



Memorandum of Understanding

[Memorandum of Understanding](#) for the partnership with Boys & Girls Clubs of Western Pennsylvania.

Effective start date: February 1, 2022

Partnering Organization:

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

Lead Organization:

Boys & Girls Clubs of Western
Pennsylvania
317 East Carson Street
West Tower Suite 238
Pittsburgh, PA, 15219

This Memorandum of Understanding (MOU) is made and entered into by Boys & Girls Clubs of Western Pennsylvania (BGCWPA) and Reach Cyber Charter School. The entities listed above may collectively be referred to as the parties to this MOU.

I. PURPOSE:

The purpose of this MOU is to partner with Boys & Girls Clubs of Western PA (BGCWPA), who serves youth in clubhouses throughout Allegheny and Somerset Counties. Youth from Reach Cyber Charter School students in grades 9-12 will be able to participate in a Culinary Career Mentoring Program, where they may participate in an elective course focused on Culinary Arts. The Level 1 course will be (1) hour per week for (6) weeks or (6) total hours.



All students will be registered with the BGCWPA Teen Program. Each student who completes the Level 1 course will be invited to participate in the Level 2 intensive course with ServSafe certification, the terms of which will be decided in a later agreement.

The start-date for the elective will take place no earlier than February 1, 2022 and will take place virtually through a BGCWPA approved video meeting platform. The course will be led by an instructor whom students will directly report to; all instructors have Act 33, Act 34, FBI and NSOR clearances.

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

Reach Cyber Charter School will identify students for the program with a maximum of 30 students per semester, and will provide a list of students and any relevant paperwork for the BGCWPA Program Manager to fill out showing course completion.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The parties agree that it is to their mutual benefit and interest to work cooperatively to provide youth the Culinary Career Mentoring Elective course.

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

Reach Cyber Charter School and BGCWPA will both be active partners in communicating about Program with BGCWPA being the lead organization, and Reach Cyber Charter School being the partnering organization.

In regards to the Culinary Career Mentoring Course for students grades 9-12, **Boys & Girls Clubs of Western Pennsylvania** will provide:

- BGCWPA will employ qualified team members to work alongside youth for the duration of the program and maintain their files for BGCA compliance.
- BGCWPA will have planned programming that aligns to Program goals and objectives for each course.
- BGCWPA will create the session in our ACTIVE database that allows Reach Cyber Charter School youth to enroll into the program electronically.
- BGCWPA will share the organization's Health and Safety Plan with Reach Cyber Charter School.



- Attendance, participation and assessment results to Reach Cyber Charter School

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

- Reach Cyber Charter School will assist in the marketing distribution to the Reach Cyber Charter School students/families to allow enrollments.
- Appropriate contact information for enrolled students
- Payment of \$500 per Level 1 student participant, per semester, which includes supplies (if needed)

III. INSURANCE

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

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



BOYS & GIRLS CLUBS
OF WESTERN PENNSYLVANIA

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

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

Jane Swan CEO, Reach Cyber Charter
(Partner Organization) Name/Title

February 10, 2022

Date

Dr. Lisa M. Abel-Palmieri
Dr. Lisa M. Abel-Palmieri, President & CEO

Date

Boys & Girls Clubs of Western Pennsylvania



Memorandum of Understanding

Steeltown Entertainment Project and REACH Cyber Charter School

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Steeltown Entertainment Project (Steeltown) and REACH Cyber Charter School (REACH) to provide access for REACH high school students to attend Steeltown Film Academy (SFA) and receive internship credit towards their REACH high school education. The purpose of this MOU is to define the roles, relationships, and obligations of both parties.

Background. Steeltown Film Academy teaches and empowers students to create digital media that matters. Industry professional Teaching Artists guide, mentor, and educate students throughout their time at Steeltown and beyond. The program teaches filmmaking skills such as lighting, camera, and sound as well as valuable life skills through the filmmaking process, including collaboration, perseverance, accountability, critical thinking, communication, creative expression and what it means to be an active and responsible citizen.

Opportunities for students to engage with other filmmakers both through lectures and in on set settings, as well as field trips to various production-related businesses, organizations, and educational institutions are consistently offered at all levels of SFA. The program is offered throughout 3 semesters per year: fall and spring semesters, 12 weeks each (3 days per week) and a summer intensive for 6 weeks (4 days per week).

Steeltown Film Academy offers three levels of out-of-school programming to high school students (defined as rising 9th graders through summer post-graduates who were enrolled in a public, private, charter or online high school):

Learning Level: Our Learning Level of SFA introduces filmmaking concepts through formalized curriculum paired with project opportunities that demonstrate these skills at an increasingly advanced level throughout the semester, culminating in a final project that students work on collaboratively, from concept through completion. The semester also concludes with basic tests in lighting, audio, and camera. Students who pass these tests are then authorized to apply for the next level of internship, as well as granting them access to Steeltown's equipment for check out outside of regular Steeltown program hours.

Intern Level: Once students complete The Learning Level, they have the option to interview to join Steeltown as an intern. At this level, students support productions and content being created for clients by our Teen Film Crew or other students' content created for our web series, The Reel Teens. They continue to enrich their education in the various aspects of filmmaking



and participate in peer learning from advanced students. Students learn beyond individual skill sets to discover pathways for future careers in the entertainment industry, how to get started as an effective production assistant (PA) on set, and how the hierarchy of the industry functions, including both union and non-union pathways. They also have the opportunity to help students in the SFA program on their productions as either crew or on-camera talent. Students need to complete 100 hours at the Intern level, participate in a Peer Mentorship Training (provided by The Mentoring Partnership), and successfully complete advanced testing in audio, camera, lighting, and editing. They can then choose to interview for a paid position with Steeltown.

Teen Film Crew Level: Teen Film Crew (TFC) is a paid job with Steeltown and is open only to students who have completed both the Learning and Intern levels. Students in our TFC program can pitch ideas for original content, and develop those ideas with our teaching artists assisting as producers. Real-world pitching scenarios are created for students to experience having their project “greenlit.” Final Reel Teen projects also have the possibility of being submitted to film festivals by Steeltown on the students’ behalf (to date Steeltown productions have received several laurels that students have been able to add to their resumes/CV’s and college applications). Students are also given the option of working on client projects where they learn professional skills such as email, phone/zoom, and in person communications, as well as budgeting, deliverables, and production scheduling. TFC level students provide mentorship to Learning and Intern level students, therefore strengthening their own skills and enriching their leadership abilities. Students may stay with Steeltown at the TFC level up to and including the summer after graduation from high school.

Terms and Details. This agreement is in effect as of the date it is signed and provides for the following.

REACH Cyber Charter School agrees to the following:

1. Pay the tuition (\$2,000 per student) for up to 3 Learning Level Steeltown students per semester (in person, after school). Payment must be made in full prior to the start of each semester. A deposit of \$100 per student is required upon registration to hold the student’s spot.
2. Pay the tuition (\$2,500 per student) for up to 5 Learning Level Steeltown students per semester (fully virtual, after school). Payment must be made in full prior to the start of each semester. A deposit of \$200 per student is required upon registration to hold the student’s spot. This cost includes a “Virtual Filmmaking Kit” (see below).
3. Ensure students register at least 3 weeks in advance of the start of any semester. After this time, spots will be released to other interested students and are no longer guaranteed.
4. Students will create and provide a learning plan and activity log which will be provided in a timely manner to the Steeltown Program Manager for approval.



5. Provide any important information regarding the student's specific educational needs (such as an IEP or 504 Plan), or if any accommodations need to be made.

6. Ensure students return any pertinent releases and agreements to participate in the program.

7. At the completion of the program, provide the Steeltown Program Manager with necessary documents such as reflection forms, evaluation sheets, or any sort of off-boarding documents as required by REACH, in a timely manner.

ADDENDUM:

1. **Pay the required fees, as outlined below.**
2. **Coordinate students and registration for a Virtual Filmmaking Camp to happen once every 3 weeks from 10/26/2021-5/24/2022 on Tuesdays from 1-2PM.**
3. **Any and all additional considerations as outlined above.**

Steeltown Entertainment Project agrees to provide the following:

1. Approximately 100 hours of education and training to REACH students each semester.

2. All adults will have state mandated clearances for working with high school youth and appropriate skills and experiences to execute the program. Clearances can be provided by request.

3. Any camera, lighting, or editing equipment students might need to perform the assigned tasks within the program.

- a. For virtual students, this includes the shipment of a "Virtual Filmmaking Kit" which includes items including but not limited to: lenses for smartphones, microphones, audio recording device, etc. These kits will be shipped by Steeltown to the student prior to the start of the semester and will be theirs to keep.

4. Sign off on activity logs that students will be responsible for providing.

5. Complete and sign a reflection form and student evaluation sheets which will be provided at the completion of the program.

ADDENDUM:

1. **Provide instruction for 10 Virtual Filmmaking Camp sessions as outlined above, for a total of 10 hours, for 10 weeks (1 hour each week).**
2. **Any and all additional considerations as outlined above.**

Fees. REACH Cyber Charter School agrees to pay Steeltown Entertainment Project \$2,000 per student as tuition for the Steeltown Film Academy in-person program as well as \$2,500 per student as tuition for the Steeltown Film Academy virtual program. Tuition is only required for the first semester (Learning Level) of SFA.



STEELTOWN

learn • create • connect

ADDENDUM OF FEES: REACH agrees to pay Steeltown at the rate of \$50/hr + \$100 of prep time per week of the Virtual Filmmaking Camp, as described in the Steeltown Services Menu (Exhibit A), for a total of \$150/wk x 10 weeks = \$1,500

Duration. This MOU is at-will and may be modified by mutual consent of authorized officials from Steeltown Entertainment Project and REACH Cyber Charter School at any time.

Contact Information

Steeltown Entertainment Project
Mary Ann McBride-Tackett
Program Director

Pittsburgh, PA
412-251-0890
maryann@steeltown.org

REACH Cyber Charter School
Jane Swan (contact name)
CEO (title)
750 East Park Drive, Suite 204 (address)
Harrisburg, PA 17111 (address)
570-218-8475 (phone number)
jswan@reach.connectionsacademy.org (email address)

Steeltown Entertainment Project
Please Sign: Mary Ann McBride-Tackett
Mary Ann McBride-Tackett
Program Director

REACH Cyber Charter School Representative:
Please Sign: Jane Swan
Please print name: Jane Swan
Print Title: CEO

Date: December 3, 2021

Date: November 17, 2021



EXHIBIT A:

STEELTOWN VIRTUAL SERVICES MENU

Let our Teaching Artists* bring their professional backgrounds and expertise into your virtual classroom! Steeltown Teaching Artists are all working professionals with film production backgrounds. Their real world skills and experience can enhance the education of your students by giving them an understanding of the industry as well as comprehensive film production skills.

Whether it's a one-time virtual workshop, regular placement in an already existing class, or designing a unique program with a school or institution, our programming will help prepare students in ways that reach far beyond practical skills of production and stretch into professional development that includes collaboration, professional communication, working with budgets, meeting deadlines, and much more.

Virtual Workshops & Professional Development

Virtual workshops are available to students ranging from elementary through high school, as well as professional development for teachers and administrators.

Workshops are catered to your needs and requests - anything from basics of film production gear, to visual storytelling, to integrating available technology into your



classroom, and beyond. We will work with you to make sure the curriculum is focused and specific to your goals and objectives for the session.

(All workshops include 1-2 teaching artists, based on specific workshop needs.)

2 HOUR WORKSHOP Total Cost = \$350	½ DAY WORKSHOP (3-5 HOURS) Total Cost = \$650
FULL DAY WORKSHOP (6-8 HOURS) Total Cost = \$1,200	ADDITIONAL TEACHING ARTISTS \$65/HR

Virtual In-School & After-School Programming

Regular programming through Steeltown affords schools the opportunity to enrich the understanding and education of film production to their students on a thorough and consistent basis.

Available as frequently as needed, Steeltown Teaching Artists can offer anything from supplementing an already robust and fully-equipped program and instructor, to providing a fully functioning program: traditional or asynchronous curriculum, instruction, and equipment brought into the virtual classroom.



\$50/HR per Teaching Artist

+\$100/WK for prep & evaluation for 1-2 hours of instruction per week in school

+\$200/WK for prep & evaluation for 3-4 hours of instruction per week in school

+\$250/WK for prep & evaluation for 5+ hours of instruction per week in school

Example: For a TA to come to your school/program 2 days a week for 3 hours each day, the cost would be: $\$50 \times 3$ (hours per day) $\times 2$ (days per week) = $\$300$ + $\$250$ (per week for 6+ hours of prep) = $\$550/\text{wk}$

Steeltown also has the capacity to equip each virtual student with an at-home filmmaking kit that will allow them to use their mobile device to capture cinematic quality video and audio. The kit costs a one-time \$500 fee per student, and would be the student's to keep.

***All Teaching Artists have necessary clearances (PA Child Abuse, PA Criminal Background Check, and FBI). Clearances available upon request.**

****Steeltown is a non-profit 501c3 and eligible and open to discussing grant funding opportunities and options.**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on October 4, 2021 (the "Effective Date"), by and between Pittsburgh Drone Services located at 500 Grant St Ste 2900, Pittsburgh, Pennsylvania 15219 (the "First Party"), and Reach Cyber Charter School located at 750 East Park Drive, Suite 204 , Harrisburg, Pennsylvania 17111 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To educate students about the concepts, rules and procedures for entering into a career within the Unmanned Aviation Industry.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for Pittsburgh Drone Services will provide a comprehensive Unmanned Aircraft (drone) Systems (UAS) educational program. The program will be divided into three levels starting with Recreational UAS Pilot followed by FAA Remote Pilot Certification. Students who achieve the FAA Remote Pilot Certification credential (must be 16 years of age) will be eligible to participate in the UAS Internship program with a UAS company or service. The first two levels of the program are sequential and students must complete the first level before progressing to level two. The Recreational Pilot Program and FAA Remote Pilot Certification Program will be held online and will be taught live with a FAA Certified Instructor. Each program is priced separately and will be billed to Reach Cyber Charter School two weeks before each program concludes. Prices listed below are set based on this Memorandum of Agreement. Recreational Pilot: \$1,200 for 8-week program

FAA Remote Pilot Certification \$1,920 for 16- week program.

Program price is for a maximum of 100 students and will be billed once a program date is finalized.

Program dates and times will be set by Reach Cyber Charter School and are subject to review by Pittsburgh Drone Services. Educational Programs can be reserved at any time and will only be billed once they are reserved and agreed upon by Reach Cyber Charter School and Pittsburgh Drone Services. , and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Pittsburgh Drone Services shall render and provide the following services that include, but are not limited to:

Comprehensive Three Level Unmanned Aircraft Systems Program, Live Video Instructional sessions, Online curriculum, Safety Equipment and Professional Consultations.

Reach Cyber Charter School shall render and provide the following services that include, but are not limited to:

Reach Cyber Charter School Students
Academic Outreach and Support

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 2 years from the Effective Date and maybe extended upon written

mutual agreement of both Parties.

6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Pittsburgh Drone Services and Reach Cyber Charter School and shall be effective as of the date first written above.

Lori Paluti

(First Party Signature)
Pittsburgh Drone Services
500 Grant St Ste 2900
Pittsburgh, Pennsylvania
15219

09/22/21
(Date)

Xane Swan

(Second Party Signature)
Reach Cyber Charter School
750 East Park Drive, Suite 204
Harrisburg, Pennsylvania
17111

10-20-2021
(Date)

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CENTER FOR AQUATIC SCIENCES AND REACH CYBER CHARTER SCHOOL School Year 2022-2023

Whereas The Center and RCCS are institutions with many common interests and activities; and

Whereas The Center has established programs in environmental education, informal STEM learning, and internship and volunteer opportunities; and

Whereas both institutions seek to expand existing student programs, particularly in STEM career exploration;

Now therefore, The Center and RCCS seek to establish a formal relationship to implement education programs as described herein.

1. High School Career Mentoring/Job Shadow Program Requirement – the following are options for full or partial fulfillment of Reach Cyber Charter’s job-shadowing experience:
 - 1.1 Shadow Program
 - a. In-person Option
 - i. Students who enroll in the Shadow Program at The Center will engage in a 3 hour, in-person experience, fulfilling 1/3 of their high school requirements.
 - ii. The Shadow Program cost per person is \$75.00.
 - iii. Costs associated with student participation will be the responsibility of Reach Cyber Charter School.
 - b. Virtual Option
 - i. Students who enroll in the Virtual Shadow Program at The Center will engage in a 1.5 hour, in-person experience, fulfilling 1/3 of their high school requirements.
 - ii. The Virtual Shadow Program cost per person is \$40.00.
 - iii. Costs associated with student participation will be the responsibility of Reach Cyber Charter School.
 - 1.2 Shadow Program plus Teen Marine Science Institute
 - a. In-Person Option
 - i. Students will be required to enroll in the Shadow Program (3 hrs.) and 1-2 Teen Marine Science Institute workshops (4 hrs. per session). This allows students to meet full hour requirements.
 - ii. The Teen Marine Science Institute cost per person is \$125.00 per workshop. Teen Marine Science Institutes that are trip oriented, if booked, are \$150.00.
 - iii. The Shadow Program cost per person is \$75.00.
 - iv. Costs associated with student participation will be the responsibility of Reach Cyber Charter School.
 - b. Virtual Option
 - i. Students will be required to enroll in the Virtual Shadow Program (1.5 hrs.) and 2 Virtual Teen Marine Science Institute workshops (1.5 hrs.

- per session). This allows students to meet full hour requirements.
- ii. Virtual Teen Marine Science Institute cost per person is \$50.00.
 - iii. The Virtual Shadow Program cost per person is \$40.00.
 - iv. Costs associated with student participation will be the responsibility of Reach Cyber Charter School.

1.3 Summer Sea Camp: Junior Marine Biologist (In-Person only)

- a. Students who enroll in Summer Sea Camp at The Center will engage in a full-day, full week, in-person experience.
- b. The cost of one week of camp per person is \$415.00.
- c. Registrations made before March 21, 2023 will receive the Early Bird Discount per week.
- d. The Early Bird Discount is \$25.
- e. The cost of one week of camp per person with the discount is \$390.00.
- f. Costs associated with student participation will be the responsibility of Reach Cyber Charter School.

1.4 All activities and programs envisioned under this MOU are contingent on sufficient funding and other resources. Under no circumstances does this MOU oblige either party to take on any financial obligations for which ready funding is not available.

1.5 Payment Process –

- a. Students will register on their own using a code which will be provided. The code will be **RCCS2023**
- b. Reach Cyber Charter will be invoiced monthly, for programs registered. Payment is expected within 30 days of invoice receipt. Student information will be provided for verification process.
- c. No refunds will be issued if a student does not attend their registered session.


IN WITNESS WHEREOF, the parties hereto have offered their signatures:



Reach Cyber Charter School
JD Smith

11/01/2022

Date



Center for Aquatic Sciences
Nicole Gillespie

Nov. 1, 2022



Open for **Exciting** Possibilities™

Sponsorship Agreement

The Da Vinci Discovery Center of Science and Technology, Inc.
3145 Hamilton Blvd. Bypass
Allentown, Pennsylvania 18103

August 27, 2021

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

Re: Reach Cyber Charter School sponsorship of Da Vinci Science Center exhibit and programs

Ladies and Gentlemen:

This letter serves as a formal agreement by and between The Da Vinci Discovery Center of Science and Technology, Inc. ("Da Vinci") and Reach Cyber Charter School ("Sponsor"), as follows:

1. Term.

(a) The term of this Agreement shall commence on August 27, 2021 and continue through September 1, 2022 ("Term").

(b) Termination: This letter agreement may be terminated by either party upon (a) material breach by a party of any of its obligations under this letter agreement, which breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of receipt of notice of breach which specifies the breach in reasonable detail; (b) breach of applicable law by the other party.

2. Da Vinci Obligations.

(a) Women In Science and Engineering (WISE) Forum 2022: Sponsor - \$5,000

(b) 2021-2022 Camp Sponsor - \$10,000

(c) In-Center sponsorship benefits - \$5,000

Sponsorship benefits are outlined in Exhibit A.

3. Sponsor Obligations.

(a) In exchange for the rights described herein, Sponsor shall pay to Da Vinci a Fee of Twenty Thousand Dollars (\$20,000.00) during the Term. Each installment shall be payable in two equal installments as follows: \$10,000 due by December 30, 2021; and \$10,000 due by June 1, 2022.

4. Use of Name.

3145 Hamilton Blvd. Bypass, Allentown, PA 18103 • 484.664.1002 • davincisciencecenter.org

1



The Da Vinci Discovery Center of Science and Technology, Inc. (or "Da Vinci Science Center" or "DSC") is an independent nonprofit organization with IRS 501(c)(3) status. Its federal tax identification number is 23-2824084. The official registration and financial information of the Da Vinci Science Center may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, 1.800.732.0999. Registration does not imply endorsement. Information about the organization's registrations in additional states is available on the web at davincisciencecenter.org/disclosures.



(a) Sponsor agrees to permit Da Vinci to use its name and logo as described on Exhibit A. Notwithstanding the foregoing, Da Vinci acknowledges and agrees that it shall (a) submit all artwork, material, publications, and placements of Sponsor's name and logo created hereunder ("Materials") to Sponsor for its review and approval prior to any use or dissemination thereof.

(b) Sponsor shall not use Da Vinci's name and logo except with Da Vinci's prior written consent. Da Vinci's name, logo, and/or identifying information may not be used in a manner by Sponsor that would express or imply Da Vinci's endorsement of Sponsor or its products, services, or policies.

5. Indemnity. Da Vinci shall indemnify and hold harmless Sponsor, together with its affiliates and each of their officers, trustees, contractors, employees and agents, from and against any and all liability, damages, causes of action, loss, cost, or expense (including, but not limited to, reasonable attorneys' fees), arising from or relating to (1) Da Vinci's negligent or intentional acts or omissions in connection with the Programs; (2) breach of this letter agreement; or (3) breach of applicable law. Sponsor shall indemnify and hold harmless Da Vinci and its officers, trustees, contractors, employees and agents, from and against any and all liability, damages, causes of action, loss, cost, or expense (including, but not limited to, reasonable attorneys' fees), arising from or relating to (1) Sponsor's negligent or intentional acts or omissions in connection with the Programs; (2) breach of this letter agreement; or (3) breach of applicable law.

6. Miscellaneous. This letter sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this letter agreement. If any term or provision of this letter agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this letter agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the letter agreement shall be valid and enforceable to the fullest extent permitted by law. No waiver of any term, provision, or condition of this letter agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this letter agreement. No amendment to any provision of this letter agreement shall be effective unless in writing and signed by each party.

Intending to be legally bound, the parties have executed this letter agreement by proper persons duly authorized.

AGREED TO BY:

Reach Cyber Charter School

By: Jane Swan

Print Name: Jane Swan

Title: CEO

AGREED TO BY:

THE DA VINCI DISCOVERY CENTER OF SCIENCE AND TECHNOLOGY, INC.

By: _____

Print Name: Lin Erickson

Title: Executive Director and CEO



EXHIBIT A

Da Vinci Science Center and Reach Cyber Charter School 1-year sponsorship Sponsor Benefits

2022 WISE Forum Sponsorship - \$5,000 level

- Full-page ad in event program
- Recognition in event promotions and on event website
- Scholarships for 12 REACH students to attend
- Opportunity to provide giveaways for guests at forum (assuming we meet in-person)

2021-2022 Camp Sponsor - \$10,000 value

- Sponsor recognition on marketing materials for school's out camps and summer camps for one year.
- Co-branded T-shirts or give-away bags for participating students
- 10 summer camp registrations for Reach students.
- A 10% discount for additional students to attend school's out camps or summer camps. This discount can be used by either Reach or the families.

In-Center Benefits - \$5,000 value

- 100 general admission tickets. (Group price is \$9.50; individual price is \$14.95)
- 2 on-site facility rentals for Reach Cyber Charter School events (\$2,000 value each for \$4,000)
- A 10% discount on Science Center membership for Reach families.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on April 11, 2022 (the "Effective Date"), by and between Sigma Resources LLC (First Party"), and Reach Cyber Charter School located at 750 East Park Drive, Suite 204, Harrisburg, Pennsylvania 17111 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To educate students about the concepts, rules and procedures for entering into a career within the game technology.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for Sigma Resources LLC (parent company to Sigma Games LLC, DBA as Simcoach Games) program, which is a Registered Pre-apprenticeship in the Commonwealth of Pennsylvania for the occupation of Immersive Game Technology Intern. Each program is priced separately and will be billed to Reach Cyber Charter School within two weeks of the program concluding. Prices listed below are set based on this Memorandum of Agreement.

For the Registered Pre-apprenticeship in the Commonwealth of Pennsylvania for the occupation of Immersive Game Technology Intern, students participating in this program would be billed to Reach Cyber Charter School at a rate of \$7,894 per student completing the program. If the student does not complete the entirety of the program, the billing to Reach Cyber Charter School will be pro-rated accordingly to reflect the partial attendance.

Payment should be made to Sigma Resources LLC at 2026 East Carson Street, Suite 300, Pittsburgh, PA 15203. Program dates and times will be set by Sigma Resources LLC. The Immersive Game Technology Intern Registered Pre-apprenticeship program intends to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Sigma Resources LLC shall render and provide the following services that include, but are not limited to:

Immersive Game Technology Intern Registered Pre-apprenticeship in the Commonwealth of Pennsylvania

Key Highlights of the program include:

- 92 hours of combined classroom and on-the-job training in STEAM disciplines within the Immersive Game Technology Intern role. Includes infrastructure needed to operate program and support student.
- Skills learned in this Pre-apprenticeship Program include:
 - Creating software code in vanguard industry choice software (currently in Unity platform, subject to change based on industry best practices)
 - Creating art in 2D (Photo Manipulation, Digital Painting) and 3D (Modeling, Animation, Rigging, UV Mapping) (currently in Autodesk Maya platform, subject to change based on industry best practices), creating art assets such as textures, sprite art, photo manipulation (currently in GIMP and Krita platforms, subject to change based on industry best practices).
 - Creating music/sound (currently in Musescore and Audacity platform, subject to change based on industry best practices)
 - Integrating code, art, and music/sound into game applications.
 - Producing a prototype with a project team, innovating on a software and gamification product in an agile, iterative methodology.
 - Performing quality assurance in workmanship through play testing of prototype and commercialized immersive game experiences.
 - Growing and applying employability skills such as communication with project teams and leadership, giving and receiving constructive feedback for continual improvement in product build iterations, presenting work effectively to various audiences, and additional soft skills promoting collaboration, accountability, delegation, empathy and empowerment through the exercise of Improv, then applied to hands-on project work.
- Career readiness and support services include:

- Individualized job skill reflections throughout the program culminating in professional demonstrations of work (via artifacts such as professional portfolio, professional profile, or similar demonstration of digital skills).
- Letter and certificate of completion from Simcoach Games.
- Letter of recommendation from Simcoach Games or relative Industry Partner for cohort.
- Certificate of Completion for the Registered Pre-apprenticeship for the occupation of Immersive Game Technology Intern issued from the Commonwealth of Pennsylvania.
- Continual support from Sigma Resources and Simcoach Games for a minimum of one year after completing the program on professional demonstrations of work product, interviewing skills, and providing industry references for future pursuits, academic or in industry.
- Employee experience
 - Pre-apprentices will be paid by Simcoach Games, onboarded into the Company as an employee of the Company's Game Studio, and have a record of employment with the Company after completing the program that will serve the pre-apprentices as an employment verification moving forward for a variety of purposes to accelerate their next steps as they utilize a variety of the transferrable employability and STEAM discipline skills. Wages and burden associated with wages is not included in the cost of the requested reimbursement of training for the students and will be absorbed by Sigma Resources/Simcoach Games.

Reach Cyber Charter School shall render and provide the following services that include, but are not limited to:

Reach Cyber Charter School Students Academic Outreach and Support

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 2 years from the Effective Date and maybe extended upon written mutual agreement of both parties,

6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render

ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Sigma Resources LLC and Reach Cyber Charter School and shall be effective as of the date first written above.

 4/13/2022
First Partner Signature & Date

 07/13/2022
Second Partner Signature & Date



Whitaker Center for Science and the Arts
 Administrative Offices
 222 Market Street
 Harrisburg PA 17101-2205
 whitakercenter.org

**Whitaker Center and Reach Cyber Charter School Partnership Agreement
 August 1, 2021- July 31, 2022**

Whitaker Center will provide the following to Reach Cyber Charter School and their educational community:

50 Admission and Cinema Combo passes to be given to families within educational community
September- Back to School Bash (max of 250 participants)
October- 2 Event Field Trip (max 100 participants)
November - 2 Event Field Trip (max 100 participants)
December- 2 Event Field Trip (max 100 participants)
January- 2 Event Field Trip (max 100 participants)
February- 2 Event Field Trip (max 100 participants)
March- 2 Event Field Trip (max 100 participants)
End of April/ early May- End of School Bash (max of 250 participants)
STEM Design Studio Room Rental- 32 hours of rental time

Total value: \$15,000

The two event field trips would include:

- Exclusive access to the Science Center from 10:00-2:00, one Monday a month from October- March.
- Rotating documentaries in the Digital Cinema at 11:00, 12:00, and 1:00.
- Drop in STEM Labs will be open with hands-on, interactive activities facilitated by a Whitaker Center Educator throughout the duration of the visit.
- Space available for bagged lunches brought by families or easy access to offsite downtown lunch options.

The official registration and financial information of Whitaker Center for Science and the Arts may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement. Your gift is tax deductible to the extent allowed under the law.



Whitaker Center for Science and the Arts
Administrative Offices
222 Market Street
Harrisburg PA 17101-2205
whitakercenter.org

Back/ End of School Bash would include:

- 4 hour event held at Whitaker Center- one in September and one in late April/ early May.
- Use of the Science Center for exploration and learning
- Drop in STEM Labs will be open with hands-on, interactive activities facilitated by a Whitaker Center Educator
- Use of the Lobby Spaces for tables, displays, meet and greet with teachers/ support/ tech
- Three rotating documentaries in the Digital Cinema throughout the event

STEM Design Studio Room Rental would include:

- Use of the 1,100 square foot STEM Design Studios for a total of 32 hours.
- Use of the space includes access to the kitchen, refrigerator, microwave, sink, and dishwasher.
- The rooms are equipped with projectors, dry erase boards, wifi, and a speaker system.

Thank you for your interest in partnering with Whitaker Center for Science and the Arts. I am happy to discuss further details to make this partnership successful for both parties.

Jessica Rice
Director of Education
jrice@whitakercenter.org
717-724-3865

Jane Swan, CEO

Reach Cyber Charter School
jswan@reach.connectionsacademy.org
717-704-8437

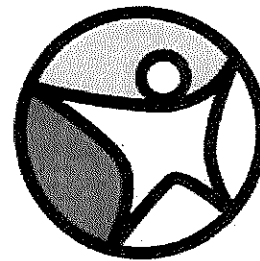


REACH CYBER
CHARTER SCHOOL

&

ABC27 WEATHER:

COMPREHENSIVE 2022-2023
EDUCATIONAL CAMPAIGN

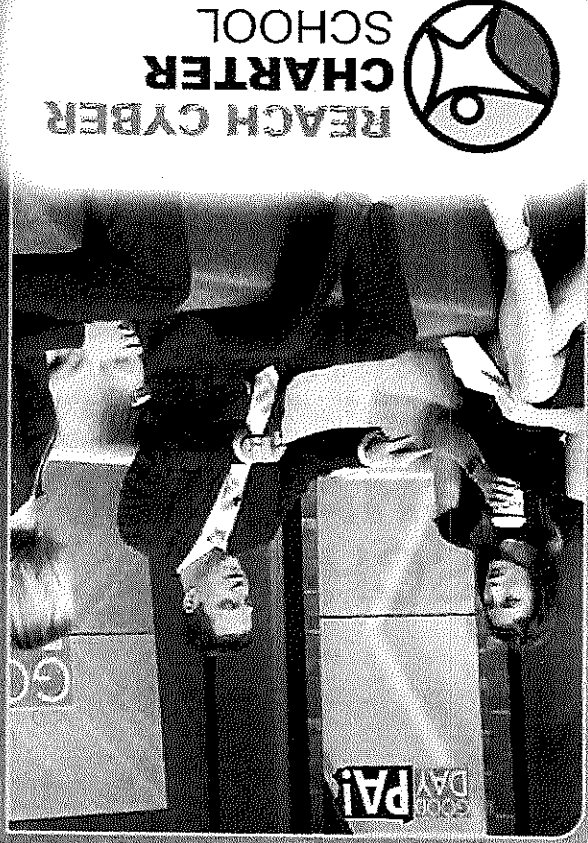


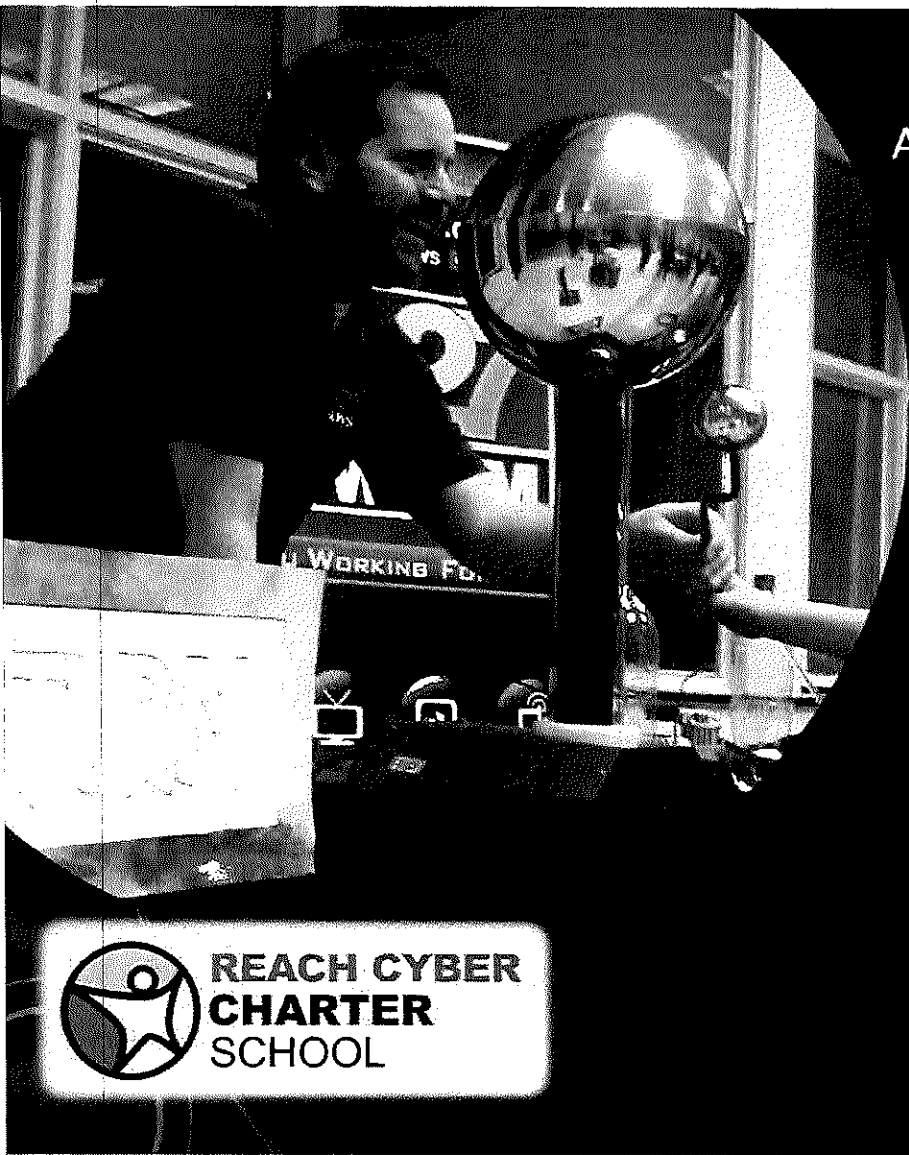
**REACH CYBER
CHARTER
SCHOOL**

REACH CYBER CHARTER SCHOOL: STEM-TASTICI

Reach Cyber Charter School is bringing the science lab into the homes of abc27 families with 'Science with Scott' -- a fun, engaging, educational lesson or experiment each month with Reach Cyber and the abc27 weather team!

- 3x 3-4 minute live segments on Good Day PA (+ digital copy).
- 3x abc27 News Facebook Posts (255,000+ followers) to follow each segment.





ABC27 LIVE WEATHER EVENTS & CAMP VISITS: COME LEARN WITH US!

Join Dan Tomaso and Adis Juklo for a day of weather, science, and most of all— fun— as we bring an interactive weather presentation to the students of Reach Cyber Charter School!

- Exclusive recipient of *two* live, mobile weather community engagement events.
- Events will be streamed live on abc27.com if possible with webchat.
- abc27 Weather Team to visit Reach Cyber Charter School for once per month for 8 months (Oct – May). Includes unlimited raw video production.

Dates & Locations TBD – can coordinate with weather team



REACH CYBER
CHARTER
SCHOOL



REACH CYBER CHARTER SCHOOL: CAMPAIGN SUMMARY

STEM-tastic Segments:

- 4x 3-4 minute segments on Good Day PA (+ digital copy).
- 4x abc27 News Facebook Posts (255,000+ followers) to follow each segment.
- Dedicated 'STEM-tastic!' webpage on GoodDayPA.com to house Reach Cyber Charter School logo, fixed display ads, and segments from the show for continued viewing by Reach Cyber students.
- STEM Contest to promote student and audience engagement.

Abc27 Live Weather Events:

- Exclusive recipient of four live, mobile weather community engagement events.
- Events will be streamed live (if possible) on abc27.com.
- Abc27 Weather Team to visit Reach Cyber Charter School for once per month.

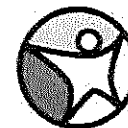
Total Campaign Investment: \$25,500

Signature: Jane Swa

Date: 08-19-2021

Station Signature: Bob Kelly

Date: 10-27-2022



REACH CYBER
CHARTER
SCHOOL

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered between Association of Women in Forensic Science, Inc. (AWIFS) (the AWIFS providing services "Service Provider") and Reach Cyber Charter School (the charter school receiving services "Charter"). Service Provider and Charter may be collectively referred to as the "Parties" or individually as a "Party." This MOU shall be effective as of the date of the last-executed signature below.

1. Background

The provisions of this document will be part of a future agreement between the parties. These terms in this Document are not comprehensive, and it is possible that additional terms may be added, or existing terms may be modified or deleted. Basic terms include the following:

2. Objectives and goals

As part of this agreement, programs will be conducted in both virtual and/or in person settings to enhance science knowledge of middle and high school students and broaden their scope of interest in forensics and its impact on modern society.

AWIFS "Club Philly Forensics" utilizes forensic professionals and college graduates who have forensic backgrounds for effective program delivery expansion of the science education of middle/high school students to include forensic science, and an emphasis is placed on serving underrepresented populations. Additionally, we emphasize drug, sexual violence, gun violence, and other global issues.

In recent years, forensic science has grown in popularity, but there has been an increasing demand for proper representation of the career field as a whole, especially among students interested in pursuing a career in this demanding field. In general, the "CSI Effect" has contributed to the growing interest in forensics. The CSI Effect, also known as CSI Syndrome, is the dramatization of the role forensics plays in societal demands, specifically crime, through the popularity of television dramas such as; CSI, The First 48, etc. While these dramas have increased society's interest in the role of forensics, they have also raised real world expectations of forensic science, especially crime science investigation and DNA testing. The program is designed to help students gain a realistic understanding of this fascinating field and to help dispel some of the myths that surround it.

The parties will agree upon the workshop dates and the duration of the workshop will not be more than eight weeks/two hours per class (one workshop per week). Under a renewed agreement, workshops can be continued beyond the 8 weeks.

AWIFS "Club Philly Forensics" Learning Outcomes & Assessment Plan

The purpose of this program is to increase high school age adolescents' knowledge of science, and to broaden their interest in forensics and its impact on modern society.

Students who participate in this program will be able to:

- Apply concepts learned in their current courses to forensics.
- By combining interactive instruction, experimentation, and media applications, you will gain an understanding of forensics in its reality.
- Recognize new ways that technology can be used to solve crimes.
- Understand how science can be used to solve societal problems, such as crime.
- Documentation of forensic findings helps students develop critical thinking and writing skills.
- Combine the subject of history with the subject of science.
- Improved ability to work independently as well as in a team environment.
- This learning objective will be met by eight workshops. Following the workshops, a discussion about career paths in forensic science and the importance of volunteering, networking, and mentorship will be held.

For the reasons mentioned hereinafter, the said parties are herewith agreeing to the following:

The Charter has engaged AWIFS as its "Service Provider,"

In Section 2, the major duties and responsibilities of the programmatic group are outlined. Section 1 describes the Charter's responsibilities.

- AWIFS is an independent contractor and not an employee of the Charter.
- The Charter and AWIFS recognize that this is not an exclusive agreement for services, and that either party may enter into additional agreements for similar services if needed.
- Neither party may assign this agreement to a third party.
- The Charter agrees to indemnify and hold *AWIFS* harmless from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees) arising out of the performance of this agreement.
- This agreement will be governed by and interpreted under the laws of Pennsylvania.

3. Roles and responsibilities

Section 1: Responsibilities of the Charter – *Reach Cyber Charter School*

Reach Cyber Charter School will:

- Be ultimately responsible for the training program, including all liability and financial responsibilities.
- Designate a primary representative to serve as the primary point of contact for the administration of this agreement.
- Provide all necessary information to AWIFS for a successful and complete implementation of the program during the time specified.
- All education programs offered under these terms and/or using the program name must receive the prior approval of AWIFS.
- AWIFS must approve all marketing of the program.
- Assuring an appropriate and safe environment for implementation of the AWIFS program.

Section 2: Responsibilities of AWIFS

AWIFS will:

- Coordination and instruction of programming will be provided as outlined in this agreement during the agreed upon timeframe.
- In the event that any classes need to be rescheduled because of unforeseen circumstances, the Charter will be notified in advance.
- Program goals and objectives will be met as agreed by the Charter, and will adhere to program guidelines that will be outlined and provided by AWIFS
- Students will be provided with an evaluation of the program once it has been completed. Parties will receive the evaluation results.
- Any problems encountered during the program implementation should be brought to the Parties attention.
- AWIFS owns the materials produced to meet the conditions of this agreement and/or for use in programs offered under this agreement.

4. Payment for Services

- Programming offered under this agreement will be financially supported via payment of the programming fee of \$27,000 (if applicable, purchase order number must be sent to AWIFS prior to providing services)

Programming fee is inclusive of:

- lab materials
 - program supplies
 - administrative costs
- Unit instruction of 8-workshops for up to 46 students
 - The payment will be distributed to AWIFS in the form of one (1) payment.
 - Payment is due 30 days before programming begins. The total number of students must be confirmed no later than 30 days before the start of class.
 - Charter's failure to pay a submitted invoice may be considered a breach of contract and grounds for termination pursuant to Section 5 of this MOU.

5. Termination

In order to terminate this MOU, either the Charter or Service Provider must provide the other party with thirty days (30) written notice, except that Service Provider may terminate this MOU by providing Charter with written notice that it is unable or unwilling to provide the requested services pursuant to Section 3 of this MOU.

6. Duration of the MOU

This is a non-binding Memorandum of Understanding (MOU) by Reach Cyber Charter School and the Association of Women in Forensic Science (AWIFS).

The duration of the program will be determined by both parties not to exceed eight workshops

7. Non-Binding

The Sponsor is not bound by this Document and it cannot be enforced. The future agreement, duly executed by the Sponsor, will be enforceable. This agreement shall be superseded by the terms and conditions of the future agreement. With regard to the subject matter of this Document, the Parties are not prohibited from engaging in negotiations with other third parties.

8. Dispute resolution

The parties can give each other a written notice in the event of a dispute or difference arising out of or in connection with this MOU

Within 30 business days of receiving the notice, senior executives of each of the parties shall meet and negotiate in good faith and without prejudice in order to resolve the dispute or difference.

9. Variation

Any of the requirements of this MOU may be modified by both parties. A written agreement must be signed by both parties.

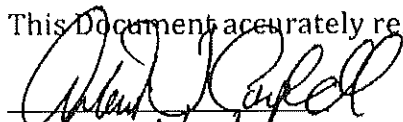
10. Advertising and announcements

Unless required by law, an announcement, circular or other public disclosure including promotional materials such as newsletters, brochures, flyers or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by a party without the prior written approval of the other party.

11. Confidentiality

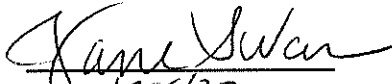
The parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU may be confidential and unless required by law must not be disclosed to a third party except with the prior written consent of the disclosing party.

This Document accurately reflects the understanding between the parties, signed on



4/18/21

AWIFS



2/28/22

Reach Cyber Charter School

Board Affirmation Statement

Reach Cyber Charter School

750 East Park Drive, Suite 204

Harrisburg, PA. 17111

The purpose of this document is for the President of the governing board to affirm that the annual report information is accurate.

Steps to Complete this Section:

Note: Individual signatures required for each section.

1. Signature of President of the governing board and date signed for each section.
2. Upload Board Affirmation document that includes the Board President's signature and date signed.

Charter Annual Report Affirmation

I verify that all information and records in this charter school annual report are complete and accurate.

Affirmed on this 12th day of Aug, 20 22

By:  (Signature of Board President)

David Taylor (Print Name)

Reach Cyber Charter School Board of Trustees

Charter School Law Affirmation

Pennsylvania's first Charter School Law was Act 22 of 1997, 24 P.S. § 17-1701-A et seq., which primarily became effective June 19, 1997, and has subsequently been amended.

The Charter School Law provides for the powers, requirements, and establishment of charter schools. The Charter School Law was passed to provide opportunities to teachers, parents, pupils and community members to establish and maintain schools that operate independently from the existing school district structure as a method to accomplish all of the following: (1) improve pupil learning; (2) increase learning opportunities for all pupils; (3) encourage the use of different and innovative teaching methods; (4) create new professional opportunities for teachers; (5) provide parents and pupils with expanded choices in types of educational opportunities that are available within the public school system; and (6) hold charter schools accountable for meeting measurable academic standards and provide the school with a method to establish accountability systems.

The charter school assures that it will comply with the requirements of the Charter School Law and any provision of law from which the charter school has not been exempted, including Federal laws and regulations governing children with disabilities. The charter school also assures that it will comply with the policies, regulations and procedures of the Pennsylvania Department of Education (Department).

Additional information about charter schools is available on the Pennsylvania Department's website at: <http://www.education.state.pa.us>.

Affirmed on this 29 day of Aug, 2022

By:  (Signature of Board President)

David Taylor (Print Name)

Reach Cyber Charter School Board of Trustees

Ethics Act Affirmation

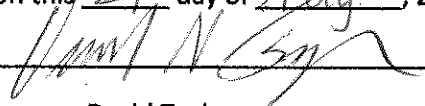
Pennsylvania's current Public Official and Employee Ethics Act (Ethics Act), Act 93 of 1998, Chapter 11, 65 Pa.C.S. § 1101 et seq., became effective December 14, 1998 and has subsequently been amended.

The Ethics Act provides that public office is a public trust and that any effort to realize personal financial gain through public office other than compensation provided by law is a violation of that trust. The Ethics Act was passed to strengthen the faith and confidence of the people of Pennsylvania in their government. The Pennsylvania State Ethics Commission (Commission) administers and enforces the provisions of the Ethics Acts and provides guidance regarding its requirements.

The regulations of the Commission set forth the procedures applicable to all proceedings before the Commission as well as for the administration of the Statement of Financial Interests filing requirements. See 51 Pa. Code § 11.1 et seq.

The charter school assures that it will comply with the requirements of the Ethics Act and with the policies, regulations and procedures of the Commission. Additional information about the Ethics Act is available on the Commission's website at: <http://www.ethics.state.pa.us>.

Affirmed on this 29 day of Aug, 2022

By:  (Signature of Board President)

David Taylor (Print Name)

Reach Cyber Charter School Board of Trustees

Charter Annual Background Check Affirmation

I certify that, as of this date, the above referenced LEA is in compliance with all applicable provisions of Sections 111 and 111.1 of the Public School Code of 1949.

Affirmed on this 29 day of Aug, 2022

By:  (Signature of Board President)

David Taylor (Print Name)

Reach Cyber Charter School Board of Trustees

2022 STARTABLE PROJECT AGREEMENT

(Reach Cyber Charter School)

THIS 2022 STARTABLE PROJECT AGREEMENT (this “**Agreement**”) is effective as of February 17, 2022 (the “**Effective Date**”), by and between Innovation Works, Inc., a Pennsylvania nonprofit corporation (“**IW**”), and Reach Cyber Charter School, a Pennsylvania nonprofit corporation (“**RCCS**”).

WHEREAS, IW has developed the Startable program, in which middle- and high-school students from neighborhoods located in Southwestern Pennsylvania learn about and become actively engaged in entrepreneurship, maker skills and community development (the “**Startable Program**”); and

WHEREAS, IW and RCCS have agreed to work together to make the 2022 online Startable Program (the “**2022 Program**”) available to certain students who reside in some or all of Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Washington and Westmoreland counties; and

WHEREAS, IW and RCCS have each agreed to provide certain resources and/or services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions stated herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as set forth herein:

1. **RCCS RESOURCES AND SERVICES**

1.1 RCCS Services. RCCS shall provide the services described on Exhibit A hereto in support of the 2022 Program (the “**RCCS Services**”).

1.2 RCCS Resources. RCCS shall furnish all personnel, supplies, equipment and facilities reasonably necessary to provide the RCCS Services during the 2022 Program (together with the RCCS Services, the “**RCCS Resources and Services**”).

1.3 Performance Period. The RCCS Resources and Services shall be performed in accordance with Exhibit A hereto.

2. **IW RESOURCES AND SERVICES**

2.1 IW Services. IW shall provide the resources and services described on Exhibit A hereto in support of RCCS’s offering of the 2022 Program.

2.2 Payment. In further consideration for and in support of the RCCS Resources and Services, IW shall pay RCCS an aggregate of Four Thousand Five Hundred Dollars (\$4,500.00), of which:

(i) Fifteen Hundred Dollars (\$1,500.00), to be used for supplies for 2022 Program students, shall be payable to RCCS on or before April 31, 2022; and

(ii) Three Thousand Dollars (\$3,000.00), to be used for compensation of 2022 Program instructor(s), shall be payable to RCCS on or before June 30, 2022.

2.3 Point of Contact. The point of contact at IW for the 2022 Program shall be IW’s Startable Program Manager or such other individual(s) as IW may designate from time to time.

3. INTELLECTUAL PROPERTY

3.1 Ownership of Intellectual Property. RCCS agrees and acknowledges that IW is the sole owner of the Startable Program and the Intellectual Property developed therefor. For purposes of this Agreement, “**Intellectual Property**” shall mean copyrights, works of authorship and copyrightable words covered under the Copyright Act of 1976, as amended.

3.2 Licenses.

(i) IW hereby grants RCCS a limited, non-exclusive, non-transferable, royalty-free license (i) to use the curriculum for the Startable Program solely in connection with RCCS’s offering of the 2022 Program and (ii) to use IW’s name and its service marks “Innovation Works”, “Startable Pittsburgh” and “Startable” solely in connection with the 2022 Program and RCCS’s promotion thereof.

(ii) RCCS hereby grants IW a limited, non-exclusive, royalty-free license to use RCCS’s name(s) and its logo(s) solely in connection with the Startable Program and IW’s promotion thereof.

(iii) Each of IW and RCCS shall retain all ownership of its respective trademarks, service marks, trade names and conference/event names, whether registered or unregistered.

3.3 No Implied Licenses. Except as otherwise expressly set forth in this Agreement, no license of any Intellectual Property of a party is granted to any other party.

4. RCCS REPRESENTATIONS AND WARRANTIES; COVENANTS

4.1 Authorization, Validity and Enforceability. RCCS has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by RCCS of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary action. This Agreement, when executed, will constitute the legal, valid and binding obligation of RCCS, enforceable against it in accordance with its terms.

4.2 Compliance with Laws. RCCS shall comply with all laws, rules, regulations and other requirements of all federal, state and local governments and authorities in connection with its activities under this Agreement.

4.3 Use of Funds. RCCS shall use the funds provided by IW hereunder for the purposes set forth in Section 2.2 hereof.

4.4 Expertise. RCCS represents and warrants that each employee and consultant of RCCS who will be responsible for the supervision or control of one or more of the students participating in the 2022 Program has experience and expertise in delivering project-based learning curriculum sufficient to supervise students, some of whom are minors.

4.5 Clearances. RCCS agrees and warrants that all RCCS employees and consultants involved in instructing/overseeing the students participating in the 2022 Program shall have obtained all required clearances as follows (collectively, the “Necessary Clearances”) prior to performing any instruction and shall provide evidence thereof to IW upon request:

- (a) Pennsylvania criminal record history clearance;
- (b) FBI fingerprint data / Federal criminal history report or, if the individual has lived in Pennsylvania for 10 consecutive years, a signed Pennsylvania Resident Form and Waiver; and
- (c) Pennsylvania child abuse history clearance.

4.6 Insurance. At all times during the term of this Agreement, RCCS shall maintain comprehensive general liability insurance coverage and abuse/molestation coverage in such amounts as is customary in the case of corporations or other entities of RCCS's size and stage of development engaged in the same or similar business, and shall provide IW with a copy of the certificates evidencing such insurance prior to providing any services or activities under this Agreement. RCCS hereby acknowledges and agrees that the insurance coverage required hereunder in no way limits the obligations or liabilities of RCCS under this Agreement. Deductibles, if any, are the obligation of RCCS.

4.7 Financial Records. RCCS will maintain adequate financial records in accordance with generally acceptable accounting practices in order to substantiate the costs and expenses incurred in connection with RCCS's activities under this Agreement. RCCS will permit IW and its auditors to have access to the financial records applicable to funds provided by IW hereunder upon reasonable request from IW.

4.8 Conflict of Interest. To the actual knowledge of the undersigned officer of the RCCS, neither RCCS, nor any of its owners, directors, officers, employees, representatives or agents, has any interest or shall acquire any interest, direct or indirect, which would present a conflict of interest with respect to RCCS's performance under this Agreement. RCCS shall promptly disclose to IW in writing of the existence of any such conflict of interest.

5. IW REPRESENTATIONS AND WARRANTIES; COVENANTS

5.1 Authorization, Validity and Enforceability. IW has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by IW of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary action. This Agreement, when executed, will constitute the legal, valid and binding obligation of IW, enforceable against it in accordance with its terms.

5.2 Compliance with Laws. IW shall comply with all laws, rules, regulations and other requirements of all federal, state and local governments and authorities in connection with its activities under this Agreement.

5.3 Clearances. IW covenants that any employees, personnel or consultants under the direct control of IW who may interact with any students of the 2022 Program shall be in compliance with all Necessary Clearances.

5.4 Insurance. At all times during the term of this Agreement, IW shall maintain comprehensive general liability insurance coverage and abuse/molestation coverage in such amounts as is customary in the case of corporations or other entities of IW's size and stage of development engaged in the same or similar business. IW hereby acknowledges and agrees that the insurance coverage required hereunder in no way limits the obligations or liabilities of IW under this Agreement. Deductibles, if any, are the obligation of IW.

6. TERM; TERMINATION

6.1 Term of Agreement. This Agreement shall become effective as of the Effective Date and shall remain in effect until September 1, 2022, unless earlier terminated pursuant to Section 6.2 or 6.3 below.

6.2 Termination for Cause. Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party, if such other party fails to correct such breach within thirty (30) days after receiving written notice from the non-breaching party of such breach. Notwithstanding the foregoing, either party may immediately terminate this Agreement if the other party engages in any activity

or is responsible for any circumstances that could endanger the students participating in the 2022 Program or the broader Startable Program.

6.3 Termination for Bankruptcy or Insolvency. Either party may terminate this Agreement immediately if any proceeding is commenced against the other party under any bankruptcy, insolvency, receivership or similar proceeding or if the other party makes an assignment for the benefit of creditors.

6.4. Effect of Termination. Any provisions of this Agreement that expressly or by implication survive the termination of this Agreement shall survive the termination of this Agreement in accordance with their respective terms.

7. INDEMNIFICATION

7.1 Indemnification by IW. IW will indemnify, save harmless, and defend RCCS and its employees, officers and directors (the "RCCS Indemnitees"), at IW's expense, from and against any and all losses, damages, claims, or liabilities of any nature ("Losses") which are threatened, brought against or incurred by any RCCS Indemnitee to the extent arising from any breach by IW of this Agreement and/or IW's negligence or willful misconduct.

7.2 Indemnification by RCCS. RCCS will indemnify, save harmless, and defend IW and its employees, officers and directors (the "IW Indemnitees"), at RCCS's expense, from and against any and all Losses which are threatened, brought against or incurred by any IW Indemnitee to the extent arising from any breach by RCCS of this Agreement and/or RCCS's negligence or willful misconduct.

7.3 Consequential Damages. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party hereto be liable, whether based on tort, negligence, strict liability, delay, warranty, indemnity, error or omission or otherwise, for consequential, special, incidental, indirect, exemplary, punitive or multiple damages or damages arising from or in connection with loss of use or loss of revenue or profit (collectively, "Consequential Damages") and each party hereby releases the other from any such liability; provided, however, that such limitation and release shall not apply solely to the Consequential Damages to which a party entitled to indemnification hereunder is required to pay to a third party.

8. MISCELLANEOUS

8.1 Relationship of the Parties. The parties agree that in performing their responsibilities pursuant to this Agreement, they are independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partners or joint venturers, or any association for profit between IW and RCCS. Except as agreed upon by the parties in writing, neither party shall have the right, power or authority to bind the other in any manner whatsoever.

8.2 Publicity. Any news releases, public announcements, advertisements or publicity released by either party concerning the 2022 Program, the Startable Program and/or this Agreement, will be subject to prior approval of IW, which shall not be unreasonably withheld or delayed.

8.3 Notices. Unless otherwise set forth in this Agreement, all notices hereunder shall be in writing and shall be deemed properly delivered when duly mailed by registered letter, by express (overnight) courier, or by email of a PDF document, with confirmation of transmission, to the applicable address set forth on the signature page hereof or to such other address as either party may, by written notice in accordance with this provision, designate to the other party.

8.4 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, sublicensed or otherwise transferred by either party without the prior written consent of the other party. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

8.5 Amendment and Waiver. This Agreement shall not be amended or modified, nor shall any waiver or any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of the parties. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any prior, concurrent or subsequent breach of the same or any other term, covenant or condition.

8.6 Entire Agreement. This Agreement and the exhibits hereto contain all of the agreements, representations and understandings of the parties hereto and supersede and replace any and all previous understandings, commitments or agreements, oral or written, with respect to the subject matter of this Agreement.

8.7 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies on any person other than the parties hereto.

8.8 Severability. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable.

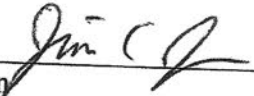
8.9 Governing Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law rules.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. This Agreement may be executed via electronic transmission (including PDF signature).

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date as set forth above.

INNOVATION WORKS, INC.

By: 
Name: Jim C. Jen
Title: VP & Chief Operating Officer

Address for Notice:

Nova Place Tower 2
Two Allegheny Center, Suite 100
Pittsburgh, PA 15212
Attention: Staci Offutt
staci@aphlalabgear.org

REACH CYBER CHARTER SCHOOL

By: 
Name: Jane Swain
Title: Chief Executive Officer

Address for Notice:

EXHIBIT A

RCCS SERVICES

RCCS will offer the 2022 Program to one cohort (the “Cohort”) commencing on May 1, 2022. In conjunction with the foregoing RCCS will provide the following services/resources:

- Promote the 2022 Program to students who reside in Armstrong, Beaver, Butler, Greene, Fayette, Lawrence, Washington, and Westmoreland counties
- Recruit ten (10) students for the Cohort (the “Students”)
- Provide at least one (1) instructor for the Cohort
- Prepare the Students prior to the 2022 Program so that they will have a realistic understanding of the program deliverables to be completed
- Distribute any physical Startable Program curriculum materials to the Students prior to the start of the 2022 Program, including student supply kits created using the supply list provided by the Startable Program Manager
- Work with the Startable Program Manager to collect all required signed Student/parent/guardian paperwork and deliver electronic copies thereof to the Startable Program Manager prior to May 1, 2022
- Provide entrepreneurship courses based on the Startable Program curriculum to make key connections for the Students and their business initiatives
- Promote IW as a program partner whenever pertinent on social media, flyers, and at the Final Event
- Help with promotion of key 2022 Program events, such as the Final Event
- Participate in a post-mortem with other Startable Program staff after the completion of the 2022 Program to discuss what went well and what could be improved and whether the collaboration should be continued/expanded
- Work with the Startable Program Manager to help IW stay engaged with the Students following the conclusion of the 2022 Program, including the completion of a program survey and alumni opportunities

The instructor(s) provided by RCCS for the Cohort will be responsible for the following:

- Participate in instructor curriculum training provided by IW (see timeline below)
- Oversee the Students participating in the Cohort
- Deliver the Startable Program curriculum to the Cohort as outlined in the instructor training session(s)
- Help Students to put together and execute work plans
- Ensure Students are on-time, present and on-task daily
- Stay in close communication with Students to ensure attendance and engagement
- Proactively handle potential conflicts that could cause problems with other Students or with completing the 2022 Program
- Communicate with IW’s Startable team weekly to discuss Student progress and activities
- Ensure Student deliverables are delivered to IW’s Startable Program Manager on time and in the method designated in instructor training
- Work as part of the larger Startable Program team to help ensure the success of every student

IW SERVICES AND RESOURCES

- Provide to RCCS the Startable Program forms to be completed by the Students / parents / guardians
- Provide to RCCS the Startable Program curriculum and all supporting documents to be used by the instructor(s) and Students
- Provide instructor training on the Startable Program curriculum (see timeline below)
- Work in tandem with the Cohort instructor(s) to present and implement the Product Design portion of the Startable Program curriculum for the Cohort
- Promote RCCS as a Startable Program partner whenever pertinent on social media, flyers, and at the Final Event

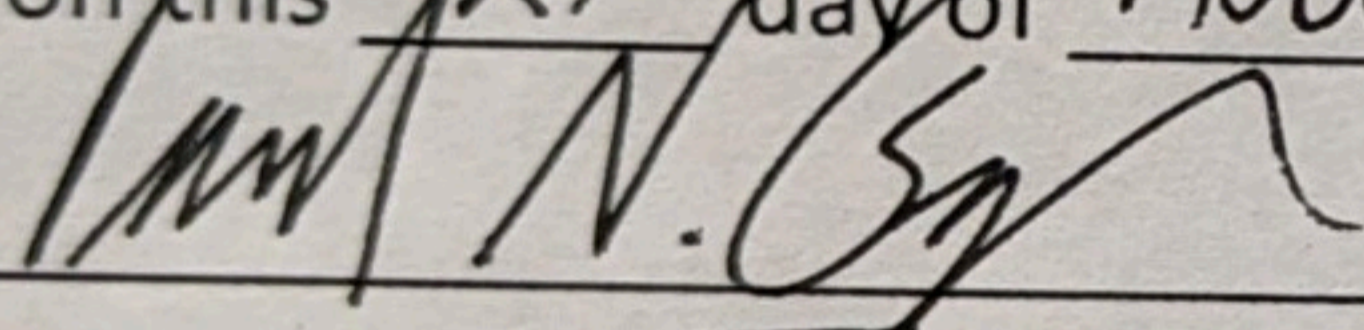
TIMELINE

- Instructor Training Dates: between March 1st and April 30th (specific dates/times TBD)
- Student 2022 Paperwork Due: no later than April 30th
- 2022 Program Dates: May 1st – August 17th
- Student Videos Due: no later than August 10th
- Final Event: August 17th at 5pm

Charter Annual Administrative Certification Affirmation

All public school principals, including charter and cyber charter school principals, are subject to the applicable certification requirements of the Public School Code (24 P.S. § 11-1109) as well as any Act 45 continuing education and Pennsylvania Inspired Leaders (PIL) requirements. In keeping with the intent of section 1109, any person who devotes half or more of their time to supervision or administration in a public school, without an identified principal, is serving as the "principal" of the school regardless of the locally titled position (i.e., school director, head teacher, etc.). Such individuals must hold a valid administrative certificate and comply with all applicable Act 45 and PIL requirements. In addition, the public school should properly identify the individual as a principal in PIMS/PERMS regardless of the local title utilized.

The Charter School assures that the Public School Code (24 P.S. § 11-1109) as well as any Act 45 continuing education and Pennsylvania Inspired Leaders (PIL) requirements are met as outlined above.

Affirmed on this 29TH day of AUGUST, 2022
By:  (Signature of Board President)
DAVID N. TAYLOR (Print Name)
PRESIDENT Board of Trustees

Identification of Students with Specific Learning Disabilities using Response to Intervention Assurance/Affirmation

If the Charter School has received approval from PDE to utilize a Response to Intervention method to identify students with Specific Learning Disabilities, the Charter School will assure implementation with fidelity for the duration of this plan.

Affirmed on this 29 day of Aug, 2022

By:  (Signature of Board President)

David Taylor (Print Name)

Reach Cyber Charter School Board of Trustees