

Commonwealth of Pennsylvania Department  
of Education  
Cyber Charter Application  
2019



# CYBER CHARTER SCHOOL APPLICATION FACT SHEET

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This application fact sheet is intended to be a “finger-tip” summary of your application. The information furnished below must be an accurate representation of the application and must correspond to the information provided in the body of the application.

**Proposed Charter School Name (Must Include “Charter School” in the Title):**

*Virtual Preparatory Academy of Pennsylvania Cyber Charter School*

**Proposed Charter School Location:** Harrisburg

**The current mailing address of the cyber charter is:** C/O Patricia Hennessy

Address: 1500 Market Street, 39<sup>h</sup> Floor

City/Town: Philadelphia

Zip Code: 19102

County: Dauphin

Intermediate Unit: Capital Area Intermediate Unit

Proposed Start Date: September 2021

Federal Employer Identification Number: TBD

Contact Person: Richard Flynn, Board President

Address:

[REDACTED]

Phone:

[REDACTED]

Email:

[REDACTED]

**Indicate Number of Representatives per Group**  
**Founding Coalition**

Group	Number of Representatives
Parents	2
Teachers	
Business Partners	
Community Based Organizations	1
Museums	
Higher Education	1
Other Group - Identify: Businessperson with finance background	1

**Grade and Age Ranges**

Group	Grade/Age Range
Elementary	K-8
Secondary	9-12
Age of Kindergarten	Determined by students' resident district requirements
Age of Beginners	Determined by students' resident district requirements
Grades Educated	<input checked="" type="checkbox"/> K <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 9 <input checked="" type="checkbox"/> 10 <input checked="" type="checkbox"/> 11 <input checked="" type="checkbox"/> 12
Kindergarten	<input checked="" type="radio"/> Full Day <input type="radio"/> Half Day

**Projected Student Enrollment Year 1-5**

Year	Enrollment
1 <sup>st</sup> Year	500
2 <sup>nd</sup> Year	1,000
3 <sup>rd</sup> Year	1,500
4 <sup>th</sup> Year	2,000
5 <sup>th</sup> Year	2,500
Total Number of Teachers	

Does the cyber charter applicant have an existing retirement system?

Yes  No

No. However, Virtual Preparatory of Pennsylvania Cyber Charter School will be creating a 403(b) Plan.

Does the applicant group presently have access to a facility suitable for the cyber charter school's administrative offices?

X Yes       No

The Board is able to utilize a temporary mailing address with the Board attorney and will lease larger space prior to year 1 of the school in 2021 school year.

**School Focus:** Describe, in brief terms and on an additional page, the proposed cyber charter school's mission, educational focus, and other essential characteristics.

The mission of Virtual Preparatory Academy of Pennsylvania is to provide K-12 students with an innovative college preparatory cyber school grounded in strong academics, character education and service learning. Virtual Preparatory Academy of Pennsylvania (VPAP) will provide students with a rigorous, college-preparatory education: one that couples the flexibility and individualized learning experience afforded by online instruction with a daily live class session designed to allow the students real-time interaction with their teacher and peer group and enable students to make connections in a larger context.

The Charter School will deliver excellence in education by hiring quality teachers for online instruction and providing them with extensive pre- and in-service professional development to ensure best practices are consistently applied across all subjects, grades and media. Proposed teaching staff will receive intense training in online strategies for student success, both virtually through webinars and in person during a carefully curated conference. Teaching staff will have proven track record of working with online students and ensuring students successfully complete coursework with a passing grade or higher. Teachers will administer benchmark testing with both pre- and post-tests.

The school will provide a structured, yet flexible online academic program designed to utilize the best aspects of both synchronous and asynchronous instruction, featuring rich online content combined with college and career preparatory skill building. Through compelling inquiry-based learning, the school instills in students an intellectual curiosity and a sense of their unique purpose and strengths. Our balanced approach of “high tech” and “high touch” builds a strong sense of community and engagement among students. The school offers students a rigorous program of academic fundamentals coupled with credit recovery courses that allow students to recapture credits for courses previously taken. These individualized, self-paced, mastery and standards-based courses will keep students on track at their own pace for graduation.

Teachers will have access to the teacher view, where they can accept assignments, grade them, and provide meaningful feedback in a timely manner. Teachers will also hold live learning sessions several hours a week where students can log-in via video conferencing (Zoom, Hangouts, Big Blue Button, Adobe Connect, for example) to engage in a live small group lesson with a credentialed teacher and peers. Students will also be able to receive assistance and support from teachers via one on one video sessions, phone, email, and text messaging. As such, this is personalized learning.

Virtual Preparatory Academy will integrate character education and service learning as part of its academic program and student learning activities. We believe this approach will provide our students with authentic learning experiences that are engaging, inspiring, and motivate them to learn while contributing to their community.

Virtual Preparatory Academy staff and students will work collaboratively to decide on the kind of service learning projects they want to engage in depending on age levels. Some projects may address community needs such as poverty or the environment. Another project may include

document local history or culture through interviews and photography. Other projects may include student mentoring or tutoring. In seeking feedback from Pennsylvania citizens in support of this charter application, the concept of character education and service learning projects was overwhelmingly positive and the letters of support reflect that.

# I. SCHOOL DESIGN

## 1. Mission Statement

- A. Briefly describe the core philosophy or underlying purpose of the proposed school.

**Mission:** The mission of Virtual Preparatory Academy of Pennsylvania is to provide K-12 students with an innovative college preparatory cyber school grounded in strong academics, character education and service learning.

- B. What is your overarching vision of the school?

**Vision:** Virtual Preparatory Academy will set the standard for academic excellence among public cyber charter schools in Pennsylvania by partnering with parents to promote individual student growth while positively impacting their local community.

*Explanation: Define a concise plan for an innovative public school that will lead to improved educational performance. Consistency between the mission and the educational programs should be articulated to achieve improved performance.*

## 2. Measurable Goals and Objectives

- A. What are the school's **measurable** academic goals and objectives to promote student learning?

### **Academic Goals:**

Based on the Future Ready PA Index, Virtual Preparatory Academy of Pennsylvania's Academic Goals are listed below. These were developed through review of current cyber charter school data, statewide averages for current state assessments, knowledge of the school focus on college prep, and alignment to Pennsylvania's long term Every Student Succeeds Plan.

## PVAAS Academic Growth - ALL STUDENT GROUP

Definition: % of All Student Group Academic Growth Score

Subject	SY 2021-22	SY 2022-23	SY 2023-24	SY 2024-25	SY 2025-26
English Language Arts/Literature	72%	74%	77%	80%	82%
Mathematics/Algebra	66%	68%	70%	72%	75%
Science/Biology	70%	73%	75%	77%	80%

## Proficient or Advanced on Pennsylvania State Assessments

Definition: % of All Student Group Scoring Proficient or Advanced on PSSA/PASA/Keystone Exams

Subject	SY 2021-22	SY 2022-23	SY 2023-24	SY 2024-25	SY 2025-26
English Language Arts/Literature	60%	62%	66%	70%	72%
Mathematics/Algebra	44%	47%	51%	55%	58%
Science/Biology	70%	73%	75%	77%	80%

## Student Engagement as Measured by Regular Attendance:

	SY 2021-22	SY 2022-23	SY 2023-24	SY 2024-25	SY 2025-26
Regular Attendance %	90%	92%	95%	96%	97%

## College and Career Measures

	SY 2021-22	SY 2022-23	SY 2023-24	SY 2024-25	SY 2025-26
Four Year Cohort Graduation Rate- All Students	NA	60%	65%	70%	75%
Five Year Cohort Graduation Rate- All Students	NA	NA	70%	75%	80%
Graduation Rate-Annual graduation rate percentage of students enrolled for all four years of high school	NA	NA	NA	83%	85%



<b>Rigorous Course of Study- percentage of students participating in AP courses</b>	10%	15%	20%	22%	25%
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B. What are the school’s **measurable** non-academic goals and objectives to promote student performance?

**“Non” Academic Goals:**

1. **Overall Parent Satisfaction Rates-** Parents/guardians must be partnered with teachers for a cyber charter school to be successful. Based on an annual parent satisfaction survey, Virtual Preparatory Academy of Pennsylvania parents will have an average 80% overall parent satisfaction rating in Year 1 and improving 2% each year to achieve 90% by Year 5.
2. **Students are prepared for learning** as evidenced by participation in orientation events conducted by teachers. 80% of new students will complete orientation activities by the first week of school. The school will seek to improve this by two percentage points each year to achieve and maintain a 90% student orientation participation rate by Year 5.
3. **Overall student participation in character education and community service events-** In Year 1, 70% of Virtual Preparatory Academy of Pennsylvania students will participate in a character education program or community service event. The school will strive to achieve a 5% improvement each year with a goal of 90% of students participating by Year 5.

**1. Educational Program**

A. Describe the educational program of the school, providing a detailed description of the curriculum and the content in all subject areas.

**Curricular Plan**

**Overview of Virtual Preparatory Academy of Pennsylvania Academic Program**

The Virtual Preparatory Academy of Pennsylvania’s mission is to provide K-12 focus with an innovative college preparatory cyber school grounded in strong academics, character education and service learning. The Virtual Preparatory Academy of Pennsylvania instills in students an intellectual curiosity and a sense of their unique purpose and strengths. Our balanced approach of “high tech” and “high touch” builds a strong sense of community and engagement among Virtual Preparatory Academy of Pennsylvania students.

The Virtual Preparatory Academy of Pennsylvania offers students a rigorous program of academic fundamentals and electives designed to exceed the Pennsylvania Standards in all areas.

These individualized, mastery and standards-based courses will keep students on track for graduation.

In education, one size does not fit all, so Virtual Preparatory Academy of Pennsylvania is dedicated to providing students and families with an online learning environment that can meet individual students' unique needs and their unique schedules. The goal of Virtual Preparatory Academy of Pennsylvania is to create a school that enables all of its students to become self-motivated, competent, lifelong learners. Our program features a curriculum that is fully accessible online with all core subjects and electives delivered both synchronously and asynchronously via the Internet.

The fundamental elements of the Virtual Preparatory Academy of Pennsylvania program include:

- **Graduation Success Plan** - Upon enrollment, each student's prior performance results will be obtained from their prior schools, if applicable. ; data from ongoing course assessments, annual state assessments, pre and post diagnostic testing and the other forms of assessment. will be utilized to develop the student's Graduation Success Plan (GSP). The GSP will meet or exceed the new requirements from Act 158 for students graduating in 2022 and beyond allowing for multiple options to meet the statewide graduation requirements. . This plan will be further developed into a roadmap for graduation and career success.
- **Advisement and Support:** Upon enrollment, each middle school student will be assigned an Academic Advisor. The advisor will review the newly created GSP, meet with the student to discuss goals and formulate a strategic plan to meet those goals for graduation and beyond. The role of the Academic Advisor is to regularly monitor student progress as a whole and provide the structure, motivation and pacing needed for the student to meet the goals of the GSP.
- **Synchronous and Asynchronous Instruction:** Virtual Preparatory Academy of Pennsylvania's teacher-led classes are a combination of synchronous and asynchronous instruction with frequent assessment and feedback.
- **High Touch Environment:** In addition to regular contact with their teachers, students will work with their Academic Advisor to develop progress goals. During the course of each semester there will be a series of face-to-face touch points at regionally located sites. These touch points may serve multiple purposes including improving student motivation and engagement towards learning, in-person tutoring, administration of a diagnostic test to assess mastery towards Pennsylvania Academic Standards, or to verify academic integrity of the work being submitted online.
- **Curriculum Framework:** Following the Pennsylvania Core Standards, the Virtual Preparatory Academy of Pennsylvania will offer the core subjects required in the sequence outlined by the Pennsylvania Department of Education focusing on the big ideas, concepts, competencies and essential questions.
- **Assessment:** Virtual Preparatory Academy of Pennsylvania will implement numerous assessment tools for students in Virtual Preparatory Academy of Pennsylvania in order to determine student educational needs and measure improvement in performance over time. A testing schedule will be developed to include in-person assessments at the regionally located sites to monitor student progress and ensure the accuracy and integrity of the results.

- **Standards:** Standards define what students should know and be able to do for each part of the curriculum. Virtual Preparatory Academy of Pennsylvania offers courses in grades K-12 that are fully aligned to the Pennsylvania State Academic Standards.
- **Safe and Supportive Environment:** Student safety is a priority at the Virtual Preparatory Academy of Pennsylvania. Our online resources and communication tools are secure and password protected; students, by design, do not interact with adults who have not undergone and passed the required background checks. The online community and classrooms will contain a Positive Behavior Support program designed to praise effort and provide norms for online classroom conduct.

Unlike many of today's online learning options, the Virtual Preparatory Academy of Pennsylvania model is built specifically to the online medium and incorporates a wide variety of digital resources and presentation avenues, including audio, animation and images to keep students interested and engaged. It is designed to capitalize on the best opportunities that the online venue has to offer for both synchronous and asynchronous learning.

The curriculum and teaching strategies at the Virtual Preparatory Academy of Pennsylvania recognize and will accommodate the needs of a diverse set of learners – those students who are eager to stretch their horizons on a challenging path of individual-based inquiry, as well as those students who require more time-on-task and personalized courses that spark their interest. The Graduation Success Plan is a living document that is worked on in a partnership with the student, their parent/guardian and academic advisor, is regularly revised and refined as students develop skills and hone goals and interests.

The Virtual Preparatory Academy of Pennsylvania will offer a full curriculum for students in grades K-12. The curriculum is fully aligned with the Pennsylvania State Standards and is a combination of research-based curricula and instructor-designed materials. The educational program at Virtual Preparatory Academy of Pennsylvania pairs an intensive Core Program focused on forming strong skills in Mathematics, Science, English Language Arts (ELA) complemented by world languages, career exploration courses and other electives that meet their interests and fill out their graduation requirements.

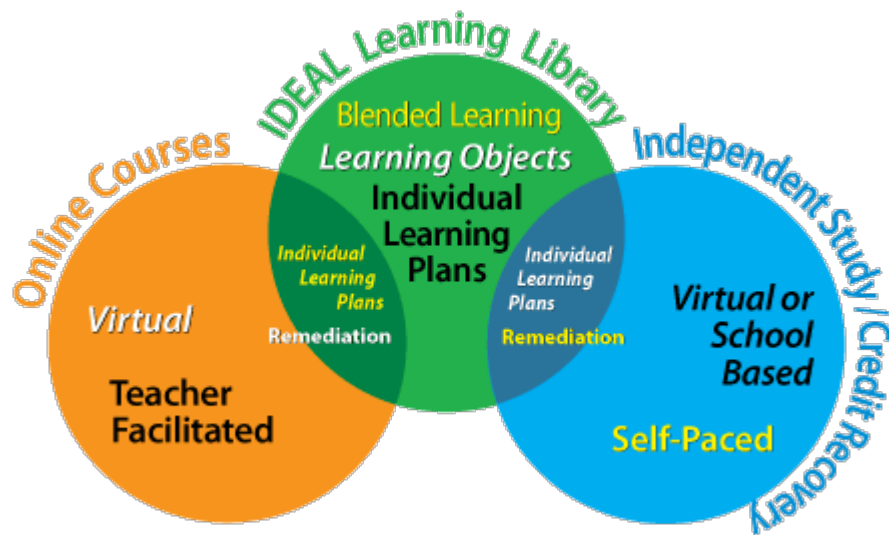
### **Curriculum Resource Descriptions**

Virtual Preparatory Academy of Pennsylvania uses Accelerate Education's curricula as well as electives from the Edynamic Learning portfolio. Virtual Preparatory Academy of Pennsylvania's courses utilizing these curricula sources are fully developed and aligned to the State Academic Standards. Information on each grade level can be provided.

#### Accelerate Education

Accelerate Education's suite of curriculum products is designed to be either stand-alone or integrated, thus allowing the school to adjust for students' learning style needs as they progress through their Graduation Success Plans.

*Accelerate Education's Suite of Curriculum Products either Stand-Alone or Integrated*



By combining Virtual Preparatory Academy of Pennsylvania's curriculum with the features of Canvas, the Learning Management System, teachers will be able exercise the amount of control desired over the pace and structure of the curriculum from the course level all the way down to the individual assignment item and/or question.

Accelerate Education offers all of the core academic courses required for graduation in both a teacher facilitated format and a mastery based (self-paced) format. Additionally, they offer electives in each core academic area and world languages as well as the requirements needed in the areas of health, physical education and fine arts.

### Edynamic Learning

Edynamic learning provides a suite of contemporary career and elective courses designed to ignite student passions for career exploration and equip them with the knowledge they need to make life shaping and career decisions. Edynamic Learning also support a career readiness program that has sequenced tracks aligned to national standards and puts students on a track to obtain industry certifications and secure employment in high paying, high demand jobs.

Features of Edynamic learning's courses include meaningful assessments, reflective discussion assignments, review games, personal curriculum narratives, captivating course lab activities, podcasts, balanced reading levels, contemporary graphics, and are iTunes audio integration capable. When combined with Virtual Preparatory Academy of Pennsylvania's passionate online teaching staff, these courses really help students identify their career interests and skill sets.

As a part of the Virtual Preparatory Academy of Pennsylvania's vision, the school will strive to incorporate new curricular resources. The school and service provider's academic teams evaluate the relevance and effectiveness of the existing curriculum based upon achievement and performance data, staff reports and the identification of gaps in alignment with the Pennsylvania Core Standards. The teams research other curriculum resources that can fill the gaps and help the school achieve better performance. When curriculum pieces that meet the criteria are identified, a

pilot program is conducted with select staff. The staff and students piloting the curriculum provide feedback on its efficacy. If the academic team believes that the piloted curriculum fits student and staff needs moving forward, information regarding the curriculum and the pilot program is presented to the school's Governing Authority. With board approval, the curriculum is then selected. Curriculum pieces that are not successful, based on pilot criteria, are not selected for consideration.

The Charter School expects that students will engage in educational activities assigned by the Charter School on all school days unless ill and substantiated with proper documentation. The Charter School maintains written records that contemporaneously document all student attendance and make these records available for audit and inspection.

Students are expected to log in daily to the learning environment and actively participate in their courses. With the exception of scheduled (live) sessions, a student may plan his/her daily schedule to best suit his/her needs and learning style. Below is an outline of the amount of time students can expect to work in each subject each day. The total time may be spent in live class sessions and/or working independently. Teachers will suggest daily guidelines on assignments. Students will have the option to do a modified schedule with fewer classes over a shorter time period. For example, students may take three classes over eight weeks using block scheduling, which is the equivalent to the following over the course of a regular semester, but the classes are more intense in their content.

#### **Grades K-5**

- Language Arts – 120 minutes
- Math – 90 minutes
- Science – 60 minutes
- Social Studies – 60 minutes
- Electives – 30 minutes
- Physical Education – (varies)

#### **Grades 6-8**

- Language Arts – 60 minutes
- Math – 60 minutes
- Science – 60 minutes
- Social Studies – 60 minutes
- Physical Education – 60 minutes
- Electives – 60 minutes

#### **Grades 9-12**

- Language Arts – 60 minutes
- Math – 60 minutes
- Science – 60 minutes
- Social Studies – 60 minutes
- Class 5 – 60 minutes
- Class 6 – 60 minutes

### **A Sample of Daily Student Activity:**

The Virtual Preparatory Academy of Pennsylvania is founded on the principle of personalized learning and therefore a typical day varies with the modifications in curricular activities designed by the teacher in concert with the parent or guardian for those students under the age of 18 years. There are basic activities that occur each instructional day for all students as outlined below. The primary effort is to construct a learning plan that best meets the needs of the student and provides sufficient scaffolding of academic skill development to prepare the student for the next level of education and, in the case of senior high students, readies them for post high school education or entry into the economy. The Virtual Preparatory Academy of Pennsylvania's goal of developing independent learners spans the entire grade level spectrum.

The natural flow of independent learner development follows three benchmarked and measurable developmental steps. The steps are: (1) Early Elementary Grades organized to promote dependent learning based on extensive support of the teacher and learning coach in an environment of richness of exploration and student success oriented interactive activities provided by the curriculum, technology interaction +/- 20 minutes per day maximum, teacher and learning coach; (2) Upper Elementary Grades organized to promote acquisition of academic skills and the application of those skills in developing higher order thinking skills enriched with activities that develop and promote the use of independent learning through research, reading and writing, basic and advanced numeracy, provided by the teacher and technology interaction +/- 90 minutes per day maximum; (3) Middle School organized to develop and promote exploration through independent problem solving, self-recognition of deficiencies in academic preparation, motivation to learn, and enhanced use of technology applications and solutions leading to higher levels of academic achievement provided by the teacher and technology interaction of +/- 3 hours per day maximum; (4) Senior High School organized to scaffold learning deficits to bring students to acceptable and higher levels of skill and propel them forward in mastering the 21<sup>st</sup> Century Skills needed post high school through advanced study, advanced placement opportunities, career pathways, facilitated by the teacher, the online school and utilization of enriching technology applications as needed throughout the day to work independently and complete asynchronous and synchronous assignments.

#### **EARLY ELEMENTARY K-3 SAMPLE ACTIVITIES:**

- Parent/Learning Coach logs into Online School
- Online school serves up lessons for the day and scheduled activities including those activities to be supported by the Learning Coach
- Learning Coach and pupil read together the assignments and the daily schedule
- Pupil and learning coach organize the physical materials for the day's lessons and begin typical early elementary activities in three to four subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development
- Pupil and Learning Coach attend periodic synchronous sessions via the electronic classroom
- Pupil participates independently in technology supported learning games served up by the online school

- Teacher verifies attendance (3-5 hours required daily)
- Teacher and Learning Coach review progress and modify online school's menu as needed to maximize the learning potential of the student

#### UPPER ELEMENTARY 4-6 SAMPLE ACTIVITIES:

- Parent/Learning Coach and Student logs into online School
- Online school serves up lessons for the day and scheduled activities including those activities to be supported by the Learning Coach and Teacher
- Learning Coach and pupil read together the assignments and the daily schedule
- Pupil and learning coach organize the physical materials for the day's lessons and begin typical upper elementary activities in four to five subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development in addition to science, language development, and foreign language study if assigned.
- Pupil is introduced to age appropriate novels and other readings and assigned reading assignments from a reading list of relevant novels
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Grade 6 students are introduced to numeracy skills common in the middle school curriculum and using technology to electronically submit writing assignments to the teacher
- Teacher verifies attendance (4-6 hours required daily)
- Teacher and Learning Coach review progress and modify online school's menu as needed to maximize the learning potential of the student

#### MIDDLE SCHOOL 7-8 SAMPLE ACTIVITIES:

- Parent/Learning Coach and Student logs into online School
- Online school serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments to be done in concert with the online science curriculum
- Parent/Learning Coach reviews the days lessons and activities with the student
- Five subject areas are prepared for the day's learning activities
- Pupil attends synchronous learning sessions present under the direction of the teacher
- Pupils interact with others online in the development of group projects and assignments that require peer collaboration to complete
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Pupils work independently on skill and knowledge attainment assignments
- Pupils review expected outcomes for the day
- Pupils take quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (4-6 hours required daily)

- Teacher, Student and Learning Coach review daily progress and modify online schools menu as needed to maximize the learning potential of the student
- Parent/Guardian logs into Parent/Guardian online school account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with parent/guardian and pupil every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

#### SENIOR HIGH SCHOOL 9-12 SAMPLE ACTIVITIES:

- Student logs into online School
- Online school serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments, readings, written assignments, and synchronous activities to be done in concert with the online curriculum
- Student reviews the days lessons and activities with the Parent/Learning Coach
- Pupils review expected outcomes for the day
- Five subject areas are prepared for the day's learning activities
- Pupil attends synchronous learning sessions present under the direction of the teacher
- Pupils interact with others online in the development of group projects and assignments that require peer collaboration to complete
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Pupils take quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (4-6 hours required daily) Teacher, Student and Learning Coach review daily progress and modify online school menu as needed to maximize the learning potential of the student
- Students may participate in interest clubs, student government, and intramural sports
- Pupils participate in community support activities
- Parent/Guardian logs into Parent/Guardian online school account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with parent/guardian and pupil every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Some students receive and execute assignments early in the morning on the same rhythm of a traditional school, but many more find their productivity is best in the afternoon or evenings. At the Virtual Preparatory Academy of Pennsylvania, students learn at the times convenient to their schedules. Though students have the flexibility to choose the time frame in which they study, they are required to demonstrate work on at least one subject each school day. Students may seek teacher support and answers to questions either through email, by telephone or by logging on to a virtual live learning platform session where any number of students meet in a “virtual classroom.”



Students complete and turn in assignments regularly throughout the online course, take tests and quizzes, and also submit papers, essays and fieldwork assessments. A student's progress and grades are posted on a secure, private site so that both student and parents are always aware of their current status.

Students will work with the teacher and parent to agree upon the order in which the assignments will be worked on to ensure all coursework is completed in a semester. Some students may spend an entire week concentrating on math or history; others work on all their courses throughout the week.

### Course Offering List

*Note: This list can change as new courses/curricula are curated and procured. Not all courses will be offered each semester, but each student's Graduation Success Plan will be considered as long-term scheduling is done.*

## Virtual Preparatory Academy Catalog

### Elementary School Courses

<b>Language Arts</b>	<b>Science</b>
Language Arts K A&B	Science K A&B
Language Arts 1 A&B	Science 1 A&B
Language Arts 2 A&B	Science 2 A&B
Language Arts 3 A&B	Science 3 A&B
Language Arts 4 A&B	Science 4 A&B
Language Arts 5 A&B	Science 5 A&B
<b>Mathematics</b>	<b>Social Studies</b>
Math K A&B	Social Studies K A&B
Math 1 A&B	Social Studies 1 A&B
Math 2 A&B	Social Studies 2 A&B
Math 3 A&B	Social Studies 3 A&B
Math 4 A&B	Social Studies 4 A&B
Math 5 A&B	Social Studies 5 A&B
<b>Technology</b>	<b>Health &amp; P.E.</b>
Keyboarding	Physical Education K-1 A&B
Scratch Coding	Physical Education 2-3 A&B
	Physical Education 4-5 A&B
<b>World Languages</b>	<b>Arts/Music</b>
Spanish 3-5 A&B	Art Level 1
	Art Level 2
	Art Level 3
	Art Level 4
	Arts & Crafts K
	Arts & Crafts 1
	Arts & Crafts 2
	Recorders Level 1

## Middle School Courses

<b>Language Arts</b>	<b>Science</b>
Language Arts 6 A&B Language Arts 7 A&B Language Arts 8 A&B	Science 6 A&B Science 7 A&B Science 8 A&B
<b>Mathematics</b>	<b>Social Studies</b>
Math 6 A&B Math 7 A&B Pre-Algebra (Math 8) A&B	Social Studies 6 A&B Social Studies 7 A&B Social Studies 8 A&B
<b>Technology</b>	<b>Health &amp; P.E.</b>
Middle School Coding 1a: Introduction Middle School Coding 1b: Learning Python Gaming Unlocked Computer Basics	Middle School Fitness Middle School Health
<b>World Languages</b>	<b>Art &amp; Music</b>
Spanish 1 A&B (requires approval)	Middle School 2D Studio Art Middle School Digital Art & Design Middle School Exploring Music Photography Basics

## High School Courses

<b>Language Arts</b>	<b>Honors</b>
English I A&B English II A&B English III A&B English IV A&B	English I A&B English II A&B English III A&B English IV A&B
<b>Mathematics</b>	<b>Honors</b>
Algebra I A&B Algebra II A&B Geometry A&B Consumer Math A&B Pre-Algebra A&B College Mathematics Preparation A&B	Algebra I A&B Algebra II A&B Geometry A&B
<b>Science</b>	<b>Honors</b>
Biology A&B Chemistry A&B Physical Science A&B	Biology A&B Chemistry A&B
<b>Social Studies</b>	<b>Honors</b>
Civics & Government US History A&B World History A&B Economics	US History A&B World History A&B
<b>World Languages</b>	<b>Visual Arts</b>
Spanish 1 A&B Spanish 2 A&B Spanish 3 A&B	Art History: Origins Art History: Modern
<b>Physical Education &amp; Health</b>	<b>General Electives</b>
Physical Education Health	Music Appreciation Gaming Unlocked Criminology & Forensics Fashion Design Interior Design Animation Graphic & Web Design Photography Basics Entrepreneurship Computer Basics Character Education Sports & Entertainment Marketing Theatre, Cinema, & Film Production

## Advanced Placement Courses

<b>Language Arts</b>
AP English Language and Composition A&B AP English Literature and Composition A&B
<b>Mathematics</b>
AP Calculus AB A&B AP Calculus BC A&B
<b>Science</b>
AP Biology A&B AP Chemistry A&B AP Physics A&B
<b>Social Studies</b>
AP Government and Politics A&B AP US History A&B AP World History A&B
<b>World Languages</b>
AP Spanish Language and Culture A&B

### *Supplemental Curricular Resources:*

To address the wide range of learners at the Academy, a variety of additional resources will be utilized by teachers. Students and teachers will have access to additional tools through supplemental resources such as but not limited to:

*Brain Pop* - is an online animated curriculum-based content that is aligned to state education standards. The site includes video, game, quiz, and activity sections for science, health, writing, reading, social studies, and math based on national education standards.

<https://www.brainpop.com/>

*Gizmos* - interactive math and science simulations for grades 3-12. Over 400 Gizmos aligned to the latest standards help educators bring powerful new learning experiences to the classroom.

<https://www.explorellearning.com/>

*IXL* – an interactive online learning solution that helps teachers personalize instruction through comprehensive curriculum, continuous diagnostic, personalized guidance and analytics.

<https://www.ixl.com/>

*Reading A-Z* - an instructional content platform that provides Thousands of downloadable, projectable, printable teacher materials, covering all the skills necessary for effective reading instruction. <https://www.readinga-z.com/>

*Moby Max* – a highly interactive online learning solution to find and fix learning gaps with adaptive, differentiated learning in all K-8 subjects. [www.mobymax.com/](http://www.mobymax.com/)

*N2Y* – a software package that works with the IEP stakeholder team with automated, daily data to streamline reporting, maintain compliance and inform decisions. <https://www.n2y.com/>

*Newsela* – an instructional content platform that provides teachers and students with access to 20+ genres of content to support core instruction, like primary sources, reference texts, essays, fiction, issue overviews, and more—all at 5 reading levels. <https://newsela.com/>

*DIBELS* – provides a battery of short (one minute) fluency measures that can be used for universal screening, benchmark assessment, and progress monitoring in Kindergarten - 8th grade <https://dibels.uoregon.edu/>

- B. Describe how your school will meet the educational needs of students with disabilities in accordance with Chapter 711. Provide a projection of the number and type of special education programs that will be operated directly by your charter school or through contracts. Provide a projection of the number and type of related services that will be provided directly by the charter school or through contracts.

### **Special Education Students**

The Virtual Preparatory Academy of Pennsylvania will comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), the Individuals with Disabilities in Education Improvement Act (“IDEA”), as well as the Pennsylvania Special Education Rules. Virtual Preparatory Academy of Pennsylvania will contract with outside vendors for any services deemed necessary by the student’s Individualized Education Plan. Examples of these services may include speech, occupational and physical therapy as well as school psychology, evaluation, and intervention services. Vendors will be determined on a case-by-case basis depending on the geographic area the student resides in. In some cases, we may be able to contract with the local school district and when this is not possible, we will contract with third-party agencies.

When students with disabilities, including students with significant cognitive disabilities, need specially designed instruction or other supplementary aids and services to benefit from participating in regular education classrooms, as required in their IEP, the Virtual Preparatory Academy of Pennsylvania will ensure that those services are provided. A full range of services appropriate to meet the needs of the student are also considered, including but not limited to Speech/Language Pathology, Occupational Therapy, Physical Therapy, Orientation/Mobility, etc.

The school will ensure that the Head of School is fully trained in all the rules and regulations listed above. The Head of School will receive special education training as part of their comprehensive training. The Head of School will receive guidance special education support personnel (such as the Special Education Director) that will provide both guidance on the special education process and build capacity with the Head of School with ongoing training. In addition, school leadership will develop a special education procedural manual outlining the school’s provision of special education programs and services as well as compliance with IDEA and the Pennsylvania rules prior to the school’s opening.

All service decisions will be made by the IEP team including no less than the special education

teacher/provider of that student, parent/guardian, general education teacher of that student and the student (when appropriate). Placement decisions are considered at every full IEP team meeting (at least annually) and adjusted according to team decision. In selecting a placement in the least restrictive environment, consideration is given to any potential harmful effect on the student or the quality of services he or she needs, as well as ensuring that a student is not removed from general education solely based on the need for modifications of the general education curriculum.

Regular review of special education census data will be reviewed by the school, assuring that adequate attention is paid to compliance timelines, as well as special education personnel caseloads, with recommendations made to the school leader to add personnel as necessary to provide for not only at least 20% of the initial projected enrollment, but also to adjust for additional personnel as enrollment and identification of students increases based on that enrollment. As more fully described below, Virtual Preparatory Academy of Pennsylvania shall be solely responsible for its compliance with Section 504 and the ADA.

**Child Find** – the Virtual Preparatory Academy of Pennsylvania recognizes its responsibility to locate, identify and evaluate all incoming and enrolled students in the school who are suspected of having, or known to have, a disability so that a free appropriate public education can be made available to all these children. To ensure compliance with these Child Find provisions of IDEA, the Virtual Preparatory Academy of Pennsylvania will put in place the following Child Find procedures through which to identify students with disabilities within the school enrollment and provide them services. This will include:

- Informing Parent/Guardians as to the scope and breadth of special education programs and services available to the school in literature and/or web site.
- Developing an Intervention process whereby:
  - All students in the school are assessed and progress monitored throughout the school year.
  - Such data is used to determine students who are struggling and require intervention, and such interventions offered to the students.
  - Students not responding to secondary levels of intervention (such as structured small group interventions) will enter a student study team process, and provided the opportunity to engage in more intense, individualized instruction. Movement from general to individualized interventions will be based on how the student responds to such interventions using objective measurement and assessment. Students not responding to interventions across this continuum of interventions will be referred for further evaluation for consideration for potential special education services.
- Either upon completion of the comprehensive systems of providing scientific, researched based interventions described above, or upon request from a parent/guardian, the student may be referred for an evaluation for eligibility for potential special education services. Such a referral will be made following:
  - A comprehensive review of existing evaluation data, including state and local assessments, observations and classroom data and data provided by the student's parent/guardian. Often, this data is collected and reviewed in an ongoing fashion as part of the intervention team process and further summarized and reviewed at the time of referral.

- Based on this review, the team will determine what additional information is needed to determine if the student has a disability, present levels of academic achievement and functional performance and/or what special education programs and services may be required.
- An evaluation will only proceed once a parent/guardian has provided written consent for such an evaluation
- Once that consent is received, an evaluation (based on the required additional information needed) will be provided within 45 days of that consent. Following such eligibility determination and IEP team will convene and a final IEP will be completed within 45 days of receiving written consent.
- Implementation of an initial IEP will only take place upon a parent/guardian providing written consent for the provision of those initial programs and services.
- When the school is made aware (through the regular registration process) that an enrolled student has a disability, the following steps will be taken:
  - If the student's current IEP is available, then the school will make an offer of a Free and Appropriate Education that:
    - Adopts that current IEP developed by the previous school until not later than the original expiration date, at which time an IEP team meeting will take place; or
    - A temporary placement/comparable services agreement will be drawn up that provides programs and service comparable to that on the previous IEP that are agreed to by the Parent/Guardian and the school. This placement would be in effect for no more than 30 calendar days, at which time an IEP team meeting would be convened and a new IEP developed.
  - If the student's current IEP is not available:
    - A temporary placement/comparable services agreement will be drawn up that provides programs and service comparable to that on the previous IEP that are agreed to by the parent/guardian and the school. This placement would be in effect for no more than 30 calendar days, at which time an IEP team meeting would be convened and a new IEP developed.
    - The school will make regular attempts to receive the previous records of this student from the previous district by providing a release for records form signed by the parent/guardian, making multiple attempts as necessary.
    - If the school is unsuccessful in obtaining such records, a review of existing evaluation data will take place and the student re-evaluated to determine eligibility for continued services.

**Evaluations and IEPs** - Students can be referred to special education either by the Student Support Team (SST) or by the parent/guardian. Such referrals will result in a review of all current data regarding that child and the evaluation review team will determine if any further data is needed to determine if the student has a disabling condition that is serviceable under IDEA. This review will take place no later than 10 days after the referral. In order for the school to carry out such a plan, the parent/guardian will need to consent to the plan in writing in accordance with IDEA. The school will contract for psychological or other services to carry out the evaluation plan. Copies of the evaluation results will be provided to the parent/guardian prior to an IEP meeting.

Any student eligible for services will undergo a review of current and past data at least every three

years. Such a review will take place for students with cognitive disabilities such as Mental Retardation every two years (§ 711.22). A review of existing evaluation data can be called for and re-evaluations completed more often as the parent and school deem necessary. Virtual Preparatory Academy of Pennsylvania will plan for and carry out re-evaluations based on the aforementioned reviews and will re-determine eligibility in an IEP team meeting. If the team (including the parent/guardian) determines that enough data exists to determine that a student continues to have a disability under State Code and continues to be eligible, an agreement will be entered into that no evaluations are necessary (for at least three years or until a determination is made that they are needed). If this option is exercised, the parent/guardian will be informed of their right to request an evaluation. Reevaluations will also be conducted to determine if a student is no longer eligible for services or for the purposes of exiting a student from special education programs or services in accordance with IDEA and proposed revisions to the State Code.

Any student identified with a disability that meets eligibility requirements where the team has indicated that the student requires special education programs and or services will receive appropriate programs and services as set forth in the student's Individualized Education Program (IEP). An IEP will be developed when the IEP team determines that a student is eligible for special education services (as outlined in the aforementioned section). The IEP team will consist at a minimum: an administrative representative (who has authority to commit the resources of the school/district/LEA); the parent/guardian; a general education teacher that services the student; a special education teacher, and the student if transition to adult services is to be considered. Current data is reviewed and a statement expressing present levels of academic achievement and functional performance will be developed, with corresponding observable and measurable goals set for the student. These goals will be carried out using a variety of service delivery options. A full continuum of programs and services will be considered with a placement decision to carry out the IEP in the least restrictive environment (LRE) that is appropriate for the student. Highly qualified special education teachers will be hired to facilitate the implementation of the IEPs, with the provision of such programming taking place either in the general education classroom or in a separate special education classroom, depending on LRE determination from the IEP team. The IEP Team will determine the need for the provision of special education services such as: speech language impairments, hearing impairments, orthopedic impairments, vision impairments, as well as assistive technology and/or other related/supportive services, e.g., orientation and mobility, physical and /or occupational therapy, etc.

Progress on IEP goals will be provided to the parent/guardian at least as often as progress is reported to the parent/guardian of students without disabilities. IEP teams will meet to revise and update IEPs at least annually but may also meet more often in order to modify the provision of programs and services or measurable goals when any member of the team indicates such a review is necessary.

The Virtual Preparatory Academy of Pennsylvania views the parent/guardian as vital members of the IEP team and will make every attempt to come to an agreement on the provision of special education programming and services to students with disabilities, however, we recognize that there are times when disagreement may occur. Upon receipt of a due process complaint, the Virtual Preparatory Academy of Pennsylvania will respond to the complaint within ten (10) days. Within fifteen (15) days of receiving notice of the due process complaint and prior to the scheduled due process hearing, the Virtual Preparatory Academy of Pennsylvania will convene a meeting with the parent/guardian in attempt to resolve the situation (resolution session). Mediation may be



sought to facilitate a successful resolution to the complaint. If a resolution cannot be reached within thirty (30) days of the complaint, a due process hearing will take place in accordance with IDEA and state regulations.

If both the family and school agree to such an approach, alternate methods to dispute resolution may be sought, including sessions facilitated by a Mediator approved by state. Either party may file a due process complaint with the state on matters related to identification, evaluation, educational placement of a student with a disability or provision of a Free and Appropriate Public Education. The Virtual Preparatory Academy of Pennsylvania will follow the Pennsylvania Rules for Special Education, including those rules governing complaints, mediation and due process complaints

**Family Educational Rights and Privacy Act** - The school will ensure compliance with the Family Educational Rights and Privacy Act by following the steps noted below:

- Parents/guardians (or any student over the age of 18) who request to inspect or review a student's educational records will be asked to put the request in writing to the Head of School specifying the record or records they want to review. All office staff will be advised of the process at the professional development training prior to the school's opening. Within 15 days of receiving the request, the Head of School will make arrangements for access and notify the Parent/Guardians/guardians/student of the time and place where the records may be inspected.
- If a parent/guardian or eligible student requests that notations be added to student's records, they will be asked write a letter of request to the Head of School, clearly identifying the nature of the additions. In addition, they will be asked to specify in their letter why they believe the information will be included in the student's file.
- All office staff will be advised of this procedure at professional development training prior to the school's opening.
- Parent/guardians and eligible students will be provided their right to consent to any disclosures of personally identifiable information contained in a student's educational record except if the disclosure is to school officials who need the information for legitimate and sound educational reasons. The charter school considers such "school officials" to be one or more of the following:
  - Head of School
  - The student's teacher/paraprofessional
  - Board member (under limited circumstances)
  - Board attorney
  - Designated school employee
  - A school official must be fulfilling his/her professional responsibility to have a legitimate educational interest to review a student's educational record.

**Communication** - Parent/Guardians/guardians of students with disabilities will be advised of student progress through parent/guardian conferences, report cards, updated Individualized Education Programs and by grade updates that will be provided through a parent's/guardian's individual login to the online campus just like parent/guardian of students without disabilities. Parents of students with disabilities will be given progress reports on progress toward IEP goals at least as often as parents receive progress reports on student progress in the general

curriculum (at least quarterly, more often as dictated by general education communication practice).

The online format enables parents/guardians, students and teachers to track grades and progress daily. In addition, formal communications will occur periodically throughout the school year as indicated below:

Parent/Guardian Conferences – required meetings in which the student’s progress is discussed and samples of work provided	4 times per year
Report Cards – distributed at the Parent/Guardian conference	4 times per year
Grade Level Updates – although not specific to the achievement of an individual child, provides parent/guardian with curriculum updates	2 times per year

The Virtual Preparatory Academy of Pennsylvania believes that the school and the family must be working in concert to have the maximum impact on the child’s development and, therefore, will strive to ensure that parents/guardians are in attendance at meetings, throughout the process, regarding their child so that their understanding of the child and his/her needs are discussed as a critical contribution to the development of the IEP. Meetings involving discussion of the needs of the individual student with disabilities will be scheduled so that parent/guardian will be able to attend.

**Parent/Guardian Satisfaction Surveys** - *The school intends to use Parent/Guardian Satisfaction Surveys specific to special needs students in order for parent/guardian to have an opportunity to evaluate the quality of services provided to their child. The survey includes questions regarding the level of satisfaction concerning:*

- The degree of involvement in the development of the IEP
- The extent to which the Parent/Guardian’s opinions have helped shape the special services their child is receiving
- The quality of communication with the school
- The progress being made in carrying out the special education plan for their child

Although the survey is confidential, parents/guardians are provided with the opportunity to give their name and phone number if they want the Head of School or another individual to contact them to discuss their comments.

**Section 504 Students** – the Virtual Preparatory Academy of Pennsylvania recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Virtual Preparatory Academy of Pennsylvania. Any student, who has an objectively identified disability, which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the school.

A 504 team will be assembled by the Head of School of Virtual Preparatory Academy of Pennsylvania and shall include parent/guardian, the student (where appropriate), and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records, including academic, social and behavioral records and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been

evaluated under the IDEA, but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered so as to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent/guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for special education assessment will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Virtual Preparatory Academy of Pennsylvania's professional staff.

The 504 Plan shall describe the Section 504 disability and any program modification that may be necessary. All 504 team participants, parent/guardian, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed regularly to determine the appropriateness of the Plan, continued eligibility or readiness to discontinue the 504 Plan.

### **ESL Students**

All students enrolling in the Virtual Preparatory Academy of Pennsylvania will have a parent or guardian complete the Home Language Survey. The Home Language Survey will be translated into the languages represented in the school area population. If answers indicate there are languages other than English spoken in the home, these students will be assessed for English language proficiency (ELP) using the WIDA. This will be administered by the ESL program administrator trained to understand the needs and concerns of English language learners (ELLs) and their families. Bilingual support will be made available to families who require translation services.

The ESL program administrator will also take previous academic performance into account. The

two components of the student's academic record include grade reports and results on standardized, criterion-referenced assessments. The ESL program administrator will look for evidence of the student's ability to succeed in English or English language development courses, the student's ability to succeed in core content areas, including math, science, and social studies, and whether the student has received language support services in another school environment. The ESL program administrator will review all available data from standardized test scores (going back as many years as the student has taken them) to analyze the test performance for patterns demonstrating strengths and weaknesses. During the oral interview, the ESL program administrator will informally assess the student's on-demand English proficiency.

If an assessed student requires language development courses and special services for these language needs, this student is considered part of the ESL program. Once a student has tested in to the ESL program, the student will receive age-appropriate and level-appropriate instruction in all core areas, will undergo annual testing to determine advancement in ELP levels, and will be eligible to test out of the ESL program at any time the student is able to satisfy the exit criteria

- C. Describe the teaching methods that will be used to deliver instruction and assess academic performance. How will this pedagogy enhance student learning?

### **Instructional Practices**

Learning best occurs when teachers are well prepared, best practices are employed, the students are engaged, and the lessons suit individual needs. The Virtual Preparatory Academy of Pennsylvania's educational approach will feature an innovative curriculum, a high degree of connectivity and personalized attention, intensive teacher training grounded in strong academics, character education and service learning. Virtual Preparatory Academy of Pennsylvania's program will focus on practical application of knowledge and strong family and community involvement with the school

The Virtual Preparatory Academy of Pennsylvania's instructional approach stems from proven research and our team's years of experience in effective instructional and administrative practices. The fundamental elements of our instructional strategy are:

- **Synchronous and Asynchronous Instruction:** The Virtual Preparatory Academy of Pennsylvania integrates online instruction into everyday practice. The program features both live "synchronous" instruction as well as content-rich "asynchronous" lessons. The Virtual Preparatory Academy of Pennsylvania uses the best, standards-based content and leading online delivery methods to assure an exceptional learning experience.
- **Differentiated Instruction:** Differentiation is a teacher-driven effort to respond to variations among learners. Teachers can differentiate instruction in at least four areas: content, process, products/culminating projects, and learning environment. Additionally, the Learning Management System provides the capability to personalize assignment selections through grouping. Virtual Preparatory Academy of Pennsylvania teachers are trained in effective strategies for successfully tailoring all of these areas to individual student needs, ensuring that different learners are all provided the best opportunity to succeed. During synchronous sessions teachers assess students on the content standard to be covered for the day. Breakout rooms are then created that allow students to receive enrichment on the standard, additional practice, or significant reteaching with another approach.

There is much evidence showing that students are more successful academically if they are taught in ways that match their readiness levels (e.g., Vygotsky, 1986 Expert teachers pay attention to their students' varied learning needs (Danielson, 1996); "to differentiate instruction, then, is to become a more competent, creative, and professional educator."<sup>1</sup>

In this way, the curriculum and teaching strategies at the Virtual Preparatory Academy of Pennsylvania will accommodate the needs of a diverse set of learners – those students who are eager to stretch their horizons on a challenging path and those students who require more time-on-task and personalized courses that spark their interest and open a world of engagement. Innovative and effective instructional methods include: cooperative learning, graphic organizers, role-playing, activating prior knowledge, personal connection journaling and the Socratic Method for discussions.

**Student Experience** - Students will engage with a rich level of synchronous content resources throughout the week.

- State certified Pennsylvania teachers trained specifically in the delivery of online instruction
- Teachers will conduct whole class, small group, and one-one instructional sessions as needed to support student learning. Teachers will use a variety of formative assessments to guide them including analyzing student work on assignments, quizzes/tests, oral questioning, or student and parent feedback.
- Courses mapped to graduation requirements using the Graduation Success Plan and one of the state pathways (Keystone Proficiency, Keystone Composite, Alternate Assessment, Evidence Based, or CTE) as a guide.
- Courses structured to provide students the necessary knowledge and skills to achieve proficiency on the Pennsylvania System of School Assessment (PSSA), Keystone Exams, Pennsylvania Alternate System of Assessment (PASA) and other assessments and Graduation Tests.
- Access to a broad array of elective courses
- Daily access to communication with teachers and academic advisors.
- Access to regionally located events around the state for tutoring, state testing, or experiential learning

**Instructional Technology** – The Virtual Preparatory Academy of Pennsylvania provides instruction primarily through a learning management system (LMS), Canvas, and a Webinar Platform (Big Blue Button).

All students will have an account in the Canvas learning management system. Canvas connects all of the digital tools students and teachers use in one easy place. The platform is intuitive, collaborative, and can be accessed anytime, anywhere, on any device. Because it is easy to learn, implement and use, Canvas allows all stakeholders to participate without the perceived obstacles often associated with new software.

Features of Canvas include:

- Graphic Analytics and Reporting which turns student performance and usage data into meaningful insights that can inform instruction.

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<sup>1</sup> All references from Tomlinson, C. (2001). *Differentiation of Instruction in the Elementary Grades*. ERIC Digests. Says elementary

- A badge and reward system that can be customized.
- A global calendar for assignments and course work providing students a way to manage their schedules and prioritize their tasks.
- Collaborative workspaces, discussion areas, ePortfolios, web conferencing and audio/video message capability provide students with a variety of ways to demonstrate learning.
- A dashboard and activity stream provides students with a snapshot of the latest and most relevant course information upon login.
- Notification preferences allow users to receive course updates when and where they want—by email or text message.
- Parent co enrollment connects parents to students' classes automatically—giving them the insight to be successful.

Through effective use of this technology, teachers, parent/guardians and students will be able to interact through webinars, online chat and email, enabling teachers to custom-tailor academic programs to students' unique skills and interests – all aimed at optimizing students' learning experience.

The Virtual Preparatory Academy of Pennsylvania's webinar software, Big Blue Button is used for synchronous collaboration between teacher and students and among students. When working on a project, students can go to the teacher's virtual office and work together on a project. They have use of a whiteboard, typed chat, voice chat and webcams to do this. Documents can be file transferred while in an online session and the moderator can share his/her desktop to show, in real-time, how to accomplish a task. If the student is given moderator rights, the student will be able to share his/her desktop or application with other students. They can all edit a document at the same time and can all view the changes simultaneously. Additionally, if a teacher is holding a whole-class meeting in his/her virtual office, he/she can create "breakout" rooms where collaborative groups can meet to discuss a project or work on content.

### *The Student Experience*

#### Assumptions:

- Student attendance is crucial to their success. As a part of the Graduation Success Plan, student schedules for online and offline work time will be discussed. These schedules will be revisited periodically and adjusted to meet student needs.
- Student participation is essential to success. All students are expected to participate fully in their course schedules and communicate responsibly should any issues arise.
- Effective and timely communication is crucial. All stakeholders are expected to respond to all email and phone communications within 24 hours on school days.
- Student schedules will vary according to the student's GSP, the courses being taken, and the student's personal circumstances.

D. Attach the school calendar and identify hours of the school operation, as per Section 1715-A(9).

Virtual Preparatory Academy of Pennsylvania will be a cyber charter school for students in grades

K-12 throughout Pennsylvania offering traditional and accelerated options. The school will offer multiple calendar options: traditional and accelerated (for students in grades 9-12). In all options, students will complete the required 180 school days, which can be completed in a traditional August-May school year. Virtual Preparatory Academy will offer courses throughout the year by providing students with flexible pacing options for meeting state education standards.

The Board will approve the school calendar annually. The school calendar may be extended to allow families more flexibility in completing the year’s work, or to provide extra learning time for students who are at risk (generally not by more than two weeks). Figure 1 is the anticipated traditional and accelerated pacing student calendar for the 2021-2022 school year. School will not be kept open for students or staff on Sundays, Fourth of July, Memorial Day, Thanksgiving, the first of January, Christmas, or Saturdays unless Monday is the weekly holiday for the entire school year.

**Figure 1: Student Calendar 2021-2022**

<b>Event</b>	<b>Date</b>
First Day of School	August 23, 2021
Labor Day (No School In Session)	September 6, 2021
Thanksgiving Break (No School in Session)	November 25-26, 2021
Winter Break (No School in Session)	December 20, 2021 – January 2, 2022
Martin Luther King Jr’s Birthday (No School in Session)	January 17, 2022
First Semester End Date	January 21, 2022
Spring Break (No School in Session)	March 30 - 31, 2022
Memorial Day (No School In Session)	May 30, 2022
Second Semester End Date	June 1, 2022
Last Day of School	June 1, 2022

**Hours of Operation**

The school site will operate Monday through Friday from 8:00 AM ET – 4:00 PM ET. Since this is a cyber learning environment, the school day is not limited to certain hours for start and end times. The teaching staff is available during the hours of operation.

**2. School Accountability**

- A. What methods of self-assessment or evaluation will be used to ensure that the school is meeting its stated mission and objectives?

## **Assessment and Alignment with Curriculum and Instruction**

A strong assessment plan is the cornerstone of any successful instructional program. The Virtual Preparatory Academy of Pennsylvania will implement numerous assessment tools for students in Virtual Preparatory Academy of Pennsylvania in order to determine student educational needs and measure improvement in performance over time.

- **Incoming student assessment** - All new students coming into Virtual Preparatory Academy of Pennsylvania will be screened for learning readiness. Upon enrollment, each student's prior performance results will be obtained from their prior schools. Data from ongoing assessments, annual tests, pre and post-testing and the other forms of assessment will be logged in the student's individual file and will be utilized to develop the student's Graduation Success Plan (GSP). In addition, all entering students will also undergo skill testing using a computer adaptive assessment and the Nationally Normed Assessment results to identify specific instructional targets for the state standards.
  
- **Ongoing assessment** – Once a student is enrolled at Virtual Preparatory Academy of Pennsylvania and has finalized his/her GSP with the advisor, the student will participate in a variety of performance assessments over to time to monitor their progress and modify their academic program to keep them on track for academic success. These assessments include:
  - **Computer-adaptive assessments:** These quick assessments have the advantage of allowing frequent and convenient monitoring of the academic achievement of individual students and classes to identify areas for improved instruction across groups of students as well as at an individual level.
  - **Nationally Normed Assessments (i.e. NWEA or iReady):** The assessments are taken quarterly by all students. Baselines are established within the first three months of the school year. Once a baseline has been established, performance is measured quarterly and from the beginning to the end of each term.
  - **State-sponsored criterion referenced tests:** These are State of Pennsylvania mandated tests designed for gathering detailed information about how well a student has performed on each of the educational goals of the curriculum.
  - **Authentic assessments using e-portfolios:** Portfolios document students' work, display a command of skills and content, and provide insight into the learning process over time. These include student work samples along with observations and evaluations of student learning and performance by the student, school staff, parents and peers as applicable.
  - **Performance-based assessments:** These assessments require students to actively solve problems and apply knowledge in production-driven learning activities such as science experiments, math problems, dramatic and oral presentations, etc.



The table below provides a summary of the assessments we plan to use to monitor student performance at Virtual Preparatory Academy of Pennsylvania, the frequency of testing, and the grade levels to be tested.

<b>Assessment Tool</b>	<b>Frequency</b>	<b>Description</b>
<b>Online Assessments</b>	Ongoing, weekly and as needed	Computer assessment. Determines mastery of core standards with items aligned to the Pennsylvania Accountability System (PAS)
<b>Nationally Normed Assessments (ie NWEA/iReady)</b>	Quarterly	A computer-adaptive test that lets teachers quickly determine the proficiency level of student on specific state standards.
<b>Pennsylvania Accountability System (PAS)</b>	Annually for most grades.	State mandated criterion-referenced test.
<b>ePortfolios</b>	Ongoing, weekly as per GSP	Utilized as authentic assessments documenting student achievement over time.
<b>Performance-based assessments</b>	Ongoing, as needed	Includes science experiments, dramatic & oral presentations, video productions, and research projects.

Performance data from nationally normed assessments and the online assessments are available instantly in the online program, so they become the primary resource enabling teachers to modify their instruction to insure any achievement gaps are covered. This assessment data is reviewed by grade level and course content teacher teams and is placed quarterly in the context of the school improvement plan goals and objectives. All key data is collected for each student's Individualized Learning Plan which is reviewed three times per year with each student, his or her parent, and the respective teacher. This review allows for an objective review of achievement and development of strategies to improve achievement.

- B. How will teachers and administrators be evaluated? Describe your standards for teacher and staff performance.

#### Teacher Evaluations

The Board will employ all staff including the Head of School and teachers. Through the Statement of Agreement, the Board plans to contract to work with Accel Schools to develop effective performance evaluation practices built on the national experience of Accel Schools in the area of cyber education. Accel Schools uses a Performance Evaluation System (in conjunction with the

required Pennsylvania teacher evaluation model) to create a high performing school by encouraging employees to put forth their best effort, focusing all employees on the school's main goals, rewarding and retaining employees based on outcomes/results, and providing continuous feedback for employee development. All employees will be evaluated based on competencies along with state required metrics on student performance as required by law. The professional competencies will align with the core standards for teaching and may vary by type of teaching position (e.g. Special Education). Competencies will be reviewed with employees at the beginning of the school year and will be available to employees for viewing and comment throughout the school year.

Employees receive a formal mid-year review in December or January, and a formal end-of-year review in May or June. Employees also receive periodic feedback both formally and informally from their manager throughout the school year.

Competencies for teachers will be evaluated in the context of the school's goals, which evaluate student growth and achievement metrics, and observations of an employee's proficiency within each competency will be evaluated using various methods, including parent and student feedback, observations of lessons and interactions, and review of relevant documentation and data. The outcome of an individual teacher's evaluation will affect future decisions regarding staff retention, promotional opportunities, or disciplinary action and termination decisions. The competencies will be aligned with student achievement metrics and may include any of the following:

- Parent feedback,
- Supervisor observations,
- Statewide assessment results,
- School assessment results, and/or
- Student participation/completion.

#### Evaluation Process for School Administrators

The Board will employ the school administrators. The school administrators will be evaluated based on competencies along with state required metrics on student performance as required by law. The professional competencies will align with the administrative position (e.g. Lead School Administrator). The Board will evaluate the school administrators using data and may be assisted by consultative functions provided by Accel Schools.

School administrators receive a formal mid-year review in December or January, and a formal end-of-year review in May or June.

Competencies will be evaluated in the context of the school's goals, which evaluate student growth and achievement metrics, and observations of an employee's proficiency within each competency are evaluated using various methods including parent, school and community feedback; observations of lessons and interactions; and review of relevant documentation and data.

#### Standards for Teacher and Administrator Performance

To ensure the highest quality teaching, the Virtual Preparatory Academy of Pennsylvania will set as its goal that the majority of the teachers earn ratings of Effective or higher. The instructional staff will be observed on a regular basis and evaluated using a comprehensive, multi-layered evaluation system. The teacher evaluation system may include the following and will be aligned to Pennsylvania teacher evaluation systems:

- Parent surveys, which may rate such things as the responsiveness, effectiveness, knowledge, and skills of their assigned teacher(s);
- Lead School Administrator evaluations from observations of Learning Coach/student interaction, including synchronous sessions, and review of correspondence;
- Peer reviews evaluating the degree of cooperation, support and sharing of knowledge;
- Aggregate performance of enrolled students based on a value-added improvement model and documents by data from the LMS; and
- An annual performance plan created by each teacher incorporating strategies to achieve, measurable school goals.

The school administrator evaluation system will be geared towards evaluating the specific competencies that an effective administrator would display. This may include the following and will be aligned to Pennsylvania administrator evaluation systems:

- School Development and Leadership: school culture, creating a commonly owned vision and plan for success, high performing leadership team;
- Team Development and Leadership: school team formation, staff performance management, staff satisfaction and retention;
- Student Achievement/Data Management: instructional leader, internal/external data to effectively drive student achievement; and
- Personal Development and Professional Skills - leadership development of self, judgment and problem solving, knowledge and implementation of key policies and regulations, and an environment of trust which includes clear communication, relationship building and expectations, community relations.

C. How will your school be accountable to the parents of the children attending your school?

Frequent and purposeful communication with parents and Learning Coaches will help teachers monitor the student's progress, keep parents "in the loop" with current school happenings, and help the school grow and improve from parent feedback. Scheduled phone calls, LiveLesson sessions, WebMail messages, and face-to-face meetings at locations throughout the state will all be used to help conduct parent-teacher conferences. Teachers will document all communication with parents and/or students in the LMS, which allows for detailed tracking of interactions as well as seamless support for students and their families from multiple individuals.

Communication outside of the LMS for existing and prospective families and community members will also be important. will maintain a public website that contains all relevant and required information to ensure that all stakeholders are kept informed. The website will include enrollment and school information but will also create opportunities for parent-to-parent communication. The Virtual Preparatory Academy of Pennsylvania will develop a student information and community education plan to inform potential students, their parents/guardians, and other interested parties about the education program.

D. Discuss your plan for regular review of school budgets and financial records.

The Virtual Preparatory Academy of Pennsylvania will provide monthly reports to the Board and will have an annual audit conducted by an independent auditor. The audit will be conducted by an independent Certified Public Accountant selected by the Board in accordance with Governmental Auditing Standards and will meet the specific compliance requirements set forth by Pennsylvania and as required by the Annual Report filed August 1 of each year. The date of the annual independent audit will be determined by its by-laws and articles of incorporation's provision for end of fiscal year. The school will be insured as required.

The Virtual Preparatory Academy of Pennsylvania intends to use an industry-standard accounting software to gain insight into the school's finances, improve decision-making process, speed up response time to financial situations, and create powerful self-service analysis with business intelligence tools. The school will use the chart of accounts required by the PDE.

The school and the Board's Treasurer will work together to create monthly and annual financial reports.

E. Describe your system for maintaining school records and disseminating information as required under the Family Educational Rights and Privacy Act (FERPA).

The Virtual Preparatory Academy of Pennsylvania recognizes the need to protect the confidentiality of personally identifiable information in the education records of children. The Virtual Preparatory Academy of Pennsylvania will ensure the privacy rights of eligible children in the collection, maintenance, release, and destruction of records. Virtual Preparatory Academy of Pennsylvania will follow the provisions of 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 IDEA, and the Confidentiality Section of Pennsylvania Special Education Regulations and Standards and other student data privacy laws.

The Virtual Preparatory Academy of Pennsylvania will use PowerSchool to collect, manage, and maintain student records. The enrollment process will be fully integrated with and supported through PowerSchool. The Virtual Preparatory Academy of Pennsylvania has contracted with PowerSchool to use the enrollment service center for student placement support, as well as enrollment processing, set up, and support under the oversight of the Lead School Administrator and in compliance with local, state, and federal law. Once the enrollment process is completed and students are placed into courses, the students will appear to the teacher online, and the teacher can begin tracking, verifying, and reporting attendance.

The Virtual Preparatory Academy of Pennsylvania will house and maintain its physical records at its site in Harrisburg. Virtual Preparatory Academy of Pennsylvania will fully comply with the requirements of FERPA, a Federal law that gives parents/legal guardians and students certain rights regarding the student's education records. Included is the right to the protection of a student's education records and "personally identifiable information" from unauthorized disclosure.

In PowerSchool, access to student information and data will be controlled by a central team of administrators, trained in FERPA, using a complex system of roles, permissions, and locations. Only users in a particular location, who have permissions at that location, will be permitted to access student data that is permissioned using roles and locations. Data points and reports will be assigned to roles, including the Virtual Preparatory Academy of Pennsylvania vendors who use student data for accounting and billing purposes. Access to the 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.

In addition to the FERPA requirements, IDEA provides additional privacy protections for students who receive special education and related services. Part B of IDEA incorporates and cross-references FERPA. Virtual Preparatory Academy of Pennsylvania is aware of the cooperation between FERPA and IDEA and will adhere to the requirements of both. The school will also comply with the Protection of Pupil Rights Amendment and the Children's Online Privacy Protection Act of 1998 ("COPPA").

Under FERPA, an enrolling student will fall into one of the certain exceptions that will allow for Virtual Preparatory Academy of Pennsylvania to receive student education records from a previous school without the prior written consent of parents. However, upon enrollment, administrative personnel will ask parents to provide written consent for the release of their student's education records by signing a Release of Records form, allowing the school to receive the information from the student's previous district. Virtual Preparatory Academy of Pennsylvania will use the PDE Charter School Student Enrollment Notification Form for

notification of a student attending a charter school as required. Per FERPA, there are other exceptions to the release of student education records without the prior written consent of parents. Virtual Preparatory Academy of Pennsylvania is aware of such exceptions and, outside of these, will require the written consent of parents for the release of their student's education records to a third party.

While FERPA is vast in its discussion of the review, amendment, and privacy rights related to education records, it does not speak to the retention and destruction of such records and does not include a records retention plan. Along with a strict adherence to FERPA, Virtual Preparatory Academy of Pennsylvania will address compliance with a records management program that addresses the creation, maintenance, storage, and final destruction of records in accordance with Pennsylvania laws and regulations.

- F. Describe your system for maintaining accurate student enrollment and withdrawal information as required under Section 1748-A, Enrollment and Notification.

The Founding Board will contract with Accel Schools to implement and conduct the enrollment process, in accordance with placement and withdrawal policies and procedures adopted by the Board and reviewed by Board Counsel, which are consistent with local, state, and federal law. The enrollment policies will be reviewed by Board Counsel and approved by the Board as part of the overall school handbook.

The Virtual Preparatory Academy of Pennsylvania will abide by all applicable federal, state, and local statutes, policies, and guidelines for student enrollment and will not impose enrollment requirements that are inconsistent with these policies and guidelines. These policies and guidelines include compliance with the McKinney-Vento Act regarding homeless students. The Head of School or his/her designee will serve as the liaison for homeless students. Students who meet the definition of homeless shall not be barred from enrolling due to lack of required documents.

PowerSchool provides student enrollment and placement support in compliance with local, state and federal law. The enrollment process is fully integrated with and supported through PowerSchool, which collects and stores student enrollment and withdrawal data and provides status information each step of the way.

In the initial admission process, parents will complete a simple registration form online or via phone that collects their name, email address, address, phone number, student names, and requested grade levels, although failure to complete this form will not be a condition of enrollment. They will also confirm that they meet the basic eligibility requirements for enrollment (e.g., state residency and legal school age, as noted on the school's website and through a link on the enrollment page) and that they have read and understood the program's regulatory requirements.

Based on Section 1723-A of the Charter School law, any resident grade K-12 school age student in the Commonwealth is eligible to enroll in Insight Virtual Preparatory Academy of Pennsylvania. We will not discriminate in our admission policies or practices on the basis of intellectual ability or athletic ability, measures of achievement or aptitude, status as a person with a disability, proficiency in the English Language or any other basis that would be illegal if used by a school district. We will not use achievement tests, entrance examination tests or other means of testing a student's intellectual ability in order to grant or deny admission. We will not judge a student's grade point average in consideration of any student enrollment.

Virtual Preparatory Academy of Pennsylvania will require the state mandated documentation for enrollment including;

- Copy of a Birth Certificate/Proof of Age
- Immunization Record
- Proof of Residence (except for homeless students)
- Sworn Statement
- Release of Records
- Proof of Guardianship/Acknowledgement of Legal Guardianship Form, if applicable
- Home Language Survey
- In addition, the School will request that parents/students to complete a Student Enrollment Information Form, Instructional Use of Property Form, Family Income Form and PDE Notification Form. These are not conditions of enrollment.

Students may withdraw from Virtual Preparatory Academy of Pennsylvania at any time in accordance with the state statute. Prior to withdrawing, the school will encourage the Learning Coach and/or student to discuss with the school staff the reason(s) for withdrawing as it may be possible to address issues so the student does not need to withdraw. Virtual Preparatory Academy of Pennsylvania will request that the Learning Coach provide evidence of homeschool registration consistent with state requirements or the name and location of another public or private school that the student will attend. This data will be recorded and reviewed by the Lead School Administrator, so school leadership can continually reflect on the school's ability to serve its families and students.

Virtual Preparatory Academy of Pennsylvania will pursue truancy violations in situations where the student cannot be confirmed as attending as documented by their work product. Virtual Preparatory Academy of Pennsylvania will follow the compulsory attendance policy.

If a student becomes ineligible or leaves the charter school, PowerSchool will be updated and Virtual Preparatory Academy of Pennsylvania will ensure all appropriate paperwork is submitted and/or forwarded to the new school. As per Section 1748-A of Charter School Law, Virtual Preparatory Academy of Pennsylvania, and the parent or guardian, will provide written notification to the school district of residence within 15 days following the withdrawal of a student.

G. Describe plans to evaluate student performance.

A strong assessment plan is the cornerstone of any successful instructional program. The Virtual Preparatory Academy of Pennsylvania will implement numerous assessment tools for students in Virtual Preparatory Academy of Pennsylvania in order to determine student educational needs and measure improvement in performance over time.

- **Incoming student assessment** - All new students coming into Virtual Preparatory Academy of Pennsylvania will be screened for learning readiness. Upon enrollment, each student's prior performance results will be obtained from their prior schools. Data from ongoing assessments, annual tests, pre and post-testing and the other forms of assessment will be logged in the student's individual file and will be utilized to develop the student's Graduation Success Plan (GSP). In addition, all entering students will also undergo skill testing using a computer adaptive assessment and the Nationally Normed Assessment results to identify specific instructional targets for the state standards.
  
- **Ongoing assessment** – Once a student is enrolled at Virtual Preparatory Academy of Pennsylvania and has finalized his/her GSP with the advisor, the student will participate in a variety of performance assessments over to time to monitor their progress and modify their academic program to keep them on track for academic success. These assessments include:
  - **Computer-adaptive assessments:** These quick assessments have the advantage of allowing frequent and convenient monitoring of the academic achievement of individual students and classes to identify areas for improved instruction across groups of students as well as at an individual level.
  - **Nationally Normed Assessments (i.e. NWEA or iReady):** The assessments are taken quarterly by all students. Baselines are established within the first three months of the school year. Once a baseline has been established, performance is measured quarterly and from the beginning to the end of each term.
  - **State-sponsored criterion referenced tests:** These are State of Pennsylvania mandated tests designed for gathering detailed information about how well a student has performed on each of the educational goals of the curriculum.
  - **Authentic assessments using e-portfolios:** Portfolios document students' work, display a command of skills and content, and provide insight into the learning process over time. These include student work samples along with observations and evaluations of student learning and performance by the student, school staff, parents and peers as applicable.
  - **Performance-based assessments:** These assessments require students to actively solve problems and apply knowledge in production-driven learning activities such as science experiments, math problems, dramatic and oral presentations, etc.

H. How will student development toward the school's overall learning goals and objectives be measured?

The table below provides a summary of the assessments we plan to use to monitor student performance at Virtual Preparatory Academy of Pennsylvania, the frequency of testing, and the grade levels to be tested.



<b>Assessment Tool</b>	<b>Frequency</b>	<b>Description</b>
<b>Online Assessments</b>	Ongoing, weekly and as needed	Computer assessment. Determines mastery of core standards with items aligned to the Pennsylvania Accountability System (PAS)
<b>Nationally Normed Assessments (ie NWEA/iReady)</b>	Quarterly	A computer-adaptive test that lets teachers quickly determine the proficiency level of student on specific state standards.
<b>Pennsylvania Accountability System (PAS)</b>	Annually for most grades.	State mandated criterion-referenced test.
<b>ePortfolios</b>	Ongoing, weekly as per GSP	Utilized as authentic assessments documenting student achievement over time.
<b>Performance-based assessments</b>	Ongoing, as needed	Includes science experiments, dramatic & oral presentations, video productions, and research projects.

Performance data from nationally normed assessments and the online assessments are available instantly in the online program, so they become the primary resource enabling teachers to modify their instruction to insure any achievement gaps are covered. This assessment data is reviewed by grade level and course content teacher teams and is placed quarterly in the context of the school improvement plan goals and objectives. All key data is collected for each student's Individualized Learning Plan which is reviewed three times per year with each student, his or her parent, and the respective teacher. This review allows for an objective review of achievement and development of strategies to improve achievement.

- I. Describe how student evaluation will be used to improve student achievement and attain the stated learning objectives.

Formative assessments provide educators with critical information about student progress and can be used to adjust the teacher's approach and the pace of instruction throughout the year. Formative assessments are often used as tools for uncovering opportunities for instructional intervention because they give teachers information about where additional practice and support may be needed. Research has shown that timely and specific feedback from formative assessments can enable teachers to make a significant impact on student learning. In *Formative Assessment in Seven Good Moves* posted to the Association for Supervision and Curriculum Development (ASCD) website, Brent Duckor stated, "The research is clear: What teachers do in their classrooms matters. But which practices really make a difference? John Hattie (2012) conducted an extensive meta-analysis, looking at 800 meta-analyses that focused on locating a specific student achievement outcome and identifying an influence on that outcome. Formative assessment topped his list of the most

influential practices that improve student outcomes.”

Various assessments combined with top quality curriculum and instruction improves student achievement and maintains a high level of accountability. The Virtual Preparatory Academy of Pennsylvania’s assessment efforts begin with a thorough placement process and progress review, including online placements tests when needed, which help to customize the student’s academic program and formulate the Personalized Learning Plan (PLP). The Virtual Preparatory Academy of Pennsylvania will also utilize ongoing online and offline assessments to measure student progress on the curriculum, and a technology-based assessment tool to measure student gains over the school year.

### **3. School Community**

A. Describe the relationship of your school with the surrounding community.

Students will have the opportunity to participate in regular field trips and outings facilitated by school staff and Community Coordinators – parent volunteers whom VPAP supports in organizing such activities for families who live nearby.

B. Describe the nature and extent of parent involvement in the school’s mission.

Parent involvement is significant to the cyber learning model. There are many benefits to parent involvement in education. Parent participation in a child’s education can lead to improved grades and test scores, higher graduation rates, and greater enrollment in post-secondary education. Parents are crucial to the planning process of the school, as well as its operation. Interested parents have already played an important role in encouraging the formation of the school and will remain involved leading to the school’s opening. Parental feedback is also an important hallmark of the school’s outreach and information sessions in the community. The school will take full advantage of this valuable communication with families to ensure that the school reflects their unique needs and creative ideas.

Parents are key components of supporting the mission of VPAP. Through formal and informal channels from field trips to surveys, parents have an avenue to provide feedback and input. This ensures that the school will be on a cycle of continuous school improvement and that all stakeholders are valued. The school will draw upon the deep and diverse community connections represented on the Board, whose members represent business and education entities across the state and beyond, to ensure that students have multiple opportunities to benefit.

C. Describe procedures established to review complaints of parents regarding operation of the charter school.

Virtual Preparatory Academy of Pennsylvania will be committed to ensuring parent satisfaction and will take its responsibilities for the provision of educational services to students very seriously. These school responsibilities will be set out in the Parent/Legal

Guardian Agreement (PLCA) and the School Handbook and include such things as:

- Contacting the family regularly
- Delivering educational materials and equipment
- Providing accessible support

The school will also ensure the family and student adhere to their responsibilities as stated in the PLCA and the school handbook, and when necessary, will discipline a student for, violation of a school policy.

If a parent has concerns, he/she may institute the following proposed grievance process or one that affords appropriate levels of due process to be adopted by the Board once the charter is approved.

- A parent with the grievance must report the dissatisfaction and submit it in writing 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.
- The recipient of the grievance (generally the teacher) must review the issue with his or her supervisor (generally the Lead School Administrator) and respond to the parent within a reasonable time period.
- If the original recipient did not resolve the grievance, the parent should request a meeting with the recipient's supervisor. The supervisor should investigate the matter and schedule a meeting with the parent, the student (if necessary), and any other staff member (if necessary) within a reasonable time period.
- If either party does not resolve this grievance, the parent should then request a meeting with the school administration. School administration will investigate the matter and schedule a meeting within a reasonable time period.
- If a resolution was not reached at the three meetings, the parent may request a meeting with the Board, who will investigate the matter, and arrange a meeting within a reasonable time period. Current contact information for Board members will be listed on the school webpage.

*Explanation: Describe expectations of family members (or guardians) to be active participants in their children's education and the integration plan of the school to collaborate with other community organizations.*

#### **4. Extracurricular activities (athletics, publications and organizations)**

A. Describe the program of extracurricular activities planned for the charter school.

**Note:** Charter schools shall be permitted, if otherwise qualified, to be members of the Pennsylvania Interscholastic Athletic Association.

As an integral part of the academic program, students will also be offered access to clubs and special events (e.g., virtual talent shows, virtual art galleries, cards for hospitalized children) through which they can explore interests beyond the classroom, develop leadership skills, and make friends within their program and with students from other schools supported by Accel Schools.

If a student would like to participate in the extracurricular activities offered by his/her district of residence, the district must provide the student an opportunity to participate. This means that if the district holds tryouts for the team, it must allow cyber charter school students the same opportunity to try out for the team. If approved, the Board will create relationships in the form of Memoranda of Understanding with local school districts to ensure adherence to Section 1719-A (14), which states:

“Notwithstanding any provision to the contrary, no school district of residence shall prohibit a student of a charter school from participating in any extracurricular activity of that school district of residence: Provided, that the student is able to fulfill all of the requirements of participation in such activity and the charter school does not provide the same extracurricular activity.”

- B. Describe whether any agreements have been entered into or plans developed with the local school district regarding participation of the charter school students in extracurricular activities within the school district.

The Board has budgeted to provide some financial support to students who wish to participate in activities beyond what Virtual Preparatory Academy of Pennsylvania offers to currently enrolled students including activities such as, but not limited to, sports, theater, music, or clubs not currently offered to students. The Board will set a budget for these funds each year. The students must be in good standing from a participation perspective to qualify and must apply to have their activity approved in advance. The Head of School and/or designee will review each application and determine the amount to contribute to the student's activity in accordance with any Board-adopted policy or guidance. The Head of School will report annually to the Board on how the money was spent (for example: how many students participated, what types of activities did they participate in, feedback from students, and actual amount spent).

VPAP will endeavor to also work with local school districts to promote the district's extracurricular activities to VPAP's students. VPAP will pay the reasonable incremental costs incurred by these districts if students do participate in order to encourage expansion of the students' community.

## 5. Technology Support

- A. Describe how your cyber charter school uses technology to provide a significant portion of its curriculum and to deliver a significant portion of instruction using the Internet or other electronic means.

### Using Technology to Provide Curriculum and Instruction

Virtual Preparatory Academy of Pennsylvania will use both StrongMind (7-12) and Accelerate (K-6) Learning Management Systems (LMS). Both LMS combine learning management system, student information system, and communication tools that enhance all aspects of a cyber school from enrollment, curriculum, human resources, teaching/learning, and evaluation. The LMS integrates key functions and services that are critical to maximizing the academic experience and performance of enrolled students for both the education program and school operations. Virtual Preparatory Academy will have personalized access to the LMS through the creation of a branded registration page, login page, and menu bar. The LMS allows teachers, students and parents to:

- View daily, weekly, and monthly schedules at a glance;
- Access all lessons and course assignments;
- Monitor progress through access to the grade book
- Receive alerts and communicate through secure messages and access to Big Blue Button communications platform;
- Communicate with teachers and other students and families via message boards; and
- Provide written feedback about specific lessons and overall learning experiences.

The LMS will allow parents, counselors, teachers, Learning Coaches, and students to work cohesively in a safe and supportive environment.

Each system will allow teachers and students to interact with one another synchronously in a cyber classroom. Teachers will use the tools regularly to convene groups of students together to focus on particular learning topics and may also use sessions for independent student work groups to collaborate on activities, via chat, electronic boards, and shared web research. In addition, teachers will collaborate synchronously with students and Learning Coaches through phone calls to discuss the learning plans and conduct curriculum based assessments. Threaded discussions on course-based message boards are also used as appropriate by grade level to provide opportunities for collaboration and interaction among students. In addition, courses will incorporate graded asynchronous online discussions which are required for all students. This tool creates important opportunities for collaboration and interaction among students, increases writing skills, and provides opportunities for a “real-world” audience.

Along with the use of LMS sessions, Teacher tutorials will dramatically increase the effectiveness of the instructional model. Tutorials are highly interactive asynchronous which are incorporated into most lessons and provide students a dynamic, fun and engaging way to learn the concepts they need to complete the lesson. They incorporate graphics, video, and audio to show students the concepts and ideas they will need to complete the lessons. Given the balance of modes and media for learning at Virtual Preparatory Academy of Pennsylvania, actual time spent working online for students will vary according to each student’s developmental level, learning needs, and

learning styles.

Since most of the work is done offline for students in grades K-5 including reading books and writing, students will have a flexible schedule. Although the hours of instruction per week will vary depending on the pacing option chosen, Virtual Preparatory Academy of Pennsylvania will provide the minimum 900 hours per year of instruction for students in grades K-5. For students in grades K-5, between 20 and 30% of the school day will be centered on interactive online courses. Students in grades 6-8 will be provided with a prescribed schedule, although students may work with teachers as needed to create more accommodating schedules. About 50-75% of the school day will be centered on interactive online courses. Virtual Preparatory Academy of Pennsylvania will provide at least the required 990 hours of instruction per year. When students move into grades 9-12, they will maintain their prescribed schedule. Again, students may work with teachers to create modified schedules. About 75+% of the school day will be centered on interactive online courses. Although the hours of instruction per week will vary based on the pacing option chosen, Virtual Preparatory Academy of Pennsylvania will provide at least the required 990 hours of instruction per year at the secondary level, and considerably more for 9-12 students who choose accelerated schedules.

### **Improving Student Achievement through Technology**

Virtual Preparatory Academy of Pennsylvania will improve student achievement through the use of both StrongMind and Accelerate LMS. Intervention indicators will be displayed in each LMS to facilitate a teacher's identification of students who may be in need of additional differentiated instruction or intervention in math, reading, or both. These indicators are data-driven codes and are the first step of multi-tiered instruction. These indicators facilitate teachers' abilities to ensure that all students learn at high levels of achievement. These indicators/codes will be displayed on the teacher's home page to facilitate the teachers' ability to identify which students may be in need of additional instructional support. These codes will be used to identify students who may be at risk of failure, assist teachers in determining and implementing appropriate instructional interventions, and monitoring the effectiveness of interventions. Codes for intervention indicators are updated during each school year, based on formative assessment.

In addition, at both the section and individual student levels, the assessment performance reports can be generated displaying not only the essential skills and standards for a course, but also exactly where in the curriculum each of these is assessed. The assessments and reporting will provide real-time student performance on each of the essential skills and standards based upon individual assessment items which measure standards-based objectives that students should master by the end of that grade level. Data can be sorted to identify students who have mastered or not mastered specific objectives. Teachers can run this report as frequently as they like to see exactly how students are progressing with regard to each of the skills and standards for that subject and grade. This method accomplishes the following:

- Enhances the multi-tiered instruction model;
- Identifies essential skills and standards by subject/grade level;
- Identifies how and where these essential skills and standards are assessed within the program;
- Provides a system of support/response to Intervention and Instruction;

- Provides access to and analysis of real-time data to determine mastery/proficiency;
- Incorporates data-driven decisions throughout instruction;
- Maximizes use of the instructional support programs, resources, and data;
- Identifies the need for tiered interventions for non-mastered/proficient skills and standards; and
- Identifies students' response to the implemented interventions.

Students who are working below grade level based on mandated assessment results will also benefit from research-based intervention programs focusing on building proficiency in reading and math skills. Parents will be notified if their students qualify for these programs, and their cooperation will be secured for a series of intensive sessions with the student and his or her teacher focusing on areas needing improvement. The student will continue in the regular curriculum while receiving intervention, but the sessions will allow for focused remediation on topics likely to be problematic on the next mandated assessment.

Teachers will also implement a systematic approach to instruction, ensuring that all students receive the necessary level of support via technology throughout the cyber learning process. Beginning with identified essential skills and standards based on the Pennsylvania Academic Standards, teachers will be able to easily see what students should know and be able to do by the end of a specific grade in each of the core area subjects.

### **Systems of Supports/Response to Intervention and Instruction**

Timely intervention is critical, and schools must implement an instructional model that is designed to address both academics and behavior through a systematic problem-solving approach. Virtual Preparatory Academy of Pennsylvania's instructional model will aim to help all students meet with continuous academic and behavioral success. Virtual Preparatory Academy of Pennsylvania will use a wide range of evidence-based instructional strategies and resources for all students with fluid movement between the support tiers and levels. Teachers will increase the frequency and intensity of the intervention, or instructional support, based on students' responsiveness and learning/behavioral needs.

Through the use of early identification and implementation of research-based strategies and tools, Virtual Preparatory Academy will reduce the number of students who are at risk for learning and behavioral challenges. Data provided via the LMS will be used by all teaching staff throughout the school year to implement a structured system of instructional supports. These supports will include curriculum that is based on state and national standards, a high quality core instructional program, use of universal screeners, data-based decisions, tiered supports and services, involvement and engagement of Learning Coaches, and ongoing professional learning for staff. Students who are struggling with the evidence-based and standards-aligned core curriculum will be identified by teachers as early as possible so that differentiated activities can be assigned and student progress can be monitored closely. For students demonstrating a more intensive needs, a tiered approach will allow for more instructional support and increased progress monitoring. All efforts will be made to meet each student's needs within the general education program.

B. Describe how you will improve student achievement through effective uses of technology.

The gap in achievement between students from different socioeconomic and racial/ethnic backgrounds is one of the most persistent challenges facing educators, a challenge that has become increasingly imperative for schools to conquer as they struggle to meet the goals stipulated by ESSA. The Response to Intervention (RTI) model is used as a vehicle for closing the achievement gap between different subgroups of students. The RTI model identifies three distinct tiers of service delivery. The majority of students will need only Tier 1 services, the least expensive and most broadly available options for serving needs. A smaller percentage of people, however, will need more specialized assistance, or greater “dosages” of intervention: Tier 2. The third tier is reserved for those students who need the most intense assistance.

The success of this intervention model hinges on teachers’ and administrators’ ability to keep as many students in the primary and secondary intervention as possible, thereby concentrating resources on those students most in need of intensive aid, those in Tier 3. In applying the RTI model on a schoolwide basis, schools are expected to change the allocation of resources and reengineer their design and delivery of instruction in keeping with the tenets of the three-tier approach. Such reallocation of resources is projected to boost the academic performance of all students.

This model will be applied through the following methods:

- **Screening:** Placement tests, used in conjunction with any other assessment portfolio information we have on the student and placement according to that screening (of course we never use one data point – and it does not apply to certain populations such as students with IEPs or ELL).
- **Progress Monitoring:** Virtual Preparatory Academy of Pennsylvania will use the a nationally normed to progress monitor students against national standards quarterly. In addition, teachers will use NWEA to monitor progress on specific strands via curriculum based measures (weekly is the goal). Students with IEPs have goals and objectives with skills that are directly linked to state standards and benchmarks, and weekly probes are taken to progress monitor students toward the annual goals and objectives.
  - For students who are making progress, we consider them “responding to the intervention”. These are school-wide supports (correspond to the green below)
  - For students not responding to the school-wide supports, we move to the next level.
- **Intervention:**
  - The first level of secondary support would be to use the progress monitoring and achievement data to identify students at risk (this is the same process the school will go through to identify target groups for Title 1).
  - Group interventions are usually done for a period of weeks and the students re-assessed. Student responding to this intervention are either continued or removed from the intervention, depending on progress.

C. Describe the technical support that will be provided to students and parents.

Through our agreement with Accel, Virtual Preparatory Academy of Pennsylvania will provide



24/7/365 technical support through Online Help; live phone support via toll-free phone service and email to parents and students Monday through Friday 9 AM–9 PM Eastern Time and on-call support all other times. Technical support will address all hardware, software, networking, and connectivity issues. They will help troubleshoot any problems students are having. The support team members also have remote diagnostic tools that allow them to see a student's school-issued computer and correct problems from afar. Calls and emails are routed directly to the Technical Support staff on duty. After hours and on weekends, requests for help are recorded and responded to the next business day.

- D. Describe the policy for ensuring the privacy and security measures that will guarantee the confidentiality of data gathered online.

### **Security Measures for Confidentiality of Data**

The Acceptable Use policy for Virtual Preparatory Academy of Pennsylvania is provided in Appendix A.

The LMS contains several unique and efficient mechanisms for families and schools to communicate with one another. Since the LMS is a closed system, no communication can be made to or from anybody outside of the system. Parents or legal guardians can 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, parents can go to the directory to adjust their student's permissions at any time.

The LMS maintains a complex system of roles, permissions, and locations to control access to data and files. For example, a user has the teacher "role" in his or her school "location" and therefore is only able to access information about students in his or her school but is not able to access information about students in other schools. Likewise, a Principal (role) of a school (location) is only able to access information about students and teachers in his or her school and cannot access information about other locations.

Access to data is controlled by "role" also. In order to perform a particular job, a user has the necessary role(s) that will facilitate doing his or her job. For example, the enrollment staff is able to view, enter, and report on data about students for facilitating the enrollment process. Teachers can view, enter, and report on data to facilitate the learning process.

### **Data Center**

The LMS servers are hosted in an enterprise-class tier 3 data center. This facility is secured and access to the site is strictly controlled by select administrators. All Internet communications to and from the LMS servers are encrypted. Regular vulnerability scans and a rigorous patching process are in place to identify and address vulnerabilities in a timely fashion. StrongMind and Accelerate also provide industry standard equipment (e.g., firewalls, intrusion prevention systems), and services to further limit attack vectors.

### **Network and Systems Operations**

The LMS's multi-layer network employs a modular, scalable design that provides multiple levels of

security, redundancy, and fail-over. The network is built on a platform of redundant routers, firewalls, switches, and redundant content and load-balancing solutions. This design enables StrongMind and Accelerate to maintain a high availability network infrastructure while minimizing downtime.

### **Security Management**

StrongMind and Accelerate have invested significantly in a variety of infrastructure security measures to ensure the safest network transmissions of confidential and sensitive communications and to avoid service disruptions resulting from the accidental or intentional actions of external parties.

### **Data Backup**

To ensure that valuable data is available when needed, StrongMind and Accelerate have built a quality infrastructure that affordably protects school websites and content.

### **Site Monitoring & Site Security**

Security services provide a complete end-to-end information assurance, and vulnerability detection solution. Staff members monitor the web-hosting environment 24/7/365. In the event that a Website is not meeting the appropriate operating and performance criteria, alerts are sent automatically to the staff and engineering teams to resolve the issue as soon as possible. Site Monitoring includes:

- Monitor HTTP Service & SSL for HTTP service for availability and response times
- Perform Server PINGs
- Monitor Server URLs for availability, content and response times
- Display current status of all monitored components on a user-authenticated site
- Automatically alert notification if established thresholds are exceeded
- Monitor server CPU Utilization, disk space, memory, services and bandwidth
- Execute SQL queries to ensure database are functioning properly
- Infrastructure Security Components
- Ensure high availability firewalls through a high level of network access and information availability, as well as integrity and privacy with the redundant structure that supports synchronization and automatic failover
- Operate a corporate VPN to create efficient trust relationships for both site-to-site and desktop to host operations.

### **Fault Tolerance and Redundancy**

The LMS has fault tolerance and redundancy built into it at every level. If any one component in the LMS fails, its load is immediately picked up by other components and service is not interrupted. The power system has redundant generators and Internet connections. Multiple systems monitor all components of the LMS, including hardware and software, 24/7/365. Alerts are sent immediately whenever an issue is detected, from a bug in the software or a course to a server failure, and StrongMind and Accelerate's technology staff responds to every alert with immediate and appropriate action. Regular system releases occur regularly and hotfixes when necessary can be applied any time. Operating system, firmware, and service patches are applied to all systems on an ongoing, scheduled basis with patches typically being applied to production systems after a testing period in other environments. From a user perspective, such as students,

Learning Coaches, and teachers, should a power outage occur due to inclement weather, The LMS data and features will remain undamaged. Grade books, schedules, course completion data, and other elements will continue to remain updated and will be available when the user regains power and logs back into the system.

- E. Describe the methods to ensure authenticity of student work and the proctoring of exams.

#### Authenticity of Student Work

VPAP will use a program such as CheckMyWork, a plagiarism-prevention tool based on similar programs such as Turnitin, an online plagiarism prevention tool, to help teachers and students identify and correct inappropriate re-use of content. Following established guidelines, students will be required to run their essays and other authentic assessment documents through CheckMyWork before submitting these assignments to the teacher and attach the CheckMyWork report URL to their submissions. This gives students an opportunity to correct any unintentional plagiarism and allows teachers to see at a glance where academic integrity issues may exist.

#### Proctoring Exams and Test Security

VPAP students will participate in state proficiency tests depending upon grade level. The school will set up in-person, proctored locations for state testing. VPAP acknowledges that Section 1744-A (2) encourages cyber schools and school districts to work cooperatively to accommodate students' needs in mandated testing. If needed, and where applicable, VPAP will work with an intermediate unit or a school district to request reasonable access to facilities for the administration of standardized tests.

The variety of assessment forms also promotes security. A student's work will begin with a placement process, providing the teacher with a solid baseline against which to compare online assessments to follow. Frequent online quizzes, periodic online and offline unit tests, (some of which are randomized and/or timed), CBAs, and the standardized pre-, mid-, and post-tests will be compared against the student's portfolio samples to detect any mismatches. Teachers will be specially trained in telephone and WebMail message questioning techniques to evaluate student mastery of concepts.

Students and parents suspected of inappropriate assessment behavior will be confronted immediately and subjected to standard disciplinary action. All students will be required to sign the Honor Code indicating their understanding of the expectations of academic honesty. Cheating, plagiarizing, or other acts of academic dishonesty are directly counter to the principles of academic excellence and harm most those students who engage in such activities—they cheat themselves of the opportunity to fully develop their intellectual abilities. The Honor Code will serve to reinforce students' commitment to academic excellence, and all students must sign this Honor Code.

- F. Describe equipment such as hardware, software and Internet to be provided to

students.

### **Hardware, Software, and Internet Subsidies**

We have included the technology specifications. When Virtual Preparatory Academy of Pennsylvania opens in 2021, the makes/models may vary but each unit will have comparable performance specifications.

Families will receive the following:

- One laptop computer per student in grades K–12
  - Hardware
    - HP model laptop
    - Intel i3-series processor
    - 15.6-inch LCD LED display w/ integrated webcam
    - 4 GB 1600MHz DDR3 (1 DIMM)
    - 1 TB Hard drive
    - 24X DVD/CDRW (fixed)
    - 10/100/1000 NIC
    - Broadcom® 802.11 a/b/g/n Wireless
    - Bluetooth 4.0®
    - 3 USB 2.0
    - Headphone/line out
    - External USB Dial-Up Modem provided as necessary
  - Software
    - Microsoft Windows 10 Professional
    - Microsoft Office
    - Ad-Aware SE Anti-spyware protection
    - Other software installed includes: Adobe Acrobat Reader, Flash Player, Shockwave Player, and Windows Media Player
    - Internet filtering software is available upon request
  - Extras
    - Headset/Microphone combo
    - Unlimited Technical Support
- 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.
- Subsidy for Student Technology Support Stipend: Each household receives a stipend paid three times a year to assist with the cost of Internet service and printer ink.

### III. NEEDS ASSESSMENT

#### 1. Statement of Need

##### A. Why is there a need for this type of school?

Cyber schools started in the U.S. in the mid-1990s with the widespread use of the Internet. In Pennsylvania, after the charter school law was passed in 1997, the first cyber charter opened its virtual doors in 2000. Enrollment in cyber charters has increased every year from 582 students in the 2000-01 school year to 21,824 students in the 2013-14 school year.<sup>58</sup> Demand for cyber schools has not diminished. With the unique offerings of flexible pacing and Service Learning enrichment, Virtual Preparatory Academy of Pennsylvania will provide Pennsylvania students with an additional educational option that is not currently available. The school will provide flexible scheduling for meeting Pennsylvania Academic Standards. Therefore, a statewide cyber school is an excellent way to make a school with flexible pacing options available to them.

##### B. Explain why the cyber charter school model is an appropriate vehicle to address this need.

Our target student profile is not limited to any particular demographic, however, student demographics are expected to be consistent with the racial and ethnic demographics observed in the data from throughout the state. Instead, the Academy is designed and organized to serve students and families who have chosen an online classroom setting for any of the following reasons, or other reasons relevant to the individual:

- Individuals who are self-directed and choose a wider range of academic options.
- Students of all ability levels seeking additional academic and learning opportunities.
- Family relationships, personal beliefs and values, and families who prefer to home school.
- Scheduling (i.e. sports, drama, extracurricular activities).
- High-risk/at-risk for successfully achieving high school graduation or equivalency.
- Health reasons prohibit them from attending normal classroom programs
- Students who wish to excel in the area of sports and related sport-oriented businesses

In education, one size does not fit all, and the Academy is dedicated to providing students and families with an online learning environment that can meet individual students' unique needs. The goal is to create a school that enables all of its students to becoming self-motivated, competent, lifelong learners. Virtual Preparatory Academy at Pennsylvania provides a rich, rigor-filled, technology-focused, tuition-free public education, with

accelerated pacing towards completion of a high school diploma with online curriculum content and classes– all day, every day, 24-7.

Online education in particular is growing in importance. Usage of computers has become commonplace in all lines of work. Weak economic conditions and growing opportunities for telecommuting find more parents at home. Shortages of teachers, particularly in key subjects such as science and math, limit classroom-based learning opportunities.

The article “Online Classes for K-12 Students, An Overview” by Education Week provides the following overview of national trends:

During the 2002-03 school year, for example, K-12 students took just 317,000 online courses, according to the U.S. Department of Education.

Evergreen Education Group, a consultancy whose researchers used a variety of data sources to estimate that 2.7 million students took roughly 4.5 million supplemental online courses during the 2014-15 school year. <https://www.edweek.org/ew/issues/online-classes/index.html>

Todd Hitchcock, Senior Vice President of Online Solutions, Pearson Learning Solutions, stated, “Learning is no longer limited to four walls – learning can happen anywhere – and it already is happening everywhere, every day. The growth of online learning underscores this need for quality, flexible education programs that meet the demands of our 21st-century workforce.”

Frank Mayadas, Senior Advisor to the Alfred P. Sloan Foundation and founding President of the Sloan Consortium noted, “As in past years, the survey demonstrates the continuing robust growth in a wide range of institutions. It underscores the importance of online learning in higher education in the U.S. What a remarkable ten-year period the survey has captured.”

Key report findings include:

- Over 6.7 million students were taking at least one online course during the fall 2011 term, an increase of 570,000 students over the previous year.
- Thirty-two percent of higher education students now take at least one course online.
- Only 2.6 percent of higher education institutions currently have a MOOC (Massive Open Online Course), another 9.4 percent report MOOCs are in the planning stages.
- Academic leaders remain unconvinced that MOOCs represent a sustainable method for offering online courses but do believe they provide an important means for institutions to learn about online pedagogy.

- Seventy-seven percent of academic leaders rate the learning outcomes in online education as the same or superior to those in face-to-face classes.
- The proportion of chief academic officers who believe their faculty accepts the value and legitimacy of online education has not increased – it now stands at only 30.2 percent.
- The proportion of chief academic leaders who say online learning is critical to their long- term strategy is at a new high of 69.1 percent.
- The perception of a majority of chief academic officers at all types of institutions is lower retention rates for online courses remain a barrier to the growth of online instruction.

*Explanation: Provide recognition of potential opportunities to improve service and expand choices for students and parents.*

## 2. School Demographics

A. What are the school’s enrollment projections for each of the first five years?

Year	K—5	6—8	9—12	Total
2021-22	100	200	200	500
2022—23	200	350	450 **	1,000
2023—24	300	400	800	1,500
2024—25	600	500	900	2,000
2025—26	1000	550	950	2,500

*What is the school’s ultimate enrollment goal?*

Virtual Preparatory Academy is looking to grow to an ultimate size of 2,500 students by Year 5- growing by an estimated 500 students each year.

What grades will be served? The school will serve students in grades K-10 in the 2021-22 school year and then serve grades K-12 in the 2022-2023 school year and beyond.

*What is the entry age for kindergarten students and the entry age for beginners?*

Virtual Preparatory Academy of Pennsylvania will follow the enrollment date established by the student's district of residence. By and large, the most common enrollment dates districts set for eligibility are that the student must be five years old by either August 1<sup>st</sup>, September 1<sup>st</sup>, or October 1<sup>st</sup> in order to be eligible to enroll. Following the rules set by the district of residence is a practice among some current cyber charter schools.

*How many students are expected to be in each grade or grouping?*

See the Table above

- B. Describe the community or region where the school, particularly the administrative office, will be located.

School leadership and staff will be located at the administrative and learning center in the city of Harrisburg, the capital of Pennsylvania. Harrisburg is only 100 miles from Philadelphia and 200 miles from Pittsburgh.

- C. Why was this location selected? Are there other locations suitable to the needs and focus of the school?

Virtual Preparatory Academy of Pennsylvania will serve students throughout Pennsylvania but the location for the school site was chosen in part because Harrisburg/York is centrally located in the state. Virtual Preparatory Academy of Pennsylvania is interested in partnering with the numerous higher education, non-profit, government, and community organizations in and around Harrisburg. Locating the school in Harrisburg also affords the school the ability to hire from a pool of qualified teachers.

- D. Describe any unique demographic characteristics of the student population to be served including primary languages spoken.

In statewide cyber schools, the demographics of the schools typically mirror the demographics of the states. Of the students who attend schools supported by Accel, over 48.3% met the federal Free and Reduced Meals (FARM) guidelines mirroring the national average of 48.1%.<sup>61</sup> In 2014, the Pennsylvania Department of Education reported that 48.1% of its students were eligible for FARM. Enrolled families will include many of modest means as well as single-parent/dual-working-parent households.

The Kids Count Data Center reported 15.4% of students with disabilities in 2013-2014 school year. Students with disabilities generally require special education through their schools, intermediate units or approved

The primary language spoken will be English.



### 3. District Relations/Evidence of Support

- A. Provide evidence that your cyber charter school has the sustainable support to operate.

The success of VPAP will be founded on its ability to provide its students and parents with a learning environment that meets their individual needs. In this application, VPAP has demonstrated support sufficient to sustain and maintain the school as an on-going entity. The Board has demonstrated long-term, sustained support for the school by generating a petition signed by 916 Pennsylvania residents, including 275 parents demonstrating interest pre-enrollment in Pennsylvania. These signatures represent over half of the first year enrollment of 500 students before any formal outreach has occurred.

The Board will prioritize creating and sustaining partnerships with organizations that complement the school's emphasis on Service Learning. For example, the Metropolitan Area Neighborhood Nutrition Alliance (MANNA) in Philadelphia has submitted a letter of support for the school to collaborate with their organization. A pediatric cancer doctor and scientist from the Children's Hospital of Philadelphia has submitted a letter of support. A founding school board member is the brother of the late Alexandria Scott, founder of Alex's Lemonade Stand Foundation. Another founding board member is a retired distinguished military officer. Several letters came from business owners who expressed support for character education as they address workforce issues. Each of these organizations and individuals will contribute to supporting VPAP students and teachers with engaging and impactful service learning opportunities. During the 2019-2020 planning year, VPAP will continue to secure more partnerships.

- B. What efforts have you made to notify the district(s) from which your charter school would draw students?

Virtual Preparatory Academy of Pennsylvania will be a state-wide cyber charter school open to every school age student in Pennsylvania. The Board will send a letter to superintendents off all 500 school districts in Pennsylvania notifying them of our application. The letter will request the opportunity to partner with the school districts to ensure we best serve the needs of the students from their district who enroll in Virtual Preparatory Academy of Pennsylvania.

- C. What efforts will be implemented to maintain a collaborative relationship with school districts?

In the letter to superintendents of all 500 school districts, the Board will share its intention to partner with school districts to ensure students from their districts are best served. For example, Virtual Preparatory Academy of Pennsylvania may establish relationships with individual school districts on matters concerning students with special needs and students intending to play sports or engage in extra-curricular activities in their resident district.

- D. Convey the scope of community backing for the proposed charter school and its founding coalition. Document community support among teachers, parents, students, community members, institutional leaders and others through the use of letters of support, surveys, or other tangible means.

The success of Virtual Preparatory Academy of Pennsylvania and its students is predicated on the support of communities. Support for Virtual Preparatory Academy of Pennsylvania from individual and organizational partners is reflected in the collected support letters which can be provided upon request.

Included in the appendix are letters of support from the following people and organizations:

- Mike Doyle, 18<sup>th</sup> District PA, Congress of the United States – House of Representatives.
- Dr. John Maris, Children’s Hospital of Philadelphia
- JodyAnn McIntosh, Senior Manager of Community Engagement, MANNA
- Moira Kelly, Pennsylvania Parent
- Rachel Shetterly, Woodside Station Boarding Stables
- Susan Dioguardi, Pennsylvania Parent
- Patricia, Bouvy, Pennsylvania Parent
- Ronald Bouvy, Pennsylvania Parent and Business Owner

## **IV.GOVERNANCE**

### **1. Profile of Founding Coalition**

- A. Describe the makeup of the group or partnership that is working together to apply for a charter, including the names of the founders, their background and experiences, and references for each.

The Pennsylvania non-profit corporation, Virtual Preparatory Academy of Pennsylvania, is the applicant submitting this charter application to open in September 2021 and will govern the school and will hold the charter. Virtual Preparatory Academy of Pennsylvania is incorporated as an independent, public, non-profit corporation and is not a subsidiary of another entity, or in any way connected with, or under the control of another entity. As public officials, members of the Virtual Preparatory Academy of Pennsylvania Board of Trustees will be subject to the provisions of the Public Official and Employee Ethics Act, 65 P.S. §1101-1113 (“Ethics Act”) and will file Statements of Financial Interest & Code of Conduct by May 1 each year. In addition, as members of the Board of Trustees they will have legal obligations under the Charter School Law and the Public School Code. The Virtual Preparatory Academy of Pennsylvania Board of Trustees will be a good and effective steward of public money and provide independent governance of the school’s administrators.

Virtual Preparatory Academy of Pennsylvania will be capable, in terms of support and planning, to provide comprehensive learning experiences to all its students as an independent public school operating as a non-profit entity with an established and effective Board of Trustees. As evidenced in this application and appendices, the Board has real and substantial authority over educational decisions, the operations of the school, and staff, including teachers.

The resumes, CVs, or bios for the founding board members are located in Appendix B. They include dedicated pioneer cyber school parents who have supported their children through PA cyber school programs and watched their successful completion of undergraduate programs. They include a former legislator/college professor who is also a distinguished military veteran. Another member is a recent Harvard graduate with a degree in economics who served as the CEO of a student run corporation with over \$5 million in revenue. This same board member is now working at his family foundation to find a cure for pediatric cancer. Another board member has extensive knowledge in financial advising and will serve as the board treasurer. The board chair is a former CEO, cyber school parent, and consultant to new start-up companies. Collectively, these Pennsylvania citizens care about providing the Commonwealth’s children with a high quality, college preparatory public school option.

- B. Discuss how the group came together, as well as any partnership arrangements with existing schools, educational programs, businesses, non-profits, or any other entities or groups. Provide information on the manner in which community groups are involved in the charter school planning process.

Two of the founding Virtual Preparatory Academy of Pennsylvania board members’ were parents

in other cyber charter schools and were familiar with the work by current Accel representatives, who previously worked at or supported that school. After several discussions, these parents agreed that a new high quality public cyber school focused on a college prep was needed. They agreed to serve. The board evaluated the skills needed for future members and each recommended a new member- one with a higher education and legislative background and the other with financial expertise. The fifth board member came from an outreach to a well-known Pennsylvania foundation, Alex's Lemonade Stand Foundation. With cyber schools serving so many chronic and sometimes terminally ill children, it was a good fit to have Alex's brother serve on the board.

In the future, we expect the school to establish partnerships with museums, state parks, higher education institutions and business leaders in all areas of the state. Parent and student groups will be an active part of school community and we expect to help initiate those groups immediately upon school launch. Finally, Virtual Preparatory Academy will take an active part in contributing to best practices in instruction, teacher professional development, and the operations of cyber charter schools at the state and national level. Teachers, administrators and board members will be encouraged to present at state and national conferences including the PA Coalition of Charter Schools, iNACOL, and other relevant education conferences.

C. Include any plans for further recruitment of founders or organizers of the school.

The Board will recruit additional members as necessary to form a diverse and well-balanced Board. Any member of the greater Pennsylvania community may seek appointment to the Board, with the exception of employees of VPAP and Accel Schools or any person who has been convicted of a felony. The Board will aim to have a parent of an enrolled student on the Board once the school is open.

**2. Governance**

A. Describe the proposed management organization of the school, including the following requirement:

An affirmative vote of a majority of the members of the Board of Trustees of the cyber charter school, duly recorded, showing how each member voted, shall be used in order to take action on the following subjects:

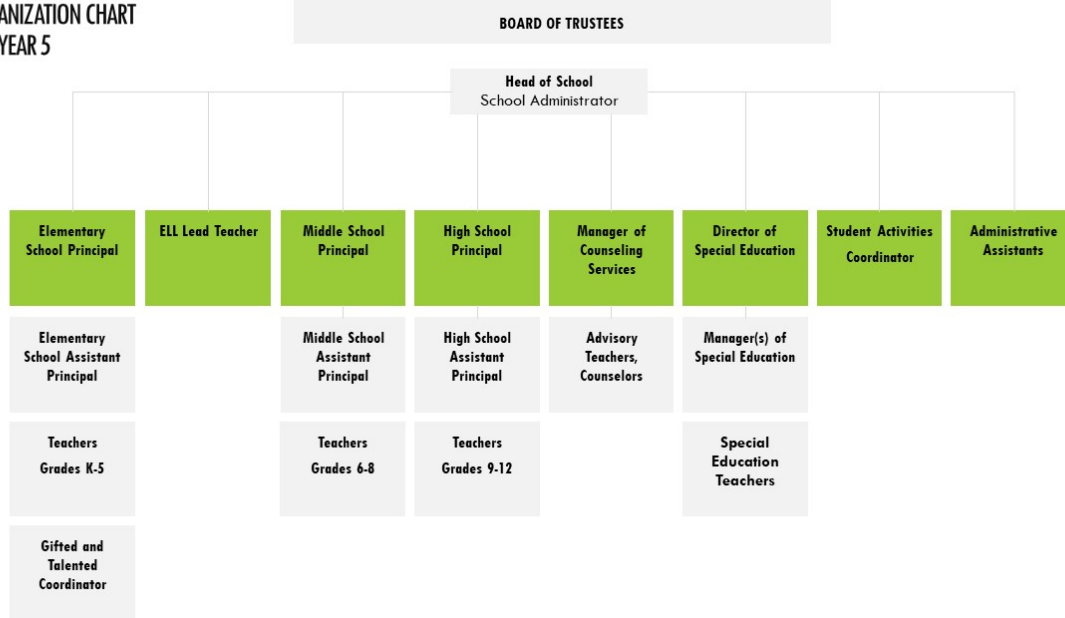
- School calendar (must include 990 hours or 180 days of instruction for secondary students [grades 7-12] and 900 hours or 180 days for elementary students [grades 1-6]. School cannot be kept open for students or staff on Sundays, Fourth of July, Memorial Day, Thanksgiving, the first of January, Christmas, or Saturdays unless Monday is the weekly holiday for the entire school year)
- Adopting textbooks
- Appointing or dismissing charter school administrators
- Adopting the annual budget

- Purchasing or selling of land
- Locating new buildings or changing the locations of old ones
- Creating or increasing any indebtedness
- Adopting courses of study
- Designating depositories for school funds
- Entering into contracts of any kind where the amount involved exceeds 200
- Fixing salaries or compensation of administrators, teachers or other employees of the charter school.

The Pennsylvania non-profit corporation, Virtual Preparatory Academy of Pennsylvania, is the applicant submitting this charter application and will govern the school and will hold the charter. Documentation confirming the filing for the school's non-profit corporation status is provided in Appendix D. The Board of Trustees currently consists of five members, representing parents, higher education, business, and the non-profit community. The Board will employ all staff including the Principal and teachers. In Year 1 and Year 2, the Principal will be considered the Lead School Administrator. As the school enrollment grows, the Board will hire a School Executive Director/CEO who will be considered the Lead School Administrator. The Principals will report to the School Executive Director/CEO.

The operating structure of Virtual Preparatory Academy of Pennsylvania will be similar to a traditional educational environment, with the Lead School Administrator implementing the policies and procedures of the Board while supervising the teaching staff. The Lead School Administrator will be responsible for the instructional leadership, curriculum implementation, personnel decisions, facilities management, and any special staffing needs. The Lead School Administrator will manage the teachers ensuring that each student successfully completes his/her instructional program. The Lead School Administrator will be responsible for the overall school operation working with parents, students, support staff, and highly qualified teachers who virtually facilitate the student instructional program. In addition, through a Professional Network, the Lead School Administrator will have access to the experience, expertise, and best practices of his/her colleagues leading schools supported by Accel Schools throughout the nation. Curriculum development will be contracted from Accel Schools.

**ORGANIZATION CHART  
FOR YEAR 5**



**Accel Schools**

Virtual Preparatory Academy of Pennsylvania anticipates contracting with Accel Schools to provide the educational products & services the Board has agreed on and described in the Statement of Agreement (Appendix E). Virtual Preparatory Academy of Pennsylvania’s Board of Trustees will maintain ultimate control of the cyber charter school. The Statement of Agreement also details the respective roles of the Board and Accel Schools and the services provided. The Board will employ all staff, including the Lead School Administrator. The Lead School Administrator and the Board have the authority to hire and terminate employees or contractors and the Lead School Administrator has the responsibility to provide the day-to-day direction and supervision to all employees of the cyber charter school.

Accel Schools is our partner, and as such, provides services that the school’s administrators and faculty utilize. Accel Schools reports to and supports the Board and the Board will exclusively manage the relationship and contract with Accel Schools.

B. How will the Board of Trustees be selected?

Trustees will be elected at a duly organized meeting of the Board by a majority of the Trustees in office. Members will take office immediately at the annual meeting, or other meeting, at which they are elected. Vacancies on the Board will be filled by a majority vote of the remaining members of the Board, or by a sole remaining Trustee, and each person so elected will serve for the balance of the unexpired term. Trustees will be divided into three classes, each class consisting of, as nearly as possible, an equal number of members. The members of the first class will hold office for an initial term of one year; the members of the second class for an initial term of two years; and the members of the third class for an initial term of three years. At the close of each annual meeting, the successors to the class of members whose terms expire that year will commence to hold office for a term of three years or until their successors have been identified. In the event of an increase in the number of Board members, the remaining members will assign the newly created position to the appropriate class or classes so that the three classes continue to consist of, as nearly as possible, an equal number of members.

Once the new Board is seated, the Board members will choose officers as per the bylaws. The officers of the Board will be a President, a Treasurer, and a Secretary.

After the initial Board is selected, the Board will also develop a Nominating Committee which will bear the responsibility of recruiting and interviewing prospective Trustees.

C. What steps will be taken to maintain continuity between the founding coalition's vision and the Board of Trustees?

The current Founding Board intends to transition to the Board of Trustees upon approval of the cyber charter application. Trustees will serve staggered terms ensuring the Board will not have all members terms end simultaneously.

Sustaining the continuity of the vision of the Founding Board requires careful scrutiny of prospective Trustees' commitment to the school's mission as well as continually educating Trustees as to the scope of their legal responsibilities such as duty of loyalty, obedience, and faithfulness to the school's mission. To that end, VPAP will hold annual Board retreats centered on effective Board development. During the annual retreat, the Board will revisit the mission and vision of the school to assess if the school is on track or if it needs to be updated based on how the school has evolved.

As initial Trustees leave the voting Board, VPAP will establish an Advisory Board to provide non-binding strategic advice with greater flexibility in structure. The Advisory Board would not have authority to vote on official matters or bear legal fiduciary responsibilities.

In addition, VPAP will actively seek to recruit educators, community stakeholders, and professionals to become members of the Board.

D. Describe the roles and responsibilities of the board.

The roles and responsibilities of the Board include, but are not limited to, the following:

- Practice financial management strategies,
- Act as fiduciary of the school,
- Provide academic program approval,
- Establish a framework for the budget process,
- Authorize major expenditures, substantial program changes, etc.,
- Elect the officers of the corporation and determine their terms,
- Ensure that the charter is achieving its vision and mission,
- Set Board policy,
- Evaluate and monitor the activities and success of the Lead School Administrator and other members of the school leadership team,
- Govern the operations of the school but leave daily operations to the Lead School Administrator,
- Exercise sound legal and ethical practices and policies,
- Manage liabilities wisely,
- Advocate good external relations with the community, school districts, media, neighbors, parents, and students,
- Hire and evaluate the Lead School Administrator annually,
- Hire contractors, negotiate service agreements, and hold contractors accountable for performance under such agreements,
- Review and renew the contract with the cyber educational services provider,
- Comply with state and federal reporting requirements,
- Practice strategic planning,
- Ensure adequate resources and manage them effectively,
- Assess the organization's performance including monitoring achievement of accountability framework,
- Attend mandatory training annually that is relevant to effective leadership of the charter school,
- Protect the legal interests of the charter school and adhere to all applicable laws,
- Develop and prepare the school budget,
- Practice financial management strategies,
- Act as tribunal for disciplinary hearings,
- Approve real estate transactions, and
- Negotiate and enter into a charter with PDE.

E. What steps will be taken to facilitate a productive relationship between administrators and teachers?

Virtual Preparatory Academy of Pennsylvania will take the following steps to facilitate a productive relationship between administrators and teachers

- Ongoing job embedded training
- Weekly meetings



- Regular scheduled and unscheduled check-ins
- Training
- Open Communication
- Evaluations

F. Discuss the nature of parental and student involvement in decision-making matters where appropriate.

Parents and students will provide leadership and input in school decision-making where appropriate. The Board will meet approximately eight times per year in open, public session to ensure transparency in operation.

Parents actively participate in the school and with the Board. The Board may create ad hoc parent/Learning Coach advisory groups to provide guidance on particular subjects such as community partnerships and neighborhood outreach. Parents will also be encouraged to be involved with the Board's activities. The schedule and agenda for all Board meetings will be posted to the school website. VPAP will make all Board minutes available to families on request and will report on Board activities in the newsletter. The Board will aim to have at least one member of the Board be the parent of an enrolled student. The Board will also have a public comment policy to support parent interaction.

G. Submit copies of the school's Articles of Incorporation, by-laws and contracts, and other documents required by applicable law. Requirements for the bylaws are as follows:

- The bylaws must contain a provision for "failure to organize or neglect of duty". Specifically, the bylaws must outline a removal procedure for the failure of a board member to perform his or her duties as outlined in the Charter School Law.
- No board member shall, as a private citizen, engage in any business transaction with the charter school of which he or she is a trustee, be employed in any capacity by the charter school of which he or she is a trustee, or receive from such charter school any pay for services rendered to the charter school.
- A charter school Board of Trustees shall have a designated treasurer who shall receive all funds including local, state and federal funds and privately donated funds. The treasurer shall also make payments out of the same on proper orders approved by the Board of Trustees, signed by the president or vice president of the Board. The treasurer may pay out such funds on orders that have been properly signed without the approval of the Board first having been secured for the payment of amounts owing under any contracts, which shall previously have been approved by the Board, and by which prompt payment the charter will receive a discount or other advantage.
- Procedures for dismissal of an employee must be contained in the by-laws.

See Appendix C

H. Submit board members' names, addresses, phone numbers and resumes.

See Appendix B

I. Submit copies of the school's management contracts, if any.

See Appendix E

## V. FINANCE AND FACILITY

### 1. Financing:

- A. Develop a preliminary startup and operating budget. Use the [Pennsylvania Department of Education budget templates](#); draft a preliminary operating budget covering all projected sources of revenue, both public and private, and planned expenditures.

The preliminary startup and operating budget using the PDE template is provided in Appendix F. It is carefully aligned to the mission of the school and demonstrates a school with sound financial planning. A detailed narrative regarding the budget is also provided in Appendix E, along with the Accel Schools Fee Schedule.

Start-up expenses, such as facility and administrative staff, have been budgeted and will be funded through an interest-bearing loan from Accel Schools. This loan is anticipated to be repaid in full with interest by the end of the second year of operation as shown in the budget. A letter from Accel Schools can be provided upon request.

- B. Develop a purchasing procedure that addresses a competitive way to purchase goods and services.

### Procurement Policy – Federal Programs

Virtual Preparatory Academy of Pennsylvania is committed to securing goods and services using grant funds from reputable and responsible suppliers in an equitable and competitive manner and in accordance with applicable federal and state laws, regulations and guidance.

#### Reason for Policy

2 CFR Part 200.317 requires that grantees and subgrantees will use their own procurement procedures which reflect applicable state (PA School Code Section 807.1) and local laws and regulations, provided that procurements conform to applicable federal law and other standards. In using federal funds for procurements, Virtual Preparatory Academy of Pennsylvania is bound to adhere to all of the procurement standards identified in 2 CFR Part 200.317 et. seq. If the Schools's procurement policies and procedures are more restrictive than state or federal laws and regulations, school policies must be followed. 2 CFR Part 200.318 includes but is not limited to the following requirements:

- Virtual Preparatory Academy of Pennsylvania will use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable Federal law and regulations
- Virtual Preparatory Academy of Pennsylvania will have written selection procedures for procurement transactions
- Any lists of prequalified persons, firms or products to be used by the School will be updated regularly and will ensure open and free competition

- Only responsible contractors that have the ability to successfully complete contract terms will be used
- If available and applicable, excess federal property and equipment will be used before purchasing new equipment
- Virtual Preparatory Academy of Pennsylvania will ensure no real or apparent conflicts of interest arise during procurement activities
- All transactions will be conducted in a manner providing full and open competition (See 34 CFR 80.36(c) for examples of restrictive procurement situations)
- Unnecessary or duplicative purchases will be avoided
- Virtual Preparatory Academy of Pennsylvania will perform a cost or price analysis in connection with every procurement action including contract modifications
- Detailed records to substantiate procurement decisions, rationale and history will be maintained
- Virtual Preparatory Academy of Pennsylvania will handle and resolve any contract or procurement disputes
- Virtual Preparatory Academy of Pennsylvania will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible
- Virtual Preparatory Academy of Pennsylvania must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase
- Any applicable bonding requirements will be followed
- Virtual Preparatory Academy of Pennsylvania contracts must contain provisions of paragraph 2 CFR 200.326.
- Contracting with faith-based organizations is allowed provided there is no discrimination for or against the organization and provided that the faith-based organization offers any religious worship, instruction or proselytization at a time and in a location separate from any programs or services provided to the School and any participation in such services by beneficiaries of grant programs is voluntary.

**Procurement Thresholds:**

- Micro Purchases – below \$10,000 – no quotes required
- Small Purchases – purchase of goods \$10,000 - \$20,599 and purchase of services \$10,000 - \$249,999 – Three (3) quotes required
- Non-Competitive - \$10,000 and above – sole source justification required
- Competitive/Sealed Bid Proposal – advertising RFP – purchase of goods \$20,600 and over; purchase of services \$250,000 and over – RFP and advertising required

**Policy Requirements**

Purchasing procedures using federal and non-federal grant funds will conform to applicable state, local and federal law and any regulations identified in 2 CFR. Procurements may be awarded through noncompetitive means under certain circumstances such as if the goods/services are only available from a single source, public exigency or emergency necessitates noncompetitive procurement, the awarding agency authorizes it, or if competition is deemed inadequate. See 2 CFR Part 200.320 for additional guidance on when noncompetitive procurement may be used.

Documentation of procurement processes should be maintained.

- C. What fund raising efforts have occurred and/or are planned to generate capital or to supplement the per pupil allocations?

Virtual Preparatory Academy of Pennsylvania will operate the charter school in a fiscally responsible manner with the standard per pupil revenue for public cyber charter schools in the Commonwealth of Pennsylvania, federal Title I grant funds and IDEA special education entitlement funding. Our estimates in the budget are based upon the publicly available school budgets of existing cyber charter schools. The school's major costs are direct student instruction, administration, facilities, and technology. The school will properly size the program's budget consistent with its enrollments thereby minimizing budget expenditures until enrollments materialize.

Together, Board and staff will work to increase their knowledge and understanding of state, federal and other funding opportunities to help build and maintain a sound financial basis for the school, including grants. However, Virtual Preparatory Academy of Pennsylvania recognizes that grants can be dependent on the demographics of students enrolled in the school and, therefore, we are taking that into consideration when planning whether or not to assume any discretionary or competitive grant funds to achieve financial goals. For example, we did not budget for Title II or Perkins funds, though we do plan to apply for them. Board and staff development will include training about school finance and funding.

- D. Describe the implementation of the following required financial procedures:

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

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

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

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

The school treasurer shall settle his or her accounts annually with the Board of Trustees for each school year. Pursuant to 24 P.S. §4-437, the accounts of the cyber charter school treasurer shall be audited annually. Virtual Preparatory Academy of Pennsylvania will comply with the required financial procedures of the Commonwealth. The school treasurer shall settle his or her accounts annually with the Board of Trustees for each school year. Pursuant to 24 P.S. §4-437, the accounts of the cyber charter school treasurer shall be audited annually. The Chief Financial Officer will directly supervise financial services provided to the school.

## **2. Facility**

- A. Provide descriptions of and addresses for the physical facilities, including the administrative office, and the ownership of the facilities and any lease arrangements.

The formal lease has not yet been signed since the charter has not yet been approved but the Board anticipates leasing space in the Harrisburg/York area. The Board will do so once the charter is approved. Once the charter is finalized, VPAP will follow a specific, fast-paced process for securing this lease, or locating comparable space and also conducting start-up procedures. Certain key terms are included in the lease. These include, but are not limited to:

- Early termination provision in the event of charter revocation or non-renewal;
- Turnkey demo and build-out of space by landlord at landlord's expense;
- Options for renewal;
- Rights of First Offer or First Refusal, when possible, on contiguous space;
- Inability of landlord to re-locate the premises;
- Rent abatement in the event of diminution of space;
- Insurance terms consistent with Virtual Preparatory Academy of Pennsylvania's policies;
- Pre-approval for tenant's improvements (voice/data/electric); and
- Financial terms.

The permanent space for administrative and teaching staff will serve as the main site where administrative and teaching staff will work. Student records will be maintained at this location. The site will be available for PDE staff to visit when the school is in operation and interacting with students.

The initial physical facility will need to be flexible for growth and future needs. The site will include at least one conference room with doors for use in IEP conferences and other special education related activities. To the extent that the site will be used for student support, the site will be used only for testing, tutoring, and supplemental services related to special education.

As the school grows, the Board may explore additional satellite facilities throughout the state. VPAP understands that facilities will be for auxiliary services and not to act as brick-and-mortar schools. Students will be at physical locations only for the time needed to participate in these services and activities. As suggested in the Basic Education Circular from 2013 and revised in 2015, VPAP will utilize any satellite sites for standardized and/or other testing, tutoring, and/or supplemental services such as special education services.

- B. Explain how this site(s) would be a suitable facility for the proposed cyber charter school. Consider the necessity of renovation to the facility and compliance with applicable building codes and accessibility for individuals with disabilities. Describe the services of the facility including heating, ventilating, lighting, sanitary conditions and water supply.

The lease for the site will provide for necessary repairs and for janitorial service. In the event the lease for the site does not provide janitorial services, then VPAP will source and contract with a reputable janitorial service for its cleaning needs. To the extent that the landlords are not required in the lease to maintain the equipment in the premises (e.g., HVAC), then VPAP will source and contract with reputable contractors and enter into service agreements.

The site for the school's administrative offices is identified in the Letter of Intent to Lease. This building will include administrative offices and infrastructure for school operations. The site will be in compliance with the necessary building and zoning codes as well as accessible to individuals — including staff, parents and students — with disabilities.

Having the teachers located in the physical center allows for expanded professional development opportunities, ensures quality control and visibility into the teaching process by school administration, and promotes collaboration amongst teachers to excel student achievement. The site can also host parent teacher conferences as needed. As previously stated, students will participate in state proficiency tests depending upon grade level. The school will set up in-person, proctored locations for state testing throughout the state based on the geographic location of the student population. Virtual Preparatory Academy of Pennsylvania wants to make clear that any school sites will be for auxiliary services and not primary locations as brick-and-mortar schools. The Board is aware and will follow the Basic Education Circular (BEC), "Cyber Charter School Operations and Proper Use of Physical Facilities" issued July 2013.<sup>64</sup> As is required by the BEC, Virtual Preparatory Academy of Pennsylvania will be able to function and provide all curriculum and instruction to all of its students without the need for students to attend any physical facility. Virtual Preparatory Academy of Pennsylvania will only use its physical facility as an administrative office providing no more than supplemental services to students. Virtual Preparatory Academy of Pennsylvania will provide equitable access to

services for all enrolled students.

Accessibility for Individuals with Disabilities - The site will meet all local minimum Americans with Disabilities Act (ADA) standards. It will include at least one conference room with doors for use in IEP conferences and other special education related activities. The facilities will comply with all applicable state and local health and safety requirements. Virtual Preparatory Academy of Pennsylvania will follow applicable city planning review procedures.

- C. Discuss the plan for maintaining the facility on a daily basis (custodial) and extended basis (facility maintenance).

The selected facility will have a full service management group under contract by the landlord to handle maintenance, repairs, and necessary improvements to the space. If the chosen facility does not have a management team then VPAP will contract with a reputable management company to maintain the property on an extended basis throughout the lease term.

Virtual Preparatory Academy of Pennsylvania will take the necessary steps to secure the Certificate of Occupancy (CO) for the site. Depending on local protocols, the CO may be for the entire facility inclusive of the site.

- D. Discuss any progress, partnership developments or other future steps towards acquisition of a facility/land.

The school's cyber education model requires only leased office space as the school site for both the teachers and administrators to conduct school operations. This significantly reduces financial risks associated with large debt obligations that are often assumed by traditional schools.

- E. Describe facility financing plans.

With the anticipation of utilizing leased facilities, the Board does not intend to secure any long-term debt to finance the purchase of a school facility.

Our build-out will be an office environment suitable for optimizing site operations. The landlord will provide a turn-key solution with standard building finishes. We anticipate capital outlay to occupy the leased space to be fairly minimal and limited to furniture and equipment, not Leasehold Improvements.

*Explanation: Describe progress toward identifying and acquiring a school facility, with a back-up plan considering alternative facilities.*

**3. Liability and Insurance**

- A. Describe the proposed cyber charter school’s insurance coverage plans, including health, general liability (including school operation, extracurricular activities and parent volunteer activities), property, and director and officer’s



liability coverage (see Section 1727-A of the charter school legislation).

### **Health Insurance Benefits**

Per charter school law, VPAP will offer a health care benefit package similar to that of an aggregate of local school districts. The comprehensive package will include a choice of major medical plans, vision coverage, dental coverage, life and disability insurance, as well as paid sick leave.

### **Insurance Coverage**

The school will have a comprehensive insurance program in place as dictated by applicable laws and the approved charter. The insurance program will include, but is not limited to Commercial General Liability, Sexual Abuse and Molestation, Educator's Legal Liability, Employment Practices, Liability, Crime (Employee Dishonesty), Property, Automobile, Workers Compensation, and Directors & Officers Liability. The policies will cover the school's operations, extracurricular activities, and volunteer activities. Copies of the certificates of insurance listing Virtual Preparatory Academy of Pennsylvania as an insured on the policies and evidencing ability to provide coverage can be provided.

## **4. Child Accounting**

- A. Describe the proposed cyber charter school's enrollment and attendance procedures.

### **Attendance Policy**

Regular school attendance is an essential part of your student's education and vital to graduating ready to take on the demands of adult life. Students who are frequently absent may be putting their futures in jeopardy by falling behind in school. Chronic absenteeism is a behavior that is strongly associated with dropping out of school.

By establishing a daily routine for logging-in to the online school, completing course assignments in a timely manner and attending live class connect sessions, students will be able to successfully complete course and graduation requirements. Remember, communicating with teachers is the best way to stay on pace and ensure a successful on-line educational experience at VPAP.

Students are required to follow the school calendar which includes 180 school-days. Attendance only occurs on school-days as listed on the school calendar. Students can complete online work on holidays or weekends in order to maintain course progress, but no attendance credit will be awarded for work completed on non-school days.

In Pennsylvania, compulsory school age refers to the period of a child's life from the time the child enters school as a beginner, which may be no later than eight years of age, until the age of seventeen or graduation from a high school, whichever occurs first. In accordance with the Compulsory School Attendance Law and Pennsylvania State Code uniform rules have been adopted to ensure that students attend school regularly. Students are expected to attend school each day.

Pennsylvania requires all public schools to offer a minimum of one hundred and eighty (180) days of instruction between July 1 and June 30. Additionally, the statute requires all public schools to offer a minimum number of instructional hours by grade level:

Grade Levels	Days	Min. Yearly Hours	Daily Hours
K-6	180	900	5
7-12	180	990	5.5

A student is counted as present for the day when he or she logs into the Online School through the student account, completes work within a course through the student account, attends a Class Connect Session accessed through his or her daily plan, or when course attendance is logged by a Learning Coach.

### Logging Attendance

VPAP Systems will automatically capture daily Online School student log-in, course work, and class connect session attendance. In addition, — VPAP requires that each Learning Coach log the time spent working on content in each course each day. Time entered here should reflect the total time spent working on the course that day (both online work in the Online School and off-line work completed by the student).

### Absences

All absences will be treated as Unlawful (Unexcused) until a parent or guardian submits a written explanation or medical excuse to the Attendance Clerk. Please copy your Homeroom Teacher (K-5) or Advisor (6-11) on that email. If parents or guardians fail to submit a written explanation or medical excuse within three (3) days of the absence, the absence would be permanently counted as unlawful (unexcused).

Please send explanation of absence via email to [attendance@insightpa.org](mailto:attendance@insightpa.org) and copy your K-5 Homeroom teacher and/or your 6th-11th Grade Advisor. Please include the following information in your email:

- Name(s) and Grade Level(s) of Student(s)
- Date(s) of Absences
- Reason for Absence

\* Please Note - inability to access the internet is not a valid reason for school absence. Consistent internet access is required for continued enrollment at VPAP. Please ensure that you have a plan in place to access the internet in a secondary location should your home internet be unavailable. If you encounter a personal situation that impacts your ability to maintain consistent internet connection please Virtual Preparatory Academy of Pennsylvania out to your Homeroom Teacher (K-5) or your Advisor (6-11) to make them aware.

**Lawful (Excused) Reasons for Absence include the following:**

- Student Illness
  - Written explanation must be provided within 3 days of absence
- Medical Appointment
  - Written explanation must be provided within 3 days of absence
- Death in the Immediate Family
  - Written explanation must be provided within 3 days of absence
- Religious Holiday
  - Written request must be submitted 24 hours in advance
- Educational Trip
  - Written request must be submitted 24 hours in advance

A maximum of ten (10) days of cumulative lawful (excused) absences verified by parental notification may be permitted during a school year. All absences beyond ten (10) cumulative days may require an excuse from a physician.

**No Internet Access or Power Outage or School-Issued Computer Technical Issues**

Students who are unable to log into school or have a power outage must have an alternate plan to go to a library/public location with computer access to do their school work.

If the student does not have a back-up plan and cannot go to the library, the student must notify the Attendance Office of the reason for the absence. Repeated absence due to lack of internet access may result in a FAST referral in order to assess the obstacles and create a plan to overcome the obstacles. Continued lack of access after that plan is created could result in Administrative Review.

Students who are absent due to the school-issued computer technical issues must contact Technical support and notify the Attendance Office with the Technical Support ticket number as the reason for absence. Absences due to Technical issues will not be excused without a tech ticket number.

**Educational Leave**

Pupils may be excused for family educational trips not sponsored by the school according to 22 Pa Code 11.26. [\[1\]](#)

Please understand that it shall be the applicant's responsibility to contact the Attendance Office to determine what obligations must be met as a result of this proposed absence. Further, understand that:

- No more than ten (10) consecutive days will generally be approved, although administration may approve extended educational leave based upon the situation and current student academic standing.
- No absence shall occur in the last ten (10) days of the school year
- Experience such as long weekends and vacations will not justify any request

- Request must be submitted and approved a minimum of 24 hours prior to the trip using the Educational Request Form or by sending a detailed email to the Attendance Office – no approvals will be made after the trip occurs.
- Requests will not be approved for time off during the state testing window.
- Any out-of-state travel during days that school is in session MUST be reported to the attendance office through an educational trip request form, even if the student will be logging in and attending school while out of the state. If logging in consistently time spent working outside the state of PA will not count as an absence, but completion of the form provides us with the documentation we need regarding student whereabouts. Per state law VPAP students must retain a permanent residence in the state of PA.

### **What Do I Do If My Child Refuses To Log On or Attend Sessions?**

Speak with your child's homeroom teacher or advisor about the issue. The homeroom teacher or advisor can provide initial suggestions and may refer your student to the Family Academic Support Team (FAST) to help obtain additional supports for your student.

### **Key attendance points**

#### **The four critical points about attendance are:**

1. Log-in daily (Monday through Friday) and complete work in your online courses
2. Attend scheduled live class connect sessions
3. Notify [attendance@insightpa.org](mailto:attendance@insightpa.org), Homeroom Teachers (K-5)/Advisors (6-12) immediately when it is not possible to log-in.
4. Return telephone calls and/or respond to e-mails from school staff regarding attendance and participation.
5. 3 cumulative unexcused absences = Truant, school district notified
6. 6 cumulative unexcused absences = Habitually Truant, school district notified
7. More than 6 unexcused absences = mandatory creation of Student Attendance Improvement Plan, school district notified
8. 10 consecutive unexcused absences = possible withdraw from VPAP
9. School districts have the ability to pursue court proceedings and fines for truancy

### **Truancy**

Pennsylvania's law stipulates that a child of compulsory school age is considered truant when the child has three (3) unlawful (unexcused) absences during the school year.

After three (3) days the school will notify the parent or guardian in writing that your child is considered truant and will inform you of the potential consequences if your child becomes habitually truant. The school will invite you to participate in an Attendance Improvement Conference. The conference will be held with or without your involvement, but the best outcomes can be achieved when the family and school work together in collaboration.

If a student continues to have unlawful or unexcused absences after the Attendance Improvement Conference, the school will invite you to participate in the development of a School Based

Attendance Improvement Plan (SAIP). The SAIP will be created regardless of your participation, but the best outcomes can be achieved when the family and school work together in collaboration. You can view the SAIP template provided by the Pennsylvania Department of Education [here](#).

## **Habitual Truancy**

Pennsylvania's law stipulates that a child of compulsory school age is considered habitually truant when the child has six (6) unlawful (unexcused) absences during the school year.

Once a student's absences Virtual Preparatory Academy of Pennsylvania the level of habitual truancy Pennsylvania law requires that the school must take the following actions:

### **Students under 15 years of age:**

The school MUST refer the student to either 1.) school based or community attendance improvement plan OR to 2.) the County Children and Youth Agency for services or possible disposition of the student as a dependent child under the Pennsylvania Juvenile Act.

The school may also initiate the process of filing a citation with the District Magistrate against the person in a parental relationship with the student who resides in the same household as the student.

### **Students 15 years of age or older:**

The school MUST either 1.) refer the student to a school-based or community –based attendance improvement program (note: if the student incurs additional absences after this referral or refuses to attend the school may refer the student to the local County Children and Youth Agency for possible disposition as a dependent child) or 2.) may initiate the filing of a citation against the student or parent with the District Magistrate

When billing resident school districts for local revenue, charter schools are required to calculate Average Daily Membership (ADM) for each student. Virtual Preparatory Academy of Pennsylvania will use the policies listed herein to establish the First Day Educated and Last Day Educated for each student. The Board will seek to contract with a Pennsylvania-based third party to provide district billing services. The Business Manager will be responsible for overseeing child accounting and the services provide by the third party.

**Note:** State child accounting procedures must be followed. (24 PS 13-1332)

## VI. ADMINISTRATION

### 1. Recruiting and Marketing Plan

- A. Demonstrate how you will publicize the cyber charter school to attract a sufficient pool of eligible applicants.

Virtual Preparatory Academy of Pennsylvania will publicize to attract a sufficient pool of eligible students, including students with special needs and ELL students in the following ways. Marketing will include broad Pennsylvania media channels covering all geographies as well as Virtual Preparatory Academy of Pennsylvania in out to diverse students and families in the state.

- B. What type of Virtual Preparatory Academy of Pennsylvania will be made to potential students and their families?

Virtual Preparatory Academy of Pennsylvania will develop a marketing plan to publicize the school through a mix of on and offline media tactics with the intent of informing and attracting students to the program. The tactics may include, but will not be limited to:

#### Online Advertising

- Search Engine Marketing and Display Advertising – Utilizing Internet search engines (i.e. Google, Bing, Yahoo), Virtual Preparatory Academy of Pennsylvania will advertise to families who are actively researching education alternatives through keyword searches.
- Email Marketing – Leveraging an existing database of Pennsylvania contacts who have inquired about education alternatives in the state, Virtual Preparatory Academy of Pennsylvania will communicate important program information including key enrollment milestones. At the schools discretion, a third party list may be used to further expand awareness about the program.
- Social Media – Virtual Preparatory Academy of Pennsylvania will leverage existing social media channels (i.e. Facebook, Twitter, etc.) to build awareness about the program and promote important school events including graduation, field trips, etc.
- Web site – Virtual Preparatory Academy of Pennsylvania will develop a school web site that will serve as the primary resource for prospective students to learn more about the program, review upcoming events where they can meet school representatives/families, both in-person and online, and start the enrollment process. There will also be FAQs and other useful resources for families to become better informed about the program.

#### Offline Advertising

- Television/Radio/Print – A combination of television, radio and print ads will be placed throughout the state in key geographic areas that have demonstrated interest in alternative education options.
- Direct Mail – Utilizing the aforementioned existing database of Pennsylvania contacts who have inquired about education alternatives in the state, and potentially a third party list, Virtual Preparatory Academy of Pennsylvania will conduct direct the ability to

engage with the partners established customer base through experiential marketing modules (i.e. interactive lesson demos). These hands-on, educational activities will encourage trial/engagement, deepen interactions with prospective families, link families directly to the school brand and create a lasting impression.

- Enrollment Center Support: Inquiries that are received as a result of the on and offline media tactics will receive a follow-up call from an Enrollment Center representative for a personal education consultation. During this conversation, the representative will answer the family's questions, provide a detailed overview of the program and ensure the student's educational and personal needs will be met through the program. The Enrollment Center team will also be responsible for assisting families through the entire enrollment process including initial application, compliancy documentation collection, course placement and approval.
- Recruitment Materials: Virtual Preparatory Academy of Pennsylvania will develop school-specific literature that will be provided to prospective families during all school events, promotional events, sponsorships and partnerships.

## 2. Admissions Policy

- A. Describe the admission methods and eligibility criteria you will use to select students.

### Enrollment Policy

All eligible students in the Commonwealth of PA in Grades K-12 are eligible to attend Virtual Preparatory Academy of Pennsylvania. In education, one size does not fit all, and Virtual Preparatory Academy of Pennsylvania is dedicated to providing students and families with an online learning environment that can meet the unique needs of each individual student.

Based on Section 1723-A of the Charter School law, any resident grade K-12 school age student in the Commonwealth is eligible to enroll in Insight Virtual Preparatory Academy of Pennsylvania. We will not discriminate in our admission policies or practices on the basis of intellectual ability or athletic ability, measures of achievement or aptitude, status as a person with a disability, proficiency in the English Language or any other basis that would be illegal if used by a school district. We will not use achievement tests, entrance examination tests or other means of testing a student's intellectual ability in order to grant or deny admission. We will not judge a student's grade point average in consideration of any student enrollment.

Virtual Preparatory Academy of Pennsylvania will require the state mandated documentation for enrollment including;

- Copy of a Birth Certificate/Proof of Age
- Immunization Record

- Proof of Residence (except for homeless students)
- Sworn Statement
- Release of Records
- Proof of Guardianship/Acknowledgement of Legal Guardianship Form, if applicable
- Home Language Survey
- In addition, the School will request that parents/students to complete a Student Enrollment Information Form, Instructional Use of Property Form, Family Income Form and PDE Notification Form. These are not conditions of enrollment.

B. Explain administrative procedures to ensure compliance with laws pertaining to special education.

Open and Fair Admissions Process: Virtual Preparatory Academy of Pennsylvania admissions procedures will comply with IDEA 2004 and Civil Rights protections. Virtual Preparatory Academy of Pennsylvania will comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act and will comply with the same Federal and State audit requirements as do other public schools in in Pennsylvania.

Virtual Preparatory Academy of Pennsylvania will not deny any student admission to the school or deny participation in, deny benefits of or discriminate against any student in any curricular, extracurricular, student services, recreational or other program or activities. No student s rights shall be abridged or impaired because of the person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability as required by state and federal statutes. This policy also prohibits discrimination as defined by Title IX of the Education Amendments of 1972 (sex), Title VI of the Civil Rights Act of 1964 (race and national origin) and Section 504 of the Rehabilitation Act of 1973 (handicap).

C. Describe the timetable to be used for admitting students, including a plan for the admission lottery for students from both within and outside the district.

#### Lottery Policy

If applications exceed space available at the end of the enrollment period, Virtual Preparatory Academy of Pennsylvania will conduct a lottery at that time to determine which students will be enrolled in the school. The lottery is blind to disabilities, testing, grades, etc. The lottery will be held once each year. Only applications received at the location designated on the application form and by the lottery deadline will be eligible to participate in the lottery. Completed enrollment packets for applicants selected in the lottery must be received no later than the enrollment deadline. Those not responding by the enrollment deadline will be required to resubmit an application.

After the space allotted in each grade is filled in the order determined by the lottery, the remaining applications in rank order will be placed on a waiting list. Any applications received after the application deadline and after the lottery will be added to the end of the waiting list in the order they were received. As students withdraw from or transfer out of Virtual Preparatory



Academy of Pennsylvania, that space will be given to the next person on the waiting list at that grade level. During the enrollment process, preference shall be given to students whose parents have actively participated in the development of the School and to siblings of students presently enrolled in the School.

- D. Explain how these policies further the mission of the school in a non-discriminatory fashion.

The Mission of the school is to provide a college preparatory education for all students across the state. The policies outline above ensure all students are treated equally.

### **3. Human Resource Information**

- A. Describe the standards to be used in the hiring process of teachers, administrators and other school staff.

### **CERTIFICATION, LICENSING AND OTHER REQUIREMENTS**

- Professional employees must at all times maintain their certifications with the Pennsylvania Department of Education.
- All employees, and independent contractors and volunteers that have contact with children, must have valid child abuse and criminal background clearances (Act 168 of 2014 FORM, PDE 6004 Arrest and Conviction Certification Form, DHS Child Abuse History Clearance, PA State Police Request for Criminal Records Check and Federal Criminal History Record Information. New background checks and clearances are required every five years.
- All employees at any time during employment with Virtual Preparatory Academy of Pennsylvania are required to report any new arrests or convictions for an offense that would create a ban on employment with children to an administrator in writing within seventy-two (72) hours. (PDE FORM 6004) 24 P.S. 1-111.
- School employees, independent contractors and volunteers shall make a report of suspected child abuse if they have reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances:
  1. Employee, independent contractor or volunteer comes into contact with the child in the course of employment, occupation and the practice of a profession through a regularly scheduled program, activity or service.
  2. Employee, independent contractor or volunteer is directly responsible for the care, supervision, guidance or training of the child.
  3. A person makes a specific disclosure to a school employee, independent contractor or volunteer that an identifiable child is the victim of child abuse.

4. An individual fourteen (14) years or older makes a specific disclosure to an employee, independent contractor or volunteer that s/he has committed child abuse.

**Call ChildLine (1-800-932-0313) or report electronically through the PA Department of Human Services.** <http://dhs.pa.gov/provider/childwelfareservices/childlineandabuseregistry>

- B. What is the targeted staff size and teacher/student ratio?

The staffing plan promotes low student-to-teacher ratios, appropriate instructional support, and resources allowing teachers to teach and students to learn. The staffing needs are aligned with the mission and vision of the school supporting the breadth and depth of the cyber school environment. Prior to Year 1 starting, the Board anticipates hiring the following staff in the spring of 2021 to prepare for start-up and school launch in fall 2021. The Board will hire the Lead School Administrator first. Then the Lead School Administrator will hire the remaining staff.

- C. What professional development opportunities will be available to teachers and other staff?

Learning best occurs when the teachers are well-prepared, best practices are employed, the students are engaged, and the lessons suit individual needs.

The Charter School's educational approach features an innovative curriculum, a high degree of connectivity and personalized attention, intensive teacher training and inquiry-based student-centered learning. Its program focuses on practical application of knowledge and strong parent and community involvement with the Charter School. Through effective use of technology, it enables teachers to custom-tailor academic programs to students' unique skills and interests – all aimed at optimizing our students' learning experience. Virtual Preparatory Academy at Pennsylvania enables a personalized learning experience, tailor-made for each student.

Our students are given continuous opportunities to succeed through the cultivation of multiple intelligences and talents. The supportive environment, along with daily exposure to content-rich programs derived from research-based teaching methods that engage children at all levels, means our students will develop a life-long enthusiasm for learning.

Personalized instruction and continuous assessment are cornerstones of the Virtual Preparatory Academy at Pennsylvania model. The proposed Charter School staff will all have prior teaching experience in an online environment. Staff will have received teacher preparedness courses from their graduate programs but have also received numerous hours of in-services on online student engagement, boosting achievement in the online environment, SEL in the online environment, working with subgroups in the online environment, and other topics. They will also receive many hours of professional

development in both in person and online modalities. Along with participation in online professional learning communities, staff will be trained in techniques of differentiated instruction, enabling them to identify students' learning styles and to create learning activities compatible with the students' needs. At the same time, the Charter School will use varied assessments to enable students to demonstrate their understanding of concepts and skills. These assessments will also be used to develop further lessons that address individual student needs.

Virtual Preparatory Academy at Pennsylvania's Professional Development Program design is based on needs as measured by surveys, interviews and observation; and the experience of the Virtual Preparatory Academy at Pennsylvania trained professional-development personnel, who remain up-to-date on new as well as tried-and-true teaching methods and strategies. At Virtual Preparatory Academy at Pennsylvania, more than a month of training will take place before the school year begins, and ongoing training will continue throughout the school year, based on detailed assessments of staff needs. Virtual Preparatory Academy at Pennsylvania is continuously developing and updating teaching strategies through instructional reflections and by maintaining a finger on the pulse of new research. This includes a specific focus on developing best practices in teaching in an online environment. These teaching strategies ensure that students are given every opportunity to succeed and that the Professional Development program remains fresh and useful. The School provides a 1:1 groundbreaking tutorial that supports students with mentoring, and highly qualified teachers, coaches and mentors vested in your student's personal success.

Each component of the Virtual Preparatory Academy at Pennsylvania educational approach stems from proven research and our team's years of experience in effective instructional and administrative practices. Some of the underlying research that supports our approach includes the following:

**Teaching to Multiple Intelligences:** Virtual Preparatory Academy at Pennsylvania recognizes different domains of ability, or "intelligences," as described by Dr. Howard Gardner.<sup>4</sup> Gardner's Theory of Multiple Intelligences provides a foundation for recognizing the different abilities and talents of students. This theory acknowledges that while all students may not be verbally or mathematically gifted, children are likely to have expertise in other areas, such as music, spatial relations, or interpersonal skills. Our program seeks to capitalize on children's various skills, experiences, and talents to provide them with multiple opportunities to learn and succeed.

For example:

- Visual spatial: Visual media, such as online videos and interactive web-based activities, help students acquire concrete concepts, such as drag and drop science activities and videos on Math concepts.

- Bodily - Kinesthetic: Students can submit a video project where they are able to act out the answer to a history research project or a science skill.
- Logical Mathematical - Students will have access to online calculators and will be able to work by themselves or with peers under the guidance of the teacher to engage in calculations in real time or asynchronously.
- Interpersonal - students will be able to interact with each other and with the instructor via live video conferencing and through in person meetups that will be scheduled.
- Musical - students will be able to showcase talents via open mic open house and can also be creative in courses by submitting an original song created to address a project or concept in class.

**Reciprocal Teaching:** Using reciprocal instruction, a teacher introduces a concept and then reinforces it by circling back to it in later lessons. The Virtual Preparatory Academy at Pennsylvania model is predicated on the balance between rigorous core courses in Language Arts, Mathematics, and Science and a Social Studies curriculum that applies basic core skills in a highly engaging manner, providing students with content knowledge rich in cultural literacy.

**Differentiated Instruction:** Differentiation is a teacher-driven effort to respond to variations among learners. Teachers can differentiate instruction in at least four areas: content, process, products/culminating projects, and learning environment. Virtual Preparatory Academy at Pennsylvania teachers are taught effective strategies for successfully tailoring all of these areas to individual student needs, ensuring that different learners are all given the best opportunity to succeed.

There is much evidence showing that students are more successful academically if they are taught in ways that match their readiness levels (e.g., Vygotsky, 1986), interests (e.g., Csikszentmihalyi, 1997) and learning profiles (e.g., Sternberg, Torff, & Grigorenko, 1998). Also, differentiating instruction is a key part of effective professional development. Expert teachers pay attention to their students' varied learning needs (Danielson, 1996); “to differentiate instruction, then, is to become a more competent, creative, and professional educator.”<sup>5</sup>

### **What it Means to be an Educated Person in the 21<sup>st</sup> Century:**

An educated person in the 21<sup>st</sup> century will be the product of the educational philosophy of “deep and broad” student-centered instruction. He/she has a mastery of basic skills and knowledge built on a rich range of content – knowledge that provides the foundation necessary to thrive in an increasingly interconnected world.

The educated person will be versed in the use of technology as a tool for communications, research, computations, analysis and a range of other purposes. He/she will have an understanding of National history and culture as well as a sense of the workings of the world and of his or her place in local, national and global communities.

The educated person will have been exposed to co-curricular areas such as music and art. He/she will have benefited from an educational experience designed to engender a strong sense of self and foster a love of learning.

The educated person will emerge from high school poised and prepared for success in the finest colleges and universities and beyond.

- D. Describe your human resource policies governing salaries, contracts, hiring and dismissal, and benefits.

### **AT-WILL EMPLOYMENT**

Your employment with Virtual Preparatory Academy of Pennsylvania (“The School”) is at-will, which means that you or the School may terminate your employment at any time for any lawful reason unless a written employment agreement exists with the School that provides otherwise.

The School has the right to transfer, demote, or otherwise discipline an employee at any time for any lawful reason. For an employment agreement with the School to be considered valid, it must be signed by an officer of the School board or a designated representative.

This handbook is not a contract guaranteeing employment for any specific duration. As provided in the Handbook Acknowledgement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook replaces any and all prior handbooks, written documents (with the exception of authorized employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

No statement or promise by a supervisor or school leader, past or present, may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Virtual Preparatory Academy of Pennsylvania provides equal employment opportunities to all employees and applicants in all School and school facilities without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy,

childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation in accordance with applicable federal, state and local laws.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training.

### **CHANGE IN POLICY**

The School may change, revoke or supplement the policies in this handbook at any time without notice. The School will determine the effective date of any changes and every effort will be made to notify you in advance. However, failure to give advance notice will not void any policy's application in the workplace.

The current version of all school policies will be readily available to all (currently active) employees in an electronic and/or hard copy format.

Supervisors do not have the authority to change the policies in this handbook on their own. If you are uncertain about any policy or procedure, contact your supervisor for clarification.

### **OUTSIDE EMPLOYMENT & CONFLICTS OF INTEREST**

The School recognizes that some employees may need or want to hold additional jobs outside their employment with the School. Employees may be permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns. Employees must consult their supervisors or managers for review and approval of outside employment prior to beginning outside employment.

The following rules for outside employment apply to all employees:

1. Work-related activities and conduct away from the School must not compete with, conflict with or compromise the School's interests or adversely affect job performance and the ability to fulfill all job responsibilities.
2. Employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance,

absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at the School, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).

3. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, the Employee's supervisor and the human resource department will consider whether the proposed employment:
  - a. May reduce the employee's efficiency in working for the School.
  - b. Involves working for an organization that does a significant amount of business with the School, such as major contractors, suppliers, and schools.
  - c. Involves working for an organization that provides competing services.
4. Employees are prohibited from using School property or facilities to perform work for an outside employer unless authorized in advance by a supervisor.
5. Employees may not solicit or conduct any outside business during School work time.
6. Employees who have accepted outside employment may not use School-provided Paid Time Off (PTO) to perform work on the outside job.
7. Fraudulent use of the School's sick leave or an employee's refusal to discontinue outside employment after being requested to do so by his or her supervisor or the human resource department will result in disciplinary action up to and including termination of employment.

## **ACCOMMODATION OF DISABILITIES**

The School is committed to making every reasonable effort to accommodate an employee's disability. An accommodation may be provided as long as the employee can perform the essential duties of the job, and it does not create an undue hardship for the School. A reasonable accommodation may include changes in the work environment or in the way a job is performed, so a person with a disability may enjoy equal employment opportunities.

Under this policy, if you are pregnant and request a reasonable accommodation for the duration of or any part of your pregnancy, we will explore all possible means of providing the reasonable accommodation including, but is not limited to, the following:

- More frequent or longer bathroom breaks;
- Breaks for increased water intake;
- Breaks for periodic rest;
- Seating;
- Assistance with manual labor;
- Light duty;
- Temporary transfer to a less strenuous or hazardous position;
- Acquisition or modification of equipment;
- Modified job duties;
- Modified work hours;
- Temporary relocation of work area; or
- Approval for leave necessitated by pregnancy, childbirth, or medical or common conditions relating to pregnancy or childbirth.

Accommodations depend upon the employee's job qualifications and the specific facts and circumstances of each individual situation.

Please inform your supervisor if you require an accommodation, so the School can have an interactive discussion with you. Your supervisor will work with you to determine if there is a need for an adjustment or change at work to accommodate your disability.

## **INTRODUCTORY PERIOD**

All employees will undergo an introductory period of employment. The introductory period shall consist of the first one hundred twenty (120) days of employment or ninety (90) days following transfer or promotion within the organization. This is an opportunity for the School to evaluate the employee's performance. It also is an opportunity for the employee to decide whether he or she is happy being employed by the School. The School may extend the introductory period if it desires. The employee will be notified, either verbally and/or in-writing if this period is extended. Completion of the introductory period does not alter an employee's at-will status.

It is expected that an employee must actively be at work during the Introductory Period except with written management approval or unless approved in writing by management or Human Resources.

The School will conduct a formal performance review at the end of the introductory period.

## **SEPARATION FROM EMPLOYMENT**

An employee may be separated from employment either voluntarily or involuntarily by



resignation, retirement, lack of work, poor performance or other reasons.

### *Employment Termination*

Our goal is to build and maintain lasting work relationships with our employees. In the case that an employee chooses to resign, he/she should consult the terms of his/her employment agreement.

It is expected that teachers provide a minimum of 30 calendar days' notice and others provide a minimum of 14 calendar days' notice.

The School reserves the right to accept the resignation immediately upon notice, or based upon the individual circumstances, the School may elect to allow the employee to work out his/her notice. Employees must actively be at work during a notice period except with written management approval or unless approved in writing by management or Human Resources. Paid Time Off (PTO) cannot be used during this notice period.

Once notice of resignation is received by the school leader, it cannot be withdrawn except with the written agreement of the school leader, even if such attempt to withdraw is during the notice work out period. Some employees may have additional conditions and/or limitations regarding resignation from employment. For additional information regarding any additional conditions and/or limitations regarding resignation from employment see your employment agreement, if any.

Employees who fail to follow any additional restrictions or conditions within their employment agreement, if any, may be in Virtual Preparatory Academy of Pennsylvania of their employment agreement and/or state law.

### *End of Employment Term / End of School Year Procedure*

Each employee must return any equipment or supplies they received during the course of their employment prior to his/her final work day. Equipment, grade books, lesson plan books, student records and files, School manuals, computers, cell phones, keycards, security badges, building keys, and all School-owned materials must be given to the supervisor upon termination of employment.

Teaching Personnel -- End of School Year: Each Teacher must follow the end of year procedures as assigned by their supervisor. Some examples of these responsibilities include but are not limited to the following: completing a textbook inventory; inspecting all issued textbooks for damage; assigning responsibility for damage to school property to specific students; compiling a

list of necessary room repairs; updating student cumulative records; thorough cleaning of classroom furniture and student lockers; and completion of classroom inventory of equipment, furniture and teaching materials. Grade books, lesson plan books, student records and files, school manuals, and all school-owned materials must be given to the school leader upon the ending of employment.

### Exit Interviews

The school leader will generally schedule exit interviews at the time of employment termination. Topics of discussion may include your reasons for leaving and any other impressions that you may have about the School. During the exit interview, you can provide insights into areas for improvement for the School and your specific position.

## **HOURS AND COMPENSATION**

### **ERROR IN PAY**

The School makes every effort to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday.

You should review your paycheck when received and, if you believe an error has been made, contact your supervisor immediately. All necessary steps will be taken to research the problem and to assure that any necessary correction is promptly made.

### **EXEMPT EMPLOYEE REDUCTION OF SALARY**

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week they perform work. Their weekly salary may be reduced only in the following circumstances:

- Employees who are absent for at least a full day because of personal reasons, sickness or disability will not be paid for that day unless they have accrued paid time off under the Virtual Preparatory Academy of Pennsylvania paid time off, vacation, sickness or disability policy and the absence qualifies for pay under the policy. Their salary will not be reduced for less than a full day because of personal reasons, sickness or disability.
- Employees who are absent from work for jury duty, attendance as a witness or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given

week.

- Employees who work less than 40 hours during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
- Employees who take leave under the Family and Medical Leave Act will not be paid for that time unless they have accrued paid time off under the School paid time off, vacation, sickness or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.
- Employees who violate a safety rule of major significance, may have their salary reduced in an amount to be determined by the School as a penalty for that violation.
- Employees may be suspended without pay for other types of workplace misconduct, but only in full day increments. This refers to suspensions imposed according to a written policy applicable to all employees regarding serious misconduct, including, but not limited to, workplace harassment, violence, drug and alcohol violations, legal violations, etc. The possibility of unpaid suspensions is included into all similar policies.

This policy is subject to applicable state law regarding reduction of exempt employees' salaries if the state law is more favorable to employees.

#### Prohibited Reductions/Complaint Procedure

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your human resource specialist. No employee will be penalized in any way for making a complaint.

This policy is intended solely to implement Fair Labor Standards Act (FLSA) regulatory requirements, and applicable state law will be applied and modified as necessary in accordance with the requirements, and is not to be considered any type of contract.

#### **HOURS OF OPERATION**

Normal operating hours for Virtual Preparatory Academy of Pennsylvania are from 7:30 a.m. to 4:00 p.m., Monday through Friday. These hours may vary depending upon your position and work requirements. If applicable, your supervisor will provide direction for lunch and rest breaks in order to facilitate the smooth flow of business and to maintain an adequate number of staff.

Give your supervisor as much advance notice as possible for any schedule changes.

## **OVERTIME FOR NONEXEMPT EMPLOYEES**

Depending on the School work needs, employees may be required to work overtime when requested to do so. Nonexempt employees will be paid overtime premiums at the applicable federal or state wage rate, whichever is higher. You are responsible for clearly noting all hours worked, including any overtime hours, on your timesheet.

It is our policy that no overtime can be worked without the advance approval of your supervisor.

Failure to obtain approval in advance of working the overtime is a violation of School policy and may result in disciplinary action.

If, during a workweek, you are away from the job because of an injury, paid holiday, jury or witness duty, sick day or vacation day, those hours not worked will not be counted as hours worked for the purpose of computing overtime pay, even if you receive pay such as sick or vacation pay for such time missed.

### Prohibited "Off the Clock" Work

Employees are not to work "off the clock" and are required to ensure that all time worked is properly recorded. If you are given directions to perform work "off the clock," you should promptly notify your supervisor. If your supervisor has given you directions to work "off the clock" and/or has told you not to properly record all hours worked, notify your human resource specialist. You will not be penalized in any way for making such a complaint.

## **PAY PRACTICES**

For overtime calculations and salary administration, the fixed 7-day "workweek" for Virtual Preparatory Academy of Pennsylvania is the period beginning at 12:01 a.m., Sunday and ending at midnight, Saturday. All employees will be paid bi-weekly on every second Friday. For paydays falling on a weekend or holiday, you will be paid the prior business day.

If you are absent on payday and someone else is to pick up your check, it will not be released without a signed note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce satisfactory identification; otherwise, your check will not be released.

If your employment ends, you will be paid your final wages in accordance with applicable state law.

Payroll is biweekly, with all employees paid one week in arrears.

## **Health Insurance Benefits**

Per charter school law, Virtual Preparatory Academy of Pennsylvania will offer a health care benefit package similar to that of an aggregate of local school districts. The comprehensive package will include a choice of major medical plans, vision coverage, dental coverage, life and disability insurance, as well as paid sick leave.

E. Identify the proposed faculty.

### **Faculty**

VPAP has not hired any faculty yet. The Board will interview and hire the Head of School in the spring prior to the approved school opening. In Year 1 and Year 2, the Head of School will be considered the Lead School Administrator. As the school enrollment grows, the Board will hire a additional administrators to report to the Head of School.

### **Head of School:**

The Board will value the input of the Lead School Administrator in making hiring decisions. The Lead School Administrator will be considered an administrator requiring a Secondary or Elementary Principal Certification in Pennsylvania, which requires completion of a certification program at a college or university and five years successful teaching experience. Ideally, the selected Lead School Administrator will also have some management or administrative experience. A former principal who is technologically proficient with good communication skills is ideal. The Lead School Administrator will build consensus and inspire teachers to teach, students to learn, and parents to engage in their child's learning while following the mission of the school. The Lead School Administrator will be responsible for the overall school operation working with parents, students, support staff, and teachers who virtually facilitate the student instructional program.

Once the Lead School Administrator is hired, he/she will work under the direction of the Board to hire the teachers and additional school staff. Teachers will be required to meet all requirements of Pennsylvania's charter school law, including the requirement that at least 90% of the charter school's professional staff hold appropriate state certification. Additionally, Pennsylvania charter schools must meet the federal law's Highly Qualified Teacher requirements. Teachers at VPAP will hold at least a bachelor's degree and will demonstrate competence in the core content areas in which they teach. Federal law further provides that charter school teachers must meet the certification requirements established in the state's public charter school law, which may differ from the requirements for full state certification. In Pennsylvania, in order to be highly qualified, all charter school teachers of core content subjects at all grade levels, whether or not they hold state certification, must (1) hold at least a bachelor's degree and (2) demonstrate subject matter competence in each core content area and grade level at which they teach. To demonstrate subject matter competency, teachers can use a passing grade in the appropriate PRAXIS content area test in the subject area of their teaching assignment. Middle school and high school teachers

may also demonstrate competency by having completed a content area major or a graduate degree in the subject area of their teaching assignment. Teachers with three or more years teaching experience may demonstrate subject matter competency through having attained National Board for Professional Teaching Standards (NBPTS) Certification in the core content area of their teaching assignment. Experienced teachers (i.e., one or more years of teaching experience) may demonstrate subject matter competency through completing Pennsylvania's HOUSSE programs. All special education teachers will be required to hold the appropriate certification.

- F. Attach a report of criminal history record, pursuant to Section 111 of the Public School Code for all individuals seeking the charter who shall have direct contact with students. Direct contact includes contact through any electronic means.

The Charter School Law also requires an applicant to include a criminal history record and an official clearance statement regarding child injury or abuse. 24 P.S. §17-1719-A (15), (16). Since VPAP has not hired staff yet, it is not impossible to provide criminal history records and child abuse clearances at the time of submitting this application. These documents will be provided to PDE as soon as staff has been hired.

VPAP will contract with a third party to provide background checks and criminal history records. Upon an offer of employment, the third party will run a background check through the third party vendor, EBI. This background check will run a social security number verification, a state and county check, and a sex offender registry check.

In compliance with Section 111 of the Public School Code, individuals required by law will, in addition to the FBI background check, submit their fingerprints to be run by the Pennsylvania State Police to make sure there are no adverse records in the State Police Central Repository. In accordance with 24 P.S. Section 111, all applicants for employment at VPAP, excluding employees who do not have direct contact with students, must undergo state and federal background checks. Background checks will be no more than one year old at the time of application. Administrators will make and keep a copy of the original background checks. As required by state law, applicants for employment will be required to produce three documents verifying the checks that they have completed:

- Pennsylvania State Criminal History Record (Act 34) where the applicant will submit information online to be run through the PATCH system. The system will generate a report that is sent directly to the applicant for submission to the Academy;
- Child Abuse Report (Act 151) which requires the applicant to complete an application to be submitted to the Department of Public Welfare to investigate whether the applicant has been the subject of, or is currently the subject of, an investigation for child abuse, sexual abuse, or the like, or has ever been disciplined by any employer, public institution, or other authority for such an offense. The Department will in turn send a report back to the applicant, which is to be submitted to the Academy;
- Federal (FBI) Criminal History Report (Act 114) whereas the applicant will submit their

fingerprints to the State Police to be run through the FBI repository for criminal history of the applicant;

In addition, the application will submit the following:

- Arrest / Conviction and Certification Report (Act 24) or PDE-6004, this form that must be completed by the applicant affirming they have/have not been convicted of certain crimes listed on the document.
- Sexual Misconduct / Abuse Disclosure Release (Act 168) this release must be completed by the applicant for their current employer, any previous employers that were school entities, and any employer where the applicant was employed and held a position with interaction with children.

Failure to accurately report required information will subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. VPAP may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.

- G. Attach an official clearance statement regarding child injury or abuse from the Department of Public Welfare as required by 23 Pa. C.S. Chapter 63 subchapter C. 2 (relating to background checks for employment in schools) for all individuals who shall have direct contact with students. Direct contact includes contact through any electronic means.

Upon being offered employment, any candidate who has direct contact with students must obtain and submit to Accel Schools a clearance statement for the preceding year from the Department of Public Welfare. The clearance letter is to state that the employee is not named as a perpetrator of an indicated/founded child abuse or neglect report, or is named as the individual responsible for injury/abuse in an indicated/founded report. This document must be submitted prior to employment.

Clearances must be obtained every 36 months. Timelines for renewed clearances will be based upon the date of each individual clearance. Clearances are transferrable within the school and a person need not obtain a new clearance letter to change positions within the school. VPAP will maintain copies of the required information and require the individual to produce the original documents prior to employment or acceptance to serve in any such capacity, except provisional employees for limited periods. Individuals may be employed for a single period, not to exceed 90 days if all of the following conditions are met:

- The applicant has applied for the three required clearances and they provide a copy of the completed forms to VPAP.
- VPAP has no knowledge of information pertaining to the applicant that would disqualify him/her from employment.

- The applicant swears or affirms in writing that he/she is not disqualified from employment pursuant to the grounds for denying employment in § 6344 (c) of the Child Protective Services Law or has not been convicted of an offense of a similar nature to those crimes under the laws or former laws of the United States, or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or under a former law of the Commonwealth.
- The applicant is not permitted to work alone with children and must work in the immediate vicinity of a permanent employee.

H. What procedures have been developed, through research of NCLB guidelines, that ensure the hiring of certified, highly qualified teachers and other professional staff?

Virtual Preparatory Academy of Pennsylvania will ensure the school complies with the regulations for Properly Certified (Highly Qualified) and Certification of Charter School Teachers. “At least 75% of the professional staff of a charter school must hold appropriate Pennsylvania certification. The charter must list the general qualifications for non-certificated staff and additional criteria are established. The staff may bargain collectively, but not as part of the school district's bargaining unit. Protections are built into the bill to allow teachers to transfer to a charter school without penalty to employee rights: seniority, right of return, retirement, health benefits and tenure.”

During the interview and onboarding process, transcripts, certifications, and test scores will be submitted to the Accel Schools’ onboarding team for initial evaluation. These documents will be kept by onboarding until the employee is hired. Upon being hired, the documents will be uploaded into the Human Resources Information System (HRIS) for instant access by teachers and the human resources department.

Virtual Preparatory Academy of Pennsylvania will review all documentation to ensure that the employee does have the necessary documentation and experience to be labeled ‘Properly Certified’ under the ESSA and Pennsylvania state regulations. This includes making sure the employee:

- Holds at least a bachelor’s degree from an accredited college or university, and
- Demonstrates subject matter competency for the core content area through completion of a PRAXIS test, major/graduate degree, obtaining a National Board for Professional Teaching Standards certificate, or through the Pennsylvania Housse program.

#### **4. Code of Conduct**

##### **Positive Behavior Support**

Virtual Preparatory Academy of Pennsylvania recognizes that some student’s manifest behavior that may interfere with learning for the student and of others. Whenever behavior interferes with the learning of a child or with the learning of others, the IEP team of the child experiencing the behavior shall include in the IEP and as needed, appropriate positive behavioral interventions, strategies and supports to address the behavior.



The following principles govern the use of behavior supports and interventions for children with disabilities at Virtual Preparatory Academy of Pennsylvania.

- Positive, rather than negative, measures will form the basis of behavior support programs to ensure that all students shall be free from demeaning treatment, the use of assertive techniques and the unreasonable use of restraints.
- Behavior support programs and plans will be based on a Functional Behavior Assessment (FBA) and use of positive behavior techniques.
- Behavior support programs and plans will include researched-based practices and techniques to develop and maintain skills that will enhance an individual student's opportunity for learning and self - fulfillment.
- When an intervention is needed to address problem behavior, the types of interventions chosen for a particular student shall be the least intrusive necessary.
- The use of restraints is considered a measure of last resort, only to be used after other less restrictive measures, including de-escalation techniques. If applied, restraints shall only be used by trained personnel who are specifically authorized to use physical restraints.

Nothing in this policy shall be construed to require the development of a separate behavior support or intervention plan when appropriate positive behavioral interventions, strategies and supports consistent with the requirements of this policy can be incorporated into the body of the IEP.

- A. Describe your school's policies regarding student expulsion and suspension, including students with disabilities.

## **STUDENT CODE OF CONDUCT AND DISCIPLINE**

VPAP implements disciplinary procedures consistent with the Pennsylvania Code and the Individuals with Disabilities Act. Student offenses dictate the severity of the consequence VPAP will impose. In addition to the specific offenses set forth below, VPAP is within its rights to discipline any student who engages in conduct that threatens the health, safety or welfare of others or disrupts the learning environment. The appropriate consequence will be determined at the sole discretion of the school in accordance with the law. Student rights regarding disciplinary procedures are outlined in the final section of this code. In all disciplinary situations parent and student will be notified by either

VPAP's Executive Director, Academic Director, or Principal, and provided with an explanation of the action taken. Appeals can be made to VPAP's Chief Executive Officer (CEO) who will review the merits of case. Suspensions may result in the removal of student access to certain communications and/or technologies within the larger VPAP community.

**Discipline Procedures:** A student cannot be suspended or expelled and thereby deprived of a free education provided in the public schools without due process. Due process requirements guarantee all students the right to fair notice, fair procedures and a fair hearing. The student and his or her parent or guardian have the responsibility to follow the procedures set forth below in a

respectful and timely fashion. A student who is accused of misbehavior or a bVirtual Preparatory Academy of Pennsylvania of this Code of Student Conduct will be addressed by the Executive Director or his/her designee (Academic Director, Principal).

**Written referral:** Violations shall be presented in written form and should be specific, indicating the Virtual Preparatory Academy of Pennsylvania of the Code of Student Conduct for which the referral is being issued.

**Student notification:** The student will be placed on notice of the violation by the Executive Director or appointed designee and afforded an opportunity to explain.

**Initial conference:** An initial conference (in person or by tele- or video- conference) shall be conducted by the Executive Director or appointed designee at each level of discipline.

**Charges and Evidence:** The Executive Director or appointed designee, shall confer with the student, explain the charges and evidence against the student and allow the student an opportunity to present his or her side of the story prior to taking disciplinary action.

**Parental Assistance:** A good faith effort shall be made by the Executive Director or appointed designee, to employ parental assistance or other alternative measures prior to suspension, except in the case of emergency or disruptive conditions that require immediate suspension or in the case of a serious infraction of the Virtual Preparatory Academy of Pennsylvania of conduct.

1. **Parental notification: Telephone or Email:** The Executive Director or appointed designee shall attempt to speak with the parent by telephone and/or email to notify them of the student's misconduct and the next steps in the process for determining and implementing a proposed disciplinary action.
2. **By Written Notice:** Regardless of whether there has been communication with the student's parent by telephone or email, the Executive Director or appointed designee shall within twenty-four (24) hours of taking disciplinary action send written (hard copy) notice to the parent describing the disciplinary action imposed and the reasons action was taken.

### **Violations Leading to Suspension**

The following violations may lead to short-term suspension or other low-level disciplinary action. Multiple violations at this level may lead to a long-term suspension or expulsion. [Note: VPAP considers the following violations serious infractions of the student code of conduct]:

**Abusive Language or Conduct:** The use of, or engagement in, abusive, profane, obscene, vulgar language or conduct in the presence of (electronically or in person) one (1) or more individuals within the VPAP school community or at an VPAP-sponsored event,

**Cheating:** Any student involvement in the exchange of answers or completed assignments either providing or receiving, using, copying or providing another student with any test answers or answer keys or another person's work, representing it to be their own work.

**Disruptive Behavior and/or Minor Infractions:** Behavior or conduct that is disruptive to the educational setting but may not be considered a serious breach of conduct. VPAP will determine which violations are considered minor in nature.

**Unauthorized Access:** Deliberately gaining entry into any component of VPAP's computer- or web- based systems that had been denied by administrators. Please refer to VPAP's Acceptable Use policy for more information.

**Falsifying Information:** Knowingly and intentionally reporting or producing false/misleading information, in any communication modality, which may serve to benefit the student in any way, or injure another person's character or reputation, or disrupt the orderly process of the school.

**Insubordination:** Substantially interfering with the educational process by willful disobedience or open defiance of the authority of the school personnel, by violence against persons or property or any other act that interferes with the educational process.

**Violation of Dress Code:** Students shall dress in accordance with the standards described below when attending school events (testing, social outings, field trips)

- Pants must be worn on the waist so no undergarments are showing
- No halter tops, strapless garments, or garments revealing midriff may be worn to a school event
- No garments that reveal undergarments or that are see through may be worn to a school event
- No hats, stocking caps, doo rags, bandanas may be worn inside buildings at school events
- No clothing that has profanity, drug or offensive slogans may be worn to school events

**Possession of Tobacco Products and Paraphernalia:** A student may not possess or use any tobacco product, cigarette lighters, matches, rolling papers, pipes, or other such paraphernalia.

**Possession of Drugs or Alcohol for Personal Use:** Students shall not have, use or be under the influence of any alcohol, drugs, or unauthorized prescription or non- prescription medication.

**Vandalism:** The intentional destruction, damage, or defacement of any physical or electronic VPAP resource.

**Theft:** Taking another person's property (whether physical or electronic) belonging to another person, with the intent to permanently deprive the person of such property. Theft is considered a crime in Pennsylvania and may be reported to the proper law enforcement agency.

**Robbery:** Taking the belonging(s) from another person by the use of force, violence, assault, or threatened use of force or violence. Robbery is considered a crime in Pennsylvania and may be reported to the proper law enforcement agency.

**Sexual Harassment:** Unwelcome sexual advances, verbal harassment or abuse, pressure for sexual activity, repeated remarks with sexual implications, unwelcome or inappropriate touching, or suggestions or demands for sexual involvement accompanied by implied or explicit threats—either in person or online. This also includes electronic transmission of sexually inappropriate or explicit material. Any alleged crime may be reported to the proper law enforcement agency.

**Indecent Exposure or Conduct:** The intentional exposure or exhibition of one’s sexual organs in the presence of (electronically or in person) one or more individuals within the VPAP community or at an VPAP-sponsored event; also described as explicit behavior that is considered lewd, indecent or obscene. Any alleged crime may be reported to the proper law enforcement agency.

**Burglary:** Gaining unauthorized entry into a building or property owned or maintained by VPAP with the intent to commit theft, vandalism or some other criminal offense therein. The fact that the premises may be open to the public or that the student may be otherwise authorized to enter or remain will not excuse any other offense, violation, or other breach of conduct committed by that student while therein. Burglary is considered a crime in Pennsylvania, and any alleged crime may be reported to the proper law enforcement agency.

**Abusive Language or Conduct Directed at a School Employee or Trustee:** The use of or engagement in abusive, profane, obscene or vulgar language or conduct directed at a school employee, Trustee, or other VPAP stakeholder.

### **Violations Leading to Expulsion**

The following violations will lead to expulsion or a review for consideration of more restrictive school placement, following the due process procedures stated above.

**Weapons:** The display or possession of an object normally considered a weapon (other than a firearm), such as but not limited to a knife or club, while participating in any VPAP-sponsored activity. This particular act may be considered a crime in Pennsylvania, and any alleged crime may be reported to the proper law enforcement agency.

**Firearms:** The possession of a firearm or any weapon (including a starter gun, pellet gun, B-B gun, air rifle, or air pistol) that is designed to, or may readily be converted to expel a projectile by the action of an explosive or compressed or forced air. It is the expressed policy of the Board of Trustees that, with the exception of law enforcement officers, no person shall have in his or her possession any firearm of any nature, including a firearm used for recreational activities, while on a school property, other property owned or maintained by the school, or property designated for school activities. This particular offense can be considered a crime in Pennsylvania and any alleged crime may be reported to the proper law enforcement agency.

**Battery:** The intentional striking of another person against the will of the other person or intentionally causing bodily harm to another person. This offense is considered a crime in Pennsylvania and, any alleged crime may be reported to the proper law enforcement agency.

**Bomb and Explosive:** Possession of a bomb, explosive device, substance or material intended for use as a bomb or explosive device while participating in any Academy-sponsored activity. This

offense is considered a serious crime in Pennsylvania, and any alleged crime may be reported to the proper law enforcement agency.

**Arson:** A student shall not willfully, by fire or explosion, damage or attempt to damage any building, structure, vehicle, or other property owned or maintained by the school. Any alleged crime may be reported to the proper law enforcement agency.

**Threat:** Intentionally threatening, by word or act, to strike or cause bodily harm to another person, and cause the other person to have a fear that he or she is about to be harmed or about to suffer bodily harm. Any alleged crime may be reported to the proper law enforcement agency.

### **Search and Seizure Policy**

To maintain order and discipline at school functions and protect the safety and welfare of VPAP students and school personnel, school authorities may search a student, a student's backpack or student automobile in certain circumstances and may seize any illegal or unauthorized materials discovered during the search. VPAP further reserves the right to utilize local law enforcement should the safety of the VPAP authority conducting a search be in question.

### **Procedures for Suspensions of 3 Days or Less\***

Students who are suspended shall be afforded a conference with the Executive Director or designee before being suspended. During the conference, the student shall be:

- Informed of the alleged violation and any of the surrounding circumstances examined;
- Given an opportunity to respond to the accusations if he/she has not already done so;
- Informed of the recommended remedial measure; and
- Informed of the consequences of future infractions.

After the conference with the student, the Executive Director or designee shall implement the recommended remedial measure and send the parent a disciplinary letter to inform them of the student's violation, the length of the suspension, and the day on which the student and parent/guardian are permitted to return to class.

### **Procedure for Suspensions of More than 3 Days\***

Students who are suspended for more than 3 days shall be afforded an informal hearing. Parents of the students must be notified in writing when the suspension is between 3 and 10 days. The notification must afford the parent time to attend the hearing. When the suspension is in regard to health, safety and welfare the student may be suspended immediately. The hearing allows the students to meet with appropriate official to explain why he/she should not be suspended. During the hearing the student will be:

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times and place of the hearing must be sent to the student's parent or guardian. A formal hearing must be held and should be private unless requested by the parent or guardian to be public. The student:

- may be represented by an attorney;
- has the right to have the information on the prosecution's witnesses;
- has the right to testify and present witnesses on his own behalf; and
- has the right to appeal to Court of Common Pleas.

\*State and/or Federal regulations may warrant different protocols for individual students in response to violations of school conduct or when implementing administrative consequences for such acts.

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- Informed of the alleged violation and any of the surrounding circumstances examined;
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- Informed of the recommended remedial measure; and
- Informed of the consequences of future infractions.

After the conference with the student, the Executive Director or designee shall implement the recommended remedial measure and send the parent a disciplinary letter to inform them of the student's violation, the length of the suspension, and the day on which the student and parent/guardian are permitted to return to class.

**Procedure for Suspensions of More than 3 Days\***

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- given an opportunity to respond to the accusations if he/she has not already done so;
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- informed of the consequences of future infraction

**Procedure for Expulsion\***

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- may be represented by an attorney;
- has the right to have the information on the prosecution's witnesses;
- has the right to testify and present witnesses on his own behalf; and
- has the right to appeal to Court of Common Pleas.

\*State and/or Federal regulations may warrant different protocols for individual students in response to violations of school conduct or when implementing administrative consequences for such acts.

- B. Describe your school's mandatory student attendance plan and its fit with the code of conduct.

**Attendance Policy**

Regular school attendance is an essential part of your student's education and vital to graduating ready to take on the demands of adult life. Students who are frequently absent may be putting their futures in jeopardy by falling behind in school. Chronic absenteeism is a behavior that is strongly associated with dropping out of school.

By establishing a daily routine for logging-in to the online school, completing course assignments in a timely manner and attending live class connect sessions, students will be able to successfully

complete course and graduation requirements. Remember, communicating with teachers is the best way to stay on pace and ensure a successful on-line educational experience at Virtual Preparatory Academy of Pennsylvania.

Students are required to follow the school calendar which includes 180 school-days. Attendance only occurs on school-days as listed on the school calendar. Students can complete online work on holidays or weekends in order to maintain course progress, but no attendance credit will be awarded for work completed on non-school days.

In Pennsylvania, compulsory school age refers to the period of a child's life from the time the child enters school as a beginner, which may be no later than eight years of age, until the age of seventeen or graduation from a high school, whichever occurs first. In accordance with the Compulsory School Attendance Law and Pennsylvania State Code uniform rules have been adopted to ensure that students attend school regularly. Students are expected to attend school each day.

Pennsylvania requires all public schools to offer a minimum of one hundred and eighty (180) days of instruction between July 1 and June 30. Additionally, the statute requires all public schools to offer a minimum number of instructional hours by grade level:

<b>Grade Levels</b>	<b>Days</b>	<b>Min. Yearly Hours</b>	<b>Daily Hours</b>
K-6	180	900	5
7-12	180	990	5.5

### **What counts as Attendance at Virtual Preparatory Academy of Pennsylvania?**

A student is counted as present for the day when he or she logs into the Online School through the student account, completes work within a course through the student account, attends a Class Connect Session accessed through his or her daily plan, or when course attendance is logged by a Learning Coach.

### **Logging Attendance**

Virtual Preparatory Academy of Pennsylvania Systems will automatically capture daily Online School student log-in, course work, and class connect session attendance. In addition, — Virtual Preparatory Academy of Pennsylvania requires that each Learning Coach log the time spent working on content in each course each day. Time entered here should reflect the total time spent working on the course that day (both online work in the Online School and off-line work completed by the student). For guidance on how to log attendance in the Online School please see the following video: <https://www.help.k12.com/s/article/Attendance>

### **Absences**

All absences will be treated as Unlawful (Unexcused) until a parent or guardian submits a written explanation or medical excuse to the Attendance Clerk. Please copy your Homeroom Teacher (K-5) or Advisor (6-11) on that email. If parents or guardians fail to submit a written explanation or medical excuse within three (3) days of the absence, the absence would be permanently counted as unlawful (unexcused).

Please send explanation of absence via email and copy your K-5 Homeroom teacher and/or your 6th-11th Grade Advisor. Please include the following information in your email:

- Name(s) and Grade Level(s) of Student(s)
- Date(s) of Absences
- Reason for Absence

\* Please Note - inability to access the internet is not a valid reason for school absence. Consistent internet access is required for continued enrollment at Virtual Preparatory Academy of Pennsylvania. Please ensure that you have a plan in place to access the internet in a secondary location should your home internet be unavailable. If you encounter a personal situation that impacts your ability to maintain consistent internet connection please VPAP out to your Homeroom Teacher (K-5) or your Advisor (6-11) to make them aware.

**Lawful (Excused) Reasons for Absence include the following:**

- Student Illness
  - Written explanation must be provided within 3 days of absence
- Medical Appointment
  - Written explanation must be provided within 3 days of absence
- Death in the Immediate Family
  - Written explanation must be provided within 3 days of absence
- Religious Holiday
  - Written request must be submitted 24 hours in advance
- Educational Trip
  - Written request must be submitted 24 hours in advance

A maximum of ten (10) days of cumulative lawful (excused) absences verified by parental notification may be permitted during a school year. All absences beyond ten (10) cumulative days may require an excuse from a physician.

**No Internet Access or Power Outage or School-Issued Computer Technical Issues**

Students who are unable to log into school or have a power outage must have an alternate plan to go to a library/public location with computer access to do their school work.

If the student does not have a back-up plan and cannot go to the library, the student must notify the Attendance Office of the reason for the absence. Repeated absence due to lack of internet access may result in a FAST referral in order to assess the obstacles and create a plan to overcome the obstacles. Continued lack of access after that plan is created could result in Administrative Review.

Students who are absent due to the school-issued computer technical issues must contact Technical support and notify the Attendance Office with the Technical Support ticket number as the reason for absence. Absences due to Technical issues will not be excused without a tech ticket number.

## **Educational Leave**

Pupils may be excused for family educational trips not sponsored by the school according to 22 Pa Code 11.26. [\[1\]](#)

Please understand that it shall be the applicant's responsibility to contact the Attendance Office to determine what obligations must be met as a result of this proposed absence. Further, understand that:

- No more than ten (10) consecutive days will generally be approved, although administration may approve extended educational leave based upon the situation and current student academic standing.
- No absence shall occur in the last ten (10) days of the school year
- Experience such as long weekends and vacations will not justify any request
- Request must be submitted and approved a minimum of 24 hours prior to the trip using the Educational Request Form or by sending a detailed email to the Attendance Office – no approvals will be made after the trip occurs.
- Requests will not be approved for time off during the state testing window.
- Any out-of-state travel during days that school is in session MUST be reported to the attendance office through an educational trip request form, even if the student will be logging in and attending school while out of the state. If logging in consistently time spent working outside the state of PA will not count as an absence, but completion of the form provides us with the documentation we need regarding student whereabouts. Per state law Virtual Preparatory Academy of Pennsylvania students must retain a permanent residence in the state of PA.

## **What Do I Do If My Child Refuses To Log On or Attend Sessions?**

Speak with your child's homeroom teacher or advisor about the issue. The homeroom teacher or advisor can provide initial suggestions and may refer your student to the Family Academic Support Team (FAST) to help obtain additional supports for your student.

### **Key attendance points**

**The four critical points about attendance are:**

1. Log-in daily (Monday through Friday) and complete work in your online courses
2. Attend scheduled live class connect sessions
3. Notify attendance, Homeroom Teachers (K-5)/Advisors (6-12) immediately when it is not possible to log-in.
4. Return telephone calls and/or respond to e-mails from school staff regarding attendance and participation.
5. 3 cumulative unexcused absences = Truant, school district notified

6. 6 cumulative unexcused absences = Habitually Truant, school district notified
7. More than 6 unexcused absences = mandatory creation of Student Attendance Improvement Plan, school district notified
8. 10 consecutive unexcused absences = possible withdraw from Virtual Preparatory Academy of Pennsylvania
9. School districts have the ability to pursue court proceedings and fines for truancy

## **Truancy**

Pennsylvania's law stipulates that a child of compulsory school age is considered truant when the child has three (3) unlawful (unexcused) absences during the school year.

After three (3) days the school will notify the parent or guardian in writing that your child is considered truant and will inform you of the potential consequences if your child becomes habitually truant. The school will invite you to participate in an Attendance Improvement Conference. The conference will be held with or without your involvement, but the best outcomes can be achieved when the family and school work together in collaboration.

If a student continues to have unlawful or unexcused absences after the Attendance Improvement Conference, the school will invite you to participate in the development of a School Based Attendance Improvement Plan (SAIP). The SAIP will be created regardless of your participation, but the best outcomes can be achieved when the family and school work together in collaboration. You can view the SAIP template provided by the Pennsylvania Department of Education [here](#).

## **Habitual Truancy**

Pennsylvania's law stipulates that a child of compulsory school age is considered habitually truant when the child has six (6) unlawful (unexcused) absences during the school year. Once a student's absences VPAP the level of habitual truancy Pennsylvania law requires that the school must take the following actions:

### **Students under 15 years of age:**

The school MUST refer the student to either 1.) school based or community attendance improvement plan OR to 2.) the County Children and Youth Agency for services or possible disposition of the student as a dependent child under the Pennsylvania Juvenile Act.

The school may also initiate the process of filing a citation with the District Magistrate against the person in a parental relationship with the student who resides in the same household as the student.

### **Students 15 years of age or older:**

The school MUST either 1.) refer the student to a school-based or community –based attendance improvement program (note: if the student incurs additional absences after this referral or refuses to attend the school may refer the student to the local County Children and Youth Agency for

possible disposition as a dependent child) or 2.) may initiate the filing of a citation against the student or parent with the District Magistrate.

- The student completes assigned lessons and assessments.
- The student participates in educational activities for an appropriate number of hours and the parent or Learning Coach records these attendance hours in the LMS on a daily basis.
- The student is available for regularly scheduled telephone calls with teachers at least once every two weeks.
- The student is able to demonstrate that he/she is doing his/her own schoolwork (the Honor Code and Curriculum Based Assessments support this).
- The student attends mandatory state testing.
- The parent or guardian has communicated with the Family Accel Schools Coordinator in advance if he or she needs to deviate from the regular school calendar (for example, switching a vacation and school day).

**5. Timetable**

A. Provide a detailed timetable of projected steps and dates leading to the opening of a charter school.

*Explanation: Establish a well-developed, realistic plan of action for opening a charter school.*

<b>Incorporate and file Articles</b>	Completed
<b>Create and approve By Laws</b>	Completed
<b>Contract with Management Provider</b>	Completed
<b>Submission of Charter Application</b>	October 2019
<b>Approval of Charter Application</b>	January 2020
<b>Recruitment of Board of Trustees</b>	Completed
<b>Approval of Board Policies</b>	February—March 2020
<b>Create Student /Parent Handbook</b>	February—March 2020
<b>Recruitment of Students</b>	March 2021
<b>Finalize Insurance Coverage</b>	March 2021
<b>Initial Enrollment Period</b>	March1, 2021—April 15, 2021
<b>Lottery if Necessary</b>	April 20, 2021
<b>Open Enrollment Period</b>	May 2021—September 2021
<b>Finalized Office Lease</b>	April 2021

<b>Move into Office &amp; Setup</b>	May 2021
<b>Hire Administrators</b>	May 2021
<b>District Notification</b>	May (ongoing with enrollment) 2021
<b>Course Placement</b>	June—July 2021
<b>Hiring of Teachers</b>	May—July 2021
<b>Teacher Training</b>	August 2021
<b>Student Computer/Materials Delivered</b>	August 2021
<b>Orientation Sessions</b>	August—September 2021
<b>School begins</b>	September 2021
<b>Strong Start</b>	September (ongoing with enrollment) 2021

## 6. Safety

- A. Submit written documentation of intent to comply with all applicable safety requirements, including the following to demonstrate the safety and structural soundness of the school:
- Inspection by a local building inspector.
  - Inspection by a local fire department.
  - Approval from the municipal licensing authority for use of any explosives and flammable compounds or liquids in connection with courses taught at the school.
  - Compliance with all other federal, state, and local health and safety laws and regulations.
  - Application for certificates, licenses, etc. are part of the planning process.

### Safety of School Building

The facilities will comply with all applicable federal, state, and local health and safety laws, regulations, and requirements. The Academy will follow applicable city planning review procedures. The Academy, working with the landlord, will ensure the property is inspected by a local building inspector and the local fire department.

Although not anticipated, if necessary, The Academy will request approval from the municipal licensing authority for use of any explosives and flammable compounds or liquids in connection with courses taught at the school.

The Cyber Charter School Application released by the PDE, required that applicants “submit written documentation of intent to comply with all applicable safety requirements, including the following: Approval from the municipal licensing authority for use of any explosives and flammable compounds or liquids in connection with courses taught at the school.” Therefore, we are including this language to meet the



requirement to show our written intent to comply.

The Academy will apply for certificates, licenses, and so forth as part of the planning process.

### **Compliance with Health and Safety Laws**

The Academy will be in compliance with or capable of modification to bring the school into compliance with all local building, zoning, and health and safety requirements.

### **Certificates of Occupancy**

Since students will be present in the school headquarters only on the rare drop-in basis, and will not gather there for instructional activities, no special zoning will be required beyond standard commercial use. All necessary certificates and occupancy permits must be issued and in effect prior to the opening of the charter school. Preliminary clearances on all these requirements should be obtained prior to a lease being executed.

The Academy will ensure the facility has a certificate of occupancy, air-conditioning, heating, illuminated fluorescent lights, male and female bathrooms, parking, is handicapped accessible, and is fully equipped with sprinklers and other fire safety equipment. If VPAP contemplates any regional learning center facilities to accommodate testing, related services, etc., such facilities will appropriately zoned.

**Note:** All necessary certificates and occupancy permits must be issued and in effect prior to the opening of the charter school. **Preliminary clearances on all these requirements should be obtained prior to a lease being executed.**

## 7. School Health Services

- A. Describe your plan for providing school health services as required under Article XIV of the Public School Code.

The Academy will contract with local health services providers throughout the Commonwealth to accommodate enrollment as required to provide services to students and to meet the requirements of Article XIV: School Health Services of the Public School Code.

Parents and students will receive information about the school's health services in the parent/student handbook including requirements, assistance and programs the school offers to students.

- B. Describe how school nursing services, including administration of medication, will be delivered.

The Academy will contract with local health service providers throughout the Commonwealth to facilitate student enrollment to meet the requirements of Article XIV: School Health Services of the Public School Code. The School Nursing services, provided through contracts on an hourly or a per-service fee basis with local health services providers, may include:

- A vision test
- A hearing test
- A measurement of height and weight which shall use the measurement to compute a child's weight-for-height ratio
- Tests for tuberculosis under medical supervision
- Such other tests as the Advisory Health Board may deem advisable to protect the health of the child. Vision tests will be given at least annually and other tests at intervals established by the Advisory Health Board. ((a) amended July 11, 2006, P.L.1092, No.114)

The Academy will maintain a comprehensive health record which will include the results of the tests, measurements, and regularly scheduled examinations and special examinations and which will be protected for confidentiality. The student's health record will also include medical questionnaires- by the student's parent or guardian.

## Appendix

- A. Acceptable Use Policy
- B. Resumes of Board of Trustees
- C. Board Meeting Minutes By-laws
- D. Articles of Incorporation
- E. Statement of Agreement with Accel
- F. Preliminary Startup and Operating Budget
- G. Assurances Letter
- H. Draft Employee Handbook
- I. Draft Student Handbook

# APPENDIX A

## Acceptable Use Policy

This appendix includes the following:

- Acceptable Use Policy – Page A1

## **TECHNOLOGY & INTERNET ACCEPTABLE USAGE POLICY**

**Virtual Preparatory Academy of Pennsylvania Cyber Charter School requires that all families use high speed internet access to attend the program.**

### **INTRODUCTION**

The use of technology is a privilege and an important part of Virtual Preparatory Academy of Pennsylvania Cyber Charter School's overall curriculum. Virtual Preparatory Academy of Pennsylvania Cyber Charter School does not warrant that technology resources will meet any specific requirements that the Student, or other users, may have or that it will be error free or uninterrupted. Virtual Preparatory Academy of Pennsylvania Cyber Charter School will, from time to time, make determinations on whether specific uses of technology are consistent with Virtual Preparatory Academy of Pennsylvania Cyber Charter School policies for students and employees of the School. Virtual Preparatory Academy of Pennsylvania Cyber Charter School always reserves the right to monitor and log technology use, to monitor cloud storage utilization by users and examine specific network usage (as may be deemed necessary) for maintenance, safety or security of the technology resources or the safety of the user. It is the policy of Virtual Preparatory Academy of Pennsylvania Cyber Charter School to:

- Prevent users from accessing or transmitting access over its computer network to, or transmission of, inappropriate material via internet, electronic mail, or other forms of direct electronic communications over its (Virtual Preparatory Academy of Pennsylvania Cyber Charter School's) computer network;
- Prevent unauthorized access and other unlawful online activity and damage to school resources;
- Prevent unauthorized online disclosure, use or dissemination of personal identification information of minors; and
- Comply with the Children's Internet Protection Act [Publ. L. No. 106-554 and 47 USC 254(h)].

### **ACCESS TO INAPPROPRIATE MATERIAL**

To the extent practicable, technology protection measures are used to block or filter internet access to, or other forms of electronic communications containing, inappropriate information. Filtering and maintenance, or blocking, is applied to visual depictions of material deemed obscene, child pornography, or to any material deemed harmful to minors, as defined by the Children's Internet Protection Act (CIPA). The filter serves to block minors from accessing inappropriate matter on the internet and the worldwide web.

The installation of technology protection measures at the time of computer installation is mandatory and the internet filter will be set at a level determined by the School. Thereafter, it will be the parent educator's responsibility to monitor computer usage for compliance with Virtual Preparatory Academy of Pennsylvania Cyber Charter School's policies and the Children's Internet Protection Act. The technology protection measures

may be disabled only for bona fide research or other lawful purposes. Additionally, it shall be the responsibility of all members of Virtual Preparatory Academy of Pennsylvania Cyber Charter School staff to supervise and monitor usage of the online computer network and access to the internet and ensure that the same is in accordance with this policy, including any e-mails, chat room discussions, electronic communications, and webcam usage.

By using the filter program, as well as staff monitoring student use, Virtual Preparatory Academy of Pennsylvania Cyber Charter School is attempting to provide a safe and secure medium by which students can use the internet, world wide web, electronic mail, chat rooms and other forms of direct electronic communications. To the extent practicable, steps are taken to promote the safety and security of users of the Virtual Preparatory Academy of Pennsylvania Cyber Charter School private network. Other inappropriate network usage Virtual Preparatory Academy of Pennsylvania Cyber Charter School intends to eliminate includes:

- Unauthorized access, including so-called 'hacking', and other unlawful activities; and
- Unauthorized disclosure, use and dissemination of personal identification information regarding minors.

By signing the Parent/Student Handbook agreement form, the Parent and Student agree:

- To abide by all Virtual Preparatory Academy of Pennsylvania Cyber Charter School policies relating to the use of technology;
- To release all Virtual Preparatory Academy of Pennsylvania Cyber Charter School employees from any and all claims of any nature arising from the use or inability to use the technology;
- That the use of technology is a privilege; and
- That use of the technology will be monitored and there is no expectation of privacy whatsoever in any use of the technology.

The Parent/student further agrees and understands that the user may have his/her privileges revoked or other disciplinary actions taken against them for actions and/or misuse such as, but not limited to, the following:

- Altering system technology, including but not limited to, software or hardware;
- Placing unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages;
- Obtaining, viewing, downloading, transmitting, disseminating or otherwise gaining access to or disclosing materials Virtual Preparatory Academy of Pennsylvania Cyber Charter School believes may be unlawful, obscene, pornographic, abusive or otherwise objectionable;

- Using technology resources for commercial, political or other unauthorized purposes since Virtual Preparatory Academy of Pennsylvania Cyber Charter School technology resources are intended only for educational use;
- Intentionally seeking information on, obtaining copies of, or modifying files, other data or passwords belonging to other users;
- Disrupting technology through abuse of the technology including, but not limited to, hardware or software;
- Malicious uses of technology through hate mail, harassment, profanity, vulgar statements or discriminating remarks; Interfering with others' use of technology;
- Installation of software without consent of Virtual Preparatory Academy of Pennsylvania Cyber Charter School;
- Allowing anyone else to use an account other than the account holder;
- Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("email spam");
- Creating or forwarding "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings;
- Malicious e-mail including, but not limited to, "mail bombing" (flooding a user or site with very large or numerous pieces of email);
- Unauthorized use, or forging, of mail header information;
- Using an Virtual Preparatory Academy of Pennsylvania Cyber Charter School or a client account to collect replies to messages sent from another Virtual Preparatory Academy of Pennsylvania Cyber Charter School account; and
- Other unlawful or inappropriate behavior.

The user also acknowledges and agrees that he/she is solely responsible for the use of his/her accounts, passwords and/or access privileges, and that misuse of such may result in appropriate disciplinary actions (including but not limited to suspension or expulsion), loss of access privileges, and/or appropriate legal action. The user must also know and further agrees that:

- Should the user transfer a file, shareware or software that infects the technology resources with a virus and causes damage, the user will be liable for any and all repair costs;
- The user will be liable to pay the cost or fee of any file, shareware or software transferred or downloaded, whether intentional or accidental;
- Should the user intentionally destroy information or equipment that causes damage to technology resources the user(s) will be liable for any and all costs; and
- Violation of this internet safety policy is also a violation of the Virtual Preparatory Academy of Pennsylvania Cyber Charter School Code of Conduct and may result in any other scholastic disciplinary action, other than those specifically set forth above, including but not limited to suspension or expulsion.

## **SPECIFIC TERMS AND CONDITIONS FOR USING CHAT ROOMS, WEBCAMS AND EMAIL**

Virtual Preparatory Academy of Pennsylvania Cyber Charter School offers a chat room, webcam, discussion boards and email to provide Virtual Preparatory Academy of Pennsylvania Cyber Charter School Parents and students a forum in which to share ideas and exchange views regarding Virtual Preparatory Academy of Pennsylvania Cyber Charter School with other Parents, students, teachers and Administrators. To protect all chat room and e-mail participants, all chat room sessions and network e-mails are monitored and recorded. Virtual Preparatory Academy of Pennsylvania Cyber Charter School does not discourage criticism or healthy disagreements; however, Virtual Preparatory Academy of Pennsylvania Cyber Charter School does expect each chat room and e-mail participant to act civilly throughout such conversations and will not tolerate vulgarity, name-calling or attacks upon other chat room participants in any way.

If, for any reason, Virtual Preparatory Academy of Pennsylvania Cyber Charter School does not believe that a Student/Parent or Guardian is acting in a manner that will enhance or support the mission of the School, it reserves the right to remove that person from the network (except for access to his/her master teacher and course materials) in accordance with the penalty provisions provided below. Specifically, the School's in-home computers and internet connection should **not** be used for any of the following purposes and acting appropriately **does not** include:

- Making statements that are sexually explicit or grossly offensive, including blatant expression of bigotry, racism, hatred or profanity.
- Indulging in: abusive, defamatory or harassing behavior; insults or personal attacks; threats of harm to anyone; promoting physical harm or injury to any group or individual.
- Promoting or providing information about illegal activities.
- Indulging in activities that infringe upon anyone else's copyright(s). Specifically, he/she cannot advocate illegal conduct or participate in illegal or fraudulent schemes.
- Using chat rooms to distribute unauthorized copies of copyrighted materials, including photographs, work, text, recordings, designs or computer programs;
- Impersonating someone else or falsely representing oneself;
- Attempting to post or use computer programs that contain destructive features including, but not limited to: viruses, worms, trojan horses, bot scripts, etc.;
- Posting or transmitting unauthorized or unsolicited advertising, promotional materials or any other forms of solicitation of other users; and
- Any other chat room behavior which, at the sole discretion of the Administrator, does not support the mission of the School.

While this is not a complete listing of every behavior that may be inappropriate, it gives some guidance regarding the types of actions and communications that are prohibited.

## **INAPPROPRIATE TECHNOLOGY USE PENALTY SYSTEM**



Violation of Virtual Preparatory Academy of Pennsylvania Cyber Charter School's chat room or webcam Policy may result in a warning or permanent ban from the chat room, depending on the severity of the infraction. The length of any temporary ban shall be at the sole discretion of the Administrator. Inappropriate use of the webcam will result in the loss of the webcam.

## **STUDENT MISUSE**

In addition to the penalties above, students who violate any Policy may be suspended or expelled in accordance with Virtual Preparatory Academy of Pennsylvania Cyber Charter School's Code of Conduct.

## APPENDIX B

### Resumes of Board of Trustees

This appendix includes the following:

- Resumes of Board of Trustees – Page B1

## RICHARD FLYNN

### SENIOR THOUGHT LEADER | P&L & STRATEGIC MANAGEMENT

<https://www.linkedin.com/in/reflynn/>

## PROFESSIONAL PROFILE

### Leadership

Leader who provides a communicative environment of the corporate vision/mission, including direct staff and project-based globally. I am continually recognized as an intellectually curious leader that thrives in an immersive and respectful environment and provides support and engagement for staff, customers, and community. This enables me to discover new markets and opportunities while ensuring improvement and preservation of existing end-user needs

- Have led teams from start-up through large international environments.

### Industry experience

- Consumer Products
- Consumer Electronics
- Retail
- Education (Online/Virtual)
- Insurance
- Financial
- Manufacturing
- Media & Entertainment
- Private Equity
- Technology Industries

## SELECTED CAREER HISTORY

### **Executive in Residence / Advisor**

**TRUE ADVISORY GROUP, YORK, PA.** 2011- Present

### **CEO (E-Commerce / Retail Strategist)**

**POWERMAX, PORTLAND, OR.**  
**PROSCOPE DIGITAL, PORTLAND, OR.** 2016 - 2017

### **President**

**TOWER RECORDS, MONTREAL, CANADA** 2009 - 2011

### **Principal**

**REF Group** 2006 - 2009

### **Director, USA MailNow**

**VERTIS COMMUNICATIONS, YORK, PA** 2005 - 2006

### **Founder and President**

**RED TRUMPET, YORK, PA.** 1999 - 2005  
**RED TRUMPET JAPAN, YOKOHAMA, JAPAN**

## PROFESSIONAL EDUCATION & CERTIFICATIONS

**Bachelor of Arts in Communications**, Slippery Rock University, Slippery Rock, PA  
**Inbound Marketing Certification**, HubSpot (2018)

**Advanced Google Analytics, Google (2018)**  
**The Wharton School (University of Pennsylvania) 2019 -**

**PROFESSIONAL GROUPS**

**Gerson Lehman Group**

**The Society of Industry Leaders**

**Crimson Consulting Group**

Rick Saccone Ph.D.



Dr. Rick Saccone spent a career in the USAF as a Counterintelligence Officer and Special Agent, conducting felony criminal, fraud and counterintelligence investigations and operations worldwide.

Dr. Saccone spent most of his career assigned overseas, home based in South Korea but traveling throughout Asia. During a return assignment to Los Angeles Air Force Station, he worked with an anti-terrorist task force for the 1984 Olympics in LA. Following that he moved to Monterey and graduated from the Naval Postgraduate School with a M.A. in National Security Affairs and from the Defense Language Institute, studying Korean, before returning to Seoul. Dr. Saccone became the Chief of Counterintelligence for the USAF in Korea and worked on the counter terror task force for the 1988 Olympics in Seoul. He also Commanded a Special Investigative Detachment and, as the chief liaison officer in the national capital, worked closely with ten different foreign government agencies and as many U.S. agencies. He received several awards from the Korean and American governments and two Meritorious Service medals from the USAF. Along the way, he wrote scores of culture and travel articles for a local paper in Seoul and began writing books about the history, travel, and culture of South Korea to share his experiences with others. He appeared on the Korean episode on the Popular PBS show Full Circle with celebrity Michael Palin. He also taught English at several Korean institutes in his spare time.

After retiring from the USAF, Saccone stayed in South Korea to work as a TV news anchor on an English language station, and took several jobs working for Korean and American companies in Seoul and Central America before returning to the U.S. to begin work on his Ph.D. During this period, he was asked to represent an international organization in North Korea building nuclear power plants as part of the Agreed Framework negotiated under the Clinton Administration. As the only American living in North Korea at the time, he gained valuable diplomatic experience working and successfully negotiating with North Koreans, resulting in two books about that enigmatic country, including “Negotiating with North Korea,” and “Living with the Enemy: Inside North Korea.”

Dr. Saccone returned to complete his Ph.D. at the University of Pittsburgh and continue teaching at [St. Vincent College](#) where he had instructed part-time in the past. During that time, the war in Iraq began and Saccone decided to take his turn offering his years of interrogation and counterintelligence experience. Assigned to the U.S. Army as a civilian, he served in Baghdad and in the hotspot of Mosul, as Senior Counterintelligence Agent identifying, capturing and interrogating insurgents.

Since returning from Iraq, Saccone has enjoyed an academic fellowship to Israel as a Fellow for the Foundation for the Defense of Democracy, a Fulbright-Hays summer scholarship to Egypt

studying Islam, history and politics, and, an education and research scholarship to Africa. He has traveled to 75 countries and authored ten books on North and South Korea, with his eighth book on Iraq, and his tenth book entitled "Our Godly Heritage" documents the Godly heritage of our founding and our founding fathers. He was elected to the Pa State House of Representatives in 2010 and is served four terms.

He has written numerous articles concerning international politics and culture. He is a member of the VFW, AMVETS, American Legion, and a life member of the NRA.

Dr Saccone served on the Elizabeth-Forward School District School Board as Vice President. He was named to the Elizabeth-Forward High School Hall of Fame. Dr Saccone has been involved in education most of his adult life.

Dr. Saccone has been married to Yong Saccone for 40 years and has two children, Nick & Matthew, both graduates of the Virginia Military Institute as Civil Engineers. Nick is currently a Major in the USAF, and Matt is a Captain.

## GREG BIANCO

### EDUCATION

Towson University  
**B.S., Economics** 2007  
Cum Laude

The American College  
**Chartered Financial Consultant** 2012

### RELATED EXPERIENCE

True Advisory Group  
**Chief Visionary Officer** 2019 – Present  
Transform the lives of people and their businesses through holistic, compassionate consulting in a suite of financial, business, and technical services to better serve and grow the communities in which we live.

Red Rock Financial Enterprises  
True Tax LLC  
**Owner** 2011 – 2019  
Franchisee with national tax preparation chain. Led team of nearly 100 employees in 8 offices in central Pennsylvania, servicing over 5,000 clients annually. Went from start-up to \$2 million in annual revenue. Was consistently ranked among top 2% of network of 2,000 franchisees.

Coastal Equities, Inc.  
**Supervision Principal/Financial Advisor** 2015-2019  
Delivered holistic financial analysis to clients to help eliminate fear, anxiety, and stress in navigating their financial world. As supervisor, ensured compliance from registered representatives by monitoring their adherence to regulatory and firm policy.

WTOP Radio  
**Broadcaster** 2011-2014  
Entertained listeners through creative writing styles and on-air delivery of regional sports and economic news.

WBAL Radio  
**Broadcaster, Producer** 2003-2010  
Entertained listeners through creative writing styles, audio production, and on-air delivery for several political and talk shows.

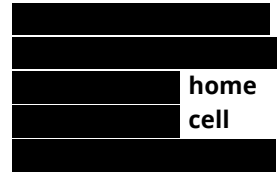
### PUBLICATIONS AND PAPERS

*The Entrepreneur's Greatfullness Project: A 5-Step Christ-Centered System To Lead Your Team to Victory*  
Author- 2020

### MEMBERSHIPS

Christian Leadership Alliance  
Woodard Institute

# Jennifer Bradmon



## EXPERIENCE

### **Ophthalmology and Retina Associates, Waynesburg, PA — Office Manager/COA, OSA, OSC**

MARCH 2016 - PRESENT

Manage office and all staff. Coordinating schedules of patients and employees. Placing orders for supplies. Credentialing with insurance and hospitals, verifying patient benefits, coordinating surgeries, discussing surgeries with patients. Preparing surgical packets for hospitals prior to surgery. Credentialed and established an optical department within the office. Establishing accounts with optical labs and frame vendors. Verifying timesheets and payroll. Training all staff members. Assisting doctor with in-office procedures including surgical and intravitreal injections. Assisting the doctor with surgery in a hospital setting, Proficient with OCT, visual fields, IOL master and refraction.

### **Pennsylvania Families For Public Cyber Schools, Statewide— *Founder and Executive Director***

JANUARY 2006 - December 2017

Founded a statewide organization to give a voice to parents regarding virtual charter schools. Organized events across the state, including an annual rally at the state Capitol with over 2,500 parents and students in attendance. Worked with brick and mortar charter schools to help defeat legislation that would reduce the funding for charter schools. Met with senators and representatives to educate and discuss the benefits of cyber school education.

## EDUCATION

### **Waynesburg University, Waynesburg, PA—Bachelor's of Arts**

Degree in English/Communications - Journalism

Minor in Political Science

Emphasis in Marketing

## VOLUNTEER WORK

**Colby Stars Foundation**

**Camp Christian**

**Bowlby Library**



# Patrick Scott

<https://www.linkedin.com/in/patrickfs>

## Education

### **Harvard University**

B.A. Economics *cum laude*, May 2016. GPA: 3.70. GMAT: 780; Verbal 48; Quant 50; IR 8; AWA 6.

Cambridge, MA

## Experience

### **Alex's Lemonade Stand Foundation:**

*Data & Information Manager (Jul '18-Pres.)*

*Senior Project Coordinator (Jan '18-Jul '18)*

Bala Cynwyd, PA

January 2018-Present

- Manage a team of five, responsible for data entry, data management, direct mail analysis, program application processing and IT
- Reduced average turnaround time on data entry of mail from over two weeks to under one week
- Designed and implemented an electronic system for tracking requested database edits and inquiries
- Recruited over 1,000 people to host peer-to-peer fundraisers using Facebook advertising
- Established and manage an advisory council composed of executives and highly regarded business professionals
- Oversaw customization and implementation of NetSuite, a constituent relationship management and accounting software, across an organization with over 50 full-time employees and \$25M in annual revenue

### **Kraft Heinz Company:**

*Finance Manager, Walmart Sales (Apr '17-Jan '18)*

*Senior Analyst (Dec '16-Apr '17), Analyst (Jun '16-Dec '16)*

Chicago, IL & Bentonville, AR

June 2016-January 2018

- Designed and implemented a standardized forecasting and forecast reporting system across multiple sales teams, totaling \$5.9Bn in annual gross revenue
- Streamlined P&L reporting for sales to Walmart, a P&L worth \$4.3Bn in annual net revenue and \$1.9Bn in contribution margin
- Created a succinct scorecard combining key financial, sales, and supply chain metrics, based on Walmart's strategic pillars—used for presentation to both Kraft Heinz and Walmart executives
- Coordinated creation of a budget for expected sales and promotional spend for over 700 product groups; prepared high level budget summaries for presentation to executives, with rigorous backup for all line items
- Performed diverse analyses on pricing, promotion, and product mix
- Conducted ROI analysis of all Kraft Heinz promotions at Walmart

### **Harvard Student Agencies, Inc.:**

*President*

Cambridge, MA

February 2015-January 2016

- Oversaw a student-run corporation with annual revenues in excess of \$5 Million and over 580 employees
- Led the company to growth in revenue of approximately 10%
- Strategized and executed company-wide initiatives, including an expansion of our businesses' online presence and a push to improve employee satisfaction
- Pursued corporate growth opportunities and new business ventures, including the start of a summer entrepreneurship camp for high schoolers, which netted \$20K in its first year, and the acquisition of a startup in the copywriting industry
- Hired, trained, and managed a team of over 30 student managers
- Managed businesses in a diverse set of industries, including retail, service, publishing, and ad sales
- Reported on the company's finances and operations to a board of directors of alumni, faculty, and students

*HSA Cleaners, Manager*

October 2013-January 2015

- Managed operations of a laundry and dry cleaning service, grossing over \$600K per year and employing over 35 students
- Planned and executed laundry plan and rental sales on move-in day, which increased 40% year-over-year to \$52K
- Implemented an electronic laundry tracking system, improving customer experience and increasing employee efficiency
- Improved customer service through better employee training and higher accountability

## Skills and Interests

Technical: Microsoft Excel (highly skilled), NetSuite, A/B testing, Google Ads, Facebook Ads, Stata

Interests: bodyweight fitness, real estate, DIY home improvement, reading, coffee tasting

## APPENDIX C

### Board Meeting Minutes By-laws

This appendix includes the following:

- Board Meeting Minutes – Page C1

BYLAWS  
OF  
VIRTUAL PREPARATORY ACADEMY OF PENNSYLVANIA CYBER CHARTER SCHOOL

Article 1

CORPORATION OFFICE

Section 1.1 The Corporation shall have and continuously maintain in the Commonwealth of Pennsylvania a registered office at an address to be designated from time to time by the Board of Trustees which may, but need not, be the same as its place of business.

Section 1.2 The Corporation may also have offices at such other places as the Board of Trustees may from time to time designate or the business of the Corporation may require, but at all times after it has received a cyber charter school charter shall maintain at least one administrative office in the Commonwealth of Pennsylvania.

Article 2

MEMBERS

Section 2.1 The Corporation shall have no members.

Article 3

MISSION AND PURPOSE

Section 3.1 The Corporation's mission is to provide K-12 students with an innovative college preparatory education by utilizing outstanding teachers, world-class technology, and a rigorous online and offline curriculum where students can learn outside the traditional classroom. The school operated by the Corporation will maintain a commitment of high expectations and accountability for all involved- administrators, teachers, students, and parents with the result being positive student outcomes.

Section 3.2 Virtual Preparatory Academy of Pennsylvania Cyber Charter School

is a nonprofit corporation established under the laws of the Commonwealth of Pennsylvania and is subject to the provisions of applicable state and federal statutes, applicable state and federal regulations including, but not limited to, the Charter School Law, as amended, and the applicable provisions of the Public School Code, and the Pennsylvania Department of Education Regulations. In any circumstance in which the provisions of these Bylaws shall conflict with any provision of the Public School Code, the applicable provision of the Public School Code shall control.

#### Article 4

#### TRUSTEES

Section 4.1 The Board of Trustees shall consist of Trustees entitled to vote and elected by the Board of Trustees. The Board shall consist of not fewer than five (5) nor more than nine (9) members as determined by the Board from time to time.

Section 4.2 Each Trustee shall be a natural person of the age 18 years or older, and shall qualify to serve as a Trustee of the Corporation under applicable law.

Section 4.3 Trustees shall be elected at any duly organized meeting of the Board of Trustees by a majority of the Trustees then in office. Trustees shall take office immediately following the annual or other meeting of this Corporation at which they are elected. At least three Trustees shall be chosen from and shall represent one of the following constituencies:

(a) At least one (1) Trustee shall be the parent of one or more student(s) who is or has enrolled a student in a Pennsylvania cyber charter school, preferably a parent who has a student enrolled in the Corporation's educational program.

(b) At least one (1) Trustee shall be a representative of a non-profit organization located in the Commonwealth of Pennsylvania, as determined in the discretion of the Board of Trustees.

(c) At least one (1) Trustee shall be currently employed as either teachers,

college instructors or individuals who have served in those capacities **or** who otherwise have expertise in education, as determined in the discretion of the Board of Trustees.

Section 4.4 Trustees shall be classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class to consist of, as nearly as possible, an equal number of Trustees. The Trustees of the first class shall hold office for an initial term of one (1) year, and the Trustees of the second class for an initial term of two (2) years, and the Trustees of the third class for an initial term of three (3) years. At the close of each annual meeting of this Corporation, the successors to the class of Trustees whose terms expire that year shall commence to hold office for a term of three (3) years, or until their successors have been elected and qualified. In the event of an increase in the number of Trustees, the remaining Trustees shall assign the newly created Trusteeship(s) to the appropriate class or classes so that the three (3) classes shall continue to consist of, as nearly as possible, an equal number of Trustees. There is no limit to the number of terms a Trustee can serve on the Board.

4.5. Bonding of Officers and Employees. The Treasurer and the Secretary of the Charter School shall furnish a bond in such amount and with such surety as may be required, from time to time, by the Board. At the direction of the Board, any other officer or employee shall furnish a bond in such amount and with such surety as may be required by the Board. The expense of furnishing any such bond shall be paid by the Charter School.

## Article 5

### FAILURE TO ORGANIZE AND REMOVAL OF TRUSTEES

Section 5.1 Any individual Trustee may be removed from office with or without assigning any cause by a three-fifths vote of the members of the Board of Trustees. If any Trustees are so removed, new Trustees may be elected at the same meeting.

Section 5.2 The Board of Trustees may declare vacant the office of a Trustee who has been judicially declared of unsound mind, or if within sixty (60) days after notice of his election, the Trustee does not accept such office either in writing or by attending a meeting of the

Board of Trustees, and fulfill such other requirements of qualification as these Bylaws may specify.

Section 5.3 A member of the Board of Trustees who is convicted of a felony or any crime involving moral turpitude shall be immediately disqualified from serving on the Board of Trustees.

Section 5.4 If a member of the Board of Trustees fails to perform his or her duties under these Bylaws or under the Pennsylvania Charter School Law, including by reason of failing to regularly attend Board meetings or otherwise, the President shall at the next regularly scheduled meeting of the Board bring before it a proposed resolution for the removal of such member.

## Article 6

### VACANCIES ON BOARD OF TRUSTEES

Section 6.1 Vacancies on the Board of Trustees, including vacancies resulting from an increase in the number of Trustees, shall be filled by a majority vote of the remaining members of the Board of Trustees, or by a sole remaining Trustee, and each person so elected shall be a Trustee to serve for the balance of the unexpired term.

Section 6.2 When one or more Trustees resign from the Board of Trustees effective at a future date, the Trustees then in office, including those who have so resigned, shall have the power by a majority vote to fill the vacancies, the vote thereon to take effect when the resignations become effective. A Trustee may rescind his or her resignation, in writing, at any time prior to a vote of the Board to declare that a vacancy exists by reason of that Trustee's resignation.

## Article 7

### POWERS OF BOARD

7.1 The business and affairs of the Corporation shall be managed by the Board of Trustees. The Board has ultimate responsibility to determine general, academic, financial,

personnel and related policies deemed necessary for the administration and development of the Charter School in accordance with its stated purposes and goals. The Board of Trustees may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted, directed or required to be exercised and done by statute, including the Pennsylvania Charter School Law, the Articles of Incorporation or these Bylaws. The Board of Trustees has the full power and authority to decide matters related to the operation of the school, including, but not limited to, budgeting, curriculum, operating procedures and determining general, academic, financial, personnel and other policies, subject to the school's cyber charter school charter and applicable law. More specifically, the Board's authority shall be, without limitation:

(a) to approve policies and procedures regarding employment, including but not limited, to appointment, promotion, contracts, leaves of absence, fringe benefits, qualifications of professional and nonprofessional staff, professional development and dismissal of employees;

(b) to adopt the curriculum or courses of study and textbooks;

(c) to authorize the acquisition, management and disposition of all property and physical facilities, having due respect for the corporate purpose, including the construction renovation and upkeep of the physical plant. As prescribed by the Charter School Law, the Board and contractors shall be restricted and subject to certain statutory requirements governing construction projects as set forth in Section 1715-A(10) of the governing construction projects as set forth in Section 1715-A(10) of the Public School Code of 1949, as amended 24 P.S. 17-1715-A;

(d) to approve institutional documents and policy statements at the Board's discretion to assure compliance with the Articles of Incorporation, Bylaws, Charter, and Board Policy;

to sue and be sued, complain and defend and participate as a party or otherwise, but only to the same extent and upon the same condition that political subdivisions and local agencies can be sued;

(f) to make contracts and leases for the procurement of services, equipment, and supplies;

(g) to incur temporary debts in anticipation of the receipt of funds;

(h) to solicit and accept any gifts or grants for Charter School purposes;

(i) to establish the annual academic calendar;

(j) to adopt and approve the annual budget and to make revisions therein;

- (k) to establish enrollment policies and procedures;
- (l) to adopt and approve policies and procedures to assess student achievement;
- (m) to approve or ratify all contracts as determined by the policy on contracting;
- (n) to be final arbiter of all disciplinary matters;
- (o) to authorize any annual audit by an independent certified public accountant;
- (p) to fix the salary or other compensation of the Administrators, Principals, teachers, and other employees of the Charter School;
- (q) to approve all personnel actions;
- (r) to designate depositories of Charter School funds;
- (s) to have and exercise all of the powers and means appropriate to effect the purpose or purposes for which the Charter School is chartered; and
- (t) to have and exercise all other powers enumerated in the Nonprofit Corporation Law or otherwise vested by law in the corporation and not consistent with the Charter School Law.

Section 7.2 The Board of Trustees may, by resolution adopted by a majority of the Trustees in office, establish one or more committees consisting of one or more Trustees as may be deemed appropriate or desirable by the Board of Trustees to serve at the pleasure of the Board. Any committee, to the extent provided in the resolution of the Board of Trustees pursuant to which it was created, shall, subject to any restrictions in applicable law, have and may exercise all of the powers and authority of the Board of Trustees, except that no committee shall have any power or authority as to the following:

- a) The filling of vacancies in the Board of Trustees;
- b) The adoption, amendment or repeal of these Bylaws;
- c) The amendment or repeal of any resolution of the Board of Trustees that by its terms is amendable or repealable only by the Board; and
- d) Action on matters committed by these Bylaws or a resolution of the Board of Trustees exclusively to another committee of the Board of Trustees.



The Board of Trustees may designate one or more Trustees as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another Trustee to act at the meeting in the place of any such absent or disqualified member.

Section 7.3. Permanent Committees. The Board will form certain committees to oversee the on-going business of the Charter School. These committees may include:

- (a) Nominating Committee. If a Nominating Committee is appointed by the Board of Trustees, the Board of Trustees shall set forth both the time frame for nominations and the manner by which the Nominating Committee shall make nominations.
- (b) Finance and Audit Committee. The Finance and Audit Committee shall prepare and present a proposed financial budget to the Board of Trustees, and prepare and implement a system of internal fiscal controls.
- (c) Personnel Committee. The Personnel Committee shall establish criteria for the performance and evaluation of the faculty and other employees of the school. This committee shall make recommendations to the Board of Trustees regarding salaries, bonuses, and benefits.

## Article 8

### MEETINGS OF THE BOARD OF TRUSTEES

Section 8.1 The annual meeting of the Board of Trustees shall be held during the month of June. Other meetings of the Board of Trustees shall be held at such times and places within or without the Commonwealth of Pennsylvania as the Board of Trustees may from time to time appoint or as may be designated in the notice of the meeting. One or more Trustees may participate in any meeting of the Board of Trustees, or of any committee thereof, by means

of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another. Participation in a meeting by such means shall constitute presence in person at the meeting. After such time as the Corporation receives a charter to operate a cyber charter school, and for so long as required by law, the Board of Trustees shall comply with act of July 8, 1986 (P.L. 388, No. 84), known as the “Sunshine Act.”

Section 8.2 Special meetings of the Board of Trustees may be called by the President of the Corporation on one (1) day's notice to each Trustee, or upon any subsequent minimum notice requirement enacted into the Sunshine Act subsequent to the adoption of these Bylaws, either by telephone, or if in writing, in accordance with the provisions of Article 21 of these Bylaws. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of a majority of the Trustees in office.

Section 8.3 At all meetings of the Board of Trustees a majority of the Trustees in office, present in person, shall constitute a quorum for the transaction of business, and the acts of a majority of the Trustees present in person at a meeting at which a quorum is present shall be the acts of the Board of Trustees No more than one proxy may be utilized to count toward a quorum at any meeting of the Board.

Section 8.4 A Trustee who is present at a meeting of the Board, or of a committee of the Board, at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless the trustee files a written dissent to the action with the Secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the Secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a Trustee who voted in favor of the action. Nothing in this section shall bar a Trustee from asserting that the minutes of the meeting incorrectly omitted his dissent if, promptly upon receipt of a copy of such minutes, the trustee notifies the Secretary in writing of the asserted omission or inaccuracy.

## Article 9

### COMPENSATION OF TRUSTEES; CONFLICT OF INTEREST

No Trustee shall, except as allowed by law, as a private person engage in any business transaction with the Corporation, be employed in any capacity by the Corporation or receive from the Corporation any pay for services rendered to the Corporation, provided that a Trustee may receive reimbursement for reasonable expenses incurred in connection with corporate matters if such reimbursement is authorized by the Board of Trustees. Voting on any matter involving a conflict of interest shall be governed by the Public Official and Employee Ethics Act, 65 P.S. 401-422. Notwithstanding the foregoing, common interested Trustees may be counted in determining the presence of a quorum at a Board meeting in which a transaction described above is authorized, approved, or ratified.

## Article 10

### LIABILITY OF TRUSTEES

Section 10.1 A Trustee of the Corporation shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Trustee, including his or her duties as a member of any committee of the Board of Trustees upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Trustee shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (a) one or more officers or employees of the Corporation whom the Trustee reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, public accountants or other persons as to matters which the Trustee reasonably believes to be within the professional or expert competence of such persons; or (c) a committee of the Board of

Trustees upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Trustee reasonably believes to merit confidence. A Trustee shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 10.2 In discharging the duties of their respective positions, the Board of Trustees, committees of the Board of Trustees and individual Trustees may, in considering the best interests of the Corporation, consider the effects of any action and all other pertinent factors. The consideration of these factors shall not constitute a violation of Section 10.1 hereof.

Section 10.3 Absent Virtual Preparatory Academy of Pennsylvania of fiduciary duty, lack of good faith or self-dealing, actions taken as a Trustee or any failure to take any action shall be presumed to be in the best interests of the Corporation.

Section 10.4 A Trustee of the Corporation shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless: (a) the Trustee has breached or failed to perform the duties of his or her office under Sections 10.1 through 10.3 hereof; and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

Section 10.5 The provisions of Section 10.4 hereof shall not apply to: (a) the responsibility or liability of a Trustee pursuant to any criminal statute; or (b) the liability of a Trustee for the payment of taxes pursuant to local, state or federal law.

Section 10.6 Notwithstanding any other provisions of these Bylaws, the approval of the Board of Trustees shall be required to amend, repeal or adopt any provision as part of these Bylaws that is inconsistent with the purpose or intent of Sections 10.1, 10.2, 10.3, 10.4, 10.5 or 10.6 of this Article 10, and, if any such action shall be taken, it shall become effective only on a prospective basis from and after the date of such Board of Trustees approval.

## Article 11

### OFFICERS

Section 11.1 The Corporation shall have a President, a Secretary and a Treasurer on the Board of Trustees, or persons who shall act as such, regardless of the name or title by which they may be designated, elected or appointed and may have such other officers and assistant officers as the Board of Trustees may authorize from time to time. Each such officer must be a Trustee. Any number of offices may be held by the same person. Officers shall be nominated and elected by the Board of Trustees and each officer shall hold office at the pleasure of the Board of Trustees and until his successor has been elected and qualified or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as may be specified in the notice of resignation. The Corporation may secure the fidelity of any or all of the officers by bond or otherwise.

Section 11.2 Any officer or agent of the Corporation may be removed by the Board of Trustees whenever in its judgment the best interests of the Corporation will be served by such removal. The removal shall be without prejudice to the contract rights, if any, of any person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Trustees.

## Article 12

### THE PRESIDENT

Section 12.1 The President shall, when present, preside at all meetings of the Board of Trustees and have such other duties as may be assigned by the Board of Trustees from time to time.

Article 13

THE SECRETARY

Section 13.1 The Secretary shall: (a) keep, or ensure the minutes of the Board of Trustee's meetings are kept, in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by applicable law; (c) be custodian of the corporate records; and (d) have such other duties as may be assigned by the Board of Trustees from time to time.

Article 14

THE TREASURER

Section 14.1 The Treasurer shall be responsible for full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall submit to the Board a summary of all funds received and disbursed each month and shall perform such other duties as may be assigned by the Board of Trustees. The Treasurer shall receive all funds including local, state and federal funds and privately donated funds. The Treasurer shall also make payments out of the same on proper orders approved by the Board of Trustees.

Article 15

DISMISSAL OF SCHOOL STAFF

Section 15.1 Any member of the school staff may be dismissed by majority vote of the Board of Trustees, subject to such policies as may be adopted from time to time by the Board of Trustees and subject to applicable law.

Article 16

INDEMNIFICATION OF OFFICERS, TRUSTEES, EMPLOYEES AND AGENTS

Section 16.1 The Corporation shall indemnify any Trustee or officer, and may indemnify any other employee or agent, who was or is a party to, or is threatened to be made a party to, or who is called as a witness in connection with, any threatened, pending, or completed

action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he is or was a Trustee, officer, employee or agent of the Corporation against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 16.2 The Corporation shall indemnify any Trustee or officer, and may indemnify any other employee or agent, who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee or agent of the Corporation delete against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court of common pleas of the county in which the registered office of the Corporation is located or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court of common pleas or such other court shall deem proper.

Section 16.3 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 16 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw,

agreement, vote of disinterested Trustees or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. It is the policy of the Corporation that indemnification of, and advancement of expenses to, Trustees and officers of the Corporation shall be made to the fullest extent permitted by law. To this end, the provisions of this Article 16 shall be deemed to have been amended for the benefit of Trustees and officers of the Corporation effective immediately upon any modification of the Nonprofit Corporation Law of 1988 ("NPCL") or any modification or adoption of any other law that expands or enlarges the power or obligation of charter schools or corporations organized under the NPCL to indemnify, or advance expenses to Trustees and officers of corporations.

Section 16.4 The Corporation shall pay expenses incurred by an officer or Trustee, and may pay expenses incurred by any other employee or agent, in defending an action, or proceeding referred to in this Article 16 in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation.

Section 16.5 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 16 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Trustee, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 16.6 The Corporation shall have the authority to enter into a separate indemnification agreement with any officer, Trustee, employee or agent of the Corporation or any subsidiary providing for such indemnification of such person as the Board of Trustees shall determine up to the fullest extent permitted by law.

Section 16.7 As soon as practicable after receipt by any person specified in Section 16.1 or Section 16.2 of this Article 16 of notice of the commencement of any action, suit or proceeding specified in Section 16.1 or Section 16.2 of this Article 16, such person shall, if a



claim with respect thereto may be made against the Corporation under this Article 16, notify the Corporation in writing of the commencement or threat thereof; however, the omission so to notify the Corporation shall not relieve the Corporation from any liability under this Article 16 unless the Corporation shall have been prejudiced thereby or from any other liability which it may have to such person other than under this Article 16. With respect to any such action as to which such person notifies the Corporation of the commencement or threat thereof, the Corporation may participate therein at its own expense and, except as otherwise provided herein, to the extent that it desires, the Corporation, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof, with counsel selected by the Corporation to the reasonable satisfaction of such person. After notice from the Corporation to such person of its election to assume the defense thereof, the Corporation shall not be liable to such person under this Article 16 for any legal or other expenses subsequently incurred by such person in connection with the defense thereof other than as otherwise provided herein. Such person shall have the right to employ his own counsel in such action, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless: (i) the employment of counsel by such person shall have been authorized by the Corporation; (ii) such person shall have reasonably concluded that there may be a conflict of interest between the Corporation and such person in the conduct of the defense of such proceeding; or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action. The Corporation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Corporation or as to which such person shall have reasonably concluded that there may be a conflict of interest. If indemnification or advancement of expenses under this Article 16 are not paid or made by the Corporation, or on its behalf, within ninety (90) days after a written claim for indemnification or a request for an advancement of expenses has been received by the Corporation, such person may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of

the claim or the advancement of expenses. The right to indemnification and advancements of expenses provided hereunder shall be enforceable by such person in any court of competent jurisdiction. The burden of proving that indemnification is not appropriate shall be on the Corporation. Expenses reasonably incurred by such person in connection with successfully establishing the right to indemnification or advancement of expenses, in whole or in part, shall also be indemnified by the Corporation.

Section 16.8 The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Trustee, Director, Officer, employee or agent of the Corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article 16.

Section 16.9 Notwithstanding any other provisions of these Bylaws, the approval of the Board of Trustees shall be required to amend, repeal or adopt any provision as part of these Bylaws which is inconsistent with the purpose or intent of this Article 16, and, if any such action shall be taken, it shall become effective only on a prospective basis from and after the date of such Board of Trustees approval.

## Article 17

### ANNUAL REPORT

Section 17.1 The Treasurer and the President shall present annually to the Board of Trustees a report showing in appropriate detail the following:

- a) The assets and liabilities of the Corporation as of the end of the fiscal year immediately preceding the date of the report;
- b) The principal changes in assets and liabilities during the year immediately preceding the date of the report;
- c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of

the report;

d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation.

Section 17.2 The annual report of the Treasurer shall be filed with the minutes of the meetings of the members of the Board of Trustees.

## Article 18

### BOOKS AND RECORDS

Section 18.1 The Corporation shall keep an original or duplicate record of the proceedings of the Board of Trustees and the original or a copy of these Bylaws, including all amendments thereto to date, certified by the Secretary of the Corporation. The Corporation shall also keep appropriate, complete and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the Corporation in this Commonwealth or at its principal place of business wherever situated.

Section 18.2 To the extent required by law, the Pennsylvania Department of Education shall have ongoing access to all records, instructional material and student and staff records and to the Corporation's school facilities.

## Article 19

### FISCAL YEAR

Section 19.1 The fiscal year of the Corporation shall be as determined by the Board of Trustees.

## Article 20

### TRANSACTION OF BUSINESS

Section 20.1 Except as otherwise provided by applicable law or directed by the Board of Trustees, each of the President, and one of either the Secretary or Treasurer shall have authority to sign, execute and acknowledge on behalf of the Corporation, all deeds, mortgages, bonds, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business, which shall be authorized by resolution of the Board of Trustees. The Secretary of the Corporation is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of Trustees of the Corporation, provided, however, that an attestation is not required to enable a document to be an act of the Corporation.

Section 20.2 No moneys shall be borrowed on behalf of the Corporation and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

Section 20.3 All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, investment firms or other depositories as the Board of Trustees may select providing that funds shall be invested consistent with sound business practice only in the following instruments: United States Treasury bills; Short-term obligations of the United States Government or its agencies or instrumentalities; Deposits in savings accounts or time deposits or share account of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided by law therefore shall be pledged by the depository; Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the

United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania of any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat.789, 15 U.S.C. \* 80a-1 et seq.). The school Treasurer shall settle his or her accounts annually with the Board of School Directors for each school year.

## Article 21

### MANNER OF GIVING WRITTEN NOTICE; WAIVERS OF NOTICE

Section 21.1 Whenever written notice is required to be given to any person under the provisions of these Bylaws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or TWX (with answerback received) or courier service, charges prepaid, or by facsimile transmission, to his address (or to his telex, TWX or facsimile number) appearing on the books of the Corporation or, in the case of written notice to Trustees, supplied by each Trustee to the Corporation for the purpose of the notice. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of telex or TWX, when dispatched.

Section 21.2 Any written notice required to be given to any person under the provisions of statute, the Corporation's Articles of Incorporation or these Bylaws may be waived in a writing signed by the person entitled to such notice whether before or after the time stated therein. Except as otherwise required by statute, and except in the case of a special meeting, neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice. Attendance of a person, whether in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the

express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

## Article 22

### AMENDMENTS

Section 22.1 Except as provided in Sections 10.6 and 17.10 hereof, and except as provided in Section 5504(b) of the NPCL, these Bylaws may be amended or repealed, and new Bylaws adopted, by a majority vote of the members of the Board of Trustees at any regular or special meeting duly convened.

## APPENDIX D

### Articles of Incorporation

This appendix includes the following:

- Articles of Incorporation – Page D1





**7. For Nonprofit Corporation Only:**

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

**8. For Nonprofit Cooperative Corporation Only:**

**Check one of the following:**

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

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

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

**Name**

**Address**

Patricia Hennessy

1500 Market Street , 39th Floor , Philadelphia ,  
Philadelphia , PA , United States , 19102

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

10/01/2019 3:30 PM  
month        day        year        hour, if any


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

**IN TESTIMONY WHEREOF, the incorporator(s)  
has/have signed these Articles of Incorporation this**  
30        day of   September        ,   2019        .

**Patricia Hennessy**

**Signature**

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

<b>Docketing Statement - New Entity DSCB: 15-134A (rev. 7/2015)</b>	 134A
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**1. Entity Name:**

**Virtual Preparatory Academy of Pennsylvania Cyber Charter School**

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In the case of a foreign association which must use an alternate name to register to do business in Pennsylvania, the alternate name should be given.

**2. Tax Responsible Party**

Name of individual responsible for initial tax reports : **Richard Flynn**

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**United States, 27403**

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<b>Number and Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
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**3. Description of Business Activity:**

To engage in any activity related to the development and operation of a cyber charter school.

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**4. FEIN [Employer Identification Number/Federal Tax Identification Number]:**

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FEIN enables agencies to confirm that Commonwealth accounts are properly matched and that this request is processed without added delay. If the business entity does not currently have an FEIN, it can get a FEIN immediately by applying online at [irs.gov](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-EINs) at the following page <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-EINs>.

## APPENDIX E

### Statement of Agreement with Accel Schools

This appendix includes the following:

- Statement of Agreement with Accel Schools – Page E1

## EDUCATION SERVICES AGREEMENT

This Education Services Agreement (the “*Agreement*”) is entered into as of the [##] day of [month], [20\_\_] (“*Effective Date*”) by and between Accel Online Pennsylvania LLC, a Delaware limited liability company (“*Service Provider*”), and Virtual Preparatory Academy of Pennsylvania Cyber Charter School (the “*School*”), a Pennsylvania [Entity Type] and public charter school by and through its Board of Trustees (the “*Board*”).

### RECITALS

Whereas, the School is organized as a Pennsylvania nonprofit [Entity Type] under the laws of Pennsylvania (the “State”) and the School has entered into a Charter with [Authorizer Name] (the “*Authorizer*”) pursuant to which the School is authorized to operate a public charter school under State laws;

Whereas, the Service Provider was established, among other reasons, to provide services to support public schools, and is expected to provide invaluable assistance and expertise, including educational products, administrative, marketing, technology, regulatory, financial, facilities, and other advice, in connection with the operation of the School; and

Whereas, the School and the Service Provider (individually, a “*Party*” and collectively, the “*Parties*”) desire to create an enduring relationship whereby they will pursue and provide educational excellence for the School based on an agreed upon school design, comprehensive educational program and management principles.

**NOW THEREFORE**, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

### ARTICLE I. EDUCATIONAL, ADMINISTRATIVE AND TECHNOLOGY SERVICES

#### 1.1 Educational Products and Services.

- (a) During the Term (as defined in ARTICLE II below), Service Provider will provide to the School the following educational products and services (the “*Educational Services*”):
  - (i) Curriculum and Assessment. Implementation of the educational goals and programs set forth in the Charter (the “*Educational Program*”) by providing curriculum (core curriculum, elective courses, CTE courses, and advanced placement), assessment tools, a learning management system, a student information system and a content management system in all subjects and grades Service Provider generally offers to its managed programs customers; curriculum for all other subjects required by applicable law; administering all State mandated testing; and providing additional curriculum or educational programs recommended by Service Provider in its reasonable discretion to achieve the goals of the Educational Program. In the event Service Provider determines it is advisable to modify the Educational Program, Service Provider shall inform the School of the proposed changes and obtain School approval, and if required under the Charter, approval of the Authorizer.

- (ii) Instructional Support. Support the Board’s oversight and coordination of the services to be provided by instructional personnel, including the School's leadership team and its teachers and support staff (collectively, “Personnel”), all in accordance with ARTICLE VI below.
  - (iii) Instructional Tools. Selection of instructional tools, equipment and supplies including textbooks, computers, computer peripherals, curriculum, printers, software and multi-media teaching tools as Service Provider determines to be necessary in its reasonable discretion, with advice and input from the Board.
  - (iv) Supplemental Instructional Support, Extra-Curricular and Co-Curricular Activities and Programs. Advise the Board about appropriate supplemental instructional support programs, extracurricular and co-curricular activities and programs, including, but not limited to, clubs, activities and special events (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Special Education Services and Program Support. Service Provider will assist with, advise about and provide Protocol (as defined in Section 1.5 below) development, program oversight and compliance, IEP management and software support, assistive technology procurement, third-party service provider coordination, accessibility support, 504 Plan guidance, at-risk population support services, homeless and migrant support, school counseling support, gifted program support and ELL support (provided by ESOL / TESOL certified leaders and teachers).
- (c) Additional Educational Services. Any other services required by the Authorizer and/or the State Department of Education (the “*PDE*”) and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Service Provider and the School. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the Board and as provided for in the Charter, as the same may be amended.
- (d) Service Provider will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to and defined in Section 1.2(a)(vi) below, and Service Provider will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

- (a) During the Term, under the oversight of the Board, Service Provider will provide to the School the following administrative services (the “*Administrative Services*”):
- (i) Personnel Management. Advise Board and Lead Administrator about management of and professional development for all Personnel providing Educational Services, Administrative Services and Technology Services in accordance with ARTICLE VI below.
  - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the Board.
  - (iii) Payroll and Benefits. Processing of the School's payroll and benefits. Service Provider will be responsible for all data input.

- (iv) Invoice Payment Processing. Upon agreement of the Parties, Service Provider will serve as the School's agent for processing payments of invoices for the products and services it provides hereunder. However, the School shall remain responsible for the costs associated with the invoices and will reimburse Service Provider.
- (v) Public Relations. Coordination and assistance with any and all advertising, website development and maintenance, branding, and media and public relations efforts including parent and community outreach programs and local community relationship building. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
- (vi) Budgeting and Financial Reporting.
  - (A) A proposed annual budget will be prepared by Service Provider in a mutually agreeable format by June 1<sup>st</sup> of the immediately preceding fiscal year and will be subject to the approval of the Board which shall not to be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the "**Budget**". The Service Provider shall be responsible for preparing financial statements as required by and in compliance with the Charter and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Board to perform annual audits of the School's financial statements. The cost of the audit will be the responsibility of the School and will be provided for in the Budget. To the extent School contracts with providers other than Service Provider for products and services not included in this contract, the School shall ensure the products and services are provided in accordance with the Budget, the Charter and applicable law.
  - (B) The Service Provider will provide the Board with monthly financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. The Service Provider will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down;; and support for all State reporting requirements. The Service Provider will prepare a five-year financial plan.
  - (C) On behalf of the School, the Service Provider is responsible for preparing(i) such other reports on the finances and operation of the School as requested or required by the PDE, the Board or the Authorizer to ensure compliance with the terms of the Charter; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
  - (D) The Service Provider will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the Board to monitor Service Provider's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
  - (E) On behalf of the School, the Service Provider will maintain accurate financial records pertaining to its operation of the School, together with all School financial records, and retain all such records for a period of five (5) years (or

longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the Service Provider pertaining to the School will be available to the Board, the Authorizer, the Auditor of State, the PDE, the United States Department of Education and all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.

- (vii) School's Right to Audit. The Board reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School.
- (viii) Maintenance of Student and Other Records.
  - (A) Service Provider will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Service Provider, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Service Provider and the School will maintain the proper confidentiality of such records as required by law and the Charter.
  - (B) Service Provider will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Service Provider, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Service Provider and the School will maintain the proper confidentiality of such records as required by law and the Charter.
  - (C) The financial, educational and student records pertaining to the School are the property of the School, and such records are subject to the applicable provisions of State and federal law. Service Provider shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the School.
  - (D) Service Provider shall provide such other information, including a written report, as reasonably requested by the School.
- (ix) Student Recruitment, Admission and Enrollment. Service Provider will facilitate recruitment and admission of students subject to on the School's general recruitment and admission policies to the extent as budgeted for in the Budget or as otherwise approved by the Board. Students shall be selected in compliance

with the procedures set forth in the Charter and State and federal laws. Recruiting via lead generation, lead qualification and lead conversion may take the form of information sessions, open houses, expos or other events. Service Provider will implement the School's admission policy, including management of the application and enrollment process as well as orientation.

- (x) Student Hearings. In consultation with the Lead Administrator, Service Provider will provide administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, and applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under applicable laws and regulations.
- (xi) Academic Progress Reports. Provide to the Board on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Service Provider's performance against mutually acceptable criteria of the Educational Services and Administrative Services, and (C) such other reports reasonably requested by the Board.
- (xii) Personalized Learning Plan Development. Provide support for applicable Personnel to prepare and deliver instruction tailored to enable each student to meet or exceed State mandated standards.
- (xiii) Student Technology Support Stipend Administration. If the Board so designates, Service Provider will serve as the School's agent in administering the School's student technology support stipend program established by the Board. Service Provider will facilitate stipend payments to eligible households by making payments to the parent, guardian or student, as applicable, according to the schedule provided in the student handbook which shall include the same rate used in the Budget. Service Provider will not advance School funds to support the stipend program.
- (xiv) Student Welfare Protocols and Training. Service Provider will present Protocols to the Board for consideration, and provide training for applicable Personnel, on the following topics regarding student welfare:
  - (A) Reporting child abuse or neglect as required by State law;
  - (B) Prohibiting the possession and use of drugs, alcohol, weapons, tobacco and tobacco substitutes on School grounds and at School sponsored events;
  - (C) Prohibiting bullying, harassment of any nature, and other social behaviors prohibited under applicable laws; and
  - (D) Complying with State immunization laws.
- (xv) Educational Program Resource Center. Service Provider's staff knowledgeable about the delivery of the Educational Program will provide applicable Personnel with additional support services during the school year.
- (xvi) Consultation Regarding Services. To enable the Board to execute its oversight responsibilities, Service Provider will make key personnel reasonably available to Board members, Lead Administrator and Authorizer for consultation and advice about Educational Services and Administrative Services.



- (xvii) Office and Satellite Facility Management. Service Provider will obtain, manage and maintain the School's Office and Satellite Facilities, and provide systems administration, networking and internet connectivity, furniture, fixtures, equipment and office supplies for them so they are functional for their intended purposes. Furniture and equipment will be provided at an annual rental fee of one-fifth (1/5) of Service Provider's purchase price and may be purchased from Service Provider at any time at a cost equal to its depreciated cost basis (assuming a five year life).
- (xviii) Additional Administrative Services. Service Provider will provide any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Service Provider and the Board.
  - (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Charter, local, State and federal laws and applicable regulations and policies.
  - (B) Subject to this Agreement, the Charter, and applicable laws and regulations, Service Provider may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Service Provider supplies the School with written notice of such modifications.
  - (C) Service Provider will be responsible and accountable to the Board for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Service Provider will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

1.3 Technology Services.

- (a) During the Term, Service Provider or its Affiliates ("**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a specified Party whether through ownership of voting securities, by contract interest or otherwise.) will provide or cause to be provided to the School the following technology services (the "**Technology Services**") using the proceeds set forth in Section 4.2 of this Agreement:
  - (i) Monitor production services, i.e., the learning management and content management systems;
  - (ii) Monitor and analyze data to fix production issues as they arise;
  - (iii) Generate reports on student academic performance, attendance and progress;
  - (iv) For School Personnel, provide computers, monitors, printers, software and other peripherals (collectively, "**Computer Equipment**") as necessary for the delivery of the Educational Program;
  - (v) For the students, provide Computer Equipment as necessary to participate in the Educational Program.
  - (vi) Develop, design, publish and maintain the School's website;
  - (vii) Determine hardware configurations (including software and operating systems) for the School's technology needs;
  - (viii) Provide support for School administration in troubleshooting system errors;

- (ix) Provide technical support for parents, students and Personnel; and
  - (x) Other technology support services requested and mutually agreed upon by the Board and Service Provider.
- (b) Service Provider shall be responsible for selection, procurement, deployment, reclamation, refurbishment, storage and tracking of the Computer Equipment, as well as other related comprehensive logistical support services such as set up, imaging, and technical support, it provides to Personnel and students. Service Provider or its Affiliates shall be the exclusive owner of the Computer Equipment. The School shall return the Computer Equipment provided to Personnel upon the sooner of termination of Personnel employment or this Agreement.
- 1.4 Board Responsibility, Delegation of Authority and Rescission Process. The Board is responsible for the day-to-day operations of the School. By this Agreement, the Board provides Service Provider such authority and power as is necessary and proper for Service Provider to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations. The Board may void or modify any decision made by the Lead Administrator in conjunction with the Service Provider by adopting a resolution stating the nature and extent of the voidance or modification, and the action shall take effect as specified in the resolution. The Board may rescind Service Provider's authority, in whole or part, by adopting a resolution stating the nature and extent of the rescission. Rescission shall take effect no earlier than the end of the school year in which the Board gives Service Provider notice of the rescission. Before adopting a resolution voiding or modifying a decision or rescinding any or all of Service Provider's authority, the Board shall notify Service Provider in writing with explanation of reason(s) and the Parties shall meet to discuss the circumstances. If Service Provider is concerned that a Board action or inaction is illegal, could jeopardize the existence of the School, or jeopardize the health, safety or welfare of any student, Personnel or other person, Service Provider may refer the issue to the Board's counsel for review and consideration, and take any other action available based on this Agreement and/or law.
- 1.5 Protocols. Recommend to the Board for consideration and approval rules, regulations, policies and procedures developed by Service Provider ("**Protocols**") applicable to the School and its students including, but not limited to, employee and student handbooks, and those that enable the School to obtain accreditation by AdvancED or Middle States Association of Colleges and Schools and/or NCAA Eligibility Center. In conjunction with the Lead Administrator, Service Provider will assist with implementation of such Protocols adopted by the Board that are not in direct conflict with this Agreement, the Charter and applicable laws and regulations. To the extent the School does not adopt and implement Service Provider's Protocols, the School understands and accepts responsibility for any impact such decision may have on the School's ability to obtain accreditation from AdvancED or Middle States Association of Colleges and Schools and/or NCAA Eligibility Center.
- 1.6 Board Training. Service Provider will provide governance training for Board members.

**ARTICLE II.  
TERM**

- 2.1 Term. The term of this Agreement will commence on [REDACTED] (the “*Start Date*”) and shall continue thereafter through the term of the Charter (the “*Initial Term*”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute. In the event the Authorizer and/or the Charter changes, this Agreement shall automatically survive and be performed in accordance with the new Charter, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.
- 2.2 Renewal. This Agreement will automatically extend for successive additional periods consistent with the length of the new or renewal term from the Authorizer (each such period a “*Renewal Term*”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “*Term*”.

**ARTICLE III.  
RELATIONSHIP OF THE PARTIES**

- 3.1 Status of the Parties. Service Provider is not a division or any part of the School. The School is a separate and distinct corporation authorized under State law and is not a division or a part of Service Provider. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Service Provider or to make one the agent (except and to the extent the Parties agree Service Provider will be School’s agent for paying School’s invoices and administering the School’s student technology support stipend program) or fiduciary of the other. Neither the School nor Service Provider will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Service Provider has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of one Party will be considered an employee of the other Party by either Party for any purpose whatsoever.
- 3.2 Service Provider Attendance at Board Meetings. Service Provider shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Service Provider has the opportunity to attend the same. The Board shall provide Service Provider with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.

- 3.3 No Related Parties or Common Control. Service Provider will not have any role or relationship with the Board that, in effect, substantially limits the Board's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Service Provider shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Service Provider or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Service Provider will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the Board and Service Provider will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "*Internal Revenue Code*"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.4 Other Schools. The Parties acknowledge that this arrangement is not exclusive and that Service Provider will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.5 Exclusive Provider. During the Term, Service Provider and its Affiliates shall be the sole provider of the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Service Provider.

#### **ARTICLE IV. CONSIDERATION**

- 4.1 Reimbursement of Expenses. In addition to the Service Fees referenced in Section 4.2 below, the School will reimburse Service Provider for all costs incurred and paid by Service Provider in providing the Educational Services, Administrative Services and Technology Services. Such costs may include, but are not limited to, rent and/or lease payments (including costs pursuant to any equipment lease or School Office and Satellite Facility lease that the Parties may enter into); maintenance, repair and utility costs associated with the School Office and Satellite Facilities; salaries of School Personnel; Authorizer fee; and costs of or related to curriculum, instructional materials, textbooks, software, technology hardware, supplies, social media development and management, website development and management, marketing, background checks, insurance, special education, psychological services and medical services.
- 4.2 Compensation for Services.
- (a) Service Fees. In exchange for Services provided during the Term, the School will pay to Service Provider fees according to the Fee Schedule attached hereto as Appendix A.
  - (b) Adjustment of Services Provided and Fees Payable. If the Parties agree to increase or decrease the services provided by Service Provider under this Agreement, the Parties shall negotiate a corresponding adjustment to Service Fees. The modification of services and Service Fees shall be effective upon approval by the Board.
  - (c) Reasonable Compensation. The Service Fees are reasonable compensation for services rendered. Service Provider's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.

- (d) Annual Reconciliation. The Service Fees shall be subject to annual reconciliation based upon actual enrollment (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Service Provider with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall pay the equitable amount to Service Provider within five (5) business days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Service Provider to initiate an appeal of the State's determination in accordance with applicable laws and regulations. Service Provider shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Service Provider and selected legal counsel's efforts to appeal. Should the final determination result in the School owing money to the State, Service Provider agrees to the equitable amount overpaid to Service Provider.
- 4.3 Start-up Loan. To facilitate the successful launch of the School, Service Provider agrees to provide School a line of credit. If School desires a line of credit, it shall repay the principal amount of the loan with interest at prime rate as reported by the Wall Street Journal's bank survey at the time draws are made plus one percent (1.00%).
- 4.4 Time and Priority of Payments.
- (a) Service Fees will be due and payable by the School upon receipt of invoice.
  - (b) Service Provider will notify the School of any payments due and owing to Service Provider pursuant to Section 4.1 above as soon as possible after the end of each month and the School will make such payments to Service Provider upon receipt of invoice.
  - (c) New School shall pay amounts due under the Line of Credit Agreement and Promissory Note as required by the Line of Credit Agreement and Promissory Note.
  - (d) The School will satisfy its payment obligations under this ARTICLE IV to Service Provider in the following order of priority: (i) payments due and owing under the Line of Credit Agreement and Promissory Note referenced in Section 4.3 above; (ii) payments due and owing for Personnel payroll and benefits pursuant to Section 4.1 above; (iii) payments due and owing under Section 4.1 above for rent pursuant to any School Office and Satellite Facility leases; (iv) payments due and owing under Section 4.1 above for Authorizer fee; (v) all other payments due and owing under Section 4.1 above, with the oldest amounts due first; and (vi) payments due and owing pursuant to Section 4.2 above for Service Fees with the oldest amounts due first.
- 4.5 Interest Rate and Carryovers.
- (a) Unless otherwise agreed by the Parties, unpaid Service Fees and loans (other than the Start-up Loan) to the School, if any, to pay expenses will accrue interest at the prime rate reported by the Wall Street Journal's bank survey, plus one percent (1%) for the time overdue.
  - (b) Limits to fees and/or expense owed to Service Provider that may be carried over from year to year shall be determined by Service Provider in its sole discretion.
  - (c) Loans shall be documented by separate agreements in writing.

**ARTICLE V.  
SUPPLEMENTAL PROGRAMS**

In addition to the Educational Services, Administrative Services and Technology Services provided by Service Provider to the School, Service Provider may, subject to School approval (which approval shall not be unreasonably withheld), provide additional services, which may benefit the School by increasing its exposure in the community to students and non-students of the School (the "*Supplemental Programs*"), provided that nothing herein shall require Service Provider to provide any such Supplemental Programs. Service Provider may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Service Provider will be responsible for the full cost of providing such Supplemental Programs.

**ARTICLE VI.  
PERSONNEL AND TRAINING**

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Charter and applicable laws and regulations, the Board will be the employer of School Personnel and have final authority to determine staffing levels, compensation and Protocols, and select, evaluate, assign, discipline, supervise, manage, transfer and terminate School Personnel necessary to carry out the Educational Program. Though the Board will determine compensation arrangements for School Personnel, it shall consult with Service Provider prior to making an offer to be informed about the impact of compensation on the Budget.
- (b) Service Provider will assist the Board in recruiting potential School Personnel, select final job candidates and present them to the Board which will determine which will be hired.
- (c) Service Provider will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on potential School Personnel to the extent required under applicable laws and regulations. Upon request, Service Provider will provide the School with documentary evidence of such background checks. School will share on a confidential basis with the Service Provider its performance reviews and assessment of School Personnel.
- (d) Lead Administrator. The Lead Administrator is the Board representative and, in consultation with Service Provider, shall be responsible for the day-to-day management of the School, implementation of the Educational Program, supervising Personnel, and being the primary liaison between the Board and Service Provider and the Board and Personnel. Service Provider will support the Lead Administrator with performing annual evaluations of Personnel in accordance with a system and criteria approved by the Board, federal and State law, and the Charter. The Lead Administrator shall consult with Service Provider about oversight of and employment actions regarding Personnel. Lead Administrator responsibilities include, but are not limited to, consulting with Service Provider to investigate and act on any issues raised by the Board or others regarding School Personnel, and promptly report to the Board and Service Provider any actions taken in response.

- 6.2 Annual Evaluation of Lead Administrator. The Board shall evaluate the Lead Administrator annually using criteria adopted by the Board after consulting with Service Provider. While the Board is responsible for evaluating the Lead Administrator, the evaluation shall include consultation with the Service Provider. Service Provider shall inform the Board in writing of any concerns, requests or recommendations it has about the Lead Administrator, and such written notice shall remain confidential between the Parties unless disclosure is required by law.
- 6.3 Termination of Lead Administrator. If the Board decides to terminate the Lead Administrator, it shall, to the extent possible, give Service Provider thirty (30) days written notice of intent to terminate, including reasons for the decision. If Service Provider objects to the Board terminating and replacing the Lead Administrator, it shall, within ten (10) days of receiving notice from the Board, provide the Board with notice of objection and reason(s) therefore. Thereafter, within forty-five (45) days, the Board shall inform Service Provider about how it will address Service Provider's concerns.
- 6.4 Teachers and Support Staff. Teachers shall be licensed and credentialed in accordance with State law. Teachers and support staff, which may include, among others, teachers' aides, clerical staff, administrative assistants to the Lead Administrator and bookkeepers, shall work under the direction of the Lead Administrator or his or her designee and comply with Service Provider's Protocols in executing the Educational Program.
- 6.5 Training. Under the oversight of the Board, Service Provider will provide training in its instructional methods, curriculum, Protocols, educational program and support technology to the School's instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Service Provider and Lead Administrator determines to be reasonable and necessary under the circumstances.
- 6.6 Non-Solicitation/Non-Hiring.
- (a) During the Term and one (1) year thereafter, each Party may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
  - (b) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period in this Section will be extended by the amount of time that a Party engages in any activity in violation of this

Agreement and while the aggrieved Party seeks enforcement of this Agreement. The School acknowledges and agrees that no advances or past uncollected fees shall be issued by Service Provider to cover any penalty, damages or other relief owed by the School upon a violation of this provision.

- (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using a Party's and Affiliate's employee, former employee, consultant or former consultant provided for in this Section 6.6.

## **ARTICLE VII. TERMINATION OF AGREEMENT**

### 7.1 Termination By Service Provider.

- (a) Service Provider may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to the Service Provider within five (5) days of written notice from Service Provider to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.
- (b) Service Provider may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Charter, and the default remains uncured for thirty (30) days after the School receives written notice from the Service Provider or Authorizer, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination.
- (c) Service Provider may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Service Provider.
- (d) Service Provider may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Service Provider to increase materially the financial risk to Service Provider arising from its performance of its obligations hereunder, thus rendering Service Provider's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Service Provider agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
- (e) Service Provider may terminate this Agreement effective immediately upon written notice to the School if the School undergoes adverse change that makes the School financially unviable.
- (f) Service Provider may terminate this Agreement effective at the end of the then-current school year if there are unresolvable differences between the Parties regarding what Service



Provider, in its sole discretion, considers to be conduct by the School that reflects materially and unfavorably on Service Provider. The Parties shall work in good faith to resolve their differences to Service Provider's satisfaction during the thirty (30) days after which Service Provider provides School with notice of intent to terminate.

- 7.2 Termination by the School. The School may terminate this Agreement if Service Provider fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations to pay Service Fees and costs, whether accrued, pending or outstanding, to Service Provider as of the effective date of the termination of this Agreement.
- 7.3 Termination of the Charter. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding charter, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent charter, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations to pay Service Fees, and costs, whether accrued, pending or outstanding, to Service Provider as of the effective date of termination.
- 7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given. Service Provider may terminate this Agreement effective immediately upon written notice to School in the event Service Provider undergoes or is required to undergo a change that makes Service Provider, as determined in its sole judgment, financially unviable.
- 7.5 Real and Personal Property. Upon termination or expiration of this Agreement for any reason, all real and personal property leased by Service Provider to the School will remain the real and personal property and leases of Service Provider, and all other personal property purchased by Service Provider with the funds provided to Service Provider by the School pursuant to Section 4.1 above will be the personal property of the School provided that the School has fulfilled all payment obligations under Section 4.1 and repayment obligations in any Line of Credit Agreement and Promissory Note and any other loan between the Parties. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.
- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any

termination or expiration of this Agreement for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the School shall certify to Service Provider in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Service Provider's direction, the School will promptly permit representatives of Service Provider or its Affiliate to pick up all such materials at a mutually agreeable location. Service Provider shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, in the event that the School closes for any reason, the Service Provider shall, if required by applicable law or regulation, instead transmit the educational records of each student to said student's school district of residence.

### **ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE**

- 8.1 Service Provider Proprietary Information and Ownership. The School acknowledges that Service Provider owns the intellectual property rights and interests in the Protocols, curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term (“*Service Provider Protected Materials*”) and to the name “ACCEL™” (such name being a trademark of Service Provider) and associated logos. Service Provider retains all right, title and interest in and to the Service Provider Protected Materials and any related proprietary rights not expressly granted to the School hereunder. The School acknowledges and agrees that it has no intellectual or property interest or claims in the Service Provider Protected Materials or name, and has no right to use the Service Provider Protected Materials or name unless expressly agreed to in writing by Service Provider. In accordance with all laws and regulations, Service Provider shall have the right to install signs on or at the Office and Satellite Facilities, including under the name of the School, describing the services provided by Service Provider or its assignees, including "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. The Service Provider developed and owns proprietary rights to the Service Provider Protected Materials. The Service Provider hereby grants the School a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Service Provider Protected Materials in connection with the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Service Provider Protected Materials on its signage, stationary, website, marketing materials and any other material or location it appears. The School may not use the Service Provider Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Service Provider.
- 8.3 School Ownership. The School owns the School name, “Virtual Preparatory Academy of

Pennsylvania Cyber Charter School”, and any associated design marks and logos the School develops (“*School Trademarks*”). The School also owns any policies, procedures and other intellectual property it creates and develops in connection with delivering the Educational Program provided such intellectual property does not constitute derivative works of Service Provider Protected Materials (“*School Protected Materials*”). Service Provider and its Affiliates shall only use the School Trademarks and School Protected Materials to fulfill their obligations under this Agreement during the Term or as otherwise permitted by this Agreement and the School. Upon termination or expiration of this Agreement, Service Provider and its Affiliates shall immediately cease using the School Trademarks and School Protected Materials.

## **ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES**

- 9.1 Indemnification of Service Provider. To the extent permitted by State law, the School will indemnify, defend and save and hold Service Provider and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, “*Representatives*”) harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a “*Claim*”) (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Service Provider, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. Further, the Parties acknowledge and agree that Service Provider and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of the School. Service Provider will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Service Provider, its agents, employees or assigns or noncompliance by Service Provider with any agreements, covenants, or undertakings of Service Provider contained in or made pursuant to this Agreement, and any misrepresentation of the Service Provider contained in or made pursuant to this Agreement. In addition, Service Provider will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the “*Indemnatee*”) shall give notice to the indemnifying Party (the “*Indemnitor*”) of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnatee becomes aware of the same. The Indemnitor, with Indemnatee’s consent,

which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third-party Claims arising from its operations and will not waive any immunities or limitations without the prior written consent of Service Provider. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE. NEITHER PARTY, ITS AFFILIATES AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE FOR THE DEBTS, ACTS OR OMISSIONS OF THE OTHER PARTY, ITS AFFILIATES AND ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.
- (c) ECONOMIC DAMAGES. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND SERVICE PROVIDER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST SERVICE PROVIDER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER SERVICE PROVIDER IN BREACH OF THIS AGREEMENT.

9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

## **ARTICLE X. INSURANCE**

### 10.1 Insurance Coverage.

- (a) Service Provider shall act on behalf of the School to obtain and maintain for the School the types of and limits on insurance policies as required by the Charter and applicable law, and liability, casualty and property insurance for the School Office and Satellite Facilities and all furniture, fixtures and equipment therein. If the Board prefers to obtain and maintain the above-referenced insurance coverage independently, Service Provider will provide a discount to the School equal to the cost of obtaining the same coverage.
- (b) The Board shall obtain and maintain the following types of insurance to the extent required by the Charter and applicable law: directors' and officers' liability, workers' compensation, educators' legal liability, employment practices liability and general liability.
- (c) To the extent permitted by applicable law, the insurance coverage shall be not only for the School, its directors, officers and employees, but shall also name Service Provider, its Affiliates and their respective Representatives as additional insureds under such policies. Upon Service Provider's request, the Board shall deliver to the Service Provider a copy of such policies.

10.2 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

## **ARTICLE XI. REPRESENTATIONS AND WARRANTIES**

### 11.1 Representations and Warranties of Service Provider. Service Provider hereby represents and warrants to the School:

- (a) Service Provider is a duly formed limited liability company in good standing and is authorized to conduct business in the State.

- (b) To the best of its knowledge, Service Provider has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) Service Provider's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
- (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, SERVICE PROVIDER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

11.2 Representations and Warranties of the School. The School hereby represents and warrants to Service Provider:

- (a) The Charter (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the School with all authority and powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
- (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Technology Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.
- (d) The School is not in breach of the terms of the Charter.
- (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Service Provider or in the name "ACCEL™" and will make no such claims in the future.
- (f) After the Effective Date the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Service Provider, which consent shall not be unreasonably withheld, conditioned or delayed.

- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XII.  
CONFIDENTIALITY AND NON-DISCLOSURE**

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of the other Party or any of its Affiliates (the "**Disclosing Party**") or received through association with the Disclosing Party (collectively, "**Confidential Information**"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "**Receiving Party**") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party

waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

### **ARTICLE XIII MISCELLANEOUS**

- 13.1 Integration, Sole Agreement, and Third-Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Pennsylvania, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School Office is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its



counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.

- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

**To:**

Virtual Preparatory Academy of Pennsylvania Cyber Charter School  
Attn: Board President  
[address]  
Facsimile:

**With a copy to:**

Patricia A. Hennessy, Esq.  
Conrad O'Brien  
1500 Market Street, Suite 3900  
Philadelphia, PA 19102

**To:**

Accel Online Pennsylvania LLC  
Attn: Chief Operating Officer  
1650 Tysons Boulevard, Suite 600  
McLean, VA 22102

**With a copy to:**

Pansophic Learning US LLC  
Attn: General Counsel  
1650 Tysons Boulevard, Suite 600  
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Service Provider may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Service Provider hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by both the Board President or other authorized officer of the School and an authorized officer of Service Provider. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the “Consideration” Section of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and

“Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect the Service Provider and its business interests. The School understands and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.

- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board’s president and Service Provider’s Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
  - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the “Limitations of Liability” Section and each Party expressly waives and foregoes any right to the damages or losses.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
- (e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.

13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or

termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date and year first above written.

**Accel Online Pennsylvania LLC**

**Virtual Preparatory Academy of Pennsylvania  
Cyber Charter School**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **APPENDIX B**

### INCENTIVE GOALS

The Board may issue to Service Provider an annual bonus to acknowledge academic gains and achievement by the students enrolled in the School.

## APPENDIX F

### Preliminary Startup and Operating Budget

This appendix includes the following:

- Preliminary Startup and Operating Budget – Page F1

Virtual Prep Academy of Pennsylvania Cyber Charter School PDE Budget for 2021

Account Codes		REVENUES	Start Up	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
6000		<u>Local</u>						
	6944	Receipts from other LEAs in PA (Regular)	0	4,267,000	8,466,000	12,724,500	17,000,000	21,250,000
	6941	Receipts from other LEAs in PA (Special)	0	1,355,400	2,689,200	4,041,900	5,400,000	6,750,000
6000		<b>Total Local</b>	<b>0</b>	<b>5,622,400</b>	<b>11,155,200</b>	<b>16,766,400</b>	<b>22,400,000</b>	<b>28,000,000</b>
7000		<u>State</u>						
	7000	State Sources						
7000		<b>Total State Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
8000		<u>Federal</u>						
	8511	IDEA	0	45,135	89,550	134,595	179,820	224,775
	8514	Title 1	0	112,448	223,104	335,328	448,000	560,000
	8515	Title 2	0	14,056	27,888	41,916	56,000	70,000
8000		<b>Total Federal</b>	<b>0</b>	<b>171,639</b>	<b>340,542</b>	<b>511,839</b>	<b>683,820</b>	<b>854,775</b>
9000		<u>Other Financing Sources</u>						
	9910	Advance from Accel	274,700	423,886	0	0	0	0
9000		<b>Total Other Financing Sources</b>	<b>274,700</b>	<b>423,886</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REVENUES</b>			<b>274,700</b>	<b>6,217,925</b>	<b>11,495,742</b>	<b>17,278,239</b>	<b>23,083,820</b>	<b>28,854,775</b>
<b>EXPENDITURES</b>								
1000		<u>Instruction</u>						
1100		<u>Regular Instruction Programs</u>						
	100	Personnel Services-Salaries						
		Regular Instruction Programs: Teachers	0	747,601	1,559,385	2,450,214	3,431,519	4,517,648
		Parent and Student Activities Coordinator	0	50,000	52,564	55,259	58,092	61,070
	200	Personnel Services- Employee Benefits						
		Regular Instruction Programs: Benefits	0	159,520	322,390	501,095	697,922	915,744

Virtual Prep Academy of Pennsylvania Cyber Charter School			Start Up	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
		Regular Instruction Programs: Pension	0	79,760	161,195	250,547	348,961	457,872
		Regular Instruction Programs: Payroll Taxes	0	79,760	161,195	250,547	348,961	457,872
	300	Purchased Professional & Technical Services						
		Curriculum and Instructional Support Services*	0	903,600	1,622,700	2,357,100	3,151,800	3,892,500
		Student Technology Assistance Services*	0	740,450	1,251,750	1,776,825	2,377,300	2,911,250
		Parent and Student Activities Program Expenses	0	20,080	40,849	62,950	86,231	110,517
	500	Other Purchased Services						
		Student Testing and Assessment	0	37,650	76,591	118,031	161,683	207,220
		Extracurricular Activities	0	20,080	40,849	62,950	86,231	110,517
	600	Supplies						
		Learning Management System	0	0	0	0	0	0
		Student Printers	0	16,064	32,679	50,360	68,985	88,414
		Student Technology Support Reimbursement	0	225,900	459,546	708,189	970,096	1,243,317
<b>1100</b>		<b>Total Regular Instruction Programs</b>	<b>0</b>	<b>3,080,465</b>	<b>5,781,692</b>	<b>8,644,067</b>	<b>11,787,779</b>	<b>14,973,940</b>
1200		<b>Special Education Instruction Programs</b>						
	100	Personnel Services-Salaries						
		Director of Special Education	0	88,000	92,512	97,255	102,241	107,483
		Manager(s) of Special Education	0	0	0	0	75,519	79,391
		Special Education Teachers	0	180,000	252,305	397,862	487,970	659,557
		ELL Lead Teacher	0	60,000	63,076	66,310	69,710	73,284
	200	Personnel Services - Employee Benefits						
		Special Education Instruction Programs: Benefits	0	65,600	81,579	112,285	147,088	183,943
		Special Education Instruction Programs: Pension	0	32,800	40,789	56,143	73,544	91,972
		Special Education Instruction Programs: Payroll Taxes	0	32,800	40,789	56,143	73,544	91,972
	300	Purchased Professional & Technical Services						
		Special Ed Program Support Services*	0	158,130	194,670	235,305	316,260	362,250
		Special Education Direct Services	0	300,899	597,002	897,302	1,198,800	1,498,500
<b>1200</b>		<b>Total Special Education Instruction Programs</b>	<b>0</b>	<b>918,229</b>	<b>1,362,723</b>	<b>1,918,604</b>	<b>2,544,678</b>	<b>3,148,353</b>
<b>1000</b>		<b>Total Instruction</b>	<b>0</b>	<b>3,998,694</b>	<b>7,144,415</b>	<b>10,562,672</b>	<b>14,332,456</b>	<b>18,122,293</b>



Virtual Prep Academy of Pennsylvania Cyber Charter School				FY	FY	FY	FY	FY
			Start Up	2022	2023	2024	2025	2026
<b>2000</b>		<b>Support Services</b>						
<b>2100</b>		<b>Support Services - Students</b>						
	100	Personnel Services-Salaries						
		Manager(s) of Counseling	16,500	66,000	69,384	72,941	76,681	80,613
		Counselor(s)	0	0	63,076	66,310	139,420	219,852
		Gifted & Talented Coordinator	15,000	60,000	63,076	66,310	69,710	73,284
	200	Personnel Services- Employee Benefits						
		Support Services - Students: Benefits	6,300	25,200	39,107	41,112	57,162	74,750
		Support Services - Students: Pension	3,150	12,600	19,554	20,556	28,581	37,375
		Support Services - Students: Payroll Taxes	3,150	12,600	19,554	20,556	28,581	37,375
<b>2100</b>		<b>Total Student Support Services</b>	<b>44,100</b>	<b>176,400</b>	<b>273,751</b>	<b>287,787</b>	<b>400,136</b>	<b>523,249</b>
<b>2200</b>		<b>Support Services - Instructional Staff</b>						
	300	Purchased Professional & Technical Services						
		School Staff Support Services*	27,000	54,000	67,500	90,000	126,000	148,500
		Professional Development Services*	8,100	16,200	20,250	27,000	37,800	44,550
		Staff Training / Professional Development	0	30,120	61,273	94,425	129,346	165,776
	500	Other Purchased Services						
		Travel and Conferences	0	30,120	61,273	94,425	129,346	165,776
<b>2200</b>		<b>Total Support Services - Instructional Staff</b>	<b>35100</b>	<b>130440</b>	<b>210296</b>	<b>305850</b>	<b>422492</b>	<b>524601</b>
<b>2300</b>		<b>Support Services - Administration</b>						
	100	Personnel Services-Salaries						
		Lead School Administrator - School Executive Director/CEO	0	0	0	0	174,275	183,210
		Lead School Administrator - Principal(s)	30,000	120,000	126,153	132,621	139,420	146,568
		Assistant Principal(s)	0	84,000	88,307	185,669	195,188	307,793
		Registrar(s)	10,000	40,000	42,051	44,207	92,947	97,712
		Administrative Assistant(s)	0	30,000	63,076	99,465	174,275	219,852
	200	Personnel Services- Employee Benefits						

Virtual Prep Academy of Pennsylvania Cyber Charter School				FY	FY	FY	FY	FY
			Start Up	2022	2023	2024	2025	2026
		Support Services - Administration: Benefits	8,000	54,800	63,917	92,392	155,221	191,027
		Support Services - Administration: Pension	4,000	27,400	31,959	46,196	77,611	95,514
		Support Services - Administration: Payroll Taxes	4,000	27,400	31,959	46,196	77,611	95,514
	300	Purchased Professional & Technical Services						
		Enrollment/Placement/Student Support Services*	0	526,215	854,100	1,187,415	1,590,135	1,927,313
		School Operations Support Services*	0	338,850	672,300	1,010,475	1,350,000	1,687,500
		Staff Recruiting	7,500	3,750	3,845	3,942	4,042	4,144
		Legal Services	25,000	12,500	12,816	13,141	13,474	13,815
	500	Other Purchased Services						
		D&O Insurance	2,000	1,000	1,025	1,051	1,078	1,105
		General Liability Insurance	7,500	30,000	30,759	31,538	32,337	33,155
	600	Supplies						
		Board Related Expenses	10,000	20,000	20,506	21,025	21,558	22,103
		Office Supplies	7,500	15,000	15,380	15,769	16,168	16,578
		Office Postage	3,750	7,500	7,690	7,885	8,084	8,289
		Copiers / Reproduction	2,500	5,000	5,127	5,256	5,389	5,526
	800	Other Objects						
		Dues	0	3,000	3,076	3,154	3,234	3,316
<b>2300</b>		<b>Total Support Services - Administration</b>	<b>121,750</b>	<b>1,346,415</b>	<b>2,074,046</b>	<b>2,947,398</b>	<b>4,132,046</b>	<b>5,060,035</b>
<b>2400</b>		<b><u>Pupil Health</u></b>						
	300	Purchased Professional & Technical Services						
		Contracted Pupil Health Support	0	6,024	12,255	18,885	25,869	33,155
<b>2400</b>		<b>Total Pupil Health</b>	<b>0</b>	<b>6,024</b>	<b>12,255</b>	<b>18,885</b>	<b>25,869</b>	<b>33,155</b>
<b>2500</b>		<b><u>Business</u></b>						
	100	Personnel Services-Salaries						
		Business Manager	20,000	80,000	84,102	88,414	185,893	195,424
	200	Personnel Services- Employee Benefits						
		Business: Benefits	4,000	16,000	16,820	17,683	37,179	39,085
		Business: Pension	2,000	8,000	8,410	8,841	18,589	19,542

Virtual Prep Academy of Pennsylvania Cyber Charter School				FY	FY	FY	FY	FY
			Start Up	2022	2023	2024	2025	2026
	300	Business: Payroll Taxes	2,000	8,000	8,410	8,841	18,589	19,542
		Purchased Professional & Technical Services						
		School Business Support Services*	0	90,360	179,280	269,460	360,000	450,000
		External Audit	0	20,000	20,506	21,025	21,558	22,103
		Internal Reporting, Budgeting and Audit	0	12,048	24,509	37,770	51,738	66,310
		PDE, Federal Grant, and Tax Reporting	0	6,024	12,255	18,885	25,869	33,155
		District Billing Services	0	30,120	61,273	94,425	129,346	165,776
	800	Other Objects						
		Banking Fees	1,200	1,200	1,200	1,200	1,200	1,200
<b>2500</b>		<b>Total Business</b>	<b>29,200</b>	<b>271,752</b>	<b>416,765</b>	<b>566,545</b>	<b>849,962</b>	<b>1,012,139</b>
<b>2600</b>		<b><u>Operation and Maintenance of Plant Services</u></b>						
	400	Purchased Property Services						
		Office Rent (including utilities)	25,000	100,000	102,532	105,127	107,788	110,517
		Satellite Facilities Rent (including utilities)	0	0	0	68,333	140,125	143,672
		Facility Support Services*	6,300	25,200	25,200	50,400	75,600	75,600
		Maintenance and Repair	1,250	5,000	5,127	10,513	16,168	16,578
	500	Other Purchased Services						
		High Speed Internet	6,000	24,000	24,608	50,461	77,608	79,572
		Telephone	6,000	24,000	24,608	50,461	77,608	79,572
	600	Supplies						
	700	Property						
		Depreciation - Furniture and Equipment	0	60,000	60,000	99,000	138,000	138,000
<b>2600</b>		<b>Total Operations and Maintenance of Plant Services</b>	<b>44,550</b>	<b>238,200</b>	<b>242,073</b>	<b>434,294</b>	<b>632,897</b>	<b>643,511</b>
<b>2000</b>		<b>Total Support Services</b>	<b>274,700</b>	<b>2,169,231</b>	<b>3,229,185</b>	<b>4,560,759</b>	<b>6,463,402</b>	<b>7,796,690</b>
<b>5000</b>		<b>Other Expenditures and Financing Uses</b>						
<b>5100</b>		<b>Debt Service / Other Expenditures and Financing Uses</b>						

Virtual Prep Academy of Pennsylvania Cyber Charter School		Start Up	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
		Interest	0	0	27,943	0	0	0
		Principal	0	0	698,586	0	0	0
5100		<b>Total Debt Service / Other Expenditures and Financing Uses</b>	<b>0</b>	<b>0</b>	<b>726,530</b>	<b>0</b>	<b>0</b>	<b>0</b>
5000		<b>Total Other Expenditures and Financing Uses</b>	<b>0</b>	<b>0</b>	<b>726,530</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENDITURES</b>			<b>274,700</b>	<b>6,167,925</b>	<b>11,100,130</b>	<b>15,123,431</b>	<b>20,795,858</b>	<b>25,918,983</b>
<b>NET INCOME</b>			<b>0</b>	<b>50,000</b>	<b>395,613</b>	<b>2,154,809</b>	<b>2,287,962</b>	<b>2,935,792</b>
<b>FUND BALANCE</b>			<b>0</b>	<b>50,000</b>	<b>445,613</b>	<b>2,600,421</b>	<b>4,888,383</b>	<b>7,824,175</b>

# APPENDIX G

## Draft Employee Handbook

This appendix includes the following:

- Draft Employee Handbook – Page G1



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Employee Handbook for Employees at

Virtual Preparatory Academy of Pennsylvania  
Cyber Charter School

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DRAFT

## DISCLAIMER OF EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT

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THIS EMPLOYEE HANDBOOK IS PROVIDED AS A GUIDE AND DOES NOT CREATE EITHER AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OF ANY SPECIFIC DURATION.

I UNDERSTAND THAT EMPLOYMENT AT-WILL MEANS THAT EITHER THE SCHOOL OR I HAVE THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME AND FOR ANY REASON NOT OTHERWISE PROHIBITED BY LAW.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

*(Note: This page is to remain in the Employee Handbook.)*

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## WELCOME

Welcome to the Virtual Preparatory Academy of Pennsylvania! As a new employee, you are joining our talented team of professionals who all share a passion for empowering children by providing them with a world- class education. Each staff member is a valued member of our team. Our organization is more than just a place to work; it is a place where your talents and skills can improve children’s lives and our society. We want you to help make our mission a reality.

At Virtual Preparatory Academy of Pennsylvania, every position is important. We are committed to teamwork, cooperation, innovation and quality service. Your commitment to those values is critical for our mutual success. It is a place where we all share the same passion for education and staffed with colleagues with whom you can share your successes and challenges. We celebrate success and embrace challenges. No obstacle is too large to be overcome if it stands in the way of allowing us to help a child.

The success of this School rests solely with our employees. Your talent, dedication and integrity are essential to our success. Virtual Preparatory Academy of Pennsylvania has four values that stand above the rest: innovation, integrity, commitment to the mission, and quality service. We expect that every employee will live these values and incorporate them into every interaction, both internally and externally.

In becoming a part of the Virtual Preparatory Academy of Pennsylvania’ team, we expect you to display a commitment to our high standards and to demonstrate a professional demeanor that will make all of us proud of you, our team and our School. This handbook was prepared to make you aware of what you can expect from Virtual Preparatory Academy of Pennsylvania – and what Virtual Preparatory Academy of Pennsylvania will expect from you. It is not meant to cover everything, so please feel free to ask questions. Your supervisor or someone in HR (HR@accelschools.com) will be happy to talk with you.

Please read this handbook and keep it for future reference. If changes are made because of general economic conditions or conditions in our industry, you will be provided with updated information.

Once again, we welcome you to the team!

Sincerely,

Board Chair

# INTRODUCTION

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## INTRODUCTION TO HANDBOOK

This Handbook was developed to provide you with guidelines to our School policies and to outline programs and benefits available to you. You should familiarize yourself with the contents as soon as possible so you will know what is expected of you and what you can expect from our organization.

This Employee Handbook replaces all previous Virtual Preparatory Academy of Pennsylvania' handbooks, policies and memoranda. Failure to follow any of the policies in this handbook may result in disciplinary action, up to and including, termination of employment.

You should have already signed an Employment Agreement outlining your employment relationship with the School. Contact your supervisor or a payroll or human resource specialist if you have any questions.

We hope that your experience with us will be challenging, enjoyable and rewarding. Again, welcome!

# EMPLOYMENT

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## AT-WILL EMPLOYMENT

Your employment with Virtual Preparatory Academy of Pennsylvania (“The School”) is at-will, which means that you or the School may terminate your employment at any time for any lawful reason unless a written employment agreement exists with the School that provides otherwise.

The School has the right to transfer, demote, or otherwise discipline an employee at any time for any lawful reason. For an employment agreement with the School to be considered valid, it must be signed by an officer of the School board or a designated representative.

This handbook is not a contract guaranteeing employment for any specific duration. As provided in the Handbook Acknowledgement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook replaces any and all prior handbooks, written documents (with the exception of authorized employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

No statement or promise by a supervisor or school leader, past or present, may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

## EQUAL EMPLOYMENT OPPORTUNITY

Virtual Preparatory Academy of Pennsylvania provides equal employment opportunities to all employees and applicants in all School and school facilities without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation in accordance with applicable federal, state and local laws.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training.

## CHANGE IN POLICY

The School may change, revoke or supplement the policies in this handbook at any time without notice. The School will determine the effective date of any changes and every effort will be made to notify you in advance. However, failure to give advance notice will not void any policy’s application in the workplace.

The current version of all school policies will be readily available to all (currently active) employees in an electronic and/or hard copy format.

Supervisors do not have the authority to change the policies in this handbook on their own. If you are uncertain about any policy or procedure, contact your supervisor for clarification.

## **OUTSIDE EMPLOYMENT & CONFLICTS OF INTEREST**

The School recognizes that some employees may need or want to hold additional jobs outside their employment with the School. Employees may be permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns. Employees must consult their supervisors or managers for review and approval of outside employment prior to beginning outside employment.

The following rules for outside employment apply to all employees:

1. Work-related activities and conduct away from the School must not compete with, conflict with or compromise the School's interests or adversely affect job performance and the ability to fulfill all job responsibilities.
2. Employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at the School, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
3. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, the Employee's supervisor and the human resource department will consider whether the proposed employment:
  - a. May reduce the employee's efficiency in working for the School.
  - b. Involves working for an organization that does a significant amount of business with the School, such as major contractors, suppliers, and schools.
  - c. Involves working for an organization that provides competing services.
4. Employees are prohibited from using School property or facilities to perform work for an outside employer unless authorized in advance by a supervisor.
5. Employees may not solicit or conduct any outside business during School work time.
6. Employees who have accepted outside employment may not use School-provided Paid Time Off (PTO) to perform work on the outside job.
7. Fraudulent use of the School's sick leave or an employee's refusal to discontinue outside employment after being requested to do so by his or her supervisor or the human resource department will result in disciplinary action up to and including termination of employment.

## **ACCOMMODATION OF DISABILITIES**

The School is committed to making every reasonable effort to accommodate an employee's disability. An accommodation may be provided as long as the employee can perform the essential duties of the job, and it does not create an undue hardship for the School. A reasonable accommodation may include changes in the work environment or in the way a job is performed, so a person with a disability may enjoy equal employment opportunities.

Under this policy, if you are pregnant and request a reasonable accommodation for the duration of or any part of your pregnancy, we will explore all possible means of providing the reasonable accommodation including, but is not limited to, the following:

- More frequent or longer bathroom breaks;
- Breaks for increased water intake;
- Breaks for periodic rest;
- Seating;
- Assistance with manual labor;
- Light duty;
- Temporary transfer to a less strenuous or hazardous position;
- Acquisition or modification of equipment;
- Modified job duties;
- Modified work hours;
- Temporary relocation of work area; or
- Approval for leave necessitated by pregnancy, childbirth, or medical or common conditions relating to pregnancy or childbirth.

Accommodations depend upon the employee's job qualifications and the specific facts and circumstances of each individual situation.

Please inform your supervisor if you require an accommodation, so the School can have an interactive discussion with you. Your supervisor will work with you to determine if there is a need for an adjustment or change at work to accommodate your disability.

## **PERSONNEL FILES**

The School maintains a personnel file on each employee. Contact your supervisor to request a review of your School personnel file, or contact your Virtual Preparatory Academy of Pennsylvania payroll or human resource specialist to view your personnel file.

To ensure that your personnel file is up-to-date at all times, use the School's Human Resource Information System, UltiPro® (<https://e42.ultipro.com>) for entering changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, scholastic achievements, or emergency contacts..

## **INTRODUCTORY PERIOD**

All employees will undergo an introductory period of employment. The introductory period shall consist of the first one hundred twenty (120) days of employment or ninety (90) days following transfer or promotion within the organization. This is an opportunity for the School to evaluate the employee's performance. It also is an opportunity for the employee to decide whether he or she is happy being employed by the School. The School may extend the introductory period if it desires. The employee will be notified, either verbally and/or in-writing if this period is extended. Completion of the introductory period does not alter an employee's at-will status.

It is expected that an employee must actively be at work during the Introductory Period except with written management approval or unless approved in writing by management or Human Resources.

The School will conduct a formal performance review at the end of the introductory period.

## **SEPARATION FROM EMPLOYMENT**

An employee may be separated from employment either voluntarily or involuntarily by resignation, retirement, lack of work, poor performance or other reasons.

### **Employment Termination**

Our goal is to build and maintain lasting work relationships with our employees. In the case that an employee chooses to resign, he/she should consult the terms of his/her employment agreement.

It is expected that teachers provide a minimum of 30 calendar days' notice and others provide a minimum of 14 calendar days' notice.

The School reserves the right to accept the resignation immediately upon notice, or based upon the individual circumstances, the School may elect to allow the employee to work out his/her notice. Employees must actively be at work during a notice period except with written management approval or unless approved in writing by management or Human Resources. Paid Time Off (PTO) cannot be used during this notice period.

Once notice of resignation is received by the school leader, it cannot be withdrawn except with the written agreement of the school leader, even if such attempt to withdraw is during the notice work out period. Some employees may have additional conditions and/or limitations regarding resignation from employment. For additional information regarding any additional conditions and/or limitations regarding resignation from employment see your employment agreement, if any.

Employees who fail to follow any additional restrictions or conditions within their employment agreement, if any, may be in breach of their employment agreement and/or state law.

### **End of Employment Term / End of School Year Procedure**

Each employee must return any equipment or supplies they received during the course of their employment prior to his/her final work day. Equipment, grade books, lesson plan books, student records and files, School manuals, computers, cell phones, keycards, security badges, building keys, and all School-owned materials must be given to the supervisor upon termination of employment.

Teaching Personnel -- End of School Year: Each Teacher must follow the end of year procedures as assigned by their supervisor. Some examples of these responsibilities include but are not limited to the following: completing a textbook inventory; inspecting all issued textbooks for damage; assigning responsibility for damage to school property to specific students; compiling a list of necessary room repairs; updating student cumulative records; thorough cleaning of classroom furniture and student lockers; and completion of classroom inventory of equipment, furniture and teaching materials. Grade books, lesson plan books, student records and files, school manuals, and all school-owned materials must be given to the school leader upon the ending of employment.

### **Exit Interviews**

The school leader will generally schedule exit interviews at the time of employment termination. Topics of discussion may include your reasons for leaving and any other impressions that you may have about the School. During the exit interview, you can provide insights into areas for improvement for the School and your specific position.

### **Technology & Access Control**

Once notice is given, the school reserves the right to limit or disable access to specific or all systems. Once employment has been terminated, all accounts will be disabled. Incoming email may be redirected to a current employee's inbox.

### **Return of School Property**

Any property issued to you by the School such as software, computer equipment, databases, files, cell phone, pager, keys, parking passes, credit card(s) or any other equipment must be returned at the time of termination. You will be responsible for any lost or damaged items.

## **EMPLOYMENT VERIFICATION**

All requests for employment verification for current or former employees should be referred to Human Resources at 888-990-4226 or [HR@accelschools.com](mailto:HR@accelschools.com). Human Resources will only release your last title and dates of employment, unless the request for additional information is authorized in writing.

## **RESOLUTION OF DISPUTES**

Any dispute arising out of or relating to the negotiation, execution, performance or termination of your



employment, including, but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, Section 1981 of the Civil Rights Act of 1966, as amended, the Family Medical Leave Act, the Employee Retirement Income Security Act, and any similar federal, state or local law, statute, regulation, or any common law doctrine, whether that dispute arises during or after employment, shall be settled by binding arbitration before a single arbitrator in accordance with the Employment Arbitration Rules and Procedures of JAMS; provided however, that this dispute resolution provision shall not apply to any separate agreements between the parties that do not themselves specify arbitration as an exclusive remedy.

The location for the arbitration shall be either the Cleveland metropolitan area. Any award made by such arbitrator shall be final, binding and conclusive on the parties for all purposes, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator's fees and expenses and all administrative fees and expenses associated with the filing of the arbitration shall be borne by the School; provided however, that at your option, you may voluntarily pay up to one-half the costs and fees.

You and the School acknowledge and agree that the obligations to arbitrate under this section continue after the termination of the employment relationship between you and the School. By electing arbitration as the means for final settlement of all claims, you and the School hereby waive their respective rights to, and agree not to, sue each other in any action in a Federal, State or local court with respect to such claims, but may seek to enforce in court an arbitration award rendered pursuant to this offer letter. You and the School specifically agree to waive their respective rights to a trial by jury, and further agree that no demand, request or motion will be made for trial by jury.

# EMPLOYEE CONDUCT

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## ANTI-HARASSMENT

Virtual Preparatory Academy of Pennsylvania is committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, the School will promptly take any necessary and appropriate disciplinary action.

The School will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
  - a. Submission to such conduct is an explicit or implicit term or condition of employment;
  - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
  - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

### **Complaint Procedure**

The School provides you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware his or her conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or school leader. We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

Should you feel uncomfortable reporting the conduct to your supervisor or school leader, please send an email to [hr@accelschools.com](mailto:hr@accelschools.com) indicating that you have a confidential matter to discuss along with the best phone number and times of day to contact you.

### **Confidentiality**

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

### **Investigative Procedure**

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, the School will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. Virtual Preparatory Academy of Pennsylvania may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from an employee, vendor, contractor, or parent, or other third party over the age 18, the School will take appropriate action to stop the conduct. If the behavior is from a student or other minor under the age of 18, the School or the School will take appropriate action.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

### **Duties of Employees and Supervisors**

All employees of the School, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The School strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, school leader) should promptly notify Human Resources so an investigation

may be initiated. The School may discipline any managers or supervisors who fail to follow this policy, which discipline may include termination.

## **HARRASSMENT**

Harassment is any form of hostility, conduct or language that alters the conditions of the student's school environment and that creates a hostile, intimidating or offensive school environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and unwelcome touching, verbal remarks and requests or demands for sexual favors. The prohibition against harassment is applicable to all employees.

Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

## **GUIDELINES FOR APPROPRIATE CONDUCT**

In order to conduct the operations of Virtual Preparatory Academy of Pennsylvania efficiently and professionally, all employees are to follow the rules of conduct that will protect the interests and safety of all employees and the School. All employees are expected to act in a professional manner at all times including during interactions with students and their families, co-workers, board members, and the general public.

Although it is not possible to list all forms of inappropriate behavior and conduct, the following are examples that are considered inappropriate and may result in disciplinary action up to and including termination of employment:

- Falsifying employment or other School records;
- Violating the Anti-Harassment policy;
- Violating certain state, federal or local laws and regulations;
- Violating security or safety rules or failing to observe safety rules or safety practices; failing to wear required safety equipment; tampering with equipment or safety equipment;
- Soliciting gratuities from students and their families, vendors, or other third parties;
- Displaying excessive or unexcused absenteeism or tardiness;
- Possessing firearms, weapons or explosives on School or school property without authorization unless explicitly permitted by state law
- Using the School's or school's property and supplies, particularly for personal purposes in an excessive, unnecessary or unauthorized way;
- Negligent damage of property;
- Violating the Violence in the Workplace policy;
- Violating the Drug-Free Workplace policy;
- Committing theft or unauthorized possession of School or school property or the property of fellow employees; possessing or removing any School or school property, including documents, from the premises without prior permission from management; using School or school equipment or property for personal reasons without proper authorization; using School or school equipment for profit;

- Giving confidential or proprietary information to competitors or other organizations, or to unauthorized employees; working for a competing business while an employee of the School; breaking confidentiality of personal information during employment and after separation;
- Engaging in abusive conduct, or bullying, such as using obscene, abusive or threatening language or gestures or other verbal or physical conduct a reasonable person would find threatening, intimidating, or humiliating;
- Engaging in malicious acts such as gossip and/or rumors, derogatory remarks, insults, epithets; engaging in behavior that creates discord and lack of harmony during employment and after separation;
- Interfering with another employee on the job, restricting work output or encouraging others to do the same, unwarranted sabotage or undermining another's work, during employment and upon separation;
- Soliciting, selling, or collecting funds for any purpose while on working time (not including meals and authorized breaks). Employees who are not on working time shall not interfere with the work of employees who are on workingtime.

Where appropriate, supervisors will follow a process of progressive employee discipline. Before or during application of any discipline, employees may be given an opportunity to relate their version of the incident or problem and provide an explanation. Examples of progressive employee discipline include:

- Verbal Counseling - A conversation with an employee explaining that the employee's conduct or poor performance is unacceptable, and repeated or continued unacceptable conduct or performance will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.
- Written Counseling - A written document or memo that describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.
- Suspension - Suspension of the employee's employment may, at the sole discretion of the School, be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his/her conduct or performance to the standards of his/her position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.
- Termination - If an employee fails to follow acceptable conduct or performance standards, the School may terminate the employee's employment.

Depending on the specific circumstances, the School may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

## **ADDITIONAL GUIDELINES FOR APPROPRIATE CONDUCT**

Examples of offenses that can lead to disciplinary action or dismissal include, but are not limited to:

- a. Conviction of an offense that would prohibit the staff member from exercising care and custody over students in the School;
- b. Committing any violation of state or federal laws, statutes, or rules, although the conduct may not have resulted in a criminal charge, indictment, prosecution or conviction;
- c. Failure to complete a criminal background check, or other mandated employment screenings, as required by state and federal law;
- d. Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting information submitted to federal, state, and other governmental agencies such as professional qualifications, criminal history and information submitted in the course of an official inquiry or investigation, college or professional development credit and/or degrees, academic awards, and employment history when applying for employment and/or licensure, or when recommending an individual for employment, promotion or licensure. This includes but is not limited to, employment application, time keeping records, or student records;
- e. Intent to, or behavior that inflicts physical or emotional harm to a person or damage to property, whether intentional or negligent; (This can include any behavior that would constitute any type of harassment);
- f. Disparaging a colleague, peer or other personnel on the basis of race or ethnicity, socioeconomic status, gender, national origin, sexual orientation, political or religious affiliation, physical characteristics, age, disability or English language proficiency;
- g. Serious or repeated acts in violation of general safety rules or practices in the performance of work or in the use of School facilities for any purpose;
- h. Absence without notification; (This is defined as failure to report, intentionally misrepresenting, willfully omitting or being negligent in reporting reasons for absences or leaves for a scheduled workday without notification to the Administration.)
- i. Excessive employee tardiness and unapproved or unprotected absences beyond the allocated paid time off policy (see the Notification of Absence Policy above);
- j. Theft, misappropriation of School property, and dishonesty;
- k. Possessing, consuming or being under the influence of alcoholic beverages or any non-prescribed, controlled substance during work hours; (An employee is to inform their supervisors of any appropriately prescribed prescription medicine that they have been given that may affect their job performance or ability to function at work);
- l. Consuming or being under the influence of alcoholic beverages or any non-prescribed, controlled substance while on School property;
- m. Possession of explosives or firearms on School property, while representing the School, or while the employee is conducting any business of the School as an employee or volunteer;
- n. Unauthorized possession of or use of any School property, equipment, or material;
- o. Using technology to intentionally host or post improper or inappropriate material that could reasonably be accessed by the School community;
- p. Unauthorized disclosure of confidential records that include but are not limited to student records, employee records, and/or school records; standardized tests, test supplies or resources during employment and after separation;
- q. Unauthorized use or disclosure of student records as determined by the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and by related regulations during employment and after separation;

- r. Failure to perform job functions or failure to follow Administrative directives in a satisfactory and/or timely manner;
- s. Co-mingling public or School-related funds with personal funds; submitting fraudulent requests for reimbursement of expenses; failing to account for funds related to School activities collected from students, parents, family members, community members, staff or peers;
- t. Willfully or knowingly violating any student confidentiality required by federal or state laws, including publishing, providing access to, or altering confidential student information on district or public web sites such as grades, personal information, photographs, disciplinary actions, or individual educational plans (IEPs) without parental consent or consent of students 18 years of age and older during employment and after separation;
- u. Using confidential student, family, or School-related information in a non-professional way (e.g., gossip, malicious talk or disparagement);
- v. Improper verbal or physical conduct toward a student, parents, family members, community members, staff or peers;
- w. Failure to follow School policies, procedures, or job instructions;
- x. Failure to adhere to job description;
- y. Failing to adhere to any Code of Professional Conduct for Educators or equivalent as mandated by each state.
- z. In addition, each employee must advise the Administrator if s/he is arrested for or convicted of any offense (other than a minor traffic violation) within three days of her/his arrest or conviction. Failure to give prompt notice is grounds for termination of employment.

The listed causes for disciplinary actions are not all-inclusive and the School will determine appropriate discipline reasons and level of discipline or disciplinary actions of each occurrence by examining the specific facts presented.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other School policies, rules or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate and as circumstances may dictate, supervisors will follow a process of progressive employee discipline. Examples of employee discipline include:

### **Progressive Discipline**

The School's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for all or any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment, all of which will be documented and placed in the employee's personnel file. Depending on the severity of the problem and the number of occurrences there may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

The Executive Team recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, this Handbook includes examples of problems that may result in immediate suspension or constitute just cause for immediate termination of employment. However, the causes for disciplinary action listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the School.

## **POLICY ON FRAUD, BRIBERY AND CORRUPTION**

The School prohibits any acts of fraud, bribery, and corruption.

Fraud is defined as any act or omission that intentionally misleads, or attempts to mislead, another party in order to obtain a financial or other benefit or to avoid an obligation.

Bribery is defined as giving, paying, promising, offering, or authorizing the payment of anything of value to any party to influence any person or entity to act improperly.

Corruption is defined as the use or abuse of one's authority or position within the School for private gain.

Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

## **ANTI-BULLYING POLICY**

The school prohibits any acts of bullying. Workplace Bullying refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees) that are intended to intimidate, degrade, humiliate, or undermine; or that creates a risk to the health and safety of the employee(s). Bullying, like other disruptive or violent behaviors, is conduct that disrupts both the student's ability to learn and the school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying is expected of all staff.

Harassment is any form of hostility, conduct or language that alters the conditions of the student's school environment and that creates a hostile, intimidating or offensive school environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and



unwelcome touching, verbal remarks and requests or demands for sexual favors. The prohibition against harassment is applicable to all employees.

Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

### **Reporting Student Abuse/Neglect/Battery/Bullying**

#### Requirements and Procedures for Reporting Known or Suspected Cases of Child Abuse/Neglect/Battery/Bullying

When any employee knows of or suspects abuse or neglect of a student under the age of 18 years of age, the employee shall first notify their Supervisor. Then the employee shall call the local reporting agency in the presence of the Supervisor. The employee shall document the notification by using the Suspected Student Abuse/Neglect Form. The School Nurse will be notified, if appropriate.

When any staff employee suspects abuse or neglect of a student that is 18 years of age or older, he/she must first notify the supervisor. The employee must then offer the student the opportunity to report the incident(s) to the local police. The student, as an adult, has the option not to make a call to the police. In either case, the employee must complete a Student Abuse/Neglect Form that is placed into the student's records.

If the family contacts the School about the report, the family needs to be told to contact the agency or police department that is handling the matter. All reports are to be kept confidential – including between members of the School staff – unless a given staff member needs to know about the matter in order to fulfill his/her duties.

Refer to the anti-bullying policy if an employee believes that bullying is occurring.

### **ANTI-NEPOTISM**

It is the School's policy to consider members of an employee's immediate family for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

Create a supervisor/subordinate relationship with a family member;

Have the potential for creating an adverse impact on work performance; or

Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, members of household. This policy also applies to romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the School to which

one of the employees will transfer. If employees become immediate family members or establish a romantic relationship, the School will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, one of the employees may be asked to resign. The employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the School will decide in its sole discretion who will remain employed.

## **ABSENTEEISM AND TARDINESS**

Regular attendance is important to the smooth operation of Virtual Preparatory Academy of Pennsylvania. If you are late or absent, it places a burden on other employees and may impact productivity, student learning, and classroom and school morale.

You are expected to be reliable and punctual by reporting to work on time and as scheduled. If there is an unscheduled absence or a need for late arrival to work, notify your supervisor at least two hours prior to when your scheduled work shift begins. In most circumstances, you should notify your supervisor within two hours of your work shift each day of your absence, unless you have been granted a leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work. Failure to properly report your absences may be considered a voluntary resignation of your position. Employees who fail to report to work for three consecutive business days without notifying the school of the absence will be considered as having voluntarily resigned as a result of job abandonment.

Suspected abuse of Paid Time Off (PTO) may lead to disciplinary action. Indications of possible abuse include, but are not limited to, repeated usage of PTO to extend regularly scheduled days off, including weekends, holidays (before or after a holiday), excessive absenteeism on Mondays and Friday, and usage of PTO on days previously requested and denied.

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your availability during the day.

## **OUTSIDE EMPLOYMENT & CONFLICTS OF INTEREST**

The School recognizes that some employees may need or want to hold additional jobs outside their employment with the School. Employees may be permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns. Employees must consult their supervisors or managers for review and approval of outside employment prior to beginning outside employment.

The following rules for outside employment apply to all employees:

1. Work-related activities and conduct away from the School must not compete with, conflict with or compromise the School's interests or adversely affect job performance and the ability to fulfill all job responsibilities.

2. Employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at the School, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
3. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, the Employee's supervisor and the human resource department will consider whether the proposed employment:
  - a. May reduce the employee's efficiency in working for the School.
  - b. Involves working for an organization that does a significant amount of business with the School, such as major contractors, suppliers, and schools.
  - c. Involves working for an organization that provides competing services.
4. Employees are prohibited from using School property or facilities to perform work for an outside employer unless authorized in advance by a supervisor.
5. Employees may not solicit or conduct any outside business during School work time.
6. Employees who have accepted outside employment may not use School-provided Paid Time Off (PTO) to perform work on the outside job.
7. Fraudulent use of the School's sick leave or an employee's refusal to discontinue outside employment after being requested to do so by his or her supervisor or the human resource department will result in disciplinary action up to and including termination of employment.

## **DRUG-FREE WORKPLACE**

Virtual Preparatory Academy of Pennsylvania is committed to protecting the safety, health and well-being of all employees, students, families, contractors, board members, vendors, and others with whom we interact in our workplace. "Workplace" includes School or school property, any School or school - sponsored activities located at any other site where you are performing work or representing the School or school.

The term "drug" as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines.

All employees are expected to contribute to maintaining a drug-free workplace. Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer or cultivation of drugs in the workplace. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession of prescription drugs, when taken as directed and obtained with a valid prescription under federal law, is not a violation of this policy.

As a condition of continued employment, all employees must comply with this policy. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Contact Human Resources for information about the Employee Assistance Program (EAP) and support for participation in drug and alcohol abuse rehabilitation and education programs through the School's health care carrier.

This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.

## **PERSONAL APPEARANCE - DRESS CODE**

All employees are required to dress appropriately for their positions. The appropriate dress attire for men includes (a) non-sleeveless shirts and (b) non-denim pants/slacks; the appropriate attire for women includes (a) blouses or collared shirts and (b) dresses/skirts or non-denim pants/slacks. For safety purposes, shoes must cover heels and toes. Bright or neon hair colors, body piercing (other than standard pierced earrings), visible tattoos, or excessive make-up become a great source of distraction for the student body and other employees and are not permitted. Skirts must be no more than 2 inches above the knee. Blouses cannot have plunging neck lines or be deemed revealing. Sleeveless shirts are prohibited for men and women.

If a uniform shirt or other dress is specified the School, employees may dress in accordance with the School's specific policy.

Generally, if uncertain about whether a particular style of dress or article of clothing is appropriate, choose NOT to wear it to work. The employee should be considerate of the fact that the students are required to dress uniformly and adhere to the dress code of the School. The School staff should present a model for students to follow in areas regarding personal hygiene and appearance.

All employees are expected to keep their work area clean and organized.

Some individuals may have sensitivity or allergic reactions to perfumes, colognes, powders and lotions. If you use these items, use them in moderation and with consideration for those around you.

The School will consider reasonable accommodations to appearance standards for medical and/or religious reasons. Contact your supervisor if you have a request for an accommodation in this area.

## **PERSONAL PROPERTY**

The School does not provide insurance coverage for employee's personal property. This is the responsibility of each individual. Employees should contact their individual insurance agents to check their coverage.

Any personal property brought onto School property is subject to inspection and search.

## **RETURN OF PROPERTY**

Employees are responsible for all School property, materials, or written information issued to them or in their possession or control.

Employees must return all property immediately upon request or upon termination of employment and keep no copies of the property in any media form. The Executive Team may also take all action deemed appropriate to recover or protect its property.

## **PERMISSIBLE USE OF RECORDING DEVICES**

Use of recording or camera functions on electronic communication devices is permitted in the building or on School property solely for the purpose of obtaining or maintaining licensure that is required for your position with Virtual Preparatory Academy of Pennsylvania. Before any recording, you must ensure that you have the appropriate permission from the parents/guardians of your students and from adults who appear in the recording. You may not use the recording for any purpose that is not within the parameters of the permission forms you received for students or adults who appear in your recording.

Use of online recording devices (i.e. conference bridge services) may be used to capture discussions for the purpose of reference. Under these circumstances, all attendees must be audibly notified when recordings are commenced and terminated. These recordings must be made available to all attendees and may be shared with other employees or vendors with whom we have a non-disclosure agreement (NDA). All recordings can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. The information collected may be used as a justification for internal disciplinary action, including, but not limited to demotion, suspension, or termination. The School is under no obligation to share that information with the employee.

You must obtain written permission from your Supervisor prior to recording any conversation, communication, activity or event.

## **PROHIBITED USE OF RECORDING DEVICES**

To encourage open channels of communication among employees and to ensure the privacy of our employees, students, families, board members, contractors, vendors, and others with whom we interact, and to protect the integrity of our business information, you may not openly or secretly tape, record, or videotape, any conversation, communication, activity or event unless necessary for obtaining or maintaining licensure required by your job with the School. This policy also applies to recording conversations and communications with any other third parties either doing business with or connected to Virtual Preparatory Academy of Pennsylvania, including outside legal counsel, auditors and regulatory officials.

You are restricted from using the recording or camera functions on any electronic communication devices anywhere in the building or on School property at any time.

## **TOBACCO-FREE WORKPLACE**

Virtual Preparatory Academy of Pennsylvania is committed to providing all employees with a safe and healthy work environment. All school premises are smoke-free, unless clearly marked otherwise. Smoking a cigarette, cigar, e-cigarette, or pipe or any other form of tobacco, as well as the chewing of tobacco, is not allowed. For your convenience, designated smoking areas are clearly marked. Employees are expected to use the waste disposal receptacles for smoking products.

## **VIOLENCE IN THE WORKPLACE**

Virtual Preparatory Academy of Pennsylvania is committed to providing a safe workplace for employees, students, families, board members, contractors, vendors, and others with whom we interact. The School has zero tolerance for violent acts or threats of violence.

You are expected to conduct yourself in a non-threatening, non-abusive manner at all times. Any direct, conditional or veiled threat of harm to any employee, guest, or School or school property will be considered unacceptable behavior. Acts of violence, intimidation or bullying of others will not be tolerated.

All employees share the responsibility in identifying and alleviating threatening or violent behaviors. Anyone who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, is to immediately report this information to his/her supervisor, or a management member. You must assume that any threat is serious. The School will carefully investigate reports and maintain employee confidentiality to the fullest extent possible.

Virtual Preparatory Academy of Pennsylvania will take disciplinary action, up to and including termination, and/or legal action as appropriate, against any employee who commits or threatens to commit a violent act against any person while on School or school premises or while engaged in school business off the premises.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in school policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

## WEAPONS

Virtual Preparatory Academy of Pennsylvania strives to provide a safe and secure workplace for employees, students, families, board members, contractors, vendors, and others with whom we interact. The School has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on School or school property or conducting school business, unless explicitly authorized by state law. For purposes of this policy, School or school property includes, but is not limited to, all School and school facilities, and school-provided vehicles and equipment that are either leased or owned by the School or school.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, Virtual Preparatory Academy of Pennsylvania reserves the right to request inspections of any employee and their personal effects while on School or school property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possesses a firearm, the employee can store the firearm in the employee's personal vehicle while on school-provided parking areas; however, the firearm must be stored in the employee's locked vehicle, or locked to the vehicle, and hidden from plain view.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy, you should immediately report this information to their onsite supervisor.

## WHISTLEBLOWER POLICY

The School is committed to operating in compliance with all applicable laws, rules and regulations, including those concerning accounting and auditing, and prohibits fraudulent practices by any of its board members, officers, employees, or volunteers. This policy outlines a procedure for employees to report actions that an employee reasonably believes violates a law, or regulation or that constitutes fraudulent accounting or other practices. This policy applies to any matter that is related to the school's business and does not relate to private acts of an individual not connected to the business of the school.

A whistleblower as defined by this policy is an employee of the School or its affiliates who reports an activity that the employee considers to be illegal or dishonest business activity. A whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include but are not limited to, violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

**If you have knowledge of, or a concern of illegal or dishonest fraudulent activity, you are to call 866.733.9409 or email [whistleblowerhotline@accelschools.com](mailto:whistleblowerhotline@accelschools.com).** Employees are expected to exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to disciplinary action, up to and including termination of employment. All reports of illegal and dishonest activities will be

promptly submitted to the school leader who is responsible for investigating and coordinating any corrective action needed.

Pursuant to the Defend Trade Secrets Act, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Whistleblower protections are provided in two important areas -- confidentiality and protection from retaliation against an employee who makes such a report. To the extent possible, the confidentiality of the whistleblower will be maintained. However, the whistleblower's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Additionally, Virtual Preparatory Academy of Pennsylvania SR, LLC does not condone retaliation of any kind.

A whistleblower who believes he/she has been retaliated against must contact the Virtual Preparatory Academy of Pennsylvania Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. Virtual Preparatory Academy of Pennsylvania SR, LLC may take disciplinary action (up to and including termination) against an employee who in management's assessment has engaged in retaliatory conduct in violation of this policy.

If you have questions regarding this policy, contact Human Resources.



## HOURS AND COMPENSATION

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See State Addendum for additional hours and compensation policies.

### ERROR IN PAY

The School makes every effort to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday.

You should review your paycheck when received and, if you believe an error has been made, contact your supervisor and [payroll@ACCELSchools.com](mailto:payroll@ACCELSchools.com) immediately. All necessary steps will be taken to research the problem and to assure that any necessary correction is promptly made.

### EXEMPT EMPLOYEE REDUCTION OF SALARY

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week they perform work. Their weekly salary may be reduced only in the following circumstances:

- Employees who are absent for at least a full day because of personal reasons, sickness or disability will not be paid for that day unless they have accrued paid time off under the Virtual Preparatory Academy of Pennsylvania paid time off, vacation, sickness or disability policy and the absence qualifies for pay under the policy. Their salary will not be reduced for less than a full day because of personal reasons, sickness or disability.
- Employees who are absent from work for jury duty, attendance as a witness or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given week.
- Employees who work less than 40 hours during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
- Employees who take leave under the Family and Medical Leave Act will not be paid for that time unless they have accrued paid time off under the School paid time off, vacation, sickness or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.
- Employees who violate a safety rule of major significance, may have their salary reduced in an amount to be determined by the School as a penalty for that violation.
- Employees may be suspended without pay for other types of workplace misconduct, but only in full day increments. This refers to suspensions imposed according to a written policy applicable to all employees regarding serious misconduct, including, but not limited to, workplace harassment, violence, drug and alcohol violations, legal violations, etc. The possibility of unpaid suspensions is included into all similar policies.

This policy is subject to applicable state law regarding reduction of exempt employees' salaries if the state law is more favorable to employees.

### **Prohibited Reductions/Complaint Procedure**

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your human resource specialist. No employee will be penalized in any way for making a complaint.

This policy is intended solely to implement Fair Labor Standards Act (FLSA) regulatory requirements, and applicable state law will be applied and modified as necessary in accordance with the requirements, and is not to be considered any type of contract.

## **HOURS OF OPERATION**

Normal operating hours for Virtual Preparatory Academy of Pennsylvania are from 7:30 a.m. to 4:00 p.m., Monday through Friday. These hours may vary depending upon your position and work requirements. If applicable, your supervisor will provide direction for lunch and rest breaks in order to facilitate the smooth flow of business and to maintain an adequate number of staff.

Give your supervisor as much advance notice as possible for any schedule changes.

## **INCLEMENT WEATHER**

In the case of inclement weather, please consult your school leader for policy and procedures on school opening status.

Hourly staff will not be paid for any hours during a school closure due to inclement weather unless they choose to use available PTO hours.

## **MEAL PERIODS**

All regular full-time employees will have one meal period of thirty minutes in length each workday. Your supervisor will schedule your meal period to accommodate operational requirements. During meal periods, you are not subject to any work responsibilities or restrictions. You will not be paid for meal period time.

## **OVERTIME FOR NONEXEMPT EMPLOYEES**

Depending on the School work needs, employees may be required to work overtime when requested to do so. Nonexempt employees will be paid overtime premiums at the applicable federal or state wage rate, whichever is higher. You are responsible for clearly noting all hours worked, including any overtime hours, on your timesheet.

It is our policy that no overtime can be worked without the advance approval of your supervisor.

Failure to obtain approval in advance of working the overtime is a violation of School policy and may result in disciplinary action.

If, during a workweek, you are away from the job because of an injury, paid holiday, jury or witness duty, sick day or vacation day, those hours not worked will not be counted as hours worked for the purpose of computing overtime pay, even if you receive pay such as sick or vacation pay for such time missed.

### **Prohibited "Off the Clock" Work**

Employees are not to work "off the clock" and are required to ensure that all time worked is properly recorded. If you are given directions to perform work "off the clock," you should promptly notify your supervisor. If your supervisor has given you directions to work "off the clock" and/or has told you not to properly record all hours worked, notify your human resource specialist. You will not be penalized in any way for making such a complaint.

## **PAY PRACTICES**

For overtime calculations and salary administration, the fixed 7-day "workweek" for Virtual Preparatory Academy of Pennsylvania is the period beginning at 12:01 a.m., Sunday and ending at midnight, Saturday. All employees will be paid bi-weekly on every second Friday. For paydays falling on a weekend or holiday, you will be paid the prior business day.

If you are absent on payday and someone else is to pick up your check, it will not be released without a signed note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce satisfactory identification; otherwise, your check will not be released.

If your employment ends, you will be paid your final wages in accordance with applicable state law.

Payroll is biweekly, with all employees paid one week in arrears.

## **TIMESHEETS**

Accurately recording and reporting time worked is the responsibility of every employee in order for the School to calculate employee pay and benefits. All employees are required to accurately record and report all time worked and time away from work, and sign their own time report prior to submitting to their supervisor for approval.

Any discrepancies regarding overtime should be resolved by your supervisor before submitting your hours. You may not work "off the clock" and if you are asked to do so, you should immediately report this to management.

## **LACTATION BREAK**

The School will provide a reasonable amount of break time, or amount of time required by state law, to accommodate a female employee's need to express breast milk for the employee's infant child for up to one year following the child's birth, or as required by law. The break time should, if possible, be taken concurrently with other break periods already provided. Employees should clock out for time taken for 30 minutes or more that does not run concurrently with normally scheduled break periods. Virtual Preparatory Academy of Pennsylvania will provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a restroom, where the employee may express milk in private. Speak with your supervisor should arrangements for a refrigerator be required.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

# OPERATIONS

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## SCHOOL PROPERTY INSPECTION

In an effort to maintain the safety and welfare of employees and visitors, the school will conduct searches or inspections on reasonable suspicion that a school policy was violated. Areas that may be searched include, but are not limited to, employee's work area, desks and any other property located on School or school premises or worksites. Entry on School or school premises or worksites constitutes consent for the school to conduct a search or inspection when there is a reasonable suspicion that a school policy was violated.

## USE OF SCHOOL PROPERTY

Employees may use school property, equipment and reference materials for business purposes. School equipment (including, but not limited to, computers, printers, fax machines, etc.) assigned to employees is the property of the school and may not be removed from the building without first obtaining written permission from your supervisor. You are expected to take proper precautions concerning the equipment, reference material and/or property you are assigned to use. Any equipment that is malfunctioning should be reported immediately to your supervisor.

## EMPLOYEE SAFETY AND HEALTH

Health and Safety policies are posted in the School. All employees need to review the policies to be certain that they are followed at all times. Failure to follow these policies can result in discipline up to and including termination.

All managers, supervisors, and employees are responsible for protecting and securing School property, materials, equipment and facilities and reporting any security violations, thefts and other security-related incidents to their supervisor or Human Resources. Failure to protect, to secure, or report any such violations of any employee of the School can result in discipline up to and including termination.

Our employees are our most valuable resource, and their safety is most important to us. You are expected to report all job-related injuries or illnesses to your supervisor immediately, regardless of severity. You are also expected to:

- Obey safety rules.
- Follow safe job procedures and not take shortcuts.
- Keep work areas clean and free from slipping or tripping hazards.
- Use prescribed personal protective equipment.
- Report all safety hazards or malfunctions to a supervisor immediately.

- Use care and proper technique when lifting and carrying objects.
- Observe restricted areas and all warning signs.
- Know and follow emergency procedures.
- Report unsafe conditions to supervisors.
- Report every accident and injury to a supervisor promptly.
- Follow the care prescribed by the attending physician when treated for an injury or illness.
- Attend all employee safety meetings.
- Cooperate fully in accident investigations; serve on safety committee or other loss control activities as needed.

If you have reported a safety issue to your supervisor and you feel that the issue has not been appropriately addressed, you should report the issue to Human Resources.

To maintain a safe and healthy workplace, both management and employees must work diligently to promote safety.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

## **WORKPLACE CONDITIONS**

### **Reporting Work Place Injuries**

The School complies with appropriate federal and state laws regarding work place injuries. All work-related injuries (including injuries that arise during work related travel) must be immediately reported to your supervisor both verbally and in writing. The Supervisor is then responsible to submit the information to the Human Resources Department within 24 hours of the event. The Human Resources department will file the claim with the appropriate agency. Employees who seek medical attention for a work place injury are required to provide a return to work slip from the physician or medical facility upon returning to work.

In the event of a work place injury, the School may require drug/alcohol testing.

### **Safety Drills and Emergencies**

The Schools have safety drills and emergency procedures designed for each building. Each employee must understand the drills and procedures and be ready to follow them.

**School Building Evacuation.** In the event of an emergency evacuation, all employees must follow the Safety Drills and Emergency Procedures as determined for each building. This procedure can be found with the building's school leader. Emergency evacuation routes are located in each room of the buildings.

### **Use of Phone and Mail Systems**

Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse the School for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

The use of the School-paid postage for personal correspondence is not permitted.

### **Media Policy**

It is the policy of the School that all employees shall refrain from talking to members of the media on School-related issues. If a media representative contacts you, you are expected to refer all inquiries to your school leader or the Executive Team.

Consistency and clarity of message is critical in preserving the School's reputation throughout the business, public and press. Employees are prohibited from releasing any nonpublic School-related information outside the School in any media whatsoever including any and all social media whether general or restricted.

### **Civic and Community Activities**

The School encourages employees to participate in various civic and community activities unless participation interferes with job responsibilities. These activities should be pursued in a responsible manner that reflects favorably upon employees and the School.

### **Visitors in the Workplace**

To provide for the safety and security of employees and students and the facilities at the school, only authorized visitors are allowed in the workplace. Personal visitors are not allowed unless authorized in advance by the school leader. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

A visitor will be considered unauthorized if the visitor did not enter the school through the main entrance, register as a visitor in the front office, or receive permission to proceed to any other location in the building.

Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

Please consult your school leader for more detailed explanation of visitor protocols.

## **GIFTS AND FAVORS**

No employee is to accept a commission, gift or anything of value above twenty-five dollars (\$25.00) from individuals, groups, clubs or companies within or outside the School that are supplying, or seeking to supply, material or services required in the operation of the School. Acceptance of such gifts may be cause for dismissal. Employees may attend business luncheons with supervisor approval.

The School considers the presentation of gifts to employees by students and parents/guardians above twenty-five dollars (\$25.00) an undesirable practice because this tends to embarrass students with limited means and gives the appearance of currying favors.

Generally, the school leader will approve all gifts of any kind intended for a student from any employee to any student(s), for any reason.

## **JOB PERFORMANCE EVALUATIONS**

Virtual Preparatory Academy of Pennsylvania is committed to attracting and retaining a qualified and competent workforce. Employees typically will receive an annual written performance review and may receive additional performance evaluations at other intervals. Written performance reviews will be based on your overall performance in relation to your job responsibilities, your achievements and work behavior. Informal performance discussions typically occur throughout the year and encourage open supervisor-employee communication.

A positive performance review does not guarantee either an increase in compensation or continued employment. Raises, if given, may be based on a number of factors, such as the School's performance, the School's performance, department or group performance, and individual performance.

## **SOLICITATIONS AND DISTRIBUTION OF LITERATURE**

Virtual Preparatory Academy of Pennsylvania strives to maintain a professional environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

In an effort to ensure a productive and harmonious work environment, solicitation of any kind by an employee of the School is prohibited while he or she is on working time. This means that any type of solicitation is prohibited if the employee is doing the solicitation or the employee being solicited is on work time.

Distribution or acceptance of literature by an employee is prohibited while he or she is on working time and is also prohibited in any working area of the facility whether an employee is on working or non-working time. This rule includes solicitation or distribution or acceptance of literature for all purposes including lotteries, raffles, political organizations, labor organizations, fraternal organizations, and the like. Distribution of literature by any person who is not an employee of the School is prohibited. If you observe persons violating this policy, you must report the violation to your supervisor immediately. Employees who violate this policy may be subject to discipline up to and including termination.

In addition, the posting of written solicitations on School bulletin boards is prohibited

## **WORKPLACE ACCIDENTS AND WORKERS' COMPENSATION INSURANCE**

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor and/or Human Resources. If you or another employee is seriously injured, contact outside emergency response agencies. No matter how insignificant an injury may seem at the time of occurrence, you are to notify a supervisor or Virtual Preparatory Academy of Pennsylvania' Human Resources Department immediately of any workplace accident or injury.



The federal law, Occupational Safety and Health Administration (OSHA) requires that we keep records of all illnesses and accidents that occur during the workday. Employees are required to report any workplace illness or injury, no matter how slight. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your supervisor or Virtual Preparatory Academy of Pennsylvania' Human Resources Department for more information.

Workers' compensation insurance coverage is provided by s worker's compensation carrier in most states, with the exception of Washington, Wyoming, and North Dakota where coverage is provided by a state fund. Questions regarding workers' compensation insurance coverage should be directed to your supervisor or to [hr@accelschools.com](mailto:hr@accelschools.com).

# COMMUNICATIONS

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## COMPLAINT RESOLUTION PROCEDURE

Virtual Preparatory Academy of Pennsylvania is committed to providing a comfortable and productive work environment for employees. It is important that your concerns are resolved in a timely manner in an atmosphere of open communication and mutual respect. You are encouraged to follow the process below for bringing concerns to management for resolution. Employees will not be penalized for taking advantage of this procedure.

First, discuss the problem with your supervisor. If you do not believe a discussion with your supervisor is appropriate, request a meeting with an Virtual Preparatory Academy of Pennsylvania human resource specialist. In an effort to resolve the problem, the Virtual Preparatory Academy of Pennsylvania human resource specialist will consider the facts and may conduct an investigation.

Additionally, the Anti-Harassment Policy in this handbook outlines procedures for employees to report complaints of harassment and discrimination.

## INTERNET CODE OF CONDUCT

Access to the Internet has been provided to employees for the benefit of the organization. It is your responsibility to use the Internet in a productive manner. The following guidelines have been established for using the Internet.

### **Acceptable Use of the Internet**

You should use the internet in an effective, ethical, productive and lawful manner. You may use the instant messaging systems and internet forums to conduct official School business or to gain technical or analytical advice. Databases may be accessed for information as needed. Email may be used for work contacts.

### **Unacceptable Use of the Internet**

You should not use the school-provided internet services for non-work-related reasons. Use of the internet must not interfere with the school's productivity or operations.

It is strictly prohibited for you to use the Internet while working for personal gain. Use of the Internet while on School or school time must not interfere with your productivity or disrupt the operations of the School network or the network of other users.

Employees may not use their personal devices for work purposes for any reason, at any time, without authorization in advance from the school leader.

### **Communications**

You are responsible for the content of all text, audio or images that you place or send over the Internet including, but not limited to, any Web-based sites or programs utilized through the School. Employees are prohibited from posting statements, photographs, and video or audio that reasonably could be viewed as malicious, obscene, and threatening or intimidating; that disparage other employees, students, families, contractors, board members, vendors, and others with whom we interact; or that might constitute harassment or bullying. Examples of this conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or School policy.

Except to the extent that you are discussing your wages, hours, or terms and conditions of employment, the following guidelines apply: All messages communicated on the Internet should have your name attached to them if they mention or refer to Virtual Preparatory Academy of Pennsylvania in any way. No messages regarding or relating to the School are to be transmitted under an assumed name. Employees may not transmit messages or other communication by means that either mask or hide their identity or indicate that they are sent by someone else if it contains information regarding the School's business.

### **Software and Copyright Issues**

Virtual Preparatory Academy of Pennsylvania intends to prevent computer viruses and unauthorized use of copyrighted materials belonging to entities other than the School or school. You should obtain prior approval before downloading any software. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the School or school, up to and including immediate termination or legal action by the copyright owner.

### **Confidentiality and Passwords**

While our systems may accommodate the use of passwords for school security, you should not expect confidentiality of your files at work. Virtual Preparatory Academy of Pennsylvania reserves the right to access your Internet use and messages at any time, without notice.

Never disclose personal or system passwords to anyone other than authorized school representatives. You are not to attempt to gain access to another employee's system, including email or voice mail messages.

### **Security**

All information created, sent or retrieved over the Internet, and transactional/analytic data is the property of the School and are not private. The School and School may access and monitor all messages and files on the computer system at any time. All communications, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. The information collected may be used as a justification for internal disciplinary action, including, but limited to demotion, suspension, or termination. Pansophic Learning is under no obligation to share that information with the employee.

## **Harassment**

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation will not be permitted.

## **Violations**

Violations of any guidelines listed in this policy may result in disciplinary action, up to and including immediate termination. If necessary, the School or school will advise appropriate legal officials of any illegal violations.

## **SOCIAL MEDIA**

Social Media is a powerful tool that has a significant impact on Virtual Preparatory Academy of Pennsylvania and the School. The Social Media policy is designed to offer practical guidance for responsible, constructive communications via social media channels. Social Media is defined as any form of media designed to be disseminated through social interactions. Examples of social media include but are not limited to the following: LinkedIn, Twitter, Facebook, YouTube, Skype, Yammer, and MySpace.

Employees are prohibited from being friends with any current students or former students under the age of 18 years old at any of our school entities, on any of their own personal social media sites.

1. Employees are prohibited from posting confidential or proprietary information about the school, employees, students or their families, board members, the School, or any other subsidiaries of the business, direct or indirect. This also includes all applicable federal requirements such as FERPA and HIPPA, as well as the Department of Education rules and regulations.
2. School logos or any other trademarked school or school-owned images or icons are prohibited from being posted on personal social mediasites.
3. Photos of students and or student activities are prohibited without prior written approval from the student's parent/guardian and the school leader of the school.
4. Employees are prohibited from discussing matters of professional life on their personal page (i.e. events during the work day, workshops, trainings, etc.).

The same laws, professional expectations, and behavioral standards that you would follow in your daily operations are expected to be followed when interacting on a social media site.

The school respects the legal rights of its employees; what you do on your own time is your affair however activities in or outside of work that negatively affect your job performance, the performance of others, or the business interests of the school or school will be reviewed on a case-by-case basis.

## **INSTITUTIONAL SOCIAL MEDIA**

Schools that have a social media page or that would like to start one must contact the Regional Vice President for their school. All school-created pages must have an officially appointed employee who is identified as being responsible for the content of the page. The page must link back to the school web site and the postings should be brief redirecting a visitor to the contents of the school site.

All posts made on the school social media site should protect the voice of the school by remaining professional in tone and of good taste.

### **Best Practices:**

- Employees are liable for anything they post to the social media site, so think twice before posting.
- Consider your audience and exercise good judgment. The social media site is available to the public; this includes prospective and current students, future employees, colleagues, and/or peers.
- Be authentic and respect copyrights and trademarks.
- Names and/or pictures of current or former students are prohibited without the written consent of the student's parent(s) or legal guardian and the school leader of the building.

Employees are liable for anything they post to social media sites. Violations of the above will result in disciplinary action up to and including termination of employment.

## **PERSONAL PHONE CALLS AND PERSONAL BUSINESS**

During business hours, you are requested to keep personal calls, including personal cell phone calls, to an absolute minimum. No long distance or charged calls, such as directory assistance, other than School business calls, are to be made from School telephones. If it is absolutely necessary that you make a personal charged call from work, you must bill it to your personal credit card or home number, or use your personal cell phone. Telephone records are subject to periodic review by management

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your availability during the day. Personal visits from friends and family members to the worksite are discouraged.

## **USE OF COMMUNICATION SYSTEMS**

Virtual Preparatory Academy of Pennsylvania provides the communication systems necessary for you to conduct business. You are expected to adhere to proper use of all communication systems. These include, but are not limited to, the telephone, email, wireless communication devices, iPads, tablets, facsimile, Internet access and other external network connections, network file share and storage systems, wide area network, School intranet, voicemail, computers, modems, systems, audio/visual equipment, and other software and equipment.

The School's computing and communications systems are to be used in a productive manner primarily for the School business.

### **No Privacy Expectations**

You should have no expectation of privacy of any correspondence, messages or information located or sent across in the School's computing and communication systems, regardless of the content or purpose. This includes email, social media sites, text messages, chat messages, internet searches and stored documents.

The School or school may access, monitor, copy, capture, disclose, delete, and use any communication, information or data, whether personal or business related, that is created on, stored on (permanently or temporarily), viewed on, downloaded or uploaded to, accessed by, printed from, or communicated across the school's computing and communication systems with or without notice to the employee. This includes instances where employees transmit or receive text or instant messages on school devices. All messages, regardless of content or the intent of the sender, are a form of school correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other school correspondence.

Email communications must be written following customary business communication practices as is used in correspondence. Email communications are official internal school communications that may be subject to summons in legal proceedings. Work-related messages should be directed to the specific employee(s) rather than sending a global message to all employees. It is the employee's obligation to notify any third parties affected by this policy of the School's policies regarding monitoring employee communications.

Communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions, transmission or postings of sexually explicit images or other images or materials inappropriate for the workplace, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental/intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation are also prohibited.

Unless authorized by personnel with the authority to grant such authorization, any attempt to gain access to another employee's personal communications system and messages is prohibited.

## **WIRELESS COMMUNICATION DEVICE USE GUIDELINES**

Virtual Preparatory Academy of Pennsylvania provides wireless communication devices, including hands-free devices, to Employees who have a job-related need for them. These devices are the property of Virtual Preparatory Academy of Pennsylvania. The following guidelines must be followed:

- Employees are expected to carry wireless communications devices as directed by their supervisor.
- Employees are responsible for lost or stolen wireless communications devices and must report such losses immediately.
- Employees are responsible to take care of these devices and may be responsible for repairs, depending on the nature of the damage.
- Upon termination of employment for any reason, the employee must return all School-issued property.

### **Safety Concerns**

The School values its employees and the safety of others, and expects employees to put safety first while driving for work purposes. Employees are prohibited from using wireless communication devices while driving unless using a hands-free device. Texting (including composing, sending, or reading) while driving is strictly prohibited. You are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call or before reading or writing e-mail or text messages. You should take special care in situations where there is heavy traffic, inclement weather or you are driving in an unfamiliar area.

You are expected to know and follow all local and state laws related to using communication devices while driving. Employees are responsible for all traffic violations and consequences resulting from the use of communication devices while driving for work.

### **No Use of Camera Phone**

Use of the camera feature on cellular phones or other communication devices presents risks to the school, potentially compromising student information, the privacy of your co-workers, or proprietary information. Use of this feature is banned from all areas on school property or other areas during work-related functions, unless authorized in advance by your supervisor.

### **Cellular Phone Policy**

The school provides employees with efficient, cost effective telephone communication equipment and services. The purchase and use of school-owned cellular telephones shall be limited to the requirement and specifications contained in this policy.

The acquisition of school-owned cellular telephones shall be limited to those instances in which there is a demonstrated need for such equipment to perform essential school business or to improve safety, increase productivity, or in situations in which necessary communications cannot be provided by any other means. The purchase of School-owned cellular telephones shall be subject to written approval by your school leader. An employee has no right or expectation of privacy in using a school-provided cell phone, including voice mails.

**a. Use of School Owned Cellular Phones** Cellular telephone calls are more expensive than those using ordinary telephone services. These higher costs shall be weighed against the level of employee need and expected usage. Cellular phones shall be used only when a lower cost alternative is unsafe, inconvenient, or not readily available.

Cellular transmissions can be overheard by others. Discretion is to be used in discussing confidential information using cellular communication. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment. Cellular phone usage must comply with the School's "Mobile Device Security Policy" below.

Employees cannot add, modify, or remove cellular telephone equipment or services. The School's Information Technology Department is responsible for adding, modifying, or removing cellular telephones and services. Employees may request authorization for changes from their supervisor. All school-owned cellular telephone purchases, including hardware or software shall be made according to policies established by the Operations and IT departments. You are expected to follow applicable state or federal laws or regulations regarding the use of electronic devices at all times. Telephone records are subject to periodic review by management.

#### **b. Personal Use**

The School recognizes that occasions arise in which personal calls need to be made or received on a cellular telephone. However, it is intended that cellular telephones be used for school business-related purposes. Personal calls are to be minimized. Calls home or to the family, etc. by school staff when required to work extended hours shall be considered business calls.

Cellular phones must not be taken on vacation or used when an employee is off duty unless there is a school-related purpose in doing so. Telephone records are subject to periodic review by management.

The School reserves the right to monitor the billing and use of all school-owned cellular telephones and has the authority to withhold any un-reimbursed amount from the employee's wages.

#### **c. Reimbursement for Personal Calls**

Employees shall be responsible for reimbursing Accounts Payable for personal calls noted on the monthly cellular service billing.

#### **d. Termination of Use of School Owned Cellular Phones**

If the conditions of this policy are violated by the employee, the school leader shall terminate the use of school-owned cellular phones by the employee.

#### **Policy for Employee-Owned Cellular Phones**

It is School policy to allow employees to bring personal cellular telephones. Making and receiving personal calls should be limited. Use of personal cellular telephones should not result in additional costs to the School and should not interfere with performance of employee duties or normal business operations. Employees are trusted to exercise good judgment in both the duration and frequency of such calls. The School does not normally reimburse employees for personal cellular phone charges.

Employees may not use their personal devices for work purposes for any reason, at any time, without authorization in advance from the school leader.



Upon resignation or termination of employment, or at any time upon request, you may be asked to produce your personal device(s) for inspection. All school or school data on personal devices will be removed by IT upon termination of employment. Failure to follow policies and procedures may result in disciplinary action up to and including termination of employment.

### **Mobile Device Security Policy**

Mobile devices must be appropriately secured to prevent sensitive or confidential data from being lost or compromised, to reduce the risk of spreading viruses and to mitigate other forms of abuse of the School's computing and information infrastructure. Any approved device is required to have an anti-virus, mobile device management (MDM) and "remote wipe" software installed. This MDM software will store all School-related information, including calendars, emails and other school-related applications in one area that is password-protected and secure. The IT department must approve any personal device and install all required software prior to the device being used for work-related activities. A mobile device includes but is not limited to a laptop, flash drive, MP3 player, CD's DVD's, portable hard drives, tablet, smart phone, or digital camera.

Employees must follow these mobile device security policies:

1. All School issued mobile devices must have encryption turned on.
2. Device authentication must be turned on, on all mobile devices and must have password protection on at all times.
3. Bluetooth capabilities on all mobile devices must be disabled when they are not actively transmitting information. All Bluetooth devices must always be in the "hidden" mode.
4. Whenever possible, all mobile devices must be password protected. Choose and implement a strong password and following policies established by Information Technology for password complexity.
5. The physical security of these devices is the responsibility of the employee to whom the device has been assigned. Devices shall be kept in the employee's physical presence whenever possible. Whenever a device is being stored, it shall be stored in a secure place, preferably out-of-sight.
6. If a mobile device is lost or stolen whether that device is school property or personally owned any device that contains school data must promptly report the incident to the IT Department/Help Desk and proper authorities. Also, be sure to document the serial number of your device now, for reporting purposes, in the event that it is lost or stolen.
7. Sensitive or confidential documents audio, and video, if stored on the device, must be encrypted if possible.
8. Mobile device options and applications that are not in use must be disabled.
9. Sensitive and confidential information must be removed from the mobile device before it is returned, exchanged, or disposed.
10. All mobile devices must have enabled screen locking and screen timeout functions.
11. No personal information shall be stored on mobile devices unless it is encrypted and permission is granted from the data owner.
12. Before a mobile device is connected to the IT systems, it shall be scanned for viruses (the user risks having files on the device deleted if any viruses are detected). If media mobile device is used for transitional storage (for example copying data between systems), the data shall be securely deleted from the mobile device immediately upon completion.

13. You should have no expectation of privacy of any correspondence, messages or information located or sent across the School's computing and communication systems, regardless of the content or purpose or whether the device is personal or business. This includes email, social media sites, text messages, chat messages, internet searches and stored documents.
14. Cloud-based applications or backup that allows school-related data to be transferred to unsecure parties are prohibited. Additionally, personal devices may not be synchronized to other devices that have not been authorized. Making any modifications to the device hardware or software beyond authorized and routine installation updates is prohibited unless approved by IT. You may not use unsecure Internet sites."
15. Violation of these technology policies is a serious offense and may result in disciplinary action up to and including termination.

# EMPLOYEE BENEFITS

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## HOLIDAYS

Full-time employees are eligible for paid holidays during each calendar year.

Virtual Preparatory Academy of Pennsylvania' Holiday Calendar observes the following holidays each year\*.

July 4:	Independence Day	January 1:	New Year's Day
Sept 2:	Labor Day	January 20	Martin Luther King Day
November 28:	Thanksgiving Day	February 17:	Presidents Day
November 29:	Day after Thanksgiving	May 25:	Memorial Day
December 25:	Christmas Day		

\*Holidays unique to a school are identified in each School's calendar.

These days are paid days off for full-time 12-month staff, as well as full-time 10-month hourly staff if the holiday falls on a regularly scheduled workday. A paid holiday does not count as a day worked in calculating overtime for the week.

Additional days off for instructional staff (Teachers, Instructional Aides) will be communicated by the school leader at the start of the school year.

When holidays fall or are celebrated on a regular workday, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of the school.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the school.

## PAID TIME OFF (PTO)

Virtual Preparatory Academy of Pennsylvania offers Paid Time Off (PTO) for full-time regular employees to use for illness, personal business or unexpected emergencies. The number of PTO days provided depends on the employee's role and is shown in the tables below. All full-time regular employees will earn PTO beginning with their date of hire. PTO accrues based on total hours worked, up to 40 hours in a workweek. Employees will not earn PTO while on any type of leave.

x

10-Month Instructional Staff: Annual PTO Eligibility					
	Date of Hire				
	July 1 - September 30, 2019	October 1-31, 2019	November 1 - December 31, 2019	January 1 - March 31, 2020	April 1 - June 30, 2020
Personal Days	2	2	2	1	1
Sick Days	5	4	3	2	0

Modified 10-Month Staff: Annual PTO Eligibility (Academic Coaches, RESA Coordinators, Guidance Counselors, Social Workers)					
	Date of Hire				
	July 1 - September 30, 2019	October 1-31, 2019	November 1 - December 31, 2019	January 1 - March 31, 2020	April 1 - June 30, 2020
Personal Days	2	2	2	1	1
Sick Days	5	4	3	2	0

12-Month Administrative and Operational Staff: Annual PTO Eligibility			
Completed School Years Worked*	Date of Hire		
	July 1, 2019– September 30, 2019	October 1, 2019 – November 16, 2019	On or After November 19, 2019
Date of Hire through End of 2nd Year	15	10	5
Start of 3rd Year through End of 6th Year	18		

Start of 7th Year and Continuing Thereafter	20	
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\* School Years Worked is defined as uninterrupted employment in consecutive school years.

On non-instructional days that are not designated as School holidays, 12-month employees are to utilize PTO if time off is required.

**Unused PTO: All Staff**

- Unused PTO days will not be paid out upon resignation or termination during the School Year.
- Employees who work until the end of their scheduled term during the School Year and remain in good standing throughout the employment term may receive payment for unused PTO days.

Work and Pay Schedule	All Staff: Maximum Unused PTO Payout
10-month salaried	5 days @ \$150/day
10-month hourly	5 days, calculated based on regular daily rate and not to exceed \$175/day
12-month salaried	
12-month hourly	

Employees requesting PTO must do so in writing, and obtain their supervisor’s approval in advance. Where possible, employees are expected to provide at least 5 business days’ advance notice to their Supervisor so that the school may schedule work and plan for business requirements. If advance notice is not possible due to an emergency situation, employees still must follow the established call-off procedure.

The use of PTO days will not be approved during the following: the first four weeks or last two weeks of the School Year; the day before or day after a holiday break; during state and/or district level testing; during in-services/professional development days; or on any other “blackout” date designated by the school. Except in extraordinary circumstances, Instructional Staff may use no more than three (3) consecutive student contact days.

Pay for PTO days will be paid on the regular pay cycle and on actual straight time hours worked. No overtime hours are included in PTO calculations. PTO days are not considered hours worked when calculating overtime hours.

If there are conflicting dates, preference generally will be given to the employee who has the most tenure. A more junior employee who already has an approved PTO schedule will not, however, be bumped by a more tenured employee.

If planned PTO has to be canceled due to the needs of the School and you are unable to reschedule the time off within the year, the School reserves the option of paying you in lieu of taking the canceled PTO or allowing you to reschedule your time off.

In certain circumstances, employees may be permitted to donate their PTO days to other eligible employees. Contact Human Resources for more information regarding PTO day donation.

Absences from work that are not covered by PTO or another type of authorized leave will be considered unpaid and unexcused, and may result in disciplinary action, up to and including termination of employment.

Upon separation of employment, if you have taken unearned PTO time, you agree to repay any

such amounts and you will be required to complete an authorization form to allow deductions from your final paycheck, to the extent permitted by law.

Unused PTO days will not be paid out upon resignation or termination during the School Year.

## ULTIPRO® ONLINE SERVICES

Visit UltiPro® online to access training, secure personal information and work tools. To access the system the first time, please log in to <https://e42.ultipro.com>. Please type the address into the address bar; do not google UltiPro®. Follow the steps below to log in and begin using the UltiPro® Employee Service Center:

Step 1:

- **Your User Name** is your last name, the capitalized first initial of your first name, and the last two digits of your birth year.
- **Your initial password** is: Birthdate entered as mmddyyyy (no spaces or dash just numbers).

You will be asked for an access code that will be sent to your primary telephone number by text, telephone call, or to your primary email address on file. Enter you access code and then enter your numerical birthdate password once more. You will then be asked to change your password, the requirements are listed on the page and as you fulfill the requirements they will be greyed out. Must be at least 8 characters, and contain 1 uppercase letter, 1 lowercase letter, 1 number and 1 special character. You will also be asked to provide 3 security questions and answers that will aid you should you lock yourself out of Ultipro® in the future. For your security, you will be asked for an access code every time you log into the Ultipro Online Service.

Please make a note of your credentials, so that you can log in at any point in time to view pay stubs or update information.

Your personal information is accessible only to you through multiple layers of security and industry-standard data encryption. Since payroll information and other sensitive data are accessible through your account, it is important you do not share your username and password with others.

Benefits questions may be directed to LSG Insurance Partners at [openenrollment@lsgip.com](mailto:openenrollment@lsgip.com) or [888-839-3100](tel:888-839-3100). Representatives are available Monday through Friday 8:30 am to 4:30 pm EST.

## LEAVE OF ABSENCE

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For additional leave of absence policies, see State Addendums.

### **FMLA**

This Policy is in effect only where Virtual Preparatory Academy of Pennsylvania is a covered employer under applicable federal law.

As provided under the Family and Medical Leave Act (“FMLA”), Virtual Preparatory Academy of Pennsylvania provides unpaid family and medical leaves of absence to eligible employees.

#### **Eligible Employee**

To qualify to take family and medical leave, you must meet the following requirements the date your leave is to begin:

1. You are an active full-time or part-time employee who works at a Virtual Preparatory Academy of Pennsylvania worksite where 50 or more Virtual Preparatory Academy of Pennsylvania employees work within a 75-mile radius of that worksite;
2. You have been employed by Virtual Preparatory Academy of Pennsylvania for at least 12 months in the preceding 7 years; and
3. You have worked 1,250 hours during the 12-month period immediately before the beginning of the leave.

In determining eligibility for employees returning from military service, such employees will be given credit for the months served and the hours of service that would have been performed if not for the absence caused by active service.

#### **Approved Reasons for Leave**

FMLA leave may be taken for the following reasons:

1. The birth of an employee’s child or care for the newborn child;
2. The placement of a child with the employee for adoption or state-approved foster care;
3. The employee’s own serious health condition or the care of an employee’s spouse, child or parent (“family member”) who has a serious health condition. A “serious health condition” is an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. The continuing treatment requirement is met where an employee is out of work due a) to an incapacity of more than three consecutive, full calendar days and during which the employee visits a health care provider on at least one occasion; b) to an incapacity caused by pregnancy or prenatal care; a chronic condition, or long-term conditions; or c) to absences for multiple treatments.
4. The employee’s care of a “covered service member” who has sustained a serious injury or illness during active duty (“military caregiver leave”). The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member. A “covered



service member” means a member of the Armed Forces, National Guard, or Reserves, who is undergoing medical treatment, recuperation or therapy, is in out-patient status, or is on the temporary disability retired list for serious injury or illness. A “covered service member” also includes a covered veteran of the Armed Forces, National Guard, or Reserves, who was discharged or released within five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy for a serious injury or illness. For covered veterans who were discharged or released under conditions other than dishonorable prior to March 8, 2013, the time period between October 28, 2009 and March 8, 2013 will not be counted towards the determination of the five-year period for covered veteran status. A “serious injury or illness” for military caregiver leave includes an injury or illness that was incurred or aggravated by the covered service member on active duty in the Armed Forces and in the case of a covered veteran, manifested itself before or after the member became a veteran.

5. The employee’s responding or attending to a “qualifying exigency,” arising out of a military member’s active duty or notification of an impending call or order to covered active duty in the Armed Forces, National Guard or Reserves in a foreign country. A “military member” includes a spouse, son, daughter, or parent of the employee. A “qualifying exigency” includes the following:
  - a. Short-notice deployment where a covered military member is notified of a call or order to active duty seven or less calendar days prior to the date of deployment;
  - b. Military events and related activities sponsored by the military;
  - c. Childcare and school activities, where necessary to arrange for alternative childcare, provide childcare on an immediate need basis, enroll in a new school or day care or attend meetings with school officials;
  - d. Financial and legal arrangements to address the covered military member’s absence;
  - e. Counseling of eligible individuals by someone other than a health care provider;
  - f. Rest and recuperation, for purposes of spending up to 15 days with a covered military member who is on short-term, temporary, rest and recuperation leave;
  - g. Post-deployment activities;
  - h. Parental care, including arranging for alternative care, providing care on an immediate need basis, admitting to or transferring the parent to a care facility where the military member’s parent is incapable of self-care and the need to provide such care arises out of military member’s active duty or call to active duty; and
  - i. Other activities related to the military member agreed upon between you and Virtual Preparatory Academy of Pennsylvania.

#### **Length of Family and Medical Leave and Qualifying Exigency Leave**

An eligible employee is entitled to a combined total of 12 workweeks of unpaid leave within a 12-month period for family and medical and qualifying exigency leave. The amount of leave available to you will be calculated by looking backward at the amount of leave taken within the 12-month period immediately prior to the first date of leave. Family and medical leave and qualifying exigency leave may run concurrent with other federal, state and local leave laws.

Leave taken for the care of a newborn child or placement for adoption or foster care must be taken within 12 months of the birth or placement of the child. If both parents are employed by Virtual Preparatory Academy of Pennsylvania, and are eligible for leave, except for leave due to your serious health condition or your spouse’s or child’s, you may both take a combined total of 12 weeks.

Leaves may be taken as an intermittent leave or a reduced schedule in the following situations:

- a. For your own serious health condition or the serious health condition of a family member when medically necessary or when the need for leave is best accommodated through scheduling.
- b. For a qualifying exigency leave.

An employee requesting intermittent leave/reduced schedule leave may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position with an equivalent hourly rate and benefits, if such a position better accommodates the need for intermittent leave/reduced schedule leave.

#### **Length of Military Caregiver Leave**

An eligible employee is entitled to a combined total of 26 workweeks of unpaid leave within a single 12-month period for military caregiver and other qualifying FMLA leave. If both a husband and wife are employed by Virtual Preparatory Academy of Pennsylvania and are eligible for military caregiver leave, the two may take a combined total of 26 weeks. Military caregiver leave may run concurrent with other leave entitlements provided under federal, state and local law.

Intermittent leave or a reduced schedule may be approved for military caregiver leave where medically necessary and where the need for leave is best accommodated through scheduling. An employee requesting intermittent leave/reduced schedule leave may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position with an equivalent hourly rate and benefits, if such a position better accommodates the need for intermittent leave/reduced schedule leave.

#### **Substitution of Paid Leave**

If you are taking family and medical leave due to your own serious health condition, you should substitute all accrued paid leave, including accrued and unused sick leave, paid vacation, paid personal time, paid time off and, if applicable, short-term salary continuation, before continuing leave on an unpaid basis. When receiving disability benefits under a disability benefit plan, the substitution of your accrued paid leave is not required.

If you take leave under this policy for reasons other than your own serious health condition, you must use all accrued paid leave before continuing on an unpaid basis. Any family and medical leave, qualifying exigency leave, military caregiver leave, whether paid, unpaid or a combination, will be counted toward the 12-week or 26-week leave entitlement, as applicable.

#### **Employee Notification Requirements**

If you expect to take family and medical leave, qualifying exigency leave or military caregiver leave, you must notify Human Resources of your intention to take leave at least 30 days in advance of the expected leave by completing a Leave of Absence Request form. If the leave is not foreseeable, you must provide notification as soon as practical. In addition, you must comply with Virtual Preparatory Academy of Pennsylvania' established absenteeism and tardiness policies.

### **Medical Certification**

Within 15 calendar days of the request, an employee who takes leave for his or her own or a family member's serious health condition, or to care for a covered service member, must submit medical certification to Human Resources detailing the reason(s) for the leave. If you fail to do so, Virtual Preparatory Academy of Pennsylvania may delay the start of the requested leave, withdraw any designation of the requested leave as FMLA leave, or deny the requested leave, and consider time taken off subject to the School's established absenteeism and tardiness policies.

If your medical certification is incomplete and/or insufficient, Human Resources may notify you in writing as to what is incomplete and/or insufficient. You will then have seven calendar days to resubmit the medical certification. Failure to provide a complete and sufficient certification by the date required may result in the denial of the requested FMLA leave.

When returning to work after being on leave for your own serious health condition, you will be required to provide a medical release.

### **"Qualifying Exigency" Leave Certification**

Within 15 calendar days of a request for qualifying exigency leave, the employee must submit written certification detailing the reason(s) for leave to Human Resources.

You may also be required to submit appropriate supporting documentation, such as a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status.

### **Job Restoration**

When returning from an authorized leave, an employee will normally be returned to the same or an equivalent position, with no loss of benefits accrued prior to leave. Absences due to leave will not be counted as time worked for the purpose of seniority or computing paid time off for vacation, sick leave or personal days. In the event your position is affected by a decision or event not related to your leave of absence (e.g., job elimination or layoff), you will be affected to the same extent as if not on leave.

Certain "key employees" as defined under the FMLA may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of the School. If applicable, Virtual Preparatory Academy of Pennsylvania will notify "key employees" in writing of their status and the conditions under which job restoration will be denied.

### **Compensation upon Return to Work**

Regular pay for 10-month salaried employees returning from Leave of Absence is subject to review and pro-ration for the remainder of the annual term. Pro-ration results when the employee's actual annual number of work days is significantly lower than the number estimated at the start of the employment term.

### **Workers' Compensation and Family and Medical Leave**

If you are eligible for FMLA and are on leave due to a workers' compensation injury that meets the definition of "serious health condition," the absence will count towards your family and

medical leave. You may be asked to provide a medical certification form to determine if your workers' compensation injury meets the definition of a serious health condition.

### **Questions about Family and Medical Leave**

If you have any questions about your rights or responsibilities under this policy, contact Human Resources. Virtual Preparatory Academy of Pennsylvania will comply with all applicable federal, state and local laws in administering this policy.

## **BEREAVEMENT LEAVE**

Full-time and part-time regular employees may take up to three (3) days off work for the death of a spouse, registered domestic partner, civil union relationship, child, parent, sibling or comparable step-relation, and up to one (1) day off work for the death of all other family members. The eligible time off will be paid. Contact your supervisor as soon as reasonable to request time off for bereavement leave.

## **CONTINUATION OF BENEFITS**

All active, full-time employees covered by the School's health policies may continue plan coverage for up to 12 weeks during an approved leave of absence, or for any longer period, as required by law.

While on leave, you must continue to pay any required contribution for health coverage, as well as make payments for any other applicable benefits that would otherwise be automatically deducted from your wages (e.g., supplemental life insurance, credit union loans, and loans). Your failure to pay any required employee contributions does not relieve you of your obligation to pay such contributions. Contact the Payroll department for details regarding employee contributions.

If you do not return to work upon expiration of the applicable 12-week period (or such longer period as required by law), coverage will terminate and you will have the opportunity to continue coverage for a limited period of time under COBRA in accordance with applicable law.

## **JURY DUTY AND WITNESS LEAVE**

If you are summoned to jury duty or to appear in court as a witness, the school will continue your pay in accordance with FLSA and applicable law. If you are summoned to jury duty, Virtual Preparatory Academy of Pennsylvania will continue your pay for 5 days of jury service per calendar year. If you are required to serve more than 5 working days of jury service in a calendar year, you will be allowed additional time off without pay to complete the jury service. The school will continue to pay for this extended period of service in accordance with FLSA and applicable law. You must notify your supervisor as soon as it is known your jury duty will be extended.

To qualify for either jury or witness duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must also submit to your supervisor a related

proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

## **MILITARY LEAVE OF ABSENCE**

A leave of absence without pay for military or reserve duty or National Guard training will be granted to employees. The employee should submit copies of military orders to his or her supervisor as soon as possible. The employee may use any accrued but unused vacation time or paid time off. Exempt employees who perform any work in a week in which they also have military duty will be paid their full salary. Eligibility for reinstatement following a military leave of absence will be determined in accordance with applicable federal and state laws.

## **WORKERS COMPENSATION AND PTO**

Any injury on the school or Virtual Preparatory Academy of Pennsylvania' premises should be reported immediately to your supervisor and human resources, and all applicable incident reports and documents must be completed and turned in to [HR@accelschools.com](mailto:HR@accelschools.com). An employee who is injured and misses work must use available PTO hours to cover the days they are absent, if they wish to be paid. Additional compensation for missed work days is subject to Ohio Bureau of Workers' Compensation or Traveler's Insurance guidelines and policies. Contact your Workers' Compensation claims adjuster for more details.

Upon return from a workers' compensation leave due to an injury, you must provide a release to return to work. Any restrictions must be noted on the release. The School will consider modifications or adjustments to help facilitate your return to work.

## **PERSONAL LEAVE OF ABSENCE**

You may be granted a leave of absence to attend to personal matters in situations in which the school determines that an extended period of time away from the job will be in your and the school's best interest.

Requests for a leave of absence or any extension of a leave should be submitted in writing to your supervisor at least 30 days prior to commencement of the leave period or as soon as is practicable. Your supervisor will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. While on approved leave, you are expected to report any change of status in your need for leave or your intention to return to work.

You may be required to use all accrued paid time off while on leave before going on unpaid leave. For information on health care coverage during a leave of absence, refer to the Continuation of Benefits policy. Benefits that accrue according to length of service, such as paid time off, holiday, and sick days, do not accrue during periods of leave.

Upon return from a personal leave due to an illness or injury, you must provide a release to return to work. Any restrictions must be noted on the release. The School will consider modifications or adjustments to help facilitate your return to work.

A personal leave of absence may not provide a guarantee of reinstatement to the same or similar position.

## **ORGAN AND BONE MARROW DONORS LEAVE**

Employees who have completed at least 90 continuous days of employment are eligible for Organ and Bone Marrow Donors Leave. An employee may request leave to donate bone marrow or an organ if the donation is medically necessary. The employee must provide written verification of the need for leave.

Employees taking eligible Organ Donor Leave are entitled to a paid leave of absence not to exceed thirty business days in any 12-month period of time, calculated from the date the employee's leave starts. An employee must use any available Sick and Vacation time for the first ten days of Organ Donor Leave.

Employees taking eligible Bone Marrow Donor Leave are entitled to a paid leave of absence not to exceed five business days in any 12-month period of time, calculated from the date the employee's leave starts. An employee must use any available Sick and Vacation time for the first five days of Bone Marrow Donor Leave.

Organ and Bone Marrow Donors Leave can be taken intermittently or continuously.

## **PREGNANCY DISABILITY LEAVE (PDL)**

Female employees (including transgender employees) who are disabled by pregnancy, childbirth or related medical conditions (including medical conditions relating to lactation) may request up to four calendar months (17 and one-third weeks) of job-protected leave per pregnancy or childbirth.

PDL can be taken intermittently or continuously.

## **SCHOOL REQUIRED LEAVE**

An employee who is required to appear at his or her child's or legal ward's school in relation to a discipline issue. If the employee has received advanced written notice from the child's or legal ward's school that mandates the employee's attendance, the employee may request time off.

The employee must give reasonable notice and may be asked to provide a copy of the school's notice.

An employee using School Required Leave is expected to use any available Vacation time. If Vacation time is not available, the leave may be unpaid.

## **VOTING LEAVE**

Employees are encouraged to fulfill their civic responsibility by voting in local, state and national

elections. If you are unable to reach your polling place outside of work hours, you may take up to 2 hours of time off to vote. You are required to provide at least 2 business days' notice to your supervisor, and evidence of voting may be required.

## **PENNSYLVANIA SPECIFIC POLICIES**

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This section is reserved for any Pennsylvania specific employee policies.



## HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the School's Employee Handbook ("the Handbook"), dated July 1, 2019, and understand that violations of the policies contained in the Handbook including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I understand I must repay the School any vacation/PTO used but not accrued at the time my employment ends, and I hereby authorize the School to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I further agree and consent to all policies contained herein and understand that the information contained in the Handbook represents guidelines for the School and that the School reserves the right to modify the Handbook or amend or terminate any policy, procedure or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration. My employment with Virtual Preparatory Academy of Pennsylvania is at- will unless a duly authorized employment agreement with Virtual Preparatory Academy of Pennsylvania provides otherwise.

I further understand that no manager, supervisor or other representative of the School, other than the president or vice president, has any authority to change my at-will status or enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be duly authorized and enforceable unless it is in writing and signed by both parties.

My signature below certifies that I understand the at-will employment relationship between the School and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Employee ID Number*

Please sign and return one acknowledgment to your supervisor and retain the other for your records.

## HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the School's Employee Handbook ("the Handbook"), dated July 1, 20XX, and understand that violations of the policies contained in the Handbook including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

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