

# EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: PROGRAMS

TITLE: ONLINE COURSES &  
THE EAST STROUDSBURG AREA  
CYBER ACADEMY

ADOPTED: AUGUST 21, 2006

REVISED: September 15, 2008  
March 16, 2009  
June 20, 2011  
December 17, 2012  
October 21, 2013  
July 21, 2014  
June 15, 2015

118.1. ONLINE COURSES & THE EAST STROUDSBURG AREA CYBER ACADEMY	
1. Purpose	<p>The Board acknowledges that information technology can increase the quantity <u>and quality</u> of educational opportunities for students, and that instances may arise whereby students may need, <u>or choose</u>, to take online coursework, <u>or participate in a non-traditional blended cyber educational setting</u>. The Board is committed to <del>providing</del><u>providing online learning options <del>online courses</del> to promote high academic achievement for students in selected situations as stated in this policy. for all students in the District.</u></p>
2. Definitions	<p>The School District shall offer online courses <u>and programming</u> subject to the terms, conditions and limitations contained in this Policy.</p> <p>The following terms, when set forth in this Policy shall have the meaning set forth in the following definitions<sup>1</sup> unless the context clearly indicates otherwise:</p> <ul style="list-style-type: none"> <li>a. “Applicable Law” means any applicable federal or state statute, regulation or standard and any applicable local law or ordinance.</li> <li>b. “Facilitators” means <u>Board approved PA certified teachers, with School District staff given priority over non-School District staff, providing student instruction and educational guidance primarily through web based programing as a schedule B employee.</u></li> <li>c. “Including” and “Includes” mean inclusive of but not limited to and/or by way of example and not limitation.</li> <li>d. “Parent” or “Parental” means the Parent or legal guardian of the student or the resident with whom the child is residing if the child has been enrolled in accordance with the affidavit procedure of Section 1302 of the School Code, or any other adult standing in the position of a Parent or guardian if the Parents or guardian are otherwise not available.</li> <li>e. “School District” means the East Stroudsburg Area School District.</li> </ul>

<sup>1</sup> The terms from the Definition section are provided in initial capital letters throughout this Policy.

<p>3. Authority</p>          <p>4. Delegation of Responsibility</p>	<p>f. “Superintendent” means, as applicable, the Superintendent of Schools of the School District, any acting Superintendent, any Interim Superintendent, or the designee of any of them.</p> <p><u>g.</u> “East Stroudsburg Area Cyber Academy” means <u>a web-based online educational program that creates, offers, and facilitates, online learning courses with blended opportunities created available to all students, <del>and</del></u> operated by the East Stroudsburg Area School District in accordance with this policy.</p> <p><u>g-h.</u> “Cyber Coaches” means <u>full-time Board approved PA certified teachers who provide coaching and guidance to cyber students within the Blended building and online.</u></p> <p>The Board authorizes the development and/or purchase of School District operated and maintained online coursework.</p> <p>The Superintendent or designee shall:</p> <ul style="list-style-type: none"><li>a. Be responsible for the implementation of the online courses and East Stroudsburg Area Cyber Academy offered by the School District in accordance with the terms, conditions and limitations contained in this Policy;</li><li>b. Ensure that the online courses and East Stroudsburg Area Cyber Academy are in compliance with Applicable Law; and</li><li>c. Ensure that written administrative regulations or protocols, <del>Including</del>including required forms, are developed and adhered to in order to guide the day-to-day delivery of online courses and the East Stroudsburg Area Cyber Academy.</li></ul> <p><u>Cyber Coaches. Instruction shall be provided within the Blended building by Cyber Coaches who shall be subject to: the following terms and conditions; other applicable Policies of the School District; and any applicable collective bargaining agreement or administrative compensation plan:</u></p> <ul style="list-style-type: none"><li><u>a. Certification. Cyber Coaches shall be certified in accordance with Applicable Law.</u></li><li><u>b. Training. Cyber Coaches shall undergo School District provided training prior to beginning instructional duties.</u></li><li><u>c. Supervision. Cyber Coaches shall be supervised by the East Stroudsburg Area Cyber Academy Administrator and follow the same requirements as provided for other professional teaching staff.</u></li><li><u>d. Compensation. Compensation for this position shall be in accordance to the current collective bargaining agreement.</u></li></ul>
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5. Guidelines

~~C~~Course Facilitators. Instruction shall be provided by Facilitators who shall be subject to: the following terms and conditions; -other applicable Policies of the School District; and any applicable collective bargaining agreement or administrative compensation plan:

~~a.e.~~ Certification. Facilitators shall be certified in accordance with Applicable Law.

~~b.f.~~ Training. Facilitators shall undergo School District provided training prior to beginning instructional duties.

~~e.g.~~ Supervision. Facilitators shall be supervised by the East Stroudsburg Area Cyber Academy Administrator and follow the same requirements as provided for schedule B employees.

~~d.h.~~ Compensation. Compensation for preparing, developing and facilitating shall be at the Board approved curriculum rate.

e. Right of First Refusal. A School District bargaining unit member will have the right of first refusal before the School District employs an instructor or vendor outside the bargaining unit for virtual/online course facilitation.

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~~Online Course and~~ East Stroudsburg Area Cyber Academy Enrollment (Full-Time Blended Students). Except as otherwise provided in this Policy, enrollment in ~~either an online course or~~ the East Stroudsburg Area Cyber Academy shall be subject to the following terms, conditions and limitations:

a. Non-Open Enrollment. East Stroudsburg Area Cyber Academy is not an open enrollment program and the District does reserve the right to refuse enrollment when it is determined the nature of the online learning environment and related programming is deemed incompatible with a student's learning needs.

b. Equity and Access. Despite the web-based and online nature of our District's cyber program, the District will ensure that students with disabilities enjoy equal access to the educational benefits and opportunities offered by the technology, as well as the equal treatment of such technology. Students with disabilities shall not be excluded from, or be denied the benefits of, the web-based and online program based on the basis of disability as long as their respective committee of knowledgeable persons determines that the program, in every manner, is appropriate to provide them FAPE with or without the provision of appropriate and individualized accommodations, modifications, aids, and/or services. Such a determination may be made in the initial application process, or after the student has participated in the program for some time.

~~a.c.~~ Signed Consent Form. A student may be enrolled in ~~an online course or~~ the East Stroudsburg Area Cyber Academy on a full-time basis, only if the student's Parent and the student have signed a written consent in a form developed by and satisfactory to the School District. In the case of an emancipated minor, said consent form shall be sufficient if signed only by the student.

~~b.d.~~ Parental and Student Responsibilities. Parents and students must sign an agreement to uphold the following responsibilities. If this agreement is breached, a meeting with Parents, student, and East Stroudsburg Area Cyber Academy Administrator must take place to decide if the student will remain in the East Stroudsburg Area Cyber Academy ~~course(s)~~ as a full-time blended student, or return to their traditional brick and mortar school. The student and his/her Parent(s), as applicable, shall have the following responsibilities:

- i. Must provide for the duration of the course or enrollment in the East Stroudsburg Area Cyber Academy necessary ~~computer hardware, software and~~ online connectivity, ~~or contact the School District Administration requesting that the administrators review and consider whether the student qualifies for the School District to loan the hardware or software, or pay a stipend for internet connectivity;~~
- ii. Compliance with all Applicable Law and/or the policies of the School District, ~~including~~ the Code of Student Conduct and the Acceptable Use of the Computers, Network, Internet, Electronic Communications and Information Systems Policy #815, and Data Breach Notification Policy #830 and Administrative Regulation 830-AR.
- iii. Compliance with all course requirements, ~~including~~ course and test requirements established by vendors of commercially prepared courses in which the student is enrolled.

~~iii.~~ iv. Full-time cyber students must maintain daily attendance in accordance to district policy.

East Stroudsburg Area Cyber Academy Enrollment (Part-time Students). Except as otherwise provided in this Policy, enrollment in individual online courses offered through the East Stroudsburg Area Cyber Academy, for the reasons of credit recovery or schedule conflict, shall be subject to the following terms, conditions and limitations:

- a. School Counselor Assignment. Any student in need of a credit recovery course or any student who experiences a schedule conflict, and is in need of a course delivered through the cyber program, shall be assigned such a course through the brick and mortar school counselor.

b. Course Requirements. All courses provided through the East Stroudsburg Area Cyber Academy for the purposes of credit recovery or schedule conflicts, shall align with all brick and mortar marking period due dates.

Limitations on Offerings, Enrollment and Withdrawals.

- a. The School District shall have total discretion to determine for any semester or school year: (i) the grade levels for which online courses will be offered; (ii) the number of online courses offered; and (iii) which online courses are offered.
- b. Online courses shall be as per the prerequisite recommendations for courses as listed in the applicable program of studies. The listing of an online course in the program of studies or other publication(s) of the School District shall not guarantee that the course will be offered in any semester or school year.
- c. The East Stroudsburg Area Cyber Academy Administrator shall determine if an online course will be offered, taking into consideration the number of participants enrolled.
- d. If a course is not available at the student's school, a student can pursue the course online if: ~~(a) the required Parental consent is provided to the School District;~~ (b<sub>a</sub>) the course is being offered online; ~~(e<sub>b</sub>)~~ the student is recommended for the online course by the applicable department chairperson, guidance school counselor, and, when appropriate, the teacher; and ~~(e<sub>c</sub>)~~ the cyber principal ~~and student's building principal~~ approves after taking into consideration the recommendations, the student's achievement record, the appropriateness of the course, and other relevant criteria.
- e. The school district shall supply to each student enrolled in the Cyber Academy the supplies and equipment that are deemed necessary for implementation of the approved instructional program, less the required online connectivity from home or otherwise noted materials.
- f. No student may enroll in ~~any online course or in~~ the East Stroudsburg Area Cyber Academy as a full-time student offered by the School District if the student does not have the ~~necessary hardware, software and~~ internet connectivity to permit the student to participate fully.
- g. Withdrawal from Online Courses.
  - i. To withdraw from an online course provided through the East Stroudsburg Area Cyber Academy developed by the School District, the student shall comply with the School District's withdrawal policy.
  - ii. Notwithstanding anything in this or any other Policy to the contrary, no student may withdraw from an online course unless the student obtains the

prior approval of the building ~~school counselor~~ ~~principal~~ and East Stroudsburg Area Cyber Academy Administrator.

Credits, Grading, Testing and Class Rank.

a. Credit earned for School District approved online courses shall be counted for purposes of class rank, GPA, or honor roll only if facilitated and assessed by a School District employee or approved provider.

~~b. Major or culminating course assessment and, when applicable, major examinations, including the mid-term and final, must be taken in the East Stroudsburg Area Cyber Academy setting and proctored by the Facilitator of the online course. All such assessments and examinations shall take place after school hours and must begin no more than thirty (30) minutes after dismissal.~~

~~b.~~

IEP's and GIEP's. Nothing in this Policy shall be construed in a way that is in violation of any Applicable Law or in violation of what may be contained in any IEP or GIEP that is developed in accordance with the law.

Related Services. Related services are those needed in order for the student to benefit from his educational program. Some related services can feasibly and appropriately be provided to the student on a web-based or online basis, while some services, such as occupational therapy, may require in-person delivery of services. Students enrolled as full-time cyber students will receive said services within the blended school building as scheduled.

Online Homebound Instruction. The provisions of this Policy shall apply to students on homebound instruction. In addition, the following additional terms, conditions and limitations shall be applicable to online courses available to students receiving homebound instruction.

~~a. At the request of the homebound instructor, and with the approval of the building principal, online courses may be used to supplement homebound instruction.~~

b. The cumulative instructional time allotted for instruction/facilitation for each homebound student shall be limited to the amount of time determined on the Homebound Instruction Request form.

c. The School District may offer online courses to students, upon such terms and conditions that the School District shall determine, to students who have been expelled or placed on disciplinary homebound instruction.

~~d. Major or culminated course assessment and, when applicable, major examinations, including the mid term and final, shall be proctored by the homebound instructor.~~

Remedial Summer School. The provisions of this Policy shall apply to summer school courses offered online. In addition, the following additional terms, conditions and limitations shall be applicable to online summer school courses.

a. The School District's summer school policies and procedures shall apply to the extent that they are not inconsistent with this Policy.

b. Students are required to pay the full cost of tuition for online summer school courses.

c. Students will not be allowed to accrue summer school credits for purposes of early graduation.

~~d. Major or culminating course assessments and, when applicable, major examinations, including the mid term and final, shall be proctored by the Facilitator of the online course.~~

e. Online summer school remediation courses shall count towards class rank and GPA.

~~d.~~

~~Online summer school remediation courses shall count towards class rank and GPA.~~

East Stroudsburg Area School District / East Stroudsburg Area Cyber Academy. All provisions of this Policy shall apply to the East Stroudsburg Area Cyber Academy. In addition, the following terms, conditions and limitations apply to the East Stroudsburg Area Cyber Academy:

a. The Superintendent or designee shall establish a District East Stroudsburg Area Cyber Academy, Including the development of all necessary written rules and regulations, in which School District students may enroll subject to the terms, conditions and limitations of this Policy.

~~b. Only School District students enrolled in grades 6 to 12 are eligible to enroll in the East Stroudsburg Area Cyber Academy.~~

c. Students who enroll in the East Stroudsburg Area Cyber Academy:

i. May graduate from the School District only if they fulfill all graduation requirements of the School District;

~~ii. Shall fulfill their academic requirements exclusively within the East Stroudsburg Area Cyber Academy;~~

<p>Pol. 110 SC 801</p>	<ul style="list-style-type: none"><li>iii. Shall comply with all applicable School District policies, <del>including</del> participating in online learning for 990 hours per academic year, or 27.5 hours per week;</li><li>iv. Shall be eligible to participate in extracurricular activities, interscholastic athletics, and vocational-technical education;</li><li>v. Shall be provided transportation for extracurricular activities, interscholastic athletics and vocation-technical education to and from the same locations established for students attending the traditional high school; and</li><li>vi. Shall have their GPA ranked with their cohort class and be eligible for any awards, scholarships or privileges based on GPA ranking.</li></ul> <p>Nothing in this Policy shall be construed in a way that is inconsistent with any Applicable Law or with the governing documents of any applicable governing organization, Including the Pennsylvania Interscholastic Athletic Association (“PIAA”).</p>
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