improve their grade. Only the higher of the two grades will be included in the GPA. Credit will be awarded only once, for the higher of the grades. Both courses and both grades will show on the transcript.

Schedule Changes

Students may request changes to their schedules within the first six weeks of enrollment or within the first six weeks of the semester. To add or drop a course, a Caretaker must make a request to the school counselor.

Transcripts

To request an official copy of a transcript, families must complete a *Transcript Request Form* (located in the Virtual Library) and submit it to the CEO, or their designee for approval and processing. Official transcripts are generated at the school and have official school signatures, raised seals, and are sent in a sealed envelope. Caretakers can view a copy of the transcript through the Pearson Online Classroom at any time.

Credit from other Schools

As part of the enrollment process, families submit their students' most recent report cards and/or transcripts. Counselors analyze previously earned credits and determine which credits will transfer to the School. The school counselor may require complete unofficial transcripts or complete end-of-year report cards before approving a student's grade level and course selection. Official transcripts are required within the first 30 days of school for final credit transfer approval and for final course approval. Upon graduation or withdrawal, the School transcript will display both the credits earned at Pennwood as well as any transfer credits.

Credit for Coursework Completed in a Home School Program

Prior homeschooled students may have high school credits transferred when reviewed by their sending school district's certified teacher and approved on school letterhead.

High School Courses Taken in Middle School

Students may earn high school credit for high school level courses taken during the middle school years. A middle school course for which high school credit is granted must cover the same content as the equivalent high school course and must be approved by the school counselor in advance. Students must have approval of the School to pursue this opportunity. Check with the school counselor for more specific information.

Credit for Other Experiences

Many students are involved in activities outside their school experiences, such as: music, dance, and art lessons, foreign language instruction, and participation on athletic teams. While Pennwood recognizes the value of these activities, they cannot be used to earn high school credit.

Independent Study

Independent Study is a school-approved, student-centered, alternative method of learning that allows a student to earn regular education course credit while working on a standards-based, curriculum-aligned, independent project. Students work independently under the supervision of a certified teacher following a plan created jointly by the student, the Caretaker, and the teacher. Students who wish to earn credit for an Independent Study project must complete an application and have the approval of the teacher, school counselor, and CEO, or their designee in advance.

Students Driving to Sanctioned Events

The School highly recommends to Caretakers that students not be permitted to drive unaccompanied to School sanctioned events ("event(s)"). Preferred options include having Caretakers or designated adults drive and supervise students, or having students use public transportation options. However, under certain circumstances students may need or wish to drive to an event without supervision from an adult. To be able to drive unaccompanied to a School sanctioned event, students must meet the following guidelines:

- Must be 16 years of age.
- Must possess a valid driver's license.
- Must use a currently registered, inspected, and insured vehicle.
- Must be a student in good standing, with good attendance, and with no disciplinary actions noted in the student's file

In addition, it is the responsibility of the student who attends an event without a Caretaker or designated adult to do the following:

- Document parental permission to drive to events for the current school year by submitting a completed and signed *Sanctioned Event Student Driving and Attendance Authorization* to the School (form available from the Caretaker's DataView).
- Obey all time schedules.
- Obey all school rules including maintaining acceptable attendance and disciplinary standards. If a student arrives late, privileges may be revoked.
- Adhere to school rules and procedures for events.

Under no circumstances shall the school be responsible for students who make their own personal travel arrangements and/or are not accompanied by an adult. The conduct of unaccompanied student drivers at events shall remain the responsibility of their parents/ legal guardians. If a student driving to or from an event is involved in an accident, Pennwood shall not be liable for any injuries or damage; all liability rests with the student, his/her parents/ legal guardians and/or any insurance maintained by the parents/ legal guardians and/or the student.

Under no circumstances shall students drive other students to an event. If a student nevertheless permits another student or students to ride with him/her, the School shall not be liable for any injuries or damage to any parties. The student, the student's parents/ legal guardians and/or any insurance maintained by the parents/ legal guardians and/or the student, will be responsible for all injuries and/or any damage that may occur.

Even if a parent/ legal guardian does grant permission for a student to drive unaccompanied, it is important to note that driving a car to an event is a privilege for a student and not a right, and such privileges may be denied or revoked by the school at any time. Safe driving practices must be always adhered to. Students who endanger other drivers, individuals, pedestrians, or property, and/or do not follow state laws or School rules and/or procedures for events, may have their permission to drive unaccompanied to School events revoked by the school. Furthermore, students may be reported to the police for further action.

7 Services for Special Populations

7.1 Individuals with Disabilities Education Act (IDEA) Eligible Students

Enrollment Requirements

All Caretakers who indicate their students have special needs are asked to submit a copy of the student's most recent Individualized Education Program (IEP) as soon as possible after the enrollment process is complete. It is important that the IEP is current and complete, and that all educational assessments and evaluation reports that support the IEP are also submitted. Enrollment will not be delayed; School staff will work with families and with the student's prior school to obtain copies of necessary documents.

All documents are reviewed by the Director of Special Education, the student's IEP annual review date is noted, and an IEP meeting will be scheduled, if necessary. Comparable lessons will be provided by Pennwood through a student's existing agreed upon IEP until a formal IEP Meeting is held to accept or to revise the existing IEP. At the start of school, a member of the special education staff will contact the family to discuss specific student needs or to clarify information.

During the School Year

At the beginning of the school year, the School's IEP team ensures that teachers of students with IEPs have access to each student's IEP. The teachers are made aware of each student's special learning needs and required accommodations. Teachers are also given guidance on how to make the necessary program accommodations and modifications.

Conducting IEP Meetings

The School's IEP team, including a special education teacher, plans for and schedules all annual reviews and other IEP-related meetings. The School's team contacts families and establishes mutually agreeable meeting times to enable full participation by Parents and Students in the IEP process pursuant to the IDEA. Typically, IEP Team meetings are held in a virtual LiveLesson classroom and on a conference line and occur in compliance with all state and federal laws.

Special Education and Related Services

Due to the virtual nature of the school, special education programming, including all supports and services are initially provided virtually over the Internet with real-time conferencing software pursuant to Least Restrictive Environment requirements, unless a student's existing IEP states otherwise or an evaluation or re-evaluation by the School Team indicates otherwise. Pennwood Cyber Charter School remains the Student's LEA even if student's program and placement are with a third party IU, APS or private school. The School will provide a continuum of special education and related services that may include alternative placements as the one of the most restrictive environments.

Child Find

Pennwood has established Board-adopted policies and developed procedures for School administration and staff to identify, locate, and evaluate all children who need special education programs and services. Child Find refers to activities undertaken by the school to identify, locate, and evaluate enrolled children who are

suspected of having disabilities, regardless of the severity of their disability, and determine the child's need for special education or a Section 504 Plan. The purpose is to locate these children so that a free appropriate public education (FAPE) can be made available.

The School's Director of Special Education will serve as the Child Find Coordinator and will provide Child Find information and public awareness outreach to school staff, Caretakers, local organizations and agencies. School staff will receive information on analyzing universal screening results (from formative assessments) to identify students in need of instructional interventions and, potentially, special education evaluation. Students in need of intervention may also progress through the School's Multi-Tiered System of Supports/Response to Intervention and Instruction (MTSS/RtII). Staff training will include how to facilitate requests from Caretakers for evaluation.

Pennwood conducts systematic screening activities that lead to the identification, location and evaluation of enrolled children with disabilities. Identification activities are performed to find a child who is suspected of having a disability that would interfere with their learning unless special education programs and services are made available.

- The School's MTSS/RtII framework helps teachers identify students in need of intervention who may not be meeting appropriate educational benchmarks.
- The screening activities include:
 - » review of test data including statewide assessment results
 - » review of academic progress
 - » hearing and vision screening
 - » assessment of student's academic functioning
 - » observation of the student displaying difficulty in behavior
 - » teacher and learning coach observations
 - » determining the student's response to attempted remediation

Pennwood Cyber Charter School's statement about Child Find is accessible to the general public. The statement is located on the general school public website and is communicated through banner messages on Caretaker homepages within Pearson Online Classroom. In addition, all families enrolled in Pennwood receive Child Find information within the school newsletter, published on a semester basis. A link to the *Pennsylvania Parent Guide to Special Education for School-Age Children* is also provided in all locations.

Student Support Team

The Student Support Team (SST) at Pennwood is comprised of school administrators, general and special education teachers and staff, school counselors as needed and parents when appropriate. The team meets regularly to discuss the progress of students who are demonstrating difficulties with the School curriculum. Any academic, behavioral, social, emotional or adaptive difficulties have been documented by the student's teacher in Pearson Online Classroom and are related to the student's performance, progress, participation, and/or

attendance.

Teachers follow the SST referral process as they refer students for discussion. The team meets to:

- review student academic and/or behavioral difficulties,
- accommodations and modifications that have been implemented,
- attempted differentiation by the teacher of the content area of concern
- progress or regression noted by the teacher, and
- other relevant information.

After a thorough discussion, the SST members will offer suggestions, and will provide the teacher and Learning Coach with varying intervention strategies to implement with the student. An intervention strategy is planned, and systematic data collection by the School staff is implemented to resolve the issues. At subsequent follow-up meetings, the team discusses which strategies were implemented by the teacher and Learning Coach, how those strategies worked, how the student is currently performing, and if other strategies need to be explored or implemented.

If members of the team determine those multiple strategies yielded no positive results, they will escalate their concerns to their managers and/or the special education team, as appropriate. Parents are also informed of academic concerns. The SST may also elect to escalate the student's warning status to the next level, thus informing the Caretaker and school administrator of the concerns. When appropriate, the SST will refer the student for a special education evaluation and may do so at any point in the process.

Special Education: Educational Records Confidentiality

Pennwood recognizes the need to protect the confidentiality of personally identifiable information in the education records of eligible children. The policy stated below has been prepared to ensure the privacy rights of both the Caretakers and an eligible child in the collection, maintenance, release and destruction of these records. This policy incorporates provisions from the Regulations of the State Board of Education on Pupil Records (PA Code 22, Ch. 12), the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the Confidentiality Section of the Individuals with Disabilities Education Act ("IDEA"), and the Confidentiality Section of PA Special Education Regulations and Standards.

Information in this policy will be reviewed and updated as necessary.

Destruction – means physical destruction or permanent expungement of personally identifying data from a student's educational record so the information in those records is no longer personally identifiable.

Directory Information for more information please refer to the Board's Annual FERPA Notice on school website and at main office.

Education Record/Records – means those records which are directly related to an exceptional student and are maintained by the School. This includes records for a student who is currently, or who in the past received, special education and related services from Pennwood. Records include permission to evaluate, evaluation reports, IEP, Section 504, notice of recommended education placement, progress reports, etc. (Personal notes of instructional, supervisor, or administrative personnel are not considered to be part of education records.)

Personally Identifiable Information (PII) – includes data or information that identifies a student or a student's family members, including but not limited to, name, address, telephone, personal identifier such as student number or social security number or by a list of characteristics or other information that, alone or in combination, is linked or linkable to a specific student that could be identified with reasonable certainty.

Release – the giving of access to or the allowance of inspection, transfer, disclosure, or communication of any portion of a student's education records which includes in it personally identifiable information; the term also means release to any person by any means.

Student – means exceptional school age pupil or preschool pupil (eligible young child) with respect to whom an educational agency maintains education records.

Parent – includes a parent, guardian, or a surrogate parent who acts as a parent in the absence of a parent or guardian. Unless there is a state law or court order which provides to the contrary, the School may presume that the parent has the authority to exercise the right inherent in the Family Educational Rights and Privacy Act of 1974 (FERPA).

Eligible student – a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

Authorized school official – means an administrator, supervisor, or instructor who has a legitimate educational interest in the student's education.

Education Records

An education record shall be maintained for each child receiving special education services from the School at the following locations:

- A special education file shall be maintained in the Student File Room at the School. This file shall be considered the complete special education file.
- A permanent record shall be maintained for each current child and stored on the school site.
- A health record for each currently enrolled student will be kept in a locked cabinet.
- A copy of the special education file, permanent file, and health file will be stored in the Records Room for students who are no longer enrolled in the school.

Transferring Files to Other Districts

When files are transferred to other schools, the file will be sent to the requesting district after a copy is made and stored in the School's Records Room. The School will notify parents when a request has been made by another school district for a copy of their child's file.

Viewing Files

A Caretaker has the right to review the files of their child. The parent may also request and receive the following:

- An explanation of information in the student's education records.
- A copy of all or part of the student's education record (the cost of which will not exceed the costs of duplication).
- A list of the types and location of the student's education record collected, maintained, or utilized by the LEA.

Student Access Rights

When a student is eighteen (18) years of age or attending a post-secondary education institution, the right accorded to, and consent required of a student's parent/guardian by law will only be accorded to and required of the student.

Parental Access Rights

A Caretaker, eligible student, or designated representative shall have access to the student's education records within forty-five (45) days of receipt of written request to inspect, review or copy education records. The school may charge a fee for copying education records.

A Caretaker also has the right to request and receive the following:

- An explanation of information in the student's education records.
- A copy of all or part of the student's education record. If copies are to be released to anyone other than the Caretaker, the Consent to Release Information form must be completed by the Caretaker.
- A list of the types and location of the student's education record collected, maintained, or utilized by the LEA.

Accessing Records

Pennwood Cyber Charter School will maintain a record indicating the names of those persons who have obtained access, the date of access, and the purpose of access. Administrators, teachers, instructional aides and the administrative assistant are authorized to have access to personally identifiable information.

The Caretaker has the right to inspect the access record of their child's records.

Maintenance Records

The Director of Special Education shall be responsible for ensuring that the education records, confidentiality rules, and education records policy for eligible young children are enforced and administered. This official will:

- Annually notify parents/guardians and eligible students of this policy, its procedures, and their rights. The notification shall be in their primary language unless it is not feasible to do so.

It is the responsibility of the CEO, or their designee to:

- Develop a system of safeguards which will protect the confidentiality of personally identifiable information at the point of collection, storage, release and destruction.
- Be responsible for ensuring that all school faculty and subcontracted agency staff, who collect or use personally identifiable information, receive in-service training regarding the implementation of this policy. In-servicing shall consist of providing, at the least, yearly presentation of the information to staff and subcontractors.

Destruction

Pennwood Cyber Charter School will not destroy any part of an education record or personally identifiable information necessary for the education of a student who is enrolled or has been enrolled in the school.

Release of Information

To protect the rights of the student and their parents/guardians against infringement of privacy, misinterpretation of data, inappropriate use, the School will obtain the written consent of the student's Caretaker or the eligible student prior to disclosing personally identifiable information from the education records of a student, other than directory information, except when prior consent for disclosure is not required by law. Consent will be obtained using the Consent of Release Information form.

Prior consent for release of such information is not required when disclosure is:

- To authorized school official or subcontracted agencies have a legitimate educational interest (a **legitimate educational interest** for an authorized school official means that this official will have administrative, supervisory, or instructional duties with regard to the student's education program.)
- To officials of another school or school system in which the student is enrolled or intends to enroll. Records will not be released without notifying the parents/guardians. To authorized representatives of the Comptroller General of the United States, the Secretary, or state and local educational agencies.
- To state and local officials or authorities, if a state statute adopted before November 19, 1974, specifically requires disclosures to those official and authorities.
- To comply with judicial order or lawfully issued subpoena, provided the School makes a reasonable effort to notify the Caretaker of the student or the eligible student of the order or subpoena in advance of compliance.
- To organizations conducting studies for, or on behalf of, education agencies or institutions provided such organization have received approval from the School Board of Trustees.

- To a Caretaker of a dependent student, as defined in section 152 of the Internal Revenue Code of 1954.
- In connection with a health or safety emergency, only if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Written consent will be obtained prior to release of personally identifiable information to any party not mentioned above. Prior to requesting consent, the School will provide the Caretaker or eligible student in writing with the following:

- A general description of the information or record to be released.
- The form of the release.
- The reason the release was requested.
- The party or agency to which the information will be released.

Whenever the student's school District of Residence, Intermediate Unit, or the Department of Education requests the release of information, a charter school must comply with the request within ten (10) days of receiving the request.

When a school district in which the student is enrolled or intends to enroll requests the release of information, the School will comply with the request within ten (10) days of receiving the request.

Parental Request for the Amendment of Records

A Caretaker has the right to request that the School amend information contained in education records collected, maintained, or used by the School if she/he believes it to be inaccurate, misleading or in violation of the privacy or other rights of the student.

After a request for an amendment, the School shall decide whether to amend the disputed information within forty-five (45) calendar days after the receipt of the request to amend.

If the School agrees to amend the disputed information, the Caretaker or eligible student shall be notified in writing.

If the School decides not to amend the education record in accordance with the request of the Caretaker, the School shall inform the Caretaker in writing of the refusal, the reason(s) for the refusal, and shall provide further notification of their right to request and receive a records review hearing.

The following procedure will be followed when the opportunity for a hearing is actualized:

- » The hearing shall be held at a mutually agreed upon time and place within thirty (30) days after the School receives the request for a hearing from the Caretaker.
- » The School shall give written notification to the Caretaker of the date, place, and time of the hearing not less than five (5) days in advance of the hearing.

- » The Caretaker shall be afforded a full and fair opportunity to present evidence relevant to the specific information and reason(s) for requesting that information be amended and may be represented at their own expense by an individual of their choice, including legal counsel.
- » The hearing officer shall render a written decision within thirty (30) days of the conclusion of the hearing. This decision shall be based solely on evidence presented at the hearing and include a summary of the evidence and reasons for the decision.
- » If the decision rendered is to amend the education records(s), the School will inform the Caretaker of this in writing.
- » If the decision rendered is not to amend the education records, the School shall inform the Caretaker in writing of their right to place in the educational records of the student a statement commenting upon the information in the educational records and/or setting forth any reason for disagreeing with the decision of the School. Parents/guardians will also be informed of their right to request an impartial due process hearing.
 - This response shall be maintained by the School as part of the educational records of the student if the record or contended portion thereof is maintained by the School.
 - If the educational records of the student or the contested portion thereof are disclosed to any party, the explanation shall also be disclosed to that party.

Special Education: Independent Educational Evaluation

Definition

An independent educational evaluation (IEE) means one or more individual assessment(s), each completed by a qualified examiner who is not employed by the School.

Right to an IEE

- » A parent has the right to obtain an IEE at the School's expense if they disagree with an evaluation obtained or conducted by the School. The parent may be asked (but may not be required) to discuss their objection to the evaluation obtained by the School, however the parent is entitled to only one IEE at the School's expense for each district evaluation.
- » The parent has the right to an IEE at their own expense at any time, and the IEP team must consider the results.
- » If a parent requests an IEE at public expense, the School must without unnecessary delay, either:
 - Initiate a hearing under 34 CFR §300.507 to show that its evaluation is appropriate or,
 - Ensure that an IEE is provided at the School's expense.

Pennwood Cyber Charter School and IEE

Pennwood Cyber Charter School administrators and special education teachers are familiar with the provision and procedures for IEE. Any inquiry from a parent requesting an IEE is directed to the Director of Special Education. All evaluation reports, including IEEs obtained by the parent at their expense, are discussed and

reviewed at a Multi-Disciplinary Team (MDT) meeting that includes the parents and all pertinent school personnel. The results of the evaluation are discussed and considered by the MDT and a decision is made as to what role they will play in further educational program planning.

7.2 Rehabilitation Act of 1973: Section 504 Eligible Students

Enrollment Requirements

Caretakers of students with a Section 504 Plan seeking to enroll in the School are asked to submit a copy of the Section 504 Plan during the enrollment and academic placement process but enrollment of the student does not consider that a student has a Section 504 Plan or if Caretaker is able to produce a copy of the Plan or not.

When a student enters the school with a Section 504 Plan developed by a prior school, the School will review the Plan and supporting documentation and comply with Section 504 and also determine when a Section 504 Plan Meeting needs to be held for any/all revisions.

During the School Year

At the beginning of the school year, the 504 Coordinator ensures that teachers have access to a student's 504 Plan. The teachers are made aware of each student's special learning needs and are given guidance on how to make the necessary program accommodations.

Students who have Section 504 plans will participate in the regular education environment, with the use of supplementary aids and services. The regular education teachers (with the support of the Section 504 Coordinator and/or special education staff) will implement the provisions of Section 504 plans. A case manager will be assigned to notify teachers about the accommodation(s) and to assist with and monitor implementation of the Section 504 Plan.

Teachers will also have access to information about the student's unique needs and suggested accommodations and modifications on the student's home page.

Reevaluation

The School shall establish procedures for periodic reevaluation of students, consistent with the requirements of Section 504. Transitions from primary grades to intermediate grades, elementary school to middle school, and middle school to high school are often appropriate times to review and update a student's Section 504 Plan. For students who enter the school with an existing Section 504 Plan, the schedule for the reevaluation will be determined by the Section 504 Coordinator based on the following: how recently the plan was developed, the appropriateness of the plan for the virtual school setting, changes to the student's impairment, etc.

Section 504 Accommodations

According to their Section 504 plans, some students qualify for accommodations and modifications to their educational program. Due to the virtual nature of the school, some are initially provided virtually over the internet with real-time conferencing software unless the Plan indicates otherwise or a decision is made by the School's Team to implement otherwise. The 504 Coordinator ensures the implementation in compliance with the student's Section 504 Plan.

New Referrals

Throughout the year, both teachers and Learning Coaches may detect that a student is having difficulties with learning, and they may believe there could be a need for accommodations and modifications, supplemental aides and services as required under Section 504. If documented strategies fail, the student will be referred to the School's Student Support Team (SST). This team will meet and suggest additional strategies and considerations, and they will also work to gather more information about the student's learning history and profile. They may consult with a member of the special education team and/or Section 504 Committee. If the recommended strategies are not successful as anticipated, the team (along with the Caretaker) will consider a referral to the school's special education team and/or Section 504 Committee for an initial evaluation. Once the team receives the referral, they will begin the process of determining if the student needs evaluations and a Section 504 plan.

Federal law requires the School to provide its students, regardless of disability, with an equal opportunity to participate in and benefit from the School's education program. The School is committed to providing its students with equal access to its educational program. We provide students with accessibility through resources tailored to each student's individual abilities and needs, including assistive technologies and individualized support.

If your student needs assistance to fully participate in Pennwood's educational program, please contact the School's Special Education Coordinator or 504 Coordinator. You can also obtain 24-hour technical support by calling the Accessibility Hotline at 888-639-5960.

7.3 English Learners

All families must complete the Pennsylvania Home Language Survey during the initial enrollment process. Students who have indicated any language other than English on the Home Language Survey must be administered an assessment using Pennsylvania's English Learner Identification Procedures to determine English fluency within thirty (30) days of enrollment at the beginning of the school year, or within fourteen (14) days for students enrolling after the start of the school year. If a student is identified as an English Learner, the School will offer specialized sheltered instruction services to assist the student in becoming fluent in English. Caretakers will be provided with appropriate forms to either accept or waive these additional services.

Students identified as English Learners have access to the same courses as all other students, and placement in the most appropriate courses or coursework is made in consultation with the teachers, counselors, English learning teacher, and administrator, when necessary. 9 Conduct, Due Process, Grievance, and Communication

9.1 Dress Code

Students and parents/caretakers are responsible for the dress and grooming of students during the school day while engaged in the education program, at school-sponsored activities, or at testing sites.

Approved dress and grooming:

- During all in-person student events and LiveLesson sessions, students must wear clothing including both a shirt and pants, skirt, shorts, or the equivalent. All students attending field trips/events must also wear shoes.
- Shirts and dresses must have fabric in the front and on the sides.
- Clothing must cover undergarments.
- Fabric covering all private parts must not be see through.
- Hoodies must allow the student's face and ears to be visible to staff.

Not-Approved Dress and Grooming:

- Clothing may not depict, advertise, or advocate the use of alcohol, tobacco, marijuana, or other controlled substances.
- Clothing may not depict pornography, nudity, or sexual acts.
- Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation, political beliefs, or any other protected groups.

While participating in school activities, students and parents/Caretakers are responsible for ensuring their appearance, attire, and visible background (including others visible during LiveLessons) do not disrupt the learning environment nor threaten the health, welfare and safety of the student and/or others in the school community.

If the student's attire or grooming threatens the health or safety (e.g., attire that is affiliated with a gang) of any person in the school community, then discipline for dress or grooming violations will be consistent with discipline policies for similar violations.

9.2 Bullying and Other Forms of Prohibited Behavior

Pennwood Cyber Charter School is committed to providing a safe, positive, productive, and nurturing educational environment for all its students, and encourages the promotion of positive interpersonal

communications among members of the school community.

Harassment, intimidation, bullying, cyber-bullying, and/or hazing toward any member of the school community, whether by or toward any student, staff, Learning Coach, Caretaker, or other third parties, are disruptive to the learning environment, are strictly prohibited, and will not be tolerated. Examples of such prohibited behavior include, but are not limited to, stalking, intimidating, menacing, coercion, taunting, making threats, and hazing. This prohibition includes aggressive behavior; physical, verbal, and/or psychological abuse; and violence within a dating relationship. These behaviors are prohibited regardless of whether the target of such behavior are members of a legally protected group, such as sex, sexual orientation, race, color, national origin, marital status, religion, or disability. **For issues related to sexual harassment under Title IX, please see Appendix I of this handbook.**

Pennwood Cyber Charter School will comply with the requirements of the state's Safe2Say Something program, convening a group of 3-5 teachers and administrators to ensure proper training and student/caretaker awareness of the program.

Prohibited Behaviors in a School Setting

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

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

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

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

of such text, video, or images directed, consented to or otherwise acquiesced in the at issue posting or other transmission

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

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

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

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

Sexual Harassment – Please see Appendix I: Title IX for specific information on how the School handles complaints of sexual harassment.

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

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

Any student or student's Caretaker who believes that student, any other student, or other third-party, has been or is the recipient of any of the above-described prohibited behaviors should immediately report the situation to

the school counselor, CEO, or assistant principal. The student may also report concerns to teachers and other School staff who will be responsible for notifying the appropriate school administrator or Board official. Complaints about prohibited behavior against the CEO should be filed with the Board President. Every student is encouraged, and every staff member is **required**, to report any situation that they believe to be prohibited behavior. Reports may be made to those identified above. If a student or other individual believes there has been prohibited behavior, they should report it and allow the administration to determine the appropriate course of action. Any teacher, school administrator, or school staff member who does not make a timely, written report of an incident of prohibited behavior shall be subject to appropriate disciplinary action in accordance with the school's disciplinary process.

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

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

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

If after investigation the act(s) of prohibited behavior by a specific student is/are verified, the CEO or appropriate administrator shall notify in writing the Caretaker of the perpetrator of that finding. If disciplinary

consequences are imposed against such student, a description of such discipline shall be included in the notification.

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

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

Complaints

Students and/or their Caretakers may file **written** reports regarding any suspected prohibited behavior by completing the *Report of Bullying, Aggressive, or Other Prohibited Behavior Form*, found in the My School section of the Virtual Library, and sending this to the School. Such reports should be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of the suspected prohibited behavior(s), and the names of any potential student or staff witnesses. Such reports may be filed with any school staff member or administrator, and they shall be promptly forwarded to the CEO for review, investigation, and action.

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

Privacy/Confidentiality

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

by law.

Bystanders

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

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

- Be afraid of being associated with the victim of bullying for fear of becoming a target of the bully themselves
- Feel discomfort or fear at witnessing bullying
- Feel guilt, helplessness, or loss of control for not standing up to the bully
- Be drawn into the bullying behavior by group pressure
- or Feel unsafe in the situation.

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

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

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

Any student who is actively involved in bullying, may be subject to disciplinary action for bullying as described in *Section 9.3 Discipline and Due Process for Students* in this Supplement.

Student Assistance Program (SAP)

Pennwood Cyber Charter School will maintain a Student Assistance Program (SAP) to identify, intervene, refer and monitor students having school related programs because of drug, alcohol, and/or mental health issues,

and other barriers to learning.

What is Student Assistance Program (SAP)?

The Student Assistance Program is a voluntary, systematic intervention process for students at risk by a team of trained, professional school personnel and community agency liaisons.

The **mission** of the School's Student Assistance Program is to identify, intervene, refer, and monitor students having school-related problems because of alcohol, drug, and/or mental health issues, and other barriers to learning.

The **primary goal** of the Student Assistance Program is to help students overcome those barriers in order that they may be more successful academically.

The SAP Team is committed to the utmost confidentiality in all aspects of the intervention process. Matters brought before the team will not be shared outside of the team unless there is a professional/parental need to know. Parent permission is obtained before any student is interviewed by a team member. In situations where the health, safety, or welfare of a child is at risk, the SAP team is obligated to notify proper authorities.

Who is involved?

The **core of the program** is the Student Assistance Team comprised of teachers, administrators, school counselor, school nurse, and outside consultants trained to work with students.

How does SAP work?

The Student Assistance Team receives referrals from parents, students, teachers, administrators, and other concerned school personnel. Referrals are made by contacting any member of the SAP team. A list of the SAP team members can be obtained by contacting the school. Students can refer themselves.

What happens after a confidential referral?

After receiving a referral, team members gather information from other staff members who have had contact with the student. An informal team meeting is convened to determine the status of the referral. Parents are then contacted and asked to provide written consent before SAP services are initiated, and if consent is given, parents will be asked to provide similar information on the child. Parents or a student can decline participation in SAP at any time – the program is voluntary.

After compiling all information provided, the SAP team will then determine if a recommendation for further services is necessary. The recommendations could be a conference with a SAP member or a request for an assessment provided by a trained specialist from a drug and alcohol or mental health agency. These specialists work with the team members to recommend appropriate action for that individual student. The team monitors and provides support for the student throughout the process.

Drug and Alcohol Abuse Policy

Drugs and alcohol are prohibited at all School sanctioned events and in all School buildings.

Drug and alcohol abuse among young people is a major problem confronting our society and our community. For this reason, a clear policy on drug and alcohol abuse is established for the students at the School.

It is generally agreed that the most meaningful approaches to drug and alcohol abuse involve cooperative efforts on the part of students, Caretakers, the School, community, and social agencies. Furthermore, the best contribution schools can make is to provide positive, meaningful learning and the development of an educational program of value for each individual student.

Students attend School so that they may develop to their fullest potential. The School recognizes the need to manage and treat the problem of drug and alcohol abuse and plans to take appropriate measures to prevent the problem of such abuse and support the establishment of a SAP. The purpose of the SAP is three-fold:(1) to identify students who are having problems because of drug/alcohol use or due to mental health problems, (2) to intervene when appropriate either by personal contact or through support groups, and (3) to refer those students for appropriate help.

The SAP is not a treatment program. It seeks to improve identification of students who exhibit forms of "at risk" behavior, such as suicidal intent, depression, drug and alcohol use and abuse. It also provides for intervention by making referrals to outside agencies.

I. DEFINITIONS

Controlled Substances (Drug /Mood altering Substance/Alcohol): Controlled substances, including but not limited to, alcohol, drugs, narcotics, and/or other health endangering compounds which include but are not limited to: alcohol, alcoholic beverages, tranquilizers, amphetamines, synthetic opiates, marijuana, LSD and other hallucinogens, glue solvent- containing substances, anabolic steroids, "look alike" drugs, prescription or over the counter drugs when in possession is unauthorized or such inappropriately used or shared with others, and all controlled substances identified in the following laws: Comprehensive Drug Abuse Prevention and Control Act of 1970 (P.L 91-513), the Pennsylvania Controlled Substance Drug, Device and Cosmetic Act, Act of April 14, 1972 (P.M. 233, No. 64) as amended; and The Controlled Substance, Drug, Device and Cosmetic Act (P.S. 780-101, et. seq.).

Look-alike Drugs: Substances manufactured or designed to resemble - 1) drugs; 2) mood-altering substances; 3) narcotics; or 4) other health endangering compounds

Under the Influence: A student shall be considered "under the influence" if they have consumed a controlled substance within a time period reasonably proximate to their presence on School property, on a School

designated vehicle, or at a School sponsored function (i.e., field trips, state testing)

Student Assistance Program (SAP): A multidisciplinary team that includes teachers, administrators, and counselor. This team is trained to understand and work with adolescent drug/alcohol/mood-altering substance use, abuse, and dependency. The team's primary role is to identify, intervene, and refer for treatment any student who is suspected of engaging in drug/alcohol/mood-altering substance use, abuse, possession, and/or distribution.

Coordinator of Student Assistance Programs and Services: A certified program specialist with an expertise in the areas of social restoration and student high-risk behaviors.

Distribution: To deliver, sell, pass, share, or give to another person, or to assist in distribution of any alcohol, drug, or mood-altering illegal substance; actual, constructive, or attempted transfer from one person to another of any alcohol, drug, or mood-altering substance.

Active Possession: To possess or hold without attempt to distribute, any alcohol, drug, or mood-altering substance.

Constructive Possession: A person's knowing joint control and/or access with other persons to any alcohol, drug, or mood-altering substance.

Cooperative Behavior: The student's willingness to work with staff and school personnel reasonably and helpfully, and to comply with Student Assistance Program requests and recommendations.

Uncooperative Behavior: The student's resistance or refusal (verbal, physical, or passive) to comply with reasonable school personnel requests or recommendations. Defiance, assault, deceit, and flight are examples of uncooperative student behavior. Uncooperative behavior includes, but not by way of limitation, refusal to comply with Student Assistance Program requests and recommendations.

Drug Paraphernalia: Includes any equipment, utensil or item, which in the school administrator's judgment can be associated with the use of drugs, alcohol, or mood-altering substances. Examples include but are not limited to roach clips, pipes and bowls, and includes all items as defined as drug paraphernalia in Section 102 of the Pennsylvania Controlled Substance Drug, Device and Cosmetic Act, 35 P.S. 780-102, as amended.

VIOLATION OF POLICY

This policy is violated when any student, visitor, guest or any other person unlawfully manufactures, uses, abuses, possesses, constructively possesses, is under the influence of, distributes, or attempts to distribute drugs, alcohol, or any mood-altering substances, or drug paraphernalia on school premises, or at any school-sponsored activity anywhere, or while traveling to and from school or school-related activities utilizing

transportation approved by the School, or who conspires, aids, or abets in the use, abuse, active possession, constructive possession, or distribution of drugs, alcohol, or any mood-altering substances.

Discipline, Rehabilitation, and Punishment

Any student who violates this policy shall be subject to the following disciplinary, rehabilitative and punitive actions. The school reserves the right to use any other lawful measures deemed necessary to control and eliminate the use of drugs, alcohol, and other mood-altering substances even if the same is not provided for specifically in any rule or regulation enumerated herein.

Drug and Alcohol Policy

A student possesses drug-related paraphernalia and/or a student possesses (actively or constructively), uses, or is under the influence of drugs, alcohol, or mood-altering substances.

First Offense:

1. An administrator shall immediately contact the student's Caretaker(s).
2. An administrator shall contact law enforcement authorities.
3. If necessary, an administrator shall schedule an informal hearing.
4. If after the informal hearing the administrator determines the offense has been committed by the student, the administrator may:
 - a. suspend (suspension as defined in Section 9.3 of this Supplement) the student for seven (7) days;
 - b. require the student to participate in the SAP process and comply with the SAP recommendations, which may include an assessment from a licensed drug and alcohol facility at the students/family's expense.
5. Uncooperative behavior will lead to an additional three days of suspension.

Subsequent Offense(s):

1. The CEO shall contact the student's Caretaker(s) and request that they report to the CEO office or conference via telephone if appropriate immediately.
2. The CEO will contact law enforcement authorities.
3. The CEO may schedule an informal hearing in accordance with Section 9.3 Due Process of this Supplement.
4. If after the informal hearing the CEO determines the offense has been committed by the student, the CEO may:
 - a. suspend the student for up to ten (10) school days;
 - b. require the student to participate in the SAP process and comply with the SAP recommendations, which may include an assessment from a licensed drug and alcohol facility

at the students/family's expense;

- c. have the option of requesting a formal disciplinary hearing to be scheduled before the Board, or a committee of the Board, in accordance with Section 1318 of the Pennsylvania School Code based on the findings of fact.

If a student distributes a drug, alcohol, or mood-altering substance:

1. The CEO shall contact the student's Caretaker and request that they report to the CEO's office or conference via telephone if appropriate immediately.
2. The CEO may schedule an informal hearing in accordance with Section 9.3 Discipline and Due Process for Students in this Supplement.
3. If after the informal hearing the CEO determines the offense has been committed by the student, the CEO may:
 - a. suspend the student for up to ten (10) days;
 - b. require the student to participate in the SAP process and comply with the SAP recommendations, which may include an assessment from a licensed drug and alcohol facility at the students/family's expense;
 - c. request a formal disciplinary hearing to be scheduled before the Board, or Committee of the Board, in accordance with Section 1318 of the Pennsylvania School Code.

9.3 Discipline and Due Process for Students

All students enrolled in the School are expected to conduct themselves in accordance with the rules for the School, and Caretakers are expected to cooperate with the school staff in helping students to maintain this conduct. Student codes of conduct are set forth in this Supplement. Students are also guaranteed due process of law as required by the 14th Amendment to the U.S. Constitution.

Discipline Measures

There are three levels of formal disciplinary measures utilized by the school: 1) Warning, 2) Suspension, and 3) Expulsion. Each level and its corresponding disciplinary actions are identified below.

1. Warning

Students that receive warnings from the School will have a conference (via phone or in person) with their Caretaker and the school administrator(s), and the incident will be formally documented in writing and will become part of the student's permanent record. The student will not have a disruption in schooling and will continue to have access to Pearson Online Classroom.

Warnings are issued when a student demonstrates a breach of expected conduct, but not as serious as those listed under the suspension and/or expulsion categories in this Supplement.

2. Suspension

When a student is suspended, they are temporarily removed from class (Pearson Online Classroom) or a School sponsored program or activity. The length of a suspension is determined by the school administrator (up to 10 days at a time). A suspension will be documented in writing and will become part of a student's permanent record.

During a period of suspension as defined by the CEO, a student's permission to log on to and/or use parts of Pearson Online Classroom is restricted. Student access to WebMail, the message boards, online clubs/activities, or all of Pearson Online Classroom may be revoked. In such cases where the student's access is completely revoked, the Learning Coach is responsible for logging on to the Pearson Online Classroom and obtaining the student's assignments, responding to WebMail, and recording assessment responses for the student. The student should continue with their schoolwork during a suspension.

Violations that may lead to suspension include, but are not limited to, the following breach of conduct:

- *Cheating on tests or daily work:* A student who knowingly participates in copying, using another's work, and representing it as their own (for example, students transmitting their work electronically for another student's use), or who provides other students with test answers, answer keys, or otherwise uses unauthorized materials in an assignment or assessment situation.
- *Plagiarism:* A student's use of another person's words, products, or ideas without proper acknowledgement of the original work with the intention of passing it off as their own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It includes copying material from a book, copying-and-pasting information from the Internet, and getting family or friends to help with coursework.
- *Abusive conduct:* A student who uses abusive language or engages in abusive conduct in the presence of others either in person or electronically/virtually.
- *Bullying:* A student that repeatedly engages in negative actions against another student to exercise control over him/her.
- *Intimidation:* A student who engages in behavior intentionally meant to cause another person to fear harm or injury, be frightened into submission or compliance, or to feel a sense of inferiority.
- *Harassment:* A student who demonstrates verbal, written, graphic, or physical conduct relating to an individual's sex, race, color, national origin, age, religious beliefs, ethnic background, or disability that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to participate in or benefit from the school's programs that: 1) has the purpose or effect of creating an intimidating or hostile environment, 2) unreasonably interferes with an individual's educational performance, or 3) otherwise adversely affects an individual's educational opportunities.
- *Vandalism:* A Student who intentionally damages or destroys school property or records (physical or electronic). In these instances, the school reserves the right to contact the proper law enforcement agency(ies).
- *Theft and robbery:* A student who takes money or other property (physical or electronic) with the intent to deprive another person or the School of that property. The threat or the use of force or violence is considered a serious breach of conduct. In these instances, the School reserves the right to contact the proper law enforcement agency.

- *Sexual harassment*: A student who subjects another to any unwelcome sexual advances including verbal harassment, unwelcome or inappropriate touching, or suggestions, requests, or demands for sexual favors. Please see Appendix I for specific information on sexual harassment under Title IX.
- *Violence within a dating relationship*: a student who attempts to maintain power and/or control over a dating partner through violence, threats of violence, and/or physical, emotional, and/or mental abuse.
- *Violation of acceptable use policy*: Students who violate the acceptable use policy in one form or another are open to disciplinary action including suspension. This would include signing on as parents.

Depending on the severity of the offense (particularly in instances of harassment, sexual harassment, and theft and robbery), it may be a violation that leads to expulsion.

3. Expulsion

When a student is expelled, they are separated from the School for an extended period of time, or permanently, for disciplinary reasons. An expulsion will be documented in writing and will become part of a student's permanent record.

Violations that may lead to expulsion include, but are not limited to, any behavior that indicates that a student is a serious threat to the safety of others: possession of firearms, dangerous weapons, bombs, or explosives, criminal behavior, arson, under the influence of or possession of, or sale of controlled substances or paraphernalia. Suspensions or expulsions for children designated as exceptional follow all appropriate state and federal policies, regulations, and laws.

For those students with disabilities under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973, the disciplinary procedures required by the IDEA will be followed. The student will continue to receive FAPE.

Due Process for Students

The following actions will be conducted by the School, per each of the disciplinary measures as outlined below:

Suspension (no more than 10 days)

In instances of suspension exceeding three (3) days, the student and parent/guardian shall be offered the option of an informal hearing. This hearing will be convened with the student, Caretaker, CEO and other staff members as appropriate. The CEO will inform the student and Caretaker of the allegations and an explanation of the evidence that supports the allegations. The student will be provided with an opportunity to present their version of the occurrence. If the CEO determines that the incident(s) justifies suspension, written notice will be provided to the student and their Caretaker. The student will be provided all due process as required by law.

Any notice provided for suspension shall include (1) date, time and location of hearing; (2) description of the incident(s) that is the subject of the hearing provided to both the parents, Caretaker, and student; (3) the

student's right to question any witnesses (4) the student's right to speak on their behalf and/or produce witnesses on their behalf (5) the informal hearing shall be held within five days of the suspension.

Expulsion

If the School determines that a student's conduct may warrant expulsion, the CEO will provide at least three (3) days written notice via certified mail to the Caretaker of the student of their determination and the student's right to a formal hearing before the governing board, an authorized committee of the board, or a qualified hearing examiner appointed by the governing board. The notice shall include (1) the date, time, and place of the formal hearing (2) A copy of the expulsion policy (3) the student's right to be represented by counsel (at the expense of the parent/guardian) and (4) the hearing procedures, including the ability to reschedule the hearing for good cause.

The following are required for a formal hearing:

- Will be held privately unless the student requests a public hearing.
- The student shall have the right to be presented with witnesses against the student, including their statements or affidavits.
- The student will have the opportunity to testify to their version of the incident(s), call their own witnesses, and cross-examine witnesses
- A written or audio record will be kept of the hearing.
- The hearing will occur within fifteen (15) school days of the notification of charges. An extension may be granted if all parties agree, in circumstances the parties are awaiting results of laboratory reports or evaluations, or the delay is in the best interests of the victim (recovering from serious bodily injury).

A majority vote is required to expel the student. After the hearing, the CEO will make a recommendation for or against expulsion to the Board. Once the Board rules on the expulsion, the CEO and/or the Board will provide notification to the student and Caretaker of the Board's decision and discipline determination, including a notice of the right to appeal.

Discipline for Students with Disabilities

If a student with a disability violates a code of conduct, they will be disciplined according to the discipline measures described above including suspensions for up to 10 days unless a student has an Intellectual Disability and then no suspension will be imposed as any day of suspension for a student with Intellectual Disability is a change of placement. If the School Administration is making a recommendation to the Board of Trustees for expulsion, or if the Student brought a weapon to school or upon subsequent violations that result in suspensions that exceed 10 total days or 15 cumulative days in a school year, the IEP Team, including Caretaker(s) School will determine if the behavior was a manifestation of the student's disability(s). If the determination is School determines that the violation is not a manifestation of the student's disability, the

School will apply the discipline procedures to the student in the same manner and for the same duration as the procedures would be applied to students without disabilities. However, if it is determined that the violation was a manifestation of the student's disability, or that the student's IEP was not implemented appropriately, the School IEP Team will not recommend expulsion and will instead the School will conduct a functional behavior assessment and develop a Positive Behavior Support Plan to address the behavior violation or revise the student's existing Positive Behavior Support Plan.

9.4 Academic Honesty

Plagiarism

Pennwood Cyber Charter School requires the original work of all students and in so doing, prohibits plagiarism of the work of others. Students shall be expected to properly cite the origin of work that is not the student's own. If work content, other than commonly known facts, is not properly cited, attributed, or credited, the work may be determined to be plagiarism.

Students may not plagiarize in written, oral, or creative work. In general, plagiarism occurs when a student uses another person's words, products, or ideas without proper acknowledgement of the original work and with the intention of passing it off as their own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It includes copying material from a book, copying and pasting information from the Internet, and getting family or friends to help with coursework.

First Offense

The first time a student is determined to have plagiarized the work of other(s), the student will receive a warning. The student's teacher will contact the student to explain to the student the specific reason(s) why the work submitted is considered plagiarism and will discuss with the student how to avoid plagiarizing again. The student will be required to resubmit the question/assignment with original work. If a student chooses not to resubmit the work, the student will receive a zero for that question/assignment.

Second Offense

The second time a student is caught plagiarizing, they will be required to redo the question/assignment but can only receive up to half credit. If a student chooses not to resubmit the work, the student will receive a zero for that question/assignment.

Third Offense

The third time a student is caught plagiarizing; they will receive a zero and will not have the opportunity to redo the question/assignment. Such repeated offenses of plagiarism by a student may result in a recommendation by the CEO that the student be determined to be a repeat violator of school policy and a disruption of School

discipline. Such recommendation may result in a determination to suspend or expel the student as outlined Section 9.3 Discipline and Due Process for Students in this Supplement.

Cheating

Pennwood Cyber Charter School requires students to complete all assessments (e.g., tests, quizzes, and quick checks) individually without the aid of, but not limited to: (a) the internet, (b) textbook(s), (c) a Learning Coach, (d) or other students. In addition, assignments other than tests, quizzes, and quick checks must be the student's original work. NOTE: It is not allowable for students to submit work through their Learning Coach's account.

First Offense

The first time a student is determined to have cheated on any assignment, the student will receive a zero for that assignment or assessment without the opportunity to make it up.

Second Offense

The second time a student is caught cheating, they will be required to attend a conference call with a teacher and the CEO.

Third and Subsequent Offenses

The third time (or subsequent times) a student is caught cheating; they may be required to complete the assignment/assessment in the school office under the supervision of a teacher.

9.5 Grievance Process for Caretakers

The School is committed to ensuring parent satisfaction and takes its responsibilities for the provision of educational services to the student very seriously. These School responsibilities are set out in the Parent/Legal Guardian Agreement (PLCA) and the School Handbooks and include such things as: contacting the family regularly, delivering educational materials and equipment, and providing accessible support.

The School will also ensure the family and students adhere to their responsibilities stated in the PLCA and the School Handbooks, and when necessary, will discipline, suspend, or expel a student, invoice, refer to collections, or take legal action against the family for a breach of the agreement or a school policy. Reasons for such disciplinary actions include, but are not limited to, failure to attend mandatory state testing, obtaining property under false pretenses, failure to return materials, or violating the materials and equipment policies.

Caretaker Remedies

If a Caretaker has concerns with the School's action or performance on any of the above-defined school responsibilities or disciplinary actions, they have the following remedies available:

Addressing Issues

For routine issues or for a first attempt at redress, contact the appropriate staff member (or CEO, if necessary) via phone or email. If a resolution is not reached, or if a parent feels there are additional concerns that the CEO is not addressing, parents may contact any member of the Board via contact information provided on the School's website. For more serious issues and/or to address lack of resolution of the issue at a lower level, a detailed grievance procedure has been set forth below. All grievance proceedings will be conducted in a manner that protects the confidentiality of the parties and the facts. If a hearing is required for grievance proceedings, the parties will be provided with all due process procedures as required by law.

Where a Caretaker or Student believes that there has been unlawful discrimination on the basis of gender, the complaint should be made to the Title IX Officer, (NAME). For complaints involving race, ethnicity, or on the basis of disability, or when there are allegations of sexual abuse or any other unlawful misconduct on the part of the School or its staff, then the parent must activate the grievance procedures set out below and can directly report the complaint to the CEO.

If charges are brought against a student for a breach of the PLCA, which could result in a suspension of up to ten (10) days or an expulsion, the due process procedures in the *Discipline* and Due Process for Students section of this Supplement are to be followed.

Grievance Process

1. A Caretaker with the grievance must, in writing, report the dissatisfaction, and submit it to the student's teacher (or other appropriate staff member, as necessary). All parties involved must be appropriately defined, and the problem must be clearly outlined.
2. The recipient of the grievance must review the issue with their supervisor and respond to the Caretaker within a reasonable time.
3. If the original recipient did not resolve the grievance, the Caretaker should request a meeting with the CEO. The CEO will investigate the matter, and schedule a meeting with the Caretaker, the student, if necessary, and any other staff members, if necessary, within a reasonable time.

If either party does not resolve this grievance, the Caretaker should then request a meeting with the Board, in writing, at least five (5) days before the regularly scheduled Board meeting. The contact information for the Board is set out in the contacts section of the handbook. Caretakers should contact the President of the Board with any concerns related to the grievance process or due process for a student. The Caretaker may also contact the Pennsylvania Department of Education.

Student and Staff Communications

All educational and/or school related communications with teachers, CEO, or any school staff member are required to be conducted via the approved tools and platforms provided by Pearson. All communications must be appropriate and remain educationally relevant.

9.6 External Video and Web Conferencing Services

Pennwood Cyber Charter School may use external video and web conferencing services and tools (e.g., Zoom) in addition to the Education Management System. When using external communication services and/or tools, students must comply with the expectations provided by their teacher, school policies and the Honor Code.

10 Educational Materials Provided by the School

10.2.2 Technology Provided

Pennwood Cyber Charter School will provide each student with the following:

- » One laptop computer per student in grades K–12 with appropriate hardware and software for accessing the educational program and ensure the online safety of students.
- » One printer per household: Each household will be eligible to receive or be reimbursed for one standard HP Desktop printer in the first year of enrollment.
- » Additional reimbursement for online connectivity as outlined below. Note: the most current information can be found in the Hardware and Connectivity section of your school-specific homepage.

10.2.5 Use of the Internet

Families will arrange for internet service for their students to attend school. The school will issue subsidies to assist with the cost of internet service and printer ink. The subsidy will be equal to \$40.00 a month but will be paid out three times during the year through a third-party vendor contracted through Pearson. If the disbursement schedule would create a family hardship, the family should request an alternative disbursement schedule to remove the hardship.

If a family lives in an area that receives limited or poor internet connections or needs assistance in arranging internet service, please contact the School.

For the household to receive the payment, the following information is provided to the third-party vendor contracted to issue the debit cards: payee name, email address, and mailing address. No other information will be provided to such third-party vendor. If the family starts school after the first day of any of the payment periods, then the payments are prorated. Families must be enrolled at the time of the disbursement to be eligible. The debit cards will be sent according to the approximate schedule listed below.

Debit Card Issuing Schedule

Debit Card Number	Approximate Cut Off Date for Debit Card Disbursement	Month Debit Card is Issued	Months the Debit Card Covers
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1	November 25	December	September, October, November
2	February 25	March	December, January, February
3	May 25	June	March, April, May
4	July 25	August	July and August

Appendix I: Title IX – The Final Rule

Title IX of the Education Amendments of 1972 protects people from discrimination based on sex in education programs or activities that receive federal funding. The U.S. Department of Education (USDOE) enforces Title IX and has created regulations relating to how schools are required to respond to reports of sexual harassment. The regulations are known as the *Final Rule*. The Title IX sexual harassment protections apply to schools that do or may receive Federal financial assistance.

Under the *Final Rule*, the School is required to promptly respond to and investigate every formal complaint of sexual harassment by a student. The *Final Rule* establishes an emphasis on restoring a student's access to the School's education program and/or sanctioned events and activities using supportive measures. Additionally, the *Final Rule* places the burden of proof on the school and requires a strict adherence to due process measures.

Definitions

Actual Knowledge

Notice of sexual harassment or allegations of sexual harassment to the Title IX Coordinator or any designated School official/employee with the authority to institute corrective measures. Under state law, school employees are mandatory reporters. In the K-12 environment any employee may receive notice of sexual harassment.

This standard is not met when the only person with actual knowledge is the respondent. Additionally, the ability or obligation to report sexual harassment or to inform a student how to make a report of sexual harassment or having training on how to report sexual harassment does not qualify an individual to have the authority to institute corrective measures on behalf of the school.

Complainant

An individual who has alleged to be the victim of conduct that could constitute sexual harassment.

Formal Complaint

A document filed by the complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the alleged sexual harassment. A complainant must be an active student participating or attempting to participate in the education program provided by the School.

Respondent

An individual who has been reported to be the perpetrator of conduct that may constitute sexual harassment.

Sexual Harassment

Conduct on the basis of sex that satisfies one or more of the following:

- Any employee conditioning the provision of an aid, benefit, or service of the school on an individual's

participation in unwelcome sexual conduct (quid pro quo).

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and offensive that it effectively denies a person equal access to a Pearson education program or sanctioned activity.
- Sexual assault as defined by 20 USC 1092(f)(6)(A)(v), dating violence, domestic violence, and stalking as defined by 34 USC 12291(a)(10), (8), (30).

Supportive Measures

Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, free of charge to the complainant or the respondent before or after the filing of a formal complaint, as well as instances where no formal complaint has been filed.

Supportive measures are designed to restore or preserve equal access to the School's education programs and sanctioned events and activities. Such measures are designed to protect the safety of all parties, the education environment, and ultimately deter sexual harassment.

Supportive measures may include:

- Counseling
- Deadline extensions or other course related adjustments, including changes to class schedule
- Modification of class schedules
- Restricted contact between parties

Supportive measures provided to the complainant and/or respondent will remain confidential to the extent that confidentiality would not impair the ability of the School to provide such measures.

Effective implementation of supportive measures is the responsibility of the Title IX Coordinator.

Title IX Coordinator

The employee designated by the CEO to coordinate its efforts to comply with Title IX responsibilities will be referred to as the Title IX Coordinator. In addition to students and current employees, the Title IX Coordinator's contact information must be provided to prospective employees, parents or legal guardians, and all unions (if applicable).

The name or title, office address, e-mail address, and telephone number of the Title IX Coordinator shall be prominently posted on the School's website.

Any person, including a student's parent or guardian, may report sex discrimination and sexual harassment to the Title IX Coordinator in person, by mail, by telephone, or by email at any time, including non-business hours.

Formal Complaint

A formal complaint of sexual harassment should be filed with the Title IX Coordinator in person, by mail, by

electronic mail, or by phone using the contact information provided on page 7.

Manager of Counseling
OBLTitleIXCoordinator@pearson.com
Pennwood Cyber Charter School

Initial Response

The School must treat complainants and respondents equitably by offering supportive measures to a complainant and respondent. The grievance process outlined below is followed prior to imposing disciplinary sanctions or other actions outside supportive measures against a respondent.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures and consider the complainant's wishes with respect to the use of such supportive measures, inform the complainant of the availability of supportive measures regardless of filing a formal complaint, and explain the process for filing a complaint.

Anyone may report instances of sexual harassment or potential violations to the Title IX Coordinator; reports may be anonymous. However, formal complaints of sexual harassment can only be filed by the complainant or the Title IX Coordinator.

In instances where the respondent faces allegations of sexual harassment and is determined to be an immediate threat to the physical health or safety of a student or other individual, they may be removed upon completion of an individualized safety and risk assessment. If a student is removed under emergency conditions, instant notice will be provided, and the student will be afforded the opportunity to respond to the emergency removal.

An employee respondent may be placed on administrative leave during the grievance process.

Required Grievance Procedures

Formal Complaints

The Title IX Team (Title IX Coordinator, Investigator, and Decision Maker) is required to follow the grievance process defined by *the Final Rule* before disciplinary measures, not to include supportive measures, against the respondent are made. The procedures include:

- All parties will be treated equitably through the remediation process. Remedies under the Final Rule are designed to restore or preserve equal access to education program and sanctioned events and activities.
- An objective and thorough investigation and evaluation of the relevant evidence will be reviewed. This includes both evidence that can establish guilt (inculpatory) and evidence that can exonerate guilt (exculpatory).
- Title IX Coordinators, investigators, decision makers, and any designee tasked to assist in the informal resolution process must be free of bias or conflicts of interest. Additionally, training must be completed on:

- » The definition of sexual harassment;
 - » The scope of the education program or sanctioned events/activities;
 - » The process for investigation and grievance process including, hearings, appeals, and informal resolution processes;
 - » How to serve impartially, including by avoiding prejudgment of the facts at hand, conflicts of interest, and bias;
 - » Any person identified as a decision maker must complete training on any technology used during any part of the grievance process, on issues of relevance of questions and evidence (including instances when questions and evidence arise that are not relevant regarding the complainant's sexual predisposition or previous sexual behaviors);
 - » Any person identified as an investigator must complete training on issues of relevance to properly compose a report that summarizes the relevant evidence;
 - » All training materials must not rely on sex stereotypes and must promote objective investigations and final disciplinary decisions (adjudications) of formal complaints of sexual harassment.
- A presumption the respondent is not responsible for the alleged conduct until the conclusion of the grievance process.
 - A reasonably prompt time frame for conclusion to the grievance process, filing and resolving appeals and informal resolutions processes, if offered. A temporary delay or the limited extension of time frames for good cause may be granted. In such instances, written notice outlining the reason for the delay shall be sent to all parties. Examples of good cause are the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or to provide an accommodation of disabilities.
 - There will be a range of disciplinary sanctions and remedies that may be issued in the event responsibility of the respondent is determined.
 - The standard of evidence used may be the preponderance of evidence standard or the clear and convincing standard. The chosen standard must be used throughout the complaint process.
 - Include the procedures and permissible bases for the complainant and respondent to appeal.
 - List the range of supportive measures available to complainants and respondents.
 - Disallow the use of questions or evidence that seek disclosure of information protected under a legally recognized privilege, unless waived by the party holding such privilege.

Notice

If a formal complaint is made, written notice will be provided to all known parties. Included within the notice are the grievance process and the informal resolution process. Any details known at the time of report of sexual harassment may include the identities of the parties involved (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident (if known). The notice will include a statement acknowledging the respondent is presumed not responsible until the conclusion of the grievance process. The parties may have an advisor who may inspect and review evidence. Such an advisor may be an attorney, though the presence of an attorney is not required. All parties will be afforded enough time to prepare. Finally, the notice will include that knowingly making false statements is against the student and employee code of conduct.

If, during an investigation, the Title IX Team decides to investigate allegations not included in the original notice, the school will provide subsequent notice to include the additional allegations to all known parties.

Dismissal

Under some circumstances, the Title IX Team must dismiss a formal complaint of sexual harassment.

If the conduct did not occur while participating in the School's education program or sanctioned events or activities or did not occur in the United States, the complaint will be dismissed. However, the School may pursue action under the Code of Conduct Policy.

The School may dismiss the formal complaint if:

- A complainant notifies the Title IX Coordinator in writing wishing to withdraw the formal complaint and included allegations,
- The respondent is no longer enrolled, registered, or employed by the School, and
- Specific circumstances prevent the School from gathering enough evidence for the School to make a determination regarding the formal complaint and/or allegations.

If conditions exist that require the School to dismiss the complaint, prompt written notice indicating a dismissal including any reason(s) must be sent to all parties.

Consolidation of Formal Complaints

Consolidation of formal complaints to allegations of sexual harassment may occur under the following conditions due to the same facts or circumstances:

- Against more than one respondent
- By more than one complainant against one or more respondents
- By one party against the other party

Investigation

Under *the Final Rule*, the burden of proof and the burden of gathering evidence to make a determination as to responsibility of alleged sexual harassment falls to the Title IX Team. Voluntary written consent must be obtained to use a party's physician, psychiatrist, psychologist or other professional treatment records.

An equal opportunity to present witnesses and evidence will be provided to all parties. The ability of either party to discuss the allegations investigated or gathered and present evidence may not be restricted.

All parties will be provided the same opportunities to have others present at any grievance proceeding. If either or both parties are joined by an advisor, including an attorney, at a proceeding, the Title IX Team may limit or restrict their participation.

Written notice of the date, time, location, participants and purpose of all hearings, investigations, or any related meetings will be provided to all parties. Such notice shall permit enough preparation time for all parties.

Equal opportunity to inspect and review all evidence regardless of intent to rely upon said evidence in reaching the final determination will be provided to all parties. Prior to the investigative report, an itemized evidence list subject to review will be sent to all parties, including advisors/attorneys if applicable, in electronic format or hard copy. The parties will have ten (10) days to submit a written response. The response will be considered by the investigator prior to completing the investigative report. All evidence subject to inspection and review will be available at any hearing for reference and purposes of cross-examination.

Finally, an investigative report will be prepared to summarize the relevant evidence and sent in an electronic format or hard copy to all parties and their advisors/attorneys, if applicable. The report shall be sent to the relevant parties at least ten (10) days prior to a hearing to permit review and the opportunity to provide a written response.

Hearings

The Final Rule does not require hearings in the K-12 environment.

The designated decision maker shall provide each party the opportunity to submit relevant written questions to any party or witness, permit time for parties to respond, and subsequently allow for limited follow-up questions.

It is an important distinction that questions and evidence relating to the complainant's sexual predisposition or prior sexual history are not considered relevant to the final determination.

The exceptions to this rule are if the pertinent information proves that someone other than the respondent committed the alleged sexual harassment, or if the evidence offered relates to specific incidents and prove consent between the complainant and respondent.

Determination

The decision maker may not be an investigator or the Title IX Coordinator.

The decision maker will issue a written determination with respect to responsibility. Under *the Final Rule*, the determination must include:

- A description of the allegation that meets the definition of sexual harassment
- A full description of the procedural steps from receipt of the complaint through final determination (notices, interviews, site visits, evidence gathering methods, and hearings)
- Findings of fact supporting the final determination
- Conclusions as to the application of the school's code of conduct and the known facts
- A statement and rationale for:
 - » Each allegation and determination of responsibility
 - » Disciplinary sanctions imposed on the respondent, if any
 - » If remedies designed to restore or preserve equal access to the education program and/or sanctioned activities will be provided by the school to the complainant; any such remedies will be implemented by the Title IX Coordinator

- The School's allowable reasons and procedures for appeal (see Appeals section below)

The School shall issue written determination to all parties at the same time. The determination will be considered final when the time for filing a timely appeal has passed. If the allegations are appealed, the decision is considered final upon receipt of the final written determination.

Appeals

Both the complainant and respondent have the option to appeal under the following circumstances:

- A procedural irregularity
- New evidence that could affect the outcome – not available prior to dismissal or determination
- Conflicts of interest or bias by the Title IX Coordinator, investigator(s), and/or decision maker(s)

The School may provide additional equitable circumstances as situations warrant. If a party wishes to appeal the determination, written notice will be provided to the other party that an appeal has been filed and provide procedures that apply to both parties. A new decision maker(s) will be appointed on appeal and such person will not have participated in the complaint prior to appeal, including investigators or the Title IX Coordinator.

Both parties will be permitted and equal opportunity to submit written statements supporting or opposing the outcome. A written decision will be provided to both parties at the same time and will indicate the result of the appeal and the rationale for the final determination.

Informal Resolution

Informal resolutions may be offered once a formal complaint is filed.

Parties are not required to participate in an informal resolution however, the School may offer this option instead of a full investigation and determination. The School will disclose information about the informal resolution process, including the right to withdraw from the informal resolution process prior to an agreed resolution. Once a party withdraws from the informal resolution process, the grievance process of the formal complaint will resume.

If both parties wish to proceed with an informal resolution, a voluntary written consent must be obtained waiving the right to an investigation and adjudication of a formal complaint. A common example of informal resolution is mediation.

The informal resolution process may not be used in instances where the School's employee is the respondent of alleged sexual harassment against a student.

Recordkeeping

The School shall maintain a complete record for seven (7) years relating to:

- All investigations, determinations regarding responsibility, disciplinary sanctions (respondent), and

remedies (complainant); including audio/audiovisual recordings and/or transcripts

- Appeals and their result,
- Any informal resolutions and their result,
- Training materials used (posted publicly on the school's website), and
- Any actions, including supportive measures, in response to a formal complaint of sexual harassment.

The records shall provide a basis for the conclusion and show the response was not deliberately indifferent. Additionally, records should document the measures to restore or preserve equal access to the education program or sanctioned events and activities. Further, records shall indicate the rationale for not providing the complainant with supportive measures, if applicable.

Retaliation

Retaliation is prohibited. Prohibited behavior includes intimidating, threatening, coercing, or discriminating against anyone for the purpose of interfering with the rights protected by *the Final Rule*.

Specifically, retaliation because an individual made a report or complaint, testified, assisted, or participated or refused to participate in a Title IX investigation, proceeding, or hearing. Retaliation against a student for code of conduct violations that arise from the same facts and circumstances as a report or complaint of sexual discrimination/harassment is also prohibited.

Speech protected by the First Amendment does not constitute retaliation.

The identity of parties and witnesses shall remain confidential except as permitted by FERPA.

Any party that makes a false statement in bad faith may be charged with a code of conduct violation.

Appendix II: Home Language Survey



ALL newly registering students regardless of race, nationality, or language origin MUST complete this form. Federal law requires that all Local Education Agencies (LEAs) utilize a non-biased procedure for identifying which students are potential English Learners (ELs) to provide appropriate language instruction educational programs and services. Given this responsibility, LEAs have the right to ask for the information contained on this and other forms associated with the identification process.

Student Information (Parents/Guardians should complete this section):

Child's first name: _____

Child's family name: _____

Child's Date of Birth: _____

(Month/Day/Year)

Questions for Parents or Guardians

1. Is a language other than English spoken in the child's home? No Yes (language) _____

2. Does your child communicate in a language other than English? No Yes (language) _____

3. What is the language that your child first learned to speak? _____

Parent/Guardian Signature: _____ Date: _____

Interpreter Provided No Yes

Appendix III: PA English Learner Identification Procedure Grades K-12



English Learner Identification Procedure - Grades K-12

(See Pre-K identification guidance for Pre-K students)

- STEP 1:** Review the Home Language Survey.
 - If the HLS indicates a language other than English for **any** question, **proceed to STEP 2.**
 - If the HLS indicates a language other than English **for all questions**, the family interview is optional and you may **skip to STEP 4.**

NOTE: Pidgin and creole variations of English (e.g. English spoken in Liberia) constitute a language other than English for identification purposes.

- STEP 2:** Conduct family interview to determine if the student is potentially an EL. Use an interpreter if necessary.

Family Interview

Conducted by district-trained enrollment personnel - not to be completed by the parent/guardian

Interviewed:

Date: _____ Phone: _____
 Name of Student: _____ PASID: _____
 Students Date of Birth: _____ Age: _____
 Student's Date of Entry to U.S. (if born in the U.S., then same as DOB): _____
 Parent Country of Origin: _____ Student Country of Origin: _____
 Parents' Primary Country of Education: _____

Complete the following table for the student. Indicate if the student moved schools, states, or countries during a school year.

Grade	State (City & School if PA)	Country	Primary Language of Instruction
Pre K			
K			
1			
2			
3			
4			

5			
6			
7			
8			
9			
10			
11			
12			

1. Is this student a Native Alaskan, Native American, or Native Hawaiian?
 YES NO
2. Is this student’s language influenced by a Tribal language through a parent, grandparent, relative, or guardian?
 YES NO
3. When at home, how often does this student hear a language other than English?
 Always Occasionally Never
4. When at home, how often does this student speak a language other than English?
 Always Occasionally Never
5. When interacting with their parents or guardians, how often does this student hear a language other than English?
 Always Occasionally Never
6. Within the last 12 months, when interacting with caregivers other than parents/guardians, how often did this student hear a language other than English?
 Always Occasionally Never
7. When interacting with siblings or other children in their home, how often does this student hear or use a language other than English?
 Always Occasionally Never

Review of the family interview must be conducted by an ESL professional.

Based on the answers to the parent interview questions, determine if the second language exposure/use is significant or superficial in nature. If the student’s development of English may have been impacted by exposure to another language in any way, then **proceed to STEP 3.**

Comments:

- STEP 3: If the student has an IEP or is suspected of having a disability (e.g. the parent states that the student has a disability), then see [Appendix A](#) later in this**

document before proceeding.

- **STEP 4:** Conduct a review of the student’s academic records from previous schooling if available. Look for evidence that the student has sufficient English proficiency to benefit from instruction in English without specialized supports or accommodations. Acceptable evidence might include scores from standardized summative or interim tests in English, passing grades for core content classes conducted in English, and/or work samples. If the academic records are not available, or they do not contain reasonable evidence of English proficiency, then **proceed to STEP 5.**

NOTE: A student who has an overall composite proficiency level ACCESS score from the previous school year that does not meet or exceed 4.5 does not need to be re-screened. In this case, skip to STEP 6. If a student has an overall composite proficiency level ACCESS score from the previous school year that meets or exceeds 4.5, then the student may be reclassified if the additional criteria from the state-defined reclassification guidance are met (i.e., language use evaluations can be conducted prior to October 1).

- **STEP 5:** Screen the student for English language proficiency using the KW-APT, K MODEL, WIDA screener (online or paper), or WIDA MODEL screener.
Record the screening scores below. See Appendix D for information about the appropriate test form to administer.

Listening	Speaking	Reading PL	Writing PL	Literacy	Oral CPL	Overall

KW-APT only

Listening and Speaking raw score	Reading raw score	Writing raw score

If the student’s scores meet the criteria for identification as an EL on the following table, then **proceed to STEP 6.** If not, then the student is not an EL and you do not need to proceed.

Grade Level	Screener	Criteria for identification as an EL
Kindergarten	KW-APT	Raw score for oral language of 19 or lower OR Between 20-24 inclusive AND reading ≤ 6 OR writing score ≤ 4 <i>See kindergarten identification and placement process flowchart in Appendix B later in this document.</i>

Kindergarten	K MODEL	<i>1st semester K: Assess all 4 domains</i> Oral language composite below 5.0 (<i>Use literacy scores for instructional plans</i>) <i>2nd semester K: Assess all 4 domains</i> Overall composite proficiency level below 5.0 AND
1 st semester 1 st grade	K MODEL	Assess all 4 domains Overall composite proficiency level below 5.0
1-12	WIDA Screener	Overall composite proficiency level below 5.0
1-12	MODEL Screener	Overall composite proficiency level below 5.0

NOTE: If a student is unable to complete the full screener (e.g., because of a disability or refusal), then the determination of EL status must be made based on the remaining available evidence gathered from the HLS, parent interview, and academic records review. If reasonable evidence of English proficiency cannot be established based on those sources along with the incomplete screener results, if any, then the student should be identified as an EL.

- **STEP 6: OPTIONAL** - Screen the student for native language proficiency if a screening instrument is available. Record the score(s). If no screening instrument is available, then **proceed to STEP 7.**

Name of screener	Score(s)	Score descriptor

- **STEP 7:** Determine if the student has **limited or interrupted formal education (LIFE)** using the criteria below:
 - Is enrolling after grade two, AND
 - Has a Literacy score of less than 3.5 on the W-APT, MODEL Screener, or WIDA Screener, AND
 - Has at least two fewer years of age-appropriate schooling than peers **or** has disenrolled from U.S. schools to enroll in schools in other countries (including Puerto Rico) more than two times in the past four years, AND
 - Has limited encoding/decoding skills in native language (as indicated by family interview and/or native language measures and/or review of academic records and/or local measures)

Does this student have limited or interrupted formal education?

- YES NO

Proceed to STEP 8.

- STEP 8:** Determine the most appropriate language instruction educational program (LIEP) based on the student's English language proficiency and native language proficiency if available.

NOTE: If the student has an IEP, then EL and Special Education personnel MUST collaborate to determine program and academic placement.

Program Placement:

Proceed to STEP 9.

- STEP 9:** Provide the parent with a detailed program description and explain the identification and placement decision. The parent has the right to refuse placement in a specialized, separate LIEP. See [PDE guidance concerning parental right to refuse services](#). **Proceed to STEP 10.**
- STEP 10:** The parent accepts or refuses placement in part or in whole in the LIEP. If, after the district notifies the parent of their option to refuse specialized LIEP services, the parent does not respond, then the district may proceed with the recommended program placement. **Proceed to STEP 11.**
- STEP 11:** Notify the receiving school of student's identification and placement. **Proceed to STEP 12.**
- STEP 12:** Initiate an active service record in the district SIS. If the student has limited or interrupted formal education, then ensure that LIFE is identified. **Proceed to STEP 13.**
- STEP 13:** Schedule the student based on program placement and English language proficiency.

NOTE: The is responsible for ensuring that all teachers with whom ELs are scheduled have English language proficiency information for their ELs. This includes general education teachers.

The procedure is complete. Attach the HLS form and parent refusal acknowledgement form (if completed) to this form and file them in student's record. Copies of this form should be given to ESL and general education teachers who will be working with this student.

Appendix A

Students who have or are suspected of having a disability

If a student arrives with an IEP or is suspected of having a disability (i.e. parent informs enrollment personnel that the student has a disability), then enrollment personnel must coordinate with Special Education staff to complete this procedure.

If the student arrives with an IEP:

Screening, if required, must be completed with appropriate accommodations and the test results must be interpreted in consultation with Special Education personnel.

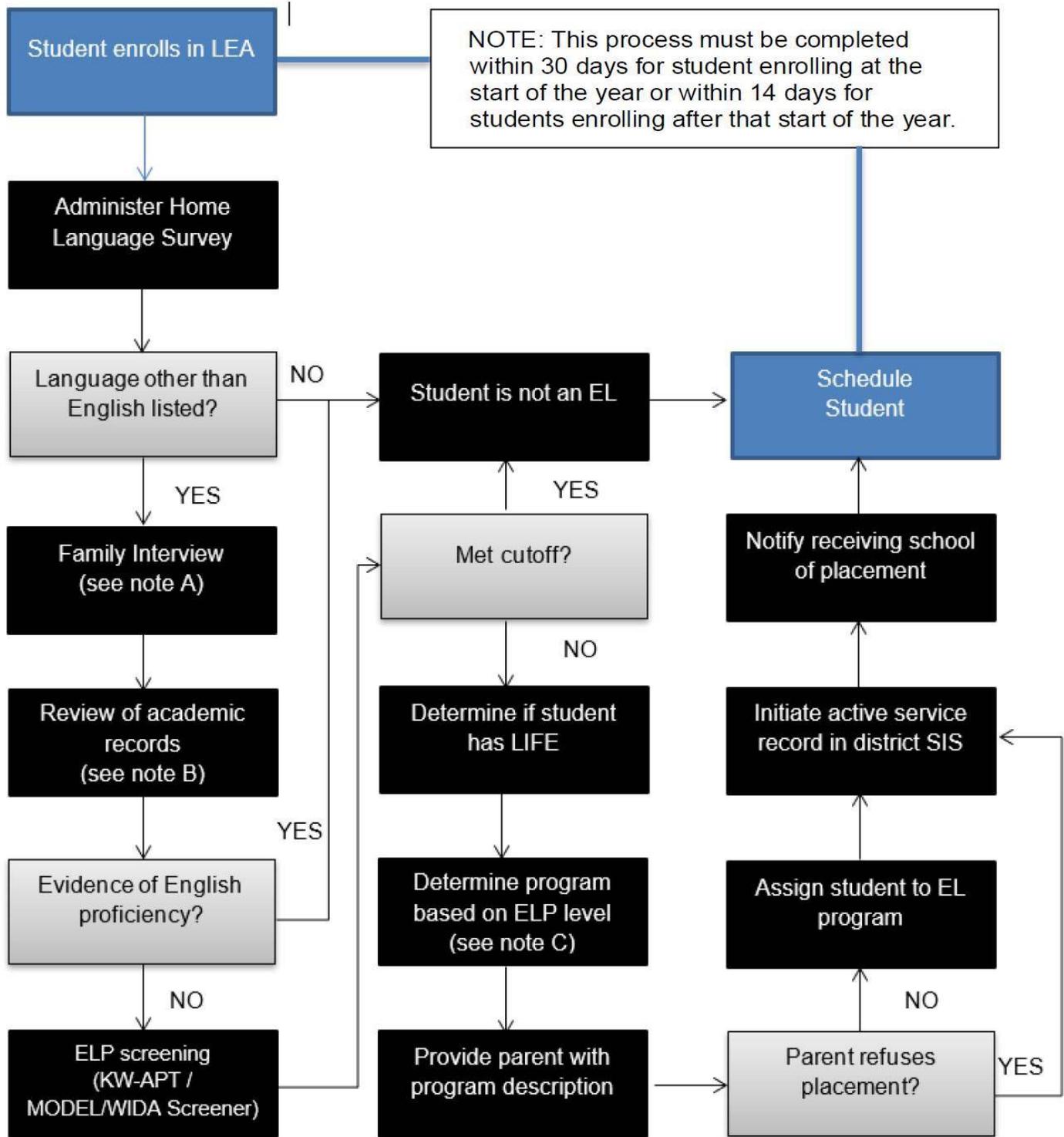
If the student is suspected of having a disability but a determination cannot be made prior to completing this procedure:

Screening, if required, must be completed with any administrative considerations, universal tools, or accommodations that the ESLSPED educators deem necessary. This procedure must be completed in accordance with the outlined guidelines and the student must be placed in the appropriate language instruction educational program (LIEP) based on the information available at the conclusion of the identification procedure.

If, after the student is placed in the LIEP, the student is determined to have a disability that may have affected the screening (e.g. requires a testing accommodation that was not offered), then the student must be re-screened using the appropriate accommodations. If the student does not meet the criteria for identification as an EL based on this subsequent testing, then the district must contact PDE to remove the EL identifier and the student should be removed from the LIEP.

Appendix B

English Learner (EL) Identification Procedure Flowchart



Note A:

A student who comes from an environment where English is not the dominant language or who has been exposed to another language (HLS indicates other languages) is not necessarily an EL and does not necessarily need to be screened for English language proficiency if there is compelling evidence suggesting that the student is proficient in English. Parent permission to screen for language proficiency is **NOT** required; however, a parent interview must be conducted prior to screening. The parent interview should be standardized to some degree (see parent interview on pages 1 and 2) and the information gathered should be filed with the student's other enrollment documentation. The parent interview can serve to determine whether or not to screen a potential EL. If the evidence gathered during the parent interview is indeterminate, then an academic records review may be used to indicate English proficiency and preclude screening.

Note B:

If after the parent interview it is unclear whether or not a student should be screened for English proficiency, then a thorough review of any available academic records should be conducted to find evidence of English language proficiency. Some examples of this type of evidence are:

- Transcripts from previously attended U.S. schools with passing grades in core content classes
- Statewide assessment results from previously attended U.S. schools indicating English proficiency (may be from other states)
- District assessment results from previously attended U.S. schools indicating English proficiency (may be from other states)
- Notes and/or other less formal indicators regarding language proficiency contained in the student's academic records

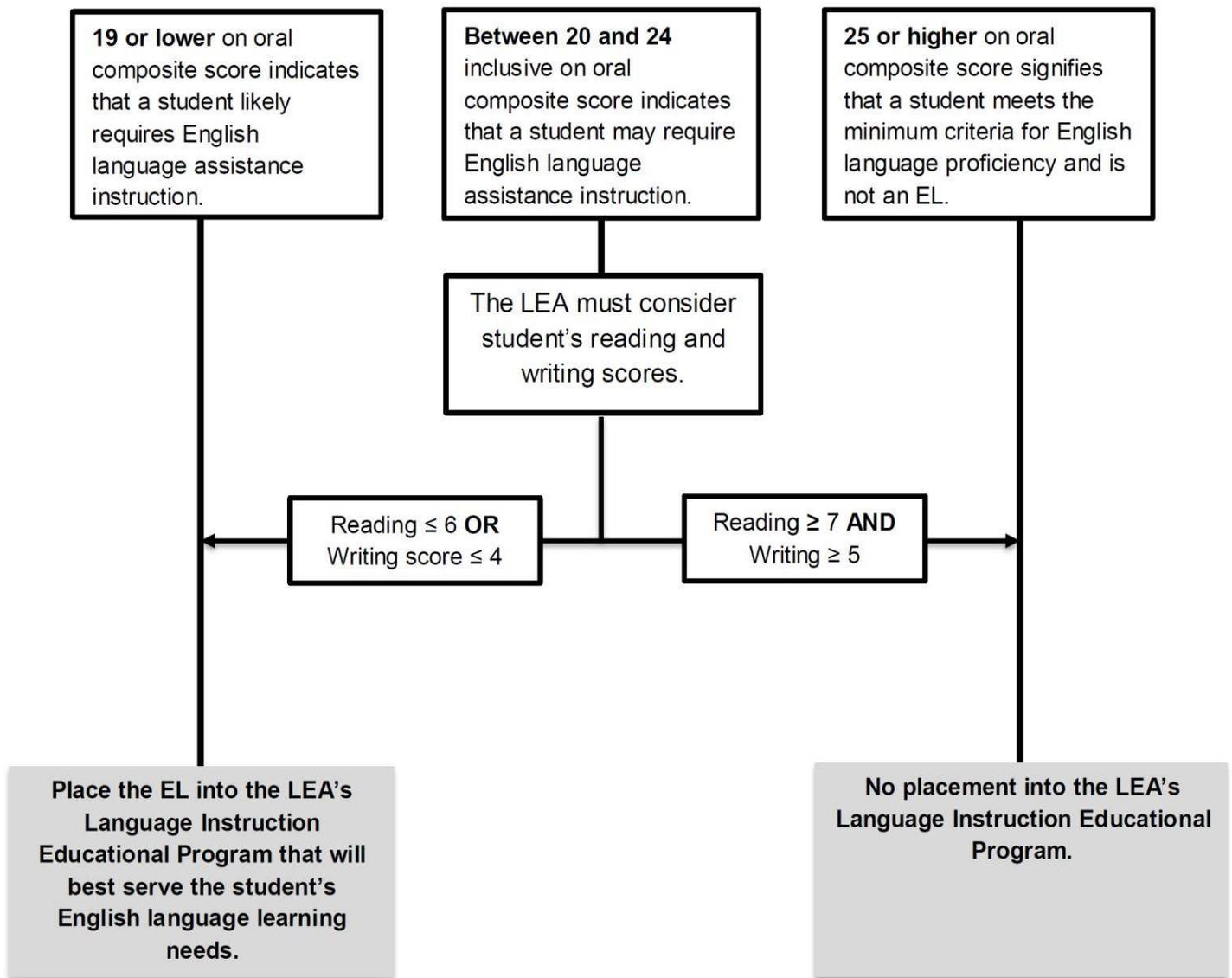
Note C:

If the student has an IEP, then EL and Special Education personnel **MUST** collaborate to determine program and academic placement.

Appendix C

Kindergarten English Learner (EL) Identification and Placement Process Flowchart

When using the KW-APT only



Appendix D

Selection of appropriate grade-level cluster test forms

For the WIDA Screener and MODEL, the appropriate grade-level cluster form to administer to students depends on the time of year when the test is being administered and the current grade of the student. For students in the first semester of the first year of a grade-level cluster, the district should administer the next lower grade cluster form. See the table below.

WIDA Screener Selection

Grade	1*		2		3		4		5		6		7		8		9		10		11		12	
Semester	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2
Grade-Cluster Form	Grade 1 Test		Grades 2–3 Test				Grades 4–5 Test				Grades 6–8 Test				Grades 9–12 Test									

* Districts have the option of using the grade 1 WIDA Screener or the Kindergarten MODEL for first semester 1st graders.

WIDA MODEL Selection

GRADE	K		1		2		3		4		5		6		7		8		9		10		11		12			
Semester	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2
Grade-Cluster Form	K Screener		Grades 1-2 Screener				Grades 3-5 Screener				Grades 6-8 Screener				Grades 9-12 Screener													

Kindergarten students may be administered the KW-APT or the MODEL. The KW-APT may NOT be administered to first semester 1st graders.

KW-APT

GRADE	K	
Semester	1	2
Grade-Cluster Form	KW-APT	

Appendix IV: State Required Reclassification, Monitoring, and Re-Designation of English Learners (ELs)

State required reclassification criteria

Districts must employ uniform procedures in accordance with state requirements for reclassifying English learners (ELs) as former ELs (FELs) when they attain proficiency. This document outlines the procedure and rules for doing so.

An EL must demonstrate the ability to access challenging academic content and interact with other students and teachers both academically and socially in an English language setting to be considered for reclassification. Evidence of this ability is demonstrated by the student on the annual English language proficiency assessment, ACCESS for ELLs[®], and gathered by teachers using standardized language use inventories (Appendix A).

Using the following system, the ACCESS for ELLs[®] and the language use inventory together produce a single score. If that score exceeds the state-defined threshold, then the student is eligible to be reclassified.

See Appendix D for a sample reclassification cover sheet. Districts are free to develop their own form of documenting the reclassification decision for ELs, but it must, at a minimum, include the information contained on the sample form.

Two language use inventories must be completed. An ESL teacher must complete one of the inventories when possible. The other inventory may be completed by a single content teacher or a team of content teachers. In cases in which an ESL teacher cannot complete an inventory (e.g., students whose parents have refused services and who are not seen by an ESL teacher or ELs in higher proficiency levels who do not work with an ESL teacher regularly), both inventories may be completed by content teachers or teams of teachers. If only one teacher can accurately complete the inventory (e.g., elementary classes in which the classroom teacher is ESL certified and provides both content and language instruction and there is no other teacher or administrator who can accurately complete the inventory), one inventory may be completed and the single score is multiplied by two. **The two inventories do not need to agree.**

The language use inventories must be completed prior to the release of ACCESS scores each year for students who, based on teacher input and previous ACCESS scores, are likely to reach the threshold. Once ACCESS scores are released, the points are added to the points from the rubrics to determine if students are eligible to be reclassified.

NOTE: In some cases, students who were not identified as likely to reach the ACCESS score threshold and for whom no language use inventories were completed will unexpectedly achieve a score exceeding the

threshold. Language use inventories may be completed after ACCESS scores are released in these limited cases, but they must be completed prior to October 1 of the following school year.

The reclassification window begins when ACCESS scores are published and ends on October 1 of the following school year. Although language use inventories must be completed as part of the reclassification decision-making and evidence-gathering process prior to the opening of the window, no changes to a student’s status can be made in local data systems or in PIMS between October 1 and the date on which the district receives ACCESS scores each year.

Districts must develop local plans for how to:

- select content teachers who will complete the inventories
- manage the decision-making/reporting process using this procedure and these criteria
- train staff to use the rubrics and evaluate the students’ language use
- hold teachers accountable for completing the inventories
- select students for whom inventories will be completed in anticipation of qualifying ACCESS scores

Each language use inventory produces a single score and the sum of the two inventory scores is added to the ACCESS for ELLs® *points assigned* to determine if the student meets the minimum threshold for reclassification.

The following tables display the points possible from the ACCESS for ELLs® and the language use inventories:

ACCESS Proficiency Level Score	Points Assigned
4.5-4.7	3.6
4.8-5.0	4.5
5.1-5.3	5.8
>5.3	8.4

Language Use Inventories		ESL Teacher			Content Teacher		
		Low	Moderate	High	Low	Moderate	High
Rubric 1	Interaction	0	0.3	0.5	0	0.3	0.5
	Listening	0	0.3	0.5	0	0.3	0.5
	Speaking	0	0.3	0.5	0	0.3	0.5
	Reading	0	0.3	0.5	0	0.3	0.5
Rubric 2	Writing: Cohesion	0	0.2	0.3	0	0.2	0.3
	Writing: Word/Phrase	0	0.2	0.3	0	0.2	0.3
	Writing: Grammar/Sentences	0	0.2	0.3	0	0.2	0.3
	Writing: Genre - Narrative	0	0.2	0.3	0	0.2	0.3
	Writing: Genre - Report & Essays	0	0.2	0.3	0	0.2	0.3
	Writing: Genre - Arguments	0	0.2	0.3	0	0.2	0.3

Total possible points from both inventories 7.6 Total Possible Points from all components: 16

Threshold for reclassification: 10.5

When this reclassification score is equal to or greater than the cutoff, then a student *should* be reclassified. However, if there is compelling evidence to suggest that a student should remain identified as an EL when his/her score exceeds the cutoff, and this evidence is documented along with the ACCESS for ELLs® score report and language use inventory forms, then the EL status may be retained.

ELs with Disabilities - taking the ACCESS for ELLs®

An EL with a disability who has not met the criteria outlined above may be considered for reclassification if:

1. The student has an IEP, **AND**
2. The student has been continuously enrolled in an LIEP 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% between any two years or total over the three most recent testing cycles, **AND**
4. The school has documented evidence* that the student has been provided with the appropriate level of language support, including ELD instruction, throughout his/her enrollment in the LIEP, **AND**
5. A school-based team recommends reclassification. *See below for team composition and recommendation protocol.*

* Documented evidence can include schedules indicating ELD instructional times, specific language supports used, ELD curriculum indicating areas of language instruction covered, language use evaluations based on WIDA rubrics or PA reclassification rubrics, modifications made to assessments, IEP addressing ELD instruction or language needs, etc.

To calculate the percent difference between scores, use the following formula:

$$\Delta \text{OCPL} / \text{OCPL1 (100)} = \% \text{ change}$$

Δ OCPL: *Difference between the overall composite proficiency level from year one and year two, year two and year three, or year one and year three*

OCPL1: *overall composite proficiency level from the first of the two years being compared*

For example, the percent difference between a score of 4.3 and 4.5 is $(.2/4.3)*100$, which is 4.65%.

School-based team composition and recommendation protocol:

The following individuals must be included on the team that considers the body of evidence and determines whether to reclassify an EL with a disability:

- At least one expert on the student's English language acquisition
- At least one expert on the student's special education goals and services
- At least one expert on the student's general education content achievement
- At least one family member (and any requisite interpreters/cultural liaisons)
- Any related service providers who work with the student

A single team member may fill more than one of the roles identified above. High

Priority Evidence to consider:

- Standardized or curriculum-based assessments special education teachers and related service providers use to monitor students' progress towards IEP goals that are relevant to developing English language proficiency
- Classroom observations of students' language use
- Language samples demonstrating listening, speaking, reading, and writing skills
- Student work samples or portfolios
- Teacher input on students' English language development progress
- Family input on students' language development and use at home
- Data related to how the student was initially identified as an EL
- Review of English learner services across the most recent four years to ensure the student has received adequate English language development instruction and language support for content learning during that time

Evidence to consider if available:

- Assessments that evaluate students' proficiency in their home/primary language
- Language use inventories
- Comparable data from similar EL peer group (other ELs with similar profiles)

Questions that must be addressed by the team:

1. Has the student received adequate ELD instruction and language supports commensurate with his/her ELP level for the most recent four years?
2. Is this student able to effectively communicate in English?
3. Is the EL making progress toward meeting PA Core Standards in listening, speaking, reading, and writing on par with ELs who have similar profiles?
4. Are any ACCESS for ELLs domain scores that affect the student's ability to reach an overall composite proficiency level of 4.5 directly related to the student's disability?

If the answer to any of these questions is 'no', then the team must carefully consider the student's continued participation in the LIEP until such time that the student will no longer benefit from continued specialized English language development instruction and supports.

See Appendix E for a sample reclassification cover sheet. Districts are free to develop their own form of documenting the reclassification decision for ELs with disabilities, but it must at a minimum include the names of the team members involved, the evidence that was analyzed, the student's current ACCESS scores, and answers to the four questions above. The form should be filed with the student's permanent record.

Els with Disabilities (taking the Alternate ACCESS for ELLS®)

ELs who are eligible for and take the Alternate ACCESS for ELLS® may be considered for reclassification when:

1. 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**
2. the IEP team, with input from an ESL/bilingual education professional, recommends reclassification.

Although language use inventories are not required for ELs with disabilities as part of the reclassification process, teachers should consider completing them in cases where it is appropriate as a way to document language proficiency at the time of reclassification and for future reference if needed.

For more detailed guidance related to ELs with disabilities, please see the guidance contained on the Bureau of Special Education website at www.pattan.net.

Monitoring of former ELs

Districts must include in their LIEP uniform procedures in accordance with state requirements for actively monitoring the progress of former ELs (FELs) for a period of two years after reclassification and reporting FELs to the state for an additional two years (total of four years of monitoring status).

Active Monitoring Period – first two years after reclassification

Districts must ensure that ELs in the first two years after reclassification do not struggle academically as a result of persistent language barriers. To do this, districts must develop and implement a process for actively monitoring students' progress and achievement in the general academic program delivered without specialized, planned language supports.

Districts are free to create their own process, but it must, at a minimum, include tracking student progress in all core academic classes and soliciting feedback from core academic teachers periodically throughout the school year with sufficient frequency to preclude a student falling significantly behind.

Additional monitoring period – third and fourth years after reclassification

Districts are required to continue reporting FELs to the state in PIMS for an additional two years after the active monitoring period. Districts are not required to actively monitor the progress and academic achievement of ELs in the general education program during these years. At the end of the fourth year after reclassification, ELs are coded as *Former ELs – no longer monitored* for the remainder of their time in school.

Re-designating former ELs

If it is determined during the active monitoring phase that an EL is struggling academically as a result of persistent language barriers, then the district must have plans in place to re-designate that former EL as an active EL and re-enroll him/her in the LIEP. The district must demonstrate that the FEL is struggling as a result of persistent language acquisition needs and not academic needs, which require academic supports and/or interventions.

FELs who have been re-designated as active ELs must meet the state-required criteria to be reclassified as FELs. In cases such as these, the monitoring process starts over from year 1 upon the second reclassification.

APPENDIX A:

Grade: Kindergarten

Rubric 1 - Interaction, Listening, Speaking, and Reading Language Use Inventory

Student:

PASID:

Date:

Evaluator's name:

Content Area:

Observation Date(s) (range of dates during which the observation information was gathered):

This rubric should be used to evaluate a student's use of language as part of the reclassification process. The evaluation must consist of multiple observations, although it is not necessary to complete multiple inventories. It is recommended that the teacher who will complete this inventory be well-trained in the use of the rubric and begin to make notes of the students' language use in enough time to develop a firm evaluation before completing this inventory.

Interaction:

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can engage in very short social exchanges and sustain the conversation with substantial support. Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar topics and activities, possibly using provided language frames or structures.	Can function in most social situations in the classroom. Can enter unprepared in conversation on topics that are familiar, of personal interest, or connected to everyday life. Can use provided language frames or structures as models for original expression.	Can use language spontaneously, flexibly, and effectively for social and academic purposes. Can formulate ideas and opinions with precision and relate contributions skillfully to those of other speakers.	

Listening:

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can understand the main point in simple messages in slow and clear standard speech. Can understand phrases and high frequency vocabulary related to familiar topics.	Can understand the main points in slow and clear standard speech on familiar topics in discussions, presentations, and educational videos.	Can understand extended speech even when it is not clearly structured and when relationships are only implied and not signaled explicitly.	

Speaking:

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can use a series of connected phrases and short, simple sentences to talk in simple terms about familiar topics.	Can use a series of connected phrases and short, simple sentences to talk in simple terms about familiar and academic topics.	Can present clear, expanded discourse about a familiar or academic topic using some content-specific vocabulary.	

Reading:

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can apply grade-level phonics and word analysis skills in decoding with substantial support or inability.	Can apply grade-level phonics and word analysis skills in decoding with limited prompting and support.	Can apply grade-level phonics and word analysis skills in decoding.	

Total Points:

Grade: Kindergarten

Rubric 2 - Written Expression Language Use Inventory

Expansion of Repertoires: Cohesion

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can use drawings and/or labels to link some or most details in a story.	Can use drawings OR words to link details in a story.	Can use drawings, words AND simple phrases to link details in a story.	

Accuracy: Word/ Phrase

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can sequence some letters needed to produce frequently used sight words, but with significant errors that hinders readability. Not able to be to produce phrases or sentences.	Can sequence most letters needed to produce recognizable frequently used/sight words. May include inventive spelling. Can produce phrases and some simple sentences.	Can sequence most letters needed to produce recognizable words. May include inventive spelling following recognizable conventions. Can produce simple sentences.	

Accuracy: Grammar/

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Consistent errors that may hinder the meaning of the writing regarding grammar.	Regularly contains some grammatical inaccuracy in either capitalization of "I" and beginning of sentence, people names, ending punctuation.	Maintains some grammatical accuracy in capitalization of "I" and beginning of sentence, people names, ending punctuation.	

Accuracy: Genre Narratives

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Draw a picture with some labels to describe the picture or story.	Draw a picture and write labels or simple phrases to describe the picture or story.	Draw a picture and write several connected sentences to describe the picture or story.	

Accuracy: Genre Information

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Draw a picture with some labels to describe a single familiar topic with minimal detail or elaboration.	Draw a picture and write labels or simple phrases about a single familiar or academic topic with limited detail or elaboration.	Draw a picture and write several connected sentences about a single familiar or academic topic with detail or elaboration such as form and function.	

Accuracy: Genre Arguments

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Draw and label to explain likes or dislikes about a familiar topic.	Can express an opinion about a familiar topic or a book. May draw and uses labels or a simple sentence to explain reasons. May use conjunction words such as "because" to support their opinion.	Can express an opinion about a familiar topic or a book. May draw and use 1 or more written sentences to explain reasons. Uses conjunction words such as "because" to support their opinion.	

Total Points:

Grade: 1**Rubric 1 - Interaction, Listening, Speaking, and Reading Language Use Inventory**

Student:

PASID:

Date:

Evaluator's name:

Content Area:

Observation Date(s) (range of dates during which the observation information was gathered):

This rubric should be used to evaluate a student's use of language as part of the reclassification process. The evaluation must consist of multiple observations, although it is not necessary to complete multiple inventories. It is recommended that the teacher who will complete this inventory be well-trained in the use of the rubric and begin to make notes of the students' language use in enough time to develop a firm evaluation before completing this inventory.

Interaction

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can engage in very short social exchanges and sustain the conversation with substantial support. Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar topics and activities, possibly using provided language frames or structures.	Can function in most social situations in the classroom. Can enter unprepared in conversation on topics that are familiar, of personal interest, or connected to everyday life. Can use provided language frames or structures as models for original expression.	Can use language spontaneously, flexibly, and effectively for social and academic purposes. Can formulate ideas and opinions with precision and relate contributions skillfully to those of other speakers.	

Listening

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can understand the main point in simple messages in slow and clear standard speech. Can understand phrases and high frequency vocabulary related to familiar topics.	Can understand the main points in slow and clear standard speech on familiar topics in discussions, presentations, and educational videos.	Can understand extended speech even when it is not clearly structured and when relationships are only implied and not signaled explicitly.	

Speaking

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can use a series of connected phrases and short, simple sentences to talk in simple terms about familiar topics.	Can use a series of connected phrases and short, simple sentences to talk in simple terms about familiar and academic topics.	Can present clear, expanded discourse about a familiar or academic topic using some content-specific vocabulary.	

Reading

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can apply grade-level phonics and word analysis skills in decoding with substantial support or inability.	Can apply grade-level phonics and word analysis skills in decoding with limited prompting and support. Read grade level text with support for purpose and understanding.	Can apply grade-level phonics and word analysis skills in decoding. Read grade-level text with purpose and understanding.	

Total Points:

Grade 1

Rubric 2 - Written Expression Language Use Inventory

Expansion of Repertoires: Cohesion

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can produce groups of words with little to no structure and little to no use of organizational patterns.	Can produce sentences with limited structure. Shows limited use of organizational patterns, and simple connectors like “and” and “because”.	Can produce clear, structured sentences, showing some use of a range of organizational patterns, and connectors.	

Accuracy: Word/ Phrase

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can use basic sentence patterns with memorized phrases, groups of a few words, and formulate in order to communicate limited information in familiar situations.	Can use more varied vocabulary that extends beyond the everyday to include some content-specific vocabulary. Can express him/ herself with some hesitation and circumlocutions.	Can select language to express him/ herself clearly using content-specific vocabulary.	

Accuracy: Grammar/ Sentence

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Frequent grammatical errors that may hinder the meaning of the writing.	May produce errors in grammar that do not hinder the meaning of the writing. Mostly writes frequently used grammatical patterns (S-V-O or “I ...”).	Maintains a high degree of grammatical accuracy (capitalization of “I”, beginning of sentence, people names/places, ending punctuation, simple tenses. May use a variety of sentence structures.	

Accuracy: Genre Narratives

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can produce a series of simple phrases and sentences on familiar topics with limited to no sequential flow. Writes minimal description or elaboration.	Can produce linearly structured narrative story with limited descriptions and limited sequential words. Uses some language to delineate either beginning, middle or end.	Can produce linearly structured narrative story with details explaining the experience with elaborations and some sequential words. Uses language to delineate beginning, middle, and end. May use pictures to illustrate their familiar story.	

Accuracy: Genre Information

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can produce a series of simple phrases and sentences on familiar topics with limited to no factual details. Writes minimal description or elaboration.	Can present with limited connection some factual information with an introduction using details on a familiar topic, but not an academic topic.	Can present connected factual information with an introduction using details from a source on an academic topic.	

Accuracy: Genre Arguments

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can express a point of view on a familiar topic in words or simple phrases without use of a conjunction word and no supporting reasons.	Can express a single-stance on a familiar topic in a single sentence stating a reason with a conjunction word such as “because”.	Can express a single-stance on a familiar topic in multiple sentences with a supporting reason. May use conjunction words such as “because” to support their opinion.	

Total Points:

Grades 2-3

Rubric 1 - Interaction, Listening, Speaking, and Reading Language Use Inventory

Student:

PASID:

Date:

Evaluator's name:

Content Area:

Observation Date(s) (range of dates during which the observation information was gathered):

This rubric should be used to evaluate a student's use of language as part of the reclassification process. The evaluation must consist of multiple observations, although it is not necessary to complete multiple inventories. It is recommended that the teacher who will complete this inventory be well-trained in the use of the rubric and begin to make notes of the students' language use in enough time to develop a firm evaluation before completing this inventory.

Interaction

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can engage in very short social exchanges and sustain the conversation with substantial support. Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar topics and activities, possibly using provided language frames or structures.	Can function in most social situations in the classroom. Can enter unprepared in conversation on topics that are familiar, of personal interest, or connected to everyday life. Can use provided language frames or structures as models for original expression.	Can use language spontaneously, flexibly, and effectively for social and academic purposes. Can formulate ideas and opinions with precision and relate contributions skillfully to those of other speakers.	

Listening

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can understand the main point in simple messages in slow and clear standard speech. Can understand phrases and high frequency vocabulary related to familiar topics.	Can understand the main points in slow and clear standard speech on familiar topics in discussions, presentations, and educational videos.	Can understand extended speech even when it is not clearly structured and when relationships are only implied and not signaled explicitly.	

Speaking

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can use a series of connected phrases and short, simple sentences to talk in simple terms about familiar topics with little to no content-specific vocabulary.	Can use a series of connected phrases and short, simple sentences to talk in simple terms and some content-specific vocabulary about familiar and academic topics.	Can present clear, expanded discourse about a familiar or academic topic using content-specific vocabulary.	

Reading

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can read very short, simple texts and find specific, predictable information with illustrations. Limited understanding of words/phrases with multiple meanings.	Can understand grade-level fiction and non-fiction texts on unfamiliar topics with some support. Use grade-level phonics and word analysis skills in decoding. Begins to understand words/phrases with multiple meanings.	Can understand grade-level fiction and non-fiction texts on unfamiliar topics. Use grade-level phonics and word analysis skills in decoding. Begins to understand idiomatic expressions and words/phrases with multiple meanings.	

Total Points:

Grade: 2-3

Rubric 2 - Written Expression Language Use Inventory

Expansion of Repertoires: Cohesion

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can produce groups of words with little to no structure and little to no use of organizational patterns.	Can produce linear sequence of sentences in writing with limited structure. Shows some use of organizational patterns, and simple connectors like “and”, “but”, and “because”.	Can produce clear, structured language, showing some use of a range of organizational patterns, connectors, and cohesive devices (such as causal, sequential or comparative).	

Accuracy: Word/ Phrase

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can use basic sentence patterns with memorized phrases, groups of a few words, and formulate in order to communicate limited information in familiar situations.	Can use more varied vocabulary that extends beyond the everyday to include some content-specific vocabulary. Can express him/ herself with some hesitation and circumlocutions.	Can select language to express him/ herself clearly using content-specific vocabulary.	

Accuracy: Grammar/ Sentence

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Frequent grammatical errors that may hinder the meaning of the writing.	May produce errors in grammar that do not hinder the meaning of the writing. Mostly writes frequently used grammatical patterns (S-V-O or “I ...”).	Maintains a high degree of grammatical accuracy (capitalization, punctuation, simple tenses, and simple subject-verb agreement). May use a variety of sentence structures.	

Accuracy: Genre Narratives

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can produce a series of simple phrases and sentences on familiar topics with limited to no sequential flow. Writes minimal description or elaboration.	Can produce linearly structured narrative story with limited elaborations and some sequential words. Uses some language to delineate beginning, middle and end.	Can produce linearly structured narrative story giving robust descriptions of experiences with elaborations and sequential words. Uses language to delineate beginning, middle and end.	

Accuracy: Genre Informative

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can produce a series of simple phrases and sentences on a research topic. Uses linked sentences to provide very short descriptions of details with little to no use of organizational structure.	Can present information using limited grouping with vague connections. Either the introduction or conclusion is omitted. Uses minimal facts with evidence of phrases or text taken directly from other sources.	Can present information grouped and connected logically with an introduction and conclusion using facts from text or other sources in their own words.	

Accuracy: Genre Opinion/Argument

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can express a point of view on a familiar topic in a series of simple sentences which may present supporting details. Uses no conjunction words.	Can express a single-stance on a familiar subject in a text with a delineated introduction or conclusion with 2 or fewer supporting reasons. Uses some conjunction words to link supporting details.	Can express a single-stance on a familiar or academic subject in a clear, well-structured text with delineated introduction and conclusion with 3 or more supporting reasons. Uses conjunction words to link supporting details.	

Total Points:

Grades: 4-12

Rubric 1 - Interaction, Listening, Speaking, and Reading Language Use Inventory

Student:

PASID:

Date:

Evaluator's name:

Content Area:

Observation Date(s) (range of dates during which the observation information was gathered):

This rubric should be used to evaluate a student's use of language as part of the reclassification process.

The evaluation must consist of multiple observations, although it is not necessary to complete multiple inventories. It is recommended that the teacher who will complete this inventory be well-trained in the use of the rubric and begin to make notes of the students' language use in enough time to develop a firm evaluation before completing this inventory.

Interaction

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can engage in very short social exchanges and sustain the conversation with substantial support. Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar topics and activities, possibly using provided language frames or structures.	Can function in most social situations in the classroom. Can enter unprepared in conversation on topics that are familiar, of personal interest, or connected to everyday life. Can use provided language frames or structures as models for original expression.	Can use language spontaneously, flexibly, and effectively for social and academic purposes. Can formulate ideas and opinions with precision and relate contributions skillfully to those of other speakers.	

Listening

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can understand the main point in simple messages in slow and clear standard speech. Can understand phrases and high frequency vocabulary related to familiar topics.	Can understand the main points in slow and clear standard speech on familiar topics in discussions, presentations, and educational videos.	Can understand extended speech even when it is not clearly structured and when relationships are only implied and not signaled explicitly.	

Speaking

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can use a series of connected phrases and short, simple sentences to talk in simple terms about familiar topics.	Can connect phrases to talk about familiar topics using simple sentences. Can briefly give reasons and explanations for reactions, opinions, and plans.	Can present clear, detailed descriptions of complex subjects integrating subthemes, developing particular points, and finishing with an appropriate conclusion.	

Reading

LOW (0)	MODERATE (.3)	HIGH (.5)	Value
Can read very short, simple texts and find specific, predictable information in everyday materials (such as advertisements, letters, schedules, and menus).	Can understand texts with a familiar organization that include high frequency content-specific language. Begins to understand some idiomatic expressions and words/phrases with multiple meanings.	Can understand long and complex fiction and non-fiction texts on unfamiliar topics, appreciating distinctions of style.	

Total Points:

In the event that a teacher finds it challenging to distinguish between two levels in the Interaction, Listening, Speaking, and Reading Inventory rubric, the extension rubric in Appendix B can be used to assist in deciding. It offers a finer level of detail. That rubric is only for reference. It is not completed as part of the inventory.

Grades: 4-12

Rubric 2 - Written Expression Language Use Inventory

Expansion of Repertoires: Cohesion

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can link groups of words with simple connectors like "and," "but," and "because."	Can link simple and discrete elements into a connected, linear sequence of points. Uses similar language to describe different relationships between ideas (such as additive, causal, sequential, comparative, or conditional).	Can produce clear, smoothly flowing, well-structured speech, showing controlled use of a range of organizational patterns, connectors, and cohesive devices.	

Accuracy: Word/ Phrase

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can use basic sentence patterns with memorized phrases, groups of a few words, and formulae in order to communicate limited information in familiar situations.	Can use more varied vocabulary that extends beyond the everyday to include some content-specific vocabulary. Can express him/ herself with some hesitation and circumlocutions on familiar topics.	Can strategically select language to express him/ herself clearly in an appropriate style on a wide range of academic topics without having to restrict what he/she wants to say.	

Accuracy: Grammar/ Sentence

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can employ some simple structures with minimal or partial consistency. Formulates short, simple sentences with a predictable structure.	Uses reasonably accurately a repertoire of frequently used grammatical patterns associated with predictable situations. Uses mostly simple sentences.	Maintains a high degree of grammatical accuracy; errors are rare, difficult to spot, and generally corrected when they occur. Uses a variety of sentence structures.	

Accuracy: Genre Narratives

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can use a series of simple phrases and sentences on familiar topics. Can use linked sentences to provide very short, basic descriptions of events and experiences.	Can produce straightforward, detailed descriptions on a range of familiar subjects. Can narrate experiences and events, describing feelings and reactions in simple connected text.	Can put forth clear, smoothly flowing stories and descriptions of experiences in a style appropriate to the genre adopted. Uses language effectively to draw in the reader	

Accuracy: Genre Reports & Essays

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can use a series of simple phrases and sentences on familiar topics. Can use linked sentences to provide very short, basic descriptions of known opinions and phenomena.	Can summarize, report, and give his/her opinion about accumulated factual information on familiar topics and following a standardized format.	Can present information on complex subjects in clear, well structured text, underlining relevant salient issues. Can expand and support interpretations at some length with subsidiary points, reasons, and relevant examples.	

Accuracy: Genre Arguments

LOW (0)	MODERATE (.2)	HIGH (.3)	Value
Can express a point of view on a familiar topic in a series of simple sentences. Can exchange basic factual information and discuss solutions to familiar problems using simple linked sentences.	Can pass on routine factual information and state reasons for actions in brief text following a standardized format.	Can present arguments on complex subjects in clear, well-structured text that may include counter argumentation. Can support arguments at some length with subsidiary points, reasons, and relevant examples.	

Total Points:

In the event that a teacher finds it challenging to distinguish between two levels in the Written Expression Inventory rubric, the rubric in Appendix C can be used to assist in deciding. It offers a finer level of detail. That rubric is only for reference. It is not completed as part of the inventory.

APPENDIX B

Grades: 4-12

The student's command of language indicates to most audiences that he/she:

Interaction

LOW	LOW+	MODERATE	MODERATE+	HIGH	HIGH+
Can interact in a simple way provided the other person is prepared to repeat or rephrase things at a slower rate of speech and help formulate what the learner is trying to say. Can ask and answer simple questions in areas of immediate need or on very familiar topics.	Can engage in very short social exchanges and sustain the conversation with substantial support. Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar topics and activities, possibly using provided language frames or structures.	Can function in most social situations in the classroom. Can enter unprepared in conversation on topics that are familiar, of personal interest, or connected to everyday life. Can use provided language frames or structures as models for original expression.	Can interact with a degree of fluency and spontaneity (without relying on provided language frames or structures) that makes regular interaction with others possible. Can take an active part in academic discussions in familiar contexts and on familiar topics, accounting for and sustaining his/her views.	Can use language spontaneously, flexibly, and effectively for social and academic purposes. Can formulate ideas and opinions with precision and relate contributions skillfully to those of other speakers.	Can use language spontaneously, flexibly, and effectively for social and academic purposes. Can formulate ideas and opinions with precision and relate contributions skillfully to those of other speakers.

Listening

LOW	LOW+	MODERATE	MODERATE+	HIGH	HIGH+
Can recognize familiar words and basic phrases on familiar topics when people speak slowly and clearly.	Can understand the main point in simple messages in slow and clear standard speech. Can understand phrases and high frequency vocabulary related to familiar topics.	Can understand the main points in slow and clear standard speech on familiar topics in discussions, presentations, and educational videos.	Can understand extended speech and lectures, presentations, and videos and follow even complex lines of argument provided the topic is reasonably familiar.	Can understand extended speech even when it is not clearly structured and when relationships are only implied and not signaled explicitly.	Has no difficulty in understanding any kind of spoken language, whether live or broadcast, even when delivered at fast speed.

Speaking

LOW	LOW+	MODERATE	MODERATE+	HIGH	HIGH+
Can use simple phrases and sentences to describe familiar topics.	Can use a series of connected phrases and short, simple sentences to talk in simple terms about familiar topics.	Can connect phrases to talk about familiar topics using simple sentences. Can briefly give reasons and explanations for reactions, opinions, and plans.	Can present clear, detailed descriptions on a wide range of familiar subjects. Can explain a viewpoint on a topical issue giving the advantages and disadvantages of various options.	Can present clear, detailed descriptions of complex subjects integrating sub-themes, developing particular points, and finishing with an appropriate conclusion.	Can present clear, smoothly flowing description or argument in a style appropriate to the context and with an effective structure, which helps the recipient notice significant points.

Reading

LOW	LOW+	MODERATE	MODERATE+	HIGH	HIGH+
Can understand familiar names, words, and very simple sentences, for example on visual representations with little text (such as in posters and ads).	Can read very short, simple texts and find specific, predictable information in everyday materials (such as advertisements, letters, schedules, and menus).	Can understand texts with a familiar organization that include high frequency content-specific language. Begins to understand some idiomatic expressions and words/ phrases with multiple meanings.	Can understand non-fiction texts on unfamiliar topics in which the writer adopts a particular attitude or viewpoint. Can identify relevant details in contemporary fiction.	Can understand long and complex fiction and nonfiction texts on unfamiliar topics, appreciating distinctions of style.	Can read with ease virtually all forms of written language, including structurally or linguistically complex texts.

APPENDIX C

Grades: 4-12

Expansion of Repertoires: Cohesion

Low	Low+	Moderate	Moderate+	High	High+
Can link words or groups of words with very basic linear connectors like "and" or "then."	Can link groups of words with simple connectors like "and," "but," and "because."	Can link simple and discrete elements into a connected, linear sequence of points. Uses similar language to describe different relationships between ideas (such as additive, causal, sequential, comparative, or conditional).	Can use a growing number of cohesive devices to link his/her statements into clear, coherent discourse, though there may be some "jumpiness" in a longer text.	Can produce clear, smoothly flowing, well-structured speech, showing controlled use of a range of organizational patterns, connectors, and cohesive devices.	Can create coherent and cohesive discourse making full and appropriate use of a variety of organizational patterns and wide range of connectors and other cohesive devices.

Accuracy: Word/Phrase

Low	Low+	Moderate	Moderate+	High	High+
Can use high frequency words and simple phrases related to personal details and particular concrete situations.	Can use basic sentence patterns with memorized phrases, groups of a few words, and formulae in order to communicate limited information in familiar situations.	Can use more varied vocabulary that extends beyond the everyday to include some content-specific vocabulary. Can express him/herself with some hesitation and circumlocutions on familiar topics.	Has sufficient range of language to give clear descriptions, express viewpoints on most general topics, without much conspicuous searching for words.	Can strategically select language to express him/herself clearly in an appropriate style on a wide range of academic topics without having to restrict what he/she wants to say.	Shows great flexibility in reformulating ideas to effectively convey finer shades of meaning, emphasize, differentiate, and clarify. Uses appropriately many idiomatic expressions.

Accuracy: Grammar/Sentence

Low	Low+	Moderate	Moderate+	High	High+
Has some control of a few simple grammatical structures and sentence patterns in a memorized repertoire.	Can employ some simple structures with minimal or partial consistency. Formulates short, simple sentences with a predictable structure.	Uses reasonably accurately a repertoire of frequently used grammatical patterns associated with predictable situations. Uses mostly simple sentences.	Shows relatively high degree of grammatical control. Does not make errors that cause misunderstanding and can correct most of his/her mistakes. Uses simple and some complex sentences.	Maintains a high degree of grammatical accuracy; errors are rare, difficult to spot, and generally corrected when they occur. Uses a variety of sentence structures.	Maintains grammatical accuracy when using complex language, even when attention is otherwise engaged (e.g., in forward planning or monitoring others' reactions). Uses a range of grammar and sentence structures strategically.

Accuracy: Genre Narrative

Low	Low+	Moderate	Moderate+	High	High+
Can use simple phrases and sentences about familiar topics.	Can use a series of simple phrases and sentences on familiar topics. Can use linked sentences to provide very short, basic descriptions of events and experiences.	Can produce straightforward, detailed descriptions on a range of familiar subjects. Can narrate experiences and events, describing feelings and reactions in simple connected text.	Can produce clear, detailed descriptions of experiences and events. Can follow established genre conventions in marking relationships between ideas and organizing the text.	Can put forth clear, smoothly flowing stories and descriptions of experiences in a style appropriate to the genre adopted. Uses language effectively to draw in the reader.	

Accuracy: Genre Reports & Essays

Low	Low+	Moderate	Moderate+	High	High+
Can use simple phrases and sentences about familiar topics.	Can use a series of simple phrases and sentences on familiar topics. Can use linked sentences to provide very short, basic descriptions of known opinions and phenomena.	Can summarize, report, and give his/her opinion about accumulated factual information on familiar topics, following a standardized format.	Can develop an idea with appropriate highlighting of significant points and relevant supporting detail. Can evaluate different ideas or solutions to a problem and synthesize information from a number of sources.	Can present information on complex subjects in clear, well-structured text, underlining relevant salient issues.	Can expand and support interpretations at some length with subsidiary points, reasons, and relevant examples.

Accuracy: Genre Arguments

Low	Low+	Moderate	Moderate+	High	High+
<p>Can use simple phrases to express an opinion on a familiar topic.</p>	<p>Can express a point of view on a familiar topic in a series of simple sentences. Can exchange basic factual information and discuss solutions to familiar problems using simple linked sentences.</p>	<p>Can pass on routine factual information and state reasons for actions in brief text following a standardized format.</p>	<p>Can develop an argument, giving reasons in support of or against a particular point of view and explain the advantages and disadvantages of various options. Can synthesize arguments from a number of sources.</p>	<p>Can present arguments on complex subjects in clear, well- structured text that may include counter argumentation. Can support arguments at some length with subsidiary points, reasons, and relevant examples.</p>	

APPENDIX D

Reclassification Cover Sheet

Student Name:

PASID:

DATE:

Grade:

School District: School:

ACCESS for ELLs® Proficiency Level (overall composite)	Reclassification Points
4.5-4.7	3.6
4.8-5.0	4.5
5.1-5.3	5.8
>5.3	8.4

ACCESS for ELLs® Proficiency Level: ACCESS for

ELLs® Reclassification Points: Points from

language use inventory #1: Points from

language use inventory #2: TOTAL Points for

Reclassification:

Does the total number of points meet or exceed the threshold of 10.5?

Based on the student's ACCESS for ELLs® overall proficiency level score and use of language as observed by his/her teachers, this student **is recommended** / **is not recommended** for reclassification as a former EL.

If the student's score is equal to or exceeds the threshold of 10.5, but the student is not recommended for reclassification, then provide an explanation below:

Notes:

ESL Teacher/Coordinator Signature:

ESL Teacher/Coordinator Printed

Name:

Appendix E

Reclassification Cover Sheet

(for ELs with an IEP only)

Student Name:

PASID:

DATE:

Grade:

School District:

School:

Overall composite proficiency level:

Listening proficiency level:

Speaking proficiency level:

Reading proficiency level:

Writing proficiency level:

Team members present for recommendation discussion:

Required criteria

The student is only eligible for reclassification if all the answers to the following questions are YES.

1. Does the student have an IEP? **YES / NO**
2. Has the student been continuously enrolled in an ESL/bilingual education program for at least four years? **YES / NO**
3. Has the student's overall composite proficiency level score on the ACCESS for ELLs[®] **NOT** increased by more than 10% at any point or total over the three most recent testing cycles?
YES / NO

List the three most recent ACCESS overall composite proficiency level scores:

- 1.
 - 2.
 - 3.
4. Is there documented evidence that the student has been provided with the appropriate level of language support, including ELD instruction, throughout his/her enrollment in the LIEP? **YES / NO**

Evidence that was evaluated by the team in making the recommendation for reclassification:

1. Has the student received adequate ELD instruction commensurate with his/her ELP level for the most recent four years? **YES / NO**
2. Is this student able to effectively communicate in English? **YES / NO**
3. Is the EL making progress toward meeting PA Core Standards in listening, speaking, reading, and writing on par with ELs who have similar profiles? **YES / NO**
4. Are any ACCESS for ELLs domain scores that affect the student's ability to reach an overall composite proficiency level of 4.5 directly related to the student's disability? **YES / NO**
If yes, explain:

If the answer to any of the above questions is "no", then the notes must contain a description of compelling evidence that the student should be reclassified as a former EL in spite of the fact that there is an indication that he/she may benefit from continued participation in the LIEP.

Based on the student's ACCESS for ELLs® overall proficiency level score and use of language as observed by his/her teachers, this student **is recommended/is not recommended** for reclassification as a former EL.

Notes:

ESL Teacher/Coordinator Signature:

ESL Teacher/Coordinator Print Name:

APPENDIX W
MEMORANDUM OF UNDERSTANDING (MOU)
WITH DREXEL UNIVERSITY

This appendix includes the following:

- MOU with Drexel University

MEMORANDUM OF UNDERSTANDING
BETWEEN DREXEL UNIVERSITY,
AND
CONNECTIONS EDUCATION LLC DBA PEARSON VIRTUAL SCHOOLS USA

This Memorandum of Understanding (“MOU”) is non-legally binding and between Drexel University, (on behalf of its Goodwin College of Professional Studies) and Pearson Virtual Schools USA (“Pearson”), collectively the (Parties) who in view of their scholarly interest, enter into this non-binding MOU on the basis of mutual understanding and values.

I. Parties

This MOU is entered into and effective upon the date the last Party signs the MOU and signifies the relationship between Drexel University on behalf of its Goodwin College of Professional Studies (Goodwin) and Pearson in providing college and career ready opportunities to Pennwood Cyber Charter School (“Pennwood” or “School”) students and professional development opportunities to Pennwood staff.

II. Purpose

Goodwin lives a mission that recognizes success can only come as a result of an educational environment steeped in flexibility, support and opportunity.

With the strong desire to provide accessible and career-oriented education to a variety of students and learners, Goodwin’s goals align exceptionally well with 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.

III. Term and Amendment of MOU

Both Parties agree to be bound by this MOU unless earlier terminated pursuant to the provisions A.1 through A.3, described below. Should either Party decide for any reason to terminate this MOU, the terminating Party will provide written notice to the other Party via certified mail or electronic mail. This MOU embodies the entire and complete understanding of the Parties and no amendment will be considered effective unless signed by both Parties. Signatures can be received electronically.

A. Termination

1. During the term of the Agreement and any subsequent renewals, either party may terminate this Agreement for any reason by providing the other Party with written notice at least sixty (60) days prior to its intention to terminate. No

termination shall become effective until the end of the academic year during which notification is given. For the purpose of this Agreement, “academic year” is intended to refer to the School’s academic year.

2. The MOU may be terminated immediately at any time by either Party upon written notice to the other party if the continuation of the MOU would:
 - a. Jeopardize Goodwin’s or the School’s status as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 (hereinafter, “Code”) or cause either Party or its officers, trustees, employees, or agents to be subject to tax under the Code, including without limitation the tax on unrelated trade or business income under section 511 of the Code or the tax on excess benefit transactions under section 4958 of the Code; or,
 - b. Subject either Party to unanticipated adverse federal, state, or local tax consequences, such as the loss of exemptions from real property tax or sales tax; or,
 - c. Materially and substantially injure the goodwill or reputation of either Party; or,
 - d. Violate applicable law or regulation or accreditation agency requirement to which each Party is subject, unless the violation is cured within thirty (30) days.
3. If either Party becomes insolvent, makes an assignment for the benefit of its creditors, is placed in the hands of a receiver, or liquidates its business, this Agreement shall be deemed terminated at the end of the then current academic year without the requirement for further action or notice by either party.

IV. Responsibilities of Goodwin

The Goodwin Readiness Modules are comprised of the following unique learning themes: Career Readiness & Preparedness, Power Skills, Technology and Wellness.

Goodwin Readiness Modules are developed and taught by highly experienced, trained and credentialed college faculty. All Goodwin Readiness Modules are developed exclusively for students attending high school, are completed online and include experiential learning activities. The Modules are designed to support individualized student goals by developing a plan in high school to their future pathway after high school.

Each of the modules will be taught by Goodwin faculty and offered to Pennwood students in grades 9-12. Each virtual session taught by Goodwin faculty will be one hour in duration, once a week for each module. Pennwood teachers can provide supplemental support to students and the modules will be facilitated in the January term. The modules will be comprised of approximately 50 students in each section. Goodwin will provide module sessions each year based on Pennwood’s high school enrollment which will grow as Pennwood grows. Assignment and module work will focus on project-based learning, with projects and learning presented in a

scaffolded design resulting in the work building from week to week and culminating into a final project which would be due at the end of a three week period.

In addition, the partnership with Pearson and Goodwin will continue throughout the academic year. Any additional programs will be mutually agreed upon by the Parties. Early discussions identified several ways to engage over the course of the year, such as: student/parent webinars on topics geared toward students and parents as well as professional development to Pennwood staff. The student/parent webinars can include topics such as, *“Understanding Financial Aid”*, *“Preparing your child for College or the workforce”* and *“Visiting College to evaluate fit”*. Touchpoints throughout the year will provide a solid foundation of consistent engagement with Drexel and Pennwood student and parents.

Completion of the modules by students will result in completion and badging recognition.

V. Responsibilities of Pearson Virtual Schools

Pearson, through its educational products and services offering to Pennwood Cyber Charter School and partnership with Goodwin, will offer unique programming to Pennwood students to advance their academic and career interests. Pearson will work with Pennwood staff to identify eligible students. Pearson and Goodwin will agree to the number of student participants for each Goodwin Readiness Modules cycle. Micro-credentialing and badging opportunities will be offered and encouraged to Pennwood families with a specific interim term established for students to participate in utilizing the Goodwin modules. Pearson will work closely with Pennwood staff to promote collaboration and partnership between Goodwin and Pennwood faculty. Pennwood may offer the interim program in addition to other Goodwin offerings to families through e-mails, advertisements, announcements and/or website information. The Goodwin partnership may be included in promotional and advertising materials, but not limited to, brochures, fliers, and website.

VI. Dual Enrollment

The Parties, in consultation with the School, will consider dual enrollment opportunities for Pennwood students in grades 11 and 12. In connection with dual enrollment opportunities, eligible Pennwood students would be able to enroll in classes at Goodwin and earn credit in such classes.

VI. Relationship of Parties

Nothing in this MOU shall be construed as making either party a joint venturer or partner, employee or agent of the other. The parties shall mutually agree upon and reduce to writing any and all fees associated with the programming outlined and envisioned in this MOU.

VII. Tuition and Other Fees

The Parties shall mutually agree upon tuition and other fees in connection with the Pennwood students attending Goodwin modules as outlined in this MOU. At no time shall students be charged directly by Goodwin to participate in the modules.

VIII. Marketing & Use of Licensed Marks

Both Parties agree that prior written approval is required before using the other Party’s name, logo, or other intellectual property rights in any advertising or associated publicity. Nothing in this agreement shall preclude Pearson from informing Pennwood’s students, faculty and community about the Program.

IX. Non-Binding MOU

This MOU is not a legally binding agreement or an offer for a legally binding agreement. It is the parties’ mutual intent to proceed in good faith to execute definitive agreements consistent with the principles and provisions of this MOU and subject to the satisfactory completion of the due diligence process; accordingly, Drexel and Pearson will be legally bound only by final, duly approved and executed definitive agreements.

The Parties through their duly authorized representatives have signed this Memorandum of Understanding below.

Drexel University

Print Name: Brian Ellis

Signature: *Brian Ellis*

Date: 9/12/22

Pearson Virtual Schools USA

Print Name: Nik Osborne

Signature: *Nik Osborne*
Nik Osborne (Sep 14, 2022 10:24 EDT)

Date: 09/14/2022

APPENDIX X

SAMPLE 403(B) PLAN

This appendix includes the following:

- Sample 403(b) Plan

Plan Type	Non-ERISA 403(b) Plan for Public Schools, Community Colleges, and Public Universities and Colleges
Plan Name	Pennwood Cyber Charter School
Address of Employer	221 W. Philadelphia Street, York, PA 17404
Employer Identification Number (EIN)	[TBD]
Designated Administrator	PenServ Plan Services, Inc.
Effective Date of the Plan	May 1, 2024
Employee Contributions	<p>Employee Elective Deferrals (Voluntary) – Effective May 1, 2024, all current employees are eligible. These contributions are “pre-tax” deferrals and reduce taxable income.</p> <p>Mandatory Employee Contributions – 5% of each eligible Employee’s compensation if hired on or after the effective date of the Plan.</p> <p>Roth Elective Deferrals - Effective May 1, 2024, all current employees are eligible. These contributions are “post-tax” deferrals and do not reduce taxable income.</p>
Additional Employee Contributions	<p>Age 50 Catch-up Contributions – Additional amounts permitted after attaining age 50</p> <p>Special Catch-up Contributions – Additional amounts permitted after 15 years of Service</p>
Enrollment Periods	Entry Dates – Eligible Employees may begin participating on the first day of the first payroll period after completing any necessary forms and a salary reduction agreement.
Employer Contributions	Employer Nonelective Contributions – 5% of Compensation on behalf of Employees hired on or after May 1, 2024 where such Employee contributes the Mandatory Employee Contribution of 5%
Vesting	<p>Employer Nonelective Contributions – Employer Nonelective Contributions contributed to Participant accounts under the Plan are 100% immediately vested.</p> <p>Elective Deferrals - All elective deferrals contributed to Participant accounts under the Plan are 100% immediately vested.</p>
Withdrawals	<p>Hardship Withdrawals – Hardship withdrawals are not permitted from this Plan.</p> <p>Participant Loans – Loans are available under the Plan subject to investment company restrictions.</p>

<p>Rollovers from Other Plans</p>	<p>Rollovers into this Plan – Participants may rollover amounts from the following plans to their 403(b) account:</p> <ul style="list-style-type: none"> • Another 403(b) Plan • A qualified plan (including a 401(k) Plan) • A 457(b) maintained by a state or local government • A Traditional IRA <p>The rollover amounts in this Plan are available to Participants at any time.</p>
<p>Exchanges/Transfers between 403(b) Providers</p>	<p>Approved Investment Providers – [TBD]</p>
<p>Contact Information</p>	<p>Plan Information – You can contact Sarah Savage, Vice President of Human Resources for immediate questions. Phone: 443-465-7848 Email: sarah.savage@pearson.com</p>

APPENDIX Y
Memorandum of Understanding (MOU) with
Cook Center for Human Connection

MEMORANDUM OF UNDERSTANDING
BETWEEN Cook Center for Human
Connection
AND
Pennwood Cyber Charter School

This Memorandum of Understanding (“MOU”) is non-legally binding and between Cook Center for Human Connection (“Cook Center”), and the Pennwood Cyber Charter School (“Pennwood”), collectively the (“Parties”) who in view of their scholarly interest, enter into this non-binding MOU on the basis of mutual understanding and values.

I. Parties

This MOU is entered into and effective upon the date the last Party signs the MOU and signifies the relationship between the Cook Center and Pennwood in providing Pennwood resources and services to ensure students overall student well-being.

II. Purpose

The mission of the Cook Center is to bring together the best organizations, programs, and products to prevent suicide, provide mental health support, and enhance human connections vital for people to thrive. The organization focuses on supporting children, families, and schools.

The resources provided by the Cook Center will dovetail with the school’s investment in whole-child wellness. The relationship will be managed by the Director of Counseling (or their designee) and will work closely with the other 29 support positions.

III. Term and Amendment of MOU

Both Parties agree to be bound by this MOU unless earlier terminated pursuant to the provisions A.1 through A.3, described below. Should either Party decide for any reason to terminate this MOU, the terminating Party will provide written notice to the other Party via certified mail or electronic mail. This MOU embodies the entire and complete understanding of the Parties and no amendment will be considered effective unless signed by both Parties. Signatures can be received electronically.

A. Termination

1. During the term of the Agreement and any subsequent renewals, either party may terminate this Agreement for any reason by providing the other Party with written notice at least sixty (60) days prior to its intention to terminate. No

termination shall become effective until the end of the academic year during which notification is given. For the purpose of this Agreement, “academic year” is intended to refer to Pennwood’s academic year.

2. The MOU may be terminated immediately at any time by either Party upon written notice to the other party if the continuation of the MOU would:
 - a. Jeopardize Cook Center’s or the Pennwood’s status as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 (hereinafter, “Code”) or cause either Party or its officers, trustees, employees, or agents to be subject to tax under the Code, including without limitation the tax on unrelated trade or business income under section 511 of the Code or the tax on excess benefit transactions under section 4958 of the Code; or,
 - b. Subject either Party to unanticipated adverse federal, state, or local tax consequences, such as the loss of exemptions from real property tax or sales tax; or,
 - c. Materially and substantially injure the goodwill or reputation of either Party; or,
 - d. Violate applicable law or regulation or accreditation agency requirement to which each Party is subject, unless the violation is cured within thirty (30) days.
3. If either Party becomes insolvent, makes an assignment for the benefit of its creditors, is placed in the hands of a receiver, or liquidates its business, this Agreement shall be deemed terminated at the end of the then current academic year without the requirement for further action or notice by either party.

IV. Responsibilities of the Cook Center

Cook Center will provide all Learning Coaches (parents) and staff with access to Mental Health Coaches within 24 hours of their request. Mental Health Coaches will respond via the coaching app within 24 hours and will provide direct, online support specific to the individual need.

Cook Center will provide, via Pennwood Counselors, access to *My Life is Worth Living*, an online, animated curriculum for students, families, and staff.

Cook Center will provide access to Mental Health Series on select topics at the Director of Counseling’s selection at a minimum of two times per school year. Participation to the series will remain anonymous.

Cook Center will provide all parents and Learning Coaches with access to online resources designed to assist them in talking to their students and understanding pre-teen and teen concerns.

Cook Center will provide virtual professional development to Pennwood’s identified staff. Professional development is \$2,000 per virtual session for up to 100 attendees.

V. Responsibilities of Pennwood

Pennwood will provide information to parents and students upon enrollment concerning access to Mental Health Coaches, the *My Life is Worth Living* series, and online Parent Guidance.

Pennwood will pay the Cook Center (a fee based on Pennwood’s enrollment) annually for access to Mental Health Coaches.

Pennwood will arrange for at minimum two (2) Mental Health Series sessions at \$1,500/session. The Director of Counseling (or their designee) will select the topic and establish online connections for families to access. Following the session, the Director of Counseling will make the recorded session available to students and parents upon request.

VI. Relationship of Parties

Nothing in this MOU shall be construed as making either party a joint venture or partner, employee, or agent of the other. The parties shall mutually agree upon and reduce to writing any and all fees associated with the programming outlined and envisioned in this MOU.

VII. Other Fees

At no time shall students, parents or Pennwood staff be charged directly by the Cook Center to participate in the programs outlined in this agreement.

VIII. Marketing & Use of Licensed Marks

Both Parties agree that prior written approval is required before using the other Party’s name, logo, or other intellectual property rights in any advertising or associated publicity. Nothing in this agreement shall preclude Pearson from informing Pennwood’s students, faculty, and community about the Program.

IX. Non-Binding MOU

This MOU is not a legally binding agreement or an offer for a legally binding agreement. It is the parties’ mutual intent to proceed in good faith to execute definitive agreements consistent with the principles and provisions of this MOU and subject to the satisfactory completion of the due diligence process; accordingly, the Cook Center and Pennwood will be legally bound only by final, duly approved and executed definitive agreements.

The Parties through their duly authorized representatives have signed this Memorandum of Understanding below.

The Cook Center for Human Connections

Print Name: John Cook

Signature:  John Cook (Aug 29, 2023 14:57 MDT)

Pennwood Cyber Charter School

Print Name: Marc LeBlond

Signature:  Marc LeBlond (Aug 29, 2023 14:27 EDT)