



Pennsylvania
DEPARTMENT OF EDUCATION

Model Memorandum of Understanding

Memorandum of Understanding Between

West Goshen Police Department
(Law Enforcement Authority)

and

21ST Century Cyber Charter School
(School Entity)

July 1, 2023 through June 30, 2025
(Date)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter - Memorandum):

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

B. This Memorandum establishes procedures to be followed when certain incidents— described in Section II below - occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a

safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the - Safe Schools Act, as amended, 24 P.S. §§13-1301-A-13-1313-A.
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.
3. Information from Student Records
 - a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
 - i. Criminal History Record Information Act, 18 Pa C.S. §1901*et seq.*
 - ii. The prohibition against disclosures, specified in section IV (C)(S) of this Memorandum.
 - b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:
 - i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. §99,1*et seq.*, and 22 Pa. Code §§12.31-12.33, including any amendments thereto.
 - ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§13-1303-A and 13-1313-A, and any amendments thereto.
 - iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. §13-1303-A, and any amendments thereto.
 - c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office¹ - what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

¹ Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.
3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.
4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Create a safe learning environment.
3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.
5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charges may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored

activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

- a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):
 - i. Section 908 (relating to prohibited offensive weapons).
 - a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. §908 (c) (relating to definitions).
 - b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.
 - ii. Section 912 (relating to possession of weapon on school property).
 - a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchaku, stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.
 - b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.
 - iii. Chapter 25 (relating to criminal homicide).
 - iv. Section 2702 (relating to aggravated assault).
 - v. Section 2709.1 (relating to stalking).
 - vi. Section 2901 (relating to kidnapping).
 - vii. Section 2902 (relating to unlawful restraint).
 - viii. Section 3121 (relating to rape).
 - ix. Section 3122.1 (relating to statutory sexual assault).
 - x. Section 3123 (relating to involuntary deviate sexual intercourse).
 - xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(i)(v) (relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§780-101- 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the term controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. §780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. §9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

8. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

i. Section 2701 (relating to simple assault).

ii. Section 2705 (relating to recklessly endangering another person).

iii. Section 2706 (relating to terroristic threats).

iv. Section 2709 (relating to harassment).

v. Section 3127 (relating to indecent exposure)

- vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
- vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).
- viii. Chapter 39 (relating to theft and related offenses).
- ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
- x. Section 5503 (relating to disorderly conduct).
- xi. Section 6305 (relating to sale of tobacco).
- xii. Section 6306.1 (relating to use of tobacco in schools prohibited).
- xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

b. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (a).

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.
2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

D. Notification of the Law Enforcement Authority when incident involves children with disabilities

1. If a child with a disability commits an incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).
2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police

intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection Band the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§14.133, 15.3 or 711.46.
4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

[Describe any specific procedures to be followed for incidents involving a student with a disability having an IEP as required by 22 Pa. Code §14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

See attached 21st Century Cyber Charter School's Policy #6005.

- E. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
1. Whether the incident is in-progress or has concluded.
 2. Nature of the incident.
 3. Exact location of the incident.
 4. Number of persons involved in the incident.
 5. Names and ages of the individuals involved.
 6. Weapons, if any, involved in the incident.
 7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
 8. Injuries involved.
 9. Whether EMS or the Fire Department have been notified.
 10. Identity of the school contact person.
 11. Identity of the witnesses to the incident, if any.
 12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
 13. Other such information as is known to the school entity and believed to be relevant to the incident.

- F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Law Enforcement Authority Response

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority may include:
1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident.
 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
 - e. Conduct investigation.
 - f. Exchange information.
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 2. Incidents not in progress:
 - a. Meet with contact person.
 - b. Recover any physical evidence.
 - c. Conduct investigation.
 - d. Exchange information.
 - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority

If any incident described in sections IIA or 118 is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

8. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
 - a. The student has been placed under arrest.
 - b. The student is being placed under investigative detention
 - c. The student is being taken into custody for the protection of the student.
 - d. The student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.
2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school sponsored activity.

8. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or 118 shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or 11B.

C. Scope of School Entity's Involvement

1. General principles Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to

protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

- a. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- b. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel may be present during the interview.

3. Witness

- a. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- b. In the event a witness is interviewed by the Law Enforcement Authority on school property, a guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

- a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.
- c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest

- a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.
- b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/ her subordinate(s) and/or direct supervisor(s), shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and 118. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

- a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
- b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.
- c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
- d. Where a police department fails to take action as required under clause a, the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause a.
- e. Where there are discrepancies between the School Entity's incident data and the police incident data, the following shall occur:

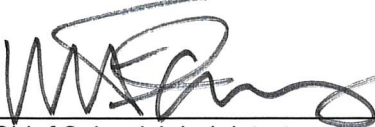
[Describe procedure to be followed for the resolution of school violence data discrepancies prior to filing the annual report]

See 21st Century Cyber Charter School's Policy #6005.

V. General Provisions

- A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.
- C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

 3/20/23
Chief School Administrator - Dr. Matthew Flannery,
CEO


Chief Law Enforcement Authority


Pete Mango (Apr 11, 2023 14:29 EDT)

Building Principal- Mr. Peter Mango,
21CCCS Board of Trustees Chairperson

21st Century Cyber Charter School
1245 Wrights Lane
West Chester, PA 19380

School Entity
West Goshen Police Department
1025 Paoli Pike
West Chester, PA 19380

Law Enforcement Authority
21st Century Cyber Charter School
1245 Wrights Lane
West Chester, PA 19380

School Building



Book	Policy Manual
Section	6000 Operations
Title	Relations With Law Enforcement Agencies
Code	6005
Status	Active
Adopted	March 22, 2006
Last Revised	November 10, 2020
Prior Revised Dates	November 5, 2019, May 29, 2020

Purpose

The Board of Trustees (Board) recognizes that cooperation with law enforcement agencies is considered essential for protecting students and staff, maintaining a safe environment, and safeguarding Charter School property.

Authority

It shall be the policy of the Board to establish and maintain a cooperative relationship between the Charter School and local police department(s) in maintaining school safety and security in responding to school safety and security reports, and in the reporting and resolution of incidents that occur on Charter School property, at any school-sponsored activity, or on any conveyance providing transportation to or from the Charter School or a school-sponsored activity.[\[1\]](#)[\[2\]](#)

The Board directs the Chief Executive Officer to execute and update, on a biennial basis, a memorandum of understanding with each local police department that has jurisdiction over Charter School property, in accordance with state law and regulations.[\[2\]](#)[\[3\]](#)

Definition

Incident - an instance involving an act of violence; the possession of a weapon by any person; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco by any person on Charter School property; or conduct that constitutes an offense listed under the Safe Schools Act.[\[2\]](#)[\[4\]](#)[\[5\]](#)

Guidelines

Memorandum of Understanding

In accordance with state law and regulations, the Chief Executive Officer shall execute and update, every two (2) years, a memorandum of understanding with each local police department that has jurisdiction over Charter School property. The memorandum of understanding shall be signed by the Chief Executive Officer, police chief and each principal, and be filed with the Office for Safe Schools.[\[2\]](#)[\[3\]](#)

In developing and updating the memorandum of understanding, the Charter School shall consult and consider the State Board of Education model memorandum of understanding. If the Charter School's memorandum of understanding with local law enforcement contains substantive differences from the State Board of Education model memorandum of understanding, the

Chief Executive Officer shall provide a written statement which identifies the differences and the reasons for the differences as part of the biennial filing with the Office for Safe Schools.[\[2\]](#)[\[3\]](#)

The memorandum of understanding shall comply with state law and regulations and set forth procedures to be followed regarding incidents that include, but are not limited to, acts of violence, weapons, terroristic threats, controlled substances, alcohol and tobacco.

The memorandum of understanding may specify other matters related to crime prevention which have been mutually agreed upon by the Chief Executive Officer and the local police department that has jurisdiction over the Charter School property.[\[2\]](#)

Training

The Charter School shall invite representatives of each local police department that has jurisdiction over Charter School property to participate in training related to subjects that enhance understanding of and build positive relationships with students, which may include but not be limited to training on trauma-informed approaches, restorative practices, suicide awareness and prevention, child abuse recognition and reporting, maintaining confidentiality of students' personally identifiable information and maintaining professional adult/student boundaries.

Students With Disabilities

The Charter School shall provide a copy of its administrative procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over Charter School property. Updated copies shall be provided each time the administrative procedures for behavior support are revised by the Charter School.[\[6\]](#)[\[7\]](#)

The Charter School shall invite representatives of each local police department that has jurisdiction over Charter School property to participate in training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the Charter School's Special Education Plan and positive behavior support program.[\[6\]](#)[\[7\]](#)

Referral to Law Enforcement

The Chief Executive Officer or designee shall immediately report required incidents and may report discretionary incidents committed on Charter School property, at any school-sponsored activity or on a conveyance providing transportation to or from the Charter School or a school-sponsored activity, to the local police department that has jurisdiction over the Charter School's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[\[2\]](#)[\[4\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

Safe Schools Report

Annually, by July 31, the Chief Executive Officer shall report on the designated form, to the Office for Safe Schools, regarding all new incidents as required by state law.[\[2\]](#)

Prior to submitting the Safe Schools report, the Chief Executive Officer and each police department having jurisdiction over Charter School property shall do all of the following:

1. No later than thirty (30) days prior to the deadline for submitting the Safe Schools report to the Office for Safe Schools, the Chief Executive Officer shall submit the report to the police department that has jurisdiction over the relevant Charter School property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine whether the report accurately reflects police incident data.
2. No later than fifteen (15) days prior to the deadline for the Chief Executive Officer to submit the report to the Office for Safe Schools, the police department shall notify the Chief Executive Officer, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
3. Where a police department fails to take action as required above, the Chief Executive Officer shall submit the report to the Office for Safe Schools and indicate that the police department failed to take above referenced action.

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

Legal

- [1. 24 P.S. 1303-A](#)
- [2. 22 PA Code 10.1](#)
- [5. 22 PA Code 10.11](#)
- [6. 22 PA Code 10.2](#)
- [7. 35 P.S. 780-102](#)
- [13. 22 PA Code 10.23](#)
- [14. 22 PA Code 711.46](#)
- [23. 24 P.S. 1302.1-A](#)
- [24. 22 PA Code 10.21](#)
- [25. 22 PA Code 10.22](#)
- [24 P.S. 1732-A](#)
- [22 PA Code 10.24](#)



Pennsylvania
DEPARTMENT OF EDUCATION

Model Memorandum of Understanding

Memorandum of Understanding
Between

Murrysville Police Department
(Law Enforcement Authority)

and

21ST Century Cyber Charter School
(School Entity)

July 1, 2023 through June 30, 2025
(Date)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter - Memorandum):

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

- B. This Memorandum establishes procedures to be followed when certain incidents— described in Section II below - occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.
- C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a

safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the - Safe Schools Act, as amended, 24 P.S. §§13-1301-A-13-1313-A.
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.
3. Information from Student Records
 - a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
 - i. Criminal History Record Information Act, 18 Pa C.S. §1901 *et seq.*
 - ii. The prohibition against disclosures, specified in section IV (C)(S) of this Memorandum.
 - b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:
 - i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. §99, *1et seq.*, and 22 Pa. Code §§12.31-12.33, including any amendments thereto.
 - ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§13-1303-A and 13-1313-A, and any amendments thereto.
 - iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. §13-1303-A, and any amendments thereto.
 - c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office¹ - what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

¹ Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.
3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.
4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Create a safe learning environment.
3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.
5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charges may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored

activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

i. Section 908 (relating to prohibited offensive weapons).

- a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. §908 (c) (relating to definitions).
- b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

ii. Section 912 (relating to possession of weapon on school property).

- a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchaku, stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.
- b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

- xii. Section 3124.2 (relating to institutional sexual assault).
 - xiii. Section 3125 (relating to aggravated indecent assault).
 - xiv. Section 3126 (relating to indecent assault).
 - xv. Section 3301 (relating to arson and related offenses)
 - xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
 - xvii. Section 3502 (relating to burglary).
 - xviii. Section 3503(a) and (b)(i)(v) (relating to criminal trespass).
 - xix. Section 5501 (relating to riot).
 - xx. Section 6110.1 (relating to possession of firearm by minor).
- b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§780-101- 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the term controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. §780-102 (relating to definitions).
 - c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.
 - d. An offense for which registration is required under 42 Pa.C.S. §9795.1(relating to registration).
- 2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.
- 8. Discretionary Notification
 - 1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
 - a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):
 - i. Section 2701(relating to simple assault).
 - ii. Section 2705 (relating to recklessly endangering another person).
 - iii. Section 2706 (relating to terroristic threats).
 - iv. Section 2709 (relating to harassment).
 - v. Section 3127 (relating to indecent exposure)

- vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
- vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).
- viii. Chapter 39 (relating to theft and related offenses).
- ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
- x. Section 5503 (relating to disorderly conduct).
- xi. Section 6305 (relating to sale of tobacco).
- xii. Section 6306.1 (relating to use of tobacco in schools prohibited).
- xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

b. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (a).

- 2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

- 1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.
- 2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

D. Notification of the Law Enforcement Authority when incident involves children with disabilities

- 1. If a child with a disability commits an incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).
- 2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police

intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection Band the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§14.133, 15.3 or 711.46.
4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

[Describe any specific procedures to be followed for incidents involving a student with a disability having an IEP as required by 22 Pa. Code §14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

See attached 21st Century Cyber Charter School's Policy #6005.

- E. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
 1. Whether the incident is in-progress or has concluded.
 2. Nature of the incident.
 3. Exact location of the incident.
 4. Number of persons involved in the incident.
 5. Names and ages of the individuals involved.
 6. Weapons, if any, involved in the incident.
 7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
 8. Injuries involved.
 9. Whether EMS or the Fire Department have been notified.
 10. Identity of the school contact person.
 11. Identity of the witnesses to the incident, if any.
 12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
 13. Other such information as is known to the school entity and believed to be relevant to the incident.

- F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Law Enforcement Authority Response

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority may include:
1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident.
 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
 - e. Conduct investigation.
 - f. Exchange information.
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 2. Incidents not in progress:
 - a. Meet with contact person.
 - b. Recover any physical evidence.
 - c. Conduct investigation.
 - d. Exchange information.
 - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority

If any incident described in sections IIA or 118 is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

8. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
 - a. The student has been placed under arrest.
 - b. The student is being placed under investigative detention
 - c. The student is being taken into custody for the protection of the student.
 - d. The student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.
2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school sponsored activity.

8. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or 118 shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or 11B.

C. Scope of School Entity's Involvement

1. General principles Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to

protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

- a. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- b. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel may be present during the interview.

3. Witness

- a. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- b. In the event a witness is interviewed by the Law Enforcement Authority on school property, a guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

- a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.
- c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest

- a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.
- b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/ her subordinate(s) and/or direct supervisor(s), shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and 118. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

- a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
- b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.
- c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
- d. Where a police department fails to take action as required under clause a, the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause a.
- e. Where there are discrepancies between the School Entity's incident data and the police incident data, the following shall occur:

[Describe procedure to be followed for the resolution of school violence data discrepancies prior to filing the annual report]

See 21st Century Cyber Charter School's Policy #6005.

V. General Provisions

- A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.
- C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

 3/20/23
Chief School Administrator - Dr. Matthew Flannery,
CEO


Chief Law Enforcement Authority


Pete Mango (Apr 11, 2023 14:26 EDT)

Building Principal- Mr. Peter Mango,
21CCCS Board of Trustees Chairperson

21st Century Cyber Charter School
1245 Wrights Lane
West Chester, PA 19380

School Entity

Murrysville Police Department
4120 Sardis Road
Murrysville, PA 15668

Law Enforcement Authority

21st Century Cyber Charter School
221 Blue Spruce Way
Murrysville, PA 15668

School Building



Book	Policy Manual
Section	6000 Operations
Title	Relations With Law Enforcement Agencies
Code	6005
Status	Active
Adopted	March 22, 2006
Last Revised	November 10, 2020
Prior Revised Dates	November 5, 2019, May 29, 2020

Purpose

The Board of Trustees (Board) recognizes that cooperation with law enforcement agencies is considered essential for protecting students and staff, maintaining a safe environment, and safeguarding Charter School property.

Authority

It shall be the policy of the Board to establish and maintain a cooperative relationship between the Charter School and local police department(s) in maintaining school safety and security in responding to school safety and security reports, and in the reporting and resolution of incidents that occur on Charter School property, at any school-sponsored activity, or on any conveyance providing transportation to or from the Charter School or a school-sponsored activity.[\[1\]](#)[\[2\]](#)

The Board directs the Chief Executive Officer to execute and update, on a biennial basis, a memorandum of understanding with each local police department that has jurisdiction over Charter School property, in accordance with state law and regulations.[\[2\]](#)[\[3\]](#)

Definition

Incident - an instance involving an act of violence; the possession of a weapon by any person; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco by any person on Charter School property; or conduct that constitutes an offense listed under the Safe Schools Act.[\[2\]](#)[\[4\]](#)[\[5\]](#)

Guidelines

Memorandum of Understanding

In accordance with state law and regulations, the Chief Executive Officer shall execute and update, every two (2) years, a memorandum of understanding with each local police department that has jurisdiction over Charter School property. The memorandum of understanding shall be signed by the Chief Executive Officer, police chief and each principal, and be filed with the Office for Safe Schools.[\[2\]](#)[\[3\]](#)

In developing and updating the memorandum of understanding, the Charter School shall consult and consider the State Board of Education model memorandum of understanding. If the Charter School's memorandum of understanding with local law enforcement contains substantive differences from the State Board of Education model memorandum of understanding, the

Chief Executive Officer shall provide a written statement which identifies the differences and the reasons for the differences as part of the biennial filing with the Office for Safe Schools.[2][3]

The memorandum of understanding shall comply with state law and regulations and set forth procedures to be followed regarding incidents that include, but are not limited to, acts of violence, weapons, terroristic threats, controlled substances, alcohol and tobacco.

The memorandum of understanding may specify other matters related to crime prevention which have been mutually agreed upon by the Chief Executive Officer and the local police department that has jurisdiction over the Charter School property.[2]

Training

The Charter School shall invite representatives of each local police department that has jurisdiction over Charter School property to participate in training related to subjects that enhance understanding of and build positive relationships with students, which may include but not be limited to training on trauma-informed approaches, restorative practices, suicide awareness and prevention, child abuse recognition and reporting, maintaining confidentiality of students' personally identifiable information and maintaining professional adult/student boundaries.

Students With Disabilities

The Charter School shall provide a copy of its administrative procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over Charter School property. Updated copies shall be provided each time the administrative procedures for behavior support are revised by the Charter School.[6][7]

The Charter School shall invite representatives of each local police department that has jurisdiction over Charter School property to participate in training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the Charter School's Special Education Plan and positive behavior support program.[6][7]

Referral to Law Enforcement

The Chief Executive Officer or designee shall immediately report required incidents and may report discretionary incidents committed on Charter School property, at any school-sponsored activity or on a conveyance providing transportation to or from the Charter School or a school-sponsored activity, to the local police department that has jurisdiction over the Charter School's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[2][4][8][9][10]

Safe Schools Report

Annually, by July 31, the Chief Executive Officer shall report on the designated form, to the Office for Safe Schools, regarding all new incidents as required by state law.[2]

Prior to submitting the Safe Schools report, the Chief Executive Officer and each police department having jurisdiction over Charter School property shall do all of the following:

1. No later than thirty (30) days prior to the deadline for submitting the Safe Schools report to the Office for Safe Schools, the Chief Executive Officer shall submit the report to the police department that has jurisdiction over the relevant Charter School property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine whether the report accurately reflects police incident data.
2. No later than fifteen (15) days prior to the deadline for the Chief Executive Officer to submit the report to the Office for Safe Schools, the police department shall notify the Chief Executive Officer, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
3. Where a police department fails to take action as required above, the Chief Executive Officer shall submit the report to the Office for Safe Schools and indicate that the police department failed to take above referenced action.

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

Legal

[1. 24 P.S. 1303-A](#)

[2. 22 PA Code 10.1](#)

[5. 22 PA Code 10.11](#)

[6. 22 PA Code 10.2](#)

[7. 35 P.S. 780-102](#)

[13. 22 PA Code 10.23](#)

[14. 22 PA Code 711.46](#)

[23. 24 P.S. 1302.1-A](#)

[24. 22 PA Code 10.21](#)

[25. 22 PA Code 10.22](#)

[24 P.S. 1732-A](#)

[22 PA Code 10.24](#)



**Dual Enrollment Program with 21st Century Cyber Charter School
Memorandum of Understanding**

Albright College (herein called Albright) and 21st Century Cyber Charter School (herein called High School or Charter School) enter into the following Dual Enrollment Program Memorandum of Understanding (MOU) on this 17th day of August, 2022.

I. Purpose and Overview

Both Albright College and Charter School wish to enter into a Dual Enrollment Partnership Program (herein called Program or Partnership Program) that will enable qualified students enrolled at High School to enroll in Dual Enrollment courses at Albright College.

Qualified students enrolled at High School and participating in the Program will also be enrolled as part-time visiting/Guest students at Albright College.

High School students who successfully complete the Program course(s) will receive college credit that will be recorded on an official Albright College transcript. The Partnership courses may also satisfy School District's graduation requirements as permitted by School District. This is not required to participate in said Program and is at the discretion of School District.

II. Term

This Agreement will become effective upon the approval of the Board of Trustees of Charter School, the approval of the Provost at Albright College, and the signature of both parties. This Agreement will remain in effect until either party provides written notice to the other party terminating this Agreement. Should this Agreement be terminated by either party while students enrolled in Charter School are attending courses at Albright, the students shall be allowed to complete those courses.

III. Student Eligibility

Students who meet all the following criteria are qualified to participate in the Program:

- a. Achieved class standing as a secondary school student.
- b. Is making satisfactory academic progress towards fulfilling applicable secondary school graduation requirements as determined by the High School. The High School will determine satisfactory progress based on the students having accrued the expected number of credits for their grade level.

- c. In order to be eligible for the Partnership Program, the student should typically have a secondary school cumulative grade point average of 3.0 or higher on a 4.0 scale and/or a grade point average of 3.0 or higher in the applicable subject area of the Albright course of study.
- d. Students wishing to participate in the Dual Enrollment Program must satisfy the prerequisite requirements, complete and submit the Dual Enrollment Program Application Form to the Albright College Admission Office and have a transcript submitted from the High School. This can be completed through the Albright College website.

IV. Albright College Responsibility and Courses Offered

- a. Albright College Academic Policies and Procedures: Dual enrollment students will follow all Albright College academic policies and procedures. Albright's Admissions office will schedule a meeting with the campus representatives to review and discuss the Albright College academic policies and procedures.
- b. Course Registration and Advising: Students participating in the Partnership Program for the first time may be required to schedule and complete an admission interview and campus tour scheduled through the Albright College Admission Office prior to enrolling in a course. Students will be notified by Admissions if an interview and tour will be required.
- c. Approved Instructors: Albright College will insure that any employee, contractor, or agent of Albright College who has direct contact with a Charter School student in a dual enrollment course shall have the proper clearances and background checks on file: (1) a report of criminal history record information from the Pennsylvania State Police as required by Section 1-111 of the Pennsylvania School Code of 1949, (2) a Federal criminal history record as required by Section 1-111 of the Pennsylvania School Code of 1949, and (3) a certification from the Department of Human Services as to whether the employee, contractor, or agent is named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report or an indicated report as required by 23 Pa. C.S. § 6344(b)(2) et seq. Should any of these requirements or statutes be amended or replaced, Albright College shall comply with the requirements of the amended or replacement statute. Albright College shall not permit any of its employees, contractors, or agents to have any direct contact with any Charter School students under this Agreement (including but not limited to providing instruction to such students) if they have been convicted of a disqualifying offense under Section 1-111 of the Public School Code. Albright College shall not permit any of its employees, contractors, or agents to have direct contact with any Charter School student under this Agreement where the Department of Human Services has verified that the employee, contractor, or agent is named in the Statewide database as the perpetrator of a founded report committed within five years. Albright College shall ensure that its employees, contractors, or agents who have direct contract with children (as that phrase is defined in Act 126 of 2012, 24 P.S. § 12-1205.6) complete child abuse

recognition and reporting training that complies with the requirements of Act 126 of 2012 or any statute replacing Act 126 of 2012.

- d. Albright College and the Charter School shall not unlawfully discriminate on the basis of a student's race, nationality, ethnicity, religion, gender, disability, or any other basis protected by state, federal, or applicable local law, regulation, or ordinance. Albright College ensures that people with disabilities have equal opportunity to participate in its programs and activities, in compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act Amendments Act (ADAAA). Students are encouraged to contact the Student Accessibility & Advocacy (SAA) office to discuss and request accommodations as needed. It should be noted that accommodations at an institution of higher education may be different than those approved in high school. The SAA office will review the student's documentation and engage in an interactive process with them to develop appropriate accommodations for the college environment.
- e. Albright College and the Charter School shall comply with all applicable federal and state laws regarding the confidentiality of educational records of the students including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, its implementing regulations (34 C.F.R. Part 99), and Title 22 of the Pennsylvania Code §§ 12.31-12.33.
- f. Grade Reports: At the end of the academic year, the Albright College Registrar's Office will provide participating High School with a grade report. This report will be used by the High School for internal purposes to allow for the transfer of college credit to the high school curriculum and academic record if applicable. Any other use of this grade report will require that the High School request explicit written permission from the student. Albright College course units will be assigned based on the Albright College catalog for the term of the enrolled course. The Albright College Grading System is listed under g. below.
- g. Course Offerings and Class Scheduling: Albright College may update the available course offerings and adjust seats in the course offerings to meet the needs of Albright College and the current student body.
 - i. Academic Schedule: Course offerings for the upcoming term will be aligned based on the current college academic calendar, curriculum, and student registration. Available courses may be added or updated based on the academic schedule at the time. Seats in courses will be available to High School students on an open-seat basis. Priority for registration is given to Albright College students including incoming First Year and Transfer students.
 - ii. General Courses: Current offerings during a given term will be available for dual enrollment students. Preference will be given to courses with no prerequisites that align with individual academic interests and pursuits.
- h. Promotional Materials: Albright College will work collaboratively with High School to develop and promote the Dual Enrollment Partnership. This promotional material will include: website, flyers, handouts, posters, etc.

- i. Albright College Grading System: Evaluation of student progress is made at both mid-semester and at the end of the semester. The approximate numerical grading equivalent is:

Letter Grade	Numerical Grade
A	100 - 90
B	89 - 80
C	79 - 70
D	69 - 60
F	Below 60

V. High School and Charter School Responsibility

- a. Each Semester, Charter School will supply Addendums to this Agreement which will include:
- i. Addendum #1. The number of contracted High School students the Charter School agrees to provide
 - ii. Addendum #2. Recorded in an Albright provided Excel template, the list of student names that will participate in the Dual Enrollment Program and the sponsorship provided by the Charter School to each Dual Enrollment student – detailed by individual student.
- b. Monitoring: The High School will monitor all Program students to ensure that they are meeting the defined criteria of the program. Students not meeting the defined criteria will be removed from the Program utilizing the Albright College Withdrawal Process. When specifically requested by the High School to the Albright College Registrar's Office, the High School will receive mid-semester grades from Albright College, when available.
- c. Program Promotion: High School agrees to identify students and provide a mechanism for communicating the educational benefits of higher education and the requirements for participation in the program to students and parents.
- d. Transportation: The Charter School agrees that Albright has no responsibility to provide any transportation to the participating students in regards to travel for the purposes of attending classes or to use the College's buildings and facilities.
- e. Charter School Insurance: Charter School shall maintain in force at all times during the Term of this Agreement (i) commercial general liability ("CGL") insurance, including bodily injury, property damage, premises, and contractual liability coverage, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Sexual Misconduct/Abuse Liability insurance of an amount of not less than \$1,000,000 per occurrence. Coverage endorsed onto the CGL insurance is acceptable; (iii) Technology Errors and omissions coverage, including Cyber Risk liability, with minimum limits of \$10,000,000 per occurrence/aggregate; (iv) automobile liability insurance with minimum occurrence and combined single limits of \$1,000,000 providing coverage for "Any Autos" including owned, leased, non-owned and hired vehicles; and (v) workers' compensation and occupational disease insurance as required by law and employer's liability and occupational disease coverage with minimum limits of \$1,000,000. These

insurance policies, with the exception of the workers' compensation coverage must: (1) name Albright and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the "Additional Insureds") as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or relating to this MOU, including claims alleging independent acts or omissions of the Additional Insureds; (2) require notice to Client at least 30 days before termination or restrictive amendment; (3) contain a waiver of subrogation rights as to Albright; (4) be primary and non-contributory; and (5) contain cross-liability and severability of interests coverage. Charter School must furnish to Albright before the effective date of the MOU certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds.

- f. Charter School Indemnification: Charter School shall defend, indemnify, and hold Albright and its trustees, parents, subsidiaries, affiliates, employees, owners, officers, directors and representatives harmless from any and all loss, damage, deficiency, claim, or liability, to the extent arising out of its actions, and any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorney fees (collectively "Claims"), arising out of, relating to or associated with: (i) Any breach of this MOU by Charter School; (ii) Any violation or infringement or alleged violation or infringement upon the patent, copyright, trademark, trade dress, trade secret, or other intellectual property rights or moral rights of a third party (an "Infringement") by Charter School ; (iii) Any misrepresentation made by Charter School; (iv) Any willful or negligent act, or failure to act by Charter School, its officers, directors, agents, contractors, employees or representatives; (v.) the violation of any applicable laws, regulations or rules by Charter School or any officer, employee, agent or volunteer under the control or supervision of Charter School; and (vi) the death of or injury to any person (including any employee, agent of Charter School) or property damage which resulted or is alleged to have resulted from any acts or omissions of Charter School its employees and agents, subcontractors, and/or any other persons for whose conduct Charter School may be or is alleged to be legally responsible.

VI. Student Guidelines

- a. Students enrolling in Dual Enrollment Program courses must follow the policies and regulations of the High School and Albright College, including Student Behavior and Code of Conduct policies. Albright College shall notify the Charter School of any misconduct by a student attending a dual enrollment course under this Agreement and shall provide the Charter School with all documentation of such misconduct upon the Charter School's request.
- b. Academic policies and procedures students will follow include, but are not limited to, withdrawal deadlines, drop/add dates, and refund guidelines and policies. Adherence to these policies includes the completion and submission of the Albright College forms and documentation.
- c. College credit will be awarded by Albright College to participating students upon successful completion of all coursework. These courses have the academic rigor and

meet all College standards. If a student in a dual enrollment course should become a regularly enrolled postsecondary student at Albright College, Albright College shall recognize the credits from the dual enrollment course as applying to the student's degree requirements as it would for any regularly enrolled postsecondary students who took the course.

- d. All students enrolled in the Program courses are required to demonstrate academic readiness for college-level course work.

VII. Tuition Costs & Financial Responsibility

- a. Cost: The tuition rate for the Program courses will be set annually by Albright College Board of Trustee, usually in October, and are competitive to other area institutions of higher education. Tuition rates will be communicated to the Charter School as soon as the Board approved rates are available.
 - i. In addition, a student may enroll in the Albright College Science Research Institute course with the Dual Enrollment course, for a fraction of the cost of a full course. The student will receive $\frac{1}{4}$ Albright course unit for one semester participation in the SRI Course.
 - ii. For reference purposes: The SRI Dual Enrollment Program, including one full Albright course unit and $\frac{1}{4}$ SRI research course unit in the Albright College system is the equivalent of 5 credits in a traditional college credit system.
- b. Financial Responsibility: – the Charter School agrees that the student and parent/family will be responsible for the cost of tuition, purchasing of textbooks and any course instructional materials unless otherwise specified.
 - i. A Charter School that sponsors students financially may be invoiced prior to the semester start date with the understanding payment will be remitted as soon as applicable funds are available. Albright College shall provide, the student, and the student's parents or guardians with an invoice each term showing the amount charged for tuition, fees, supplies, and other costs related to a student attending a Dual Enrollment Course.
 - ii. Albright College's normal refund policy will apply in the case of a student who withdraws from a Dual Enrollment Course before completing it.

VIII. Signature Section

For Albright College:

Printed Name: _____

Signature: _____

Title: _____

Date: _____

For the School District

Printed Name: Mr. Peter Mango

Signature:  Pete Mango (Dec 13, 2022 14:50 EST)

Title: Board Chairperson

Date: December 13, 2022

Memorandum of Understanding
for
Dual Enrollment/High School Enrichment Program
between
21STCentury Cyber Charter School
and
Bucks County Community College

- I. **PARTIES.** This Memorandum of Understanding (MOU) is made and entered into by and between the 21st Century Cyber Charter School (21st Century CCS), whose address is 1245 Wrights Lane, West Chester, PA 19380 and Bucks County Community College (Bucks), whose address is 275 Swamp Road, Newtown, PA 18940. 21st Century CCS and Bucks may be collectively hereinafter referred to as "the Signatory Parties" or individually as a "Signatory Party." This MOU shall be effective as per Section IV of this Agreement, *infra*.

BACKGROUND. The high school graduation requirements outlined in Chapter 4 of the Pennsylvania Public School Code of 1949 afford high school students the opportunity to earn dual credits (high school and college simultaneously) for completing college as well as independent study courses.

Senate Bill 237 amended the Public School Code of 1949, allowing students of brick-and-mortar charter schools, regional charter schools, and cyber charter schools to enroll in concurrent college courses through an institution of higher education.

Thanks to this legislation, 21st Century CCS is now positioned to pursue dual enrollment partnerships with institutions of higher education. Bucks is a well-established provider of dual enrollment courses and continues to transition to a more personalized and customized competency-based learning environment where students have a variety of pathways to pursue their interests with a course of study that both meets graduation requirements and provides them with a voice and a choice.

Given the above, 21st Century CCS wishes to enter into this MOU with Bucks to provide 21st Century CCS Cyber Charter School students with an alternative educational experience that affords students with the opportunity to earn dual credits in a college setting.

- II. **PURPOSE, INTENT, & GENERAL PROVISIONS.** The purpose of this MOU is to confirm the Signatory Parties' intent that 21st Century CCS will provide tuition at the mutually agreed-upon rate for each course scheduled in connection to this Agreement and purchase the textbooks related to those classes for each student participating.

The mutually agreed upon tuition rate of \$165.00 per credit is in effect only for 21st Century CCS students residing within the boundaries of Bucks County and participating in the Dual Enrollment Program for 2022-2023. 21st Century CCS students located within counties not served by a Pennsylvania community college who opt to participate

in this dual enrollment program qualify for a non-sponsored tuition rate of \$195.00 per credit.

Bucks will waive all technology fees and provide access to placement testing, at no additional cost, for all students who intend to participate as dually enrolled students under the terms of this Agreement. 21st Century CCS students wishing to participate in the program must take placement testing in Reading, Writing, and Math to determine college readiness or take advantage of alternative placement options offered by Bucks (i.e., “holistic” placement whereby high school juniors with at least a 3.25 GPA or high school seniors with at least a 3.0 GPA are automatically deemed to be at college-level in Reading, Writing, and Math).

Specific fees related to courses with a laboratory component or special supplies will be billed separately to the student and/or parent or guardian.

- III. **TERM OF AGREEMENT.** This MOU becomes effective upon its execution by both the Board of Trustees, 21st Century CCS Cyber Charter School, and the President, Bucks County Community College.

This MOU shall be binding upon the signatures of the Signatory Parties and their respective successors.

The term of this agreement shall run from October 2022 through August 2023.

This agreement shall be reviewed by both parties in June 2023 to assess process and overall success.

- IV. **PROVISION OF FUNDS.** Funding for this program will be provided by 21st Century CCS students. (see Section III, *supra*.).

21st Century CCS stipulates that dually enrolled students will provide tuition directly to Bucks in accordance with the billing and accounting procedures of the Bucks Student Accounts Office.

- V. **STUDENT CRITERIA.** Students must complete the High School Enrollment Application online prior to enrolling in Bucks courses. Students are also required to satisfy placement testing requirements or submit transcripts for a holistic placement testing waiver prior to enrolling in a course. In addition, students must satisfy either all criteria listed under Section A or Section B, *infra*.

A. Criteria:

1. The student is in 9th grade or higher.
2. The student demonstrates readiness for college-level coursework in the intended subject area of study, as determined through the placement testing/holistic placement testing waiver process. When approved by 21st Century CCS, students may enroll in courses not deemed college-level, e.g., ACCT103.

3. The student is making satisfactory progress toward fulfillment of high school graduation requirements, either "on time" or ahead of schedule.

B. Continued Eligibility: To remain in this program of study, the student must:

1. regularly attend;
2. be in good academic standing;
3. be free of misconduct violations; and
4. maintain a minimum grade of "C" in coursework.

VI. **COURSES OFFERED.** The following applies to all courses covered by this agreement.

A. Courses are not remedial, unless approved by 21st Century CCS, subject to Section VI, paragraph A.(2), *supra*.

B. The courses are regular college courses available to all members of the 21st Century CCS student body.

VII. **DROP/ADD OF COURSES OFFERED.** Students must abide by all Bucks policies and timelines. Students who drop or withdraw from a course are responsible to notify 21st Century CCS prior to initiating the formal process and must drop or add the course through the appropriate college protocol and technological systems. For students who drop courses, 21st Century CCS students will be subject to the Bucks refund policy of record regarding tuition and fees due.

VIII. **STUDENT CREDIT.** To successfully complete a course listed in this agreement, students are subject to the conditions of both the course syllabus and Bucks's grading policy.

21st Century CCS will award high school credit for all courses successfully completed under this agreement, pursuant to Chapter 4 of the Pennsylvania Public School Code of 1949, as amended, and in accordance with local board policies.

Bucks will award postsecondary credits to students who successfully complete courses identified within this agreement.

Bucks will transcript credit(s) in a manner identical to non-dual enrolled students who take a course(s) at this institution.

IX. **COURSES.** Bucks's course catalog is open to all dually enrolled students who meet respective course requirements.

The parties will work together to minimize the number of 21st Century CCS students enrolled in the same Bucks course offering.

Total approved cost for the course:

Tuition: In-County - \$165/credit; Non-Sponsored County - \$195/credit; Out-of-County - \$330/credit.

Books: As required by faculty and noted in course syllabuses.

Fees: Technology Fee is waived. Instructional lab and special supplies fees may apply, dependent upon course selection.

Transportation: Students will be responsible for transportation to and from their campus and the Newtown, Epstein, or Upper Bucks campus of Bucks, where applicable.

- X. **PROGRAM ADMINISTRATION.** 21st Century CCS and Bucks will designate a single point of contact liaison to support the effective administration of the program.

21st Century CCS Liaison – Director of Curriculum, Instruction and Assessment

Bucks Liaison – Assistant Director, Dual Enrollment

- XI. **OUTREACH AND COMMUNICATION.** Both 21st Century CCS and Bucks agree to provide a mechanism for outreach and communication to the 21st Century CCS community about the educational and economic benefits of higher education, as well as the requirements for participation and enrollment procedures to staff, parents, and students.

This outreach and communication will consist of a student orientation, student and parent/guardian information session and promotional materials (including a letter of invitation), and a student agreement.

- XII. **AMENDMENT/WAIVER.** This MOU cannot be amended, modified, or revised unless done in writing and signed by both Signatory Parties. No provision may be waived except in writing and signed by both Signatory Parties.

The failure by a Signatory Party to enforce any provision of this MOU or to require performance by the other Signatory Party will not be construed to be a waiver or in any way affect the right of either Signatory Party to enforce such provision thereafter.

Either Signatory Party may terminate this MOU upon ninety (90) days' prior written notice to the other Signatory Party. If any provision of the MOU is found to be unenforceable, that provision will be severed and the remainder of this MOU will continue in full force and effect.

21st Century CCS and Bucks agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

Signatory Parties:

For 21ST CENTURY Cyber Charter School:


Pete Mango (Dec 13, 2022 14:49 EST)

Mr. Peter Mango, Board of Trustees Chairperson

12/13/2022

Date

For Bucks County Community College:


Felicia Ganther, J. D., Ph.D., President

11/10/2022
Date

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this 8th day of November, 2022, by and between Commonwealth University of Pennsylvania hereinafter referred to as "the University" and The 21st Century Cyber Charter School, hereinafter referred to as "the District", a school under the laws of the Commonwealth of Pennsylvania. EIN# 23-308-6998.

WITNESSETH:

WHEREAS, the University is a unit of higher learning of the State System of Higher Education of Pennsylvania; and

WHEREAS, the Legislature has determined by *Act 188 of 1982* that the primary mission of the State System of Higher Education of Pennsylvania is to provide high quality education at the lowest possible cost; and

WHEREAS, the mission of the State System of Higher Education is to provide undergraduate instruction, and opportunities for personal growth consistent with the legislated mission of the System; and

WHEREAS, certain students in the District may benefit from the opportunity to take classes offered by the University; and

WHEREAS, the University wishes to develop an Advance College Experience program to recruit outstanding students to the University student body, and

WHEREAS, the District wishes to make certain undergraduate courses offered by the University available to the students of the District; and

WHEREAS, the District and the University desire to describe the features, purposes and mechanisms of the relationship by which the parties will establish a partnership in a collaborative arrangement; and

WHEREAS, this Agreement is intended to function as a collaborative agreement in accordance with said Board of Governors Policy 1999-02.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto mutually agree and contract as follows:

1. **Term**. This Agreement shall be effective upon the review and approval of all the necessary Commonwealth officials. The term of this agreement shall be until May 15, 2023, commencing upon the review and approval of all necessary Commonwealth officials.

2. **Academic Suitability**. The suitability of any course will be determined by agreement between the District and the University on a course-by-course basis. The District and the University will also determine, on a student-by-student basis, the suitability of a course students who wish to enroll in the course.

3. **Enrollment**. Students selected by the district for enrollment in the Early College Program will be enrolled as non-degree students at the University. In order to aid the enrollment of the District's students the District will provide the documentation necessary to the enrollment without cost. This will include a high school transcript and a letter from a guidance counselor attesting to the suitability of each course. Each student will have to apply (once) for non-degree category III status.

4. **On-Campus Enrollment.** Students selected by the District may enroll in Bloomsburg on-campus courses under this agreement during both the academic year and the summer as non-degree students on a space available basis. The provisions of paragraphs 3 and 5 through 9 would also apply to those students.

5. **Regular Admission.** Should a student from the district wish to become a fully matriculated undergraduate student upon graduation from high school they must follow the normal application process. Although successful completion of university level courses is generally viewed as a good indicator of success in college and a strong positive factor in the admission decision, nothing in this document serves to guarantee to a participating student admission to regular status or to any major. Tuition reductions described in paragraph 7 would not apply once a student enrolls in the university outside of this consortial arrangement and he or she would be obligated to pay the standard tuition rate.

6. **Transcription of Courses.** Courses offered in the District facilities under this agreement will be transcribed in the same manner as other courses offered by the university, including other off-campus courses. No distinction will be made between these courses and other regularly offered courses. Students may obtain transcripts of their coursework from the Registrar in the normal manner.

7. **Fiscal Issues.**

a) The University will provide the District's students with a reduced tuition rate for both off-campus and on-campus enrollment. The student will be responsible for the balance of the tuition and fees. Fees for on-campus courses are defined on the University web site. Fees for off-campus courses are the academic enhancement fee, the technology fee, and the registration/transcript fee.

b) The reduced tuition rate for on-campus courses, as well as applicable fees, will be 25% of the regular in-state tuition (on a space available basis).

c) The reduced tuition rate will apply only to students of the District (or students covered under an agreement with another school district).

d) The University's normal refund policy will apply in case of withdrawals.

e) The District will waive fees normally charged for room usage for off-campus courses taught in the District's facilities as part of this agreement.

8. **Class Size.** Certain minimum class sizes may apply to the off-campus courses. The District may make arrangements with neighboring school districts to increase the number of students in a class.

9. **Rights, Privileges, and Responsibilities.** Students registered as non-degree students at Bloomsburg University under this agreement will have the same rights, privileges and responsibilities as other non-degree students including the right to a student ID, use of the library and other academic resources. All Bloomsburg University policies and procedures, including but not limited to, academic policies and student discipline policies shall apply.

10. **Indemnification.** Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the

Commonwealth's rights, claims or defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education, or the University.

11. Insurance. As an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk Management of the Pennsylvania Department of General Services.

12. Amendment. This Agreement may be amended at any time upon the mutual written agreement of the parties hereto, with said amendments to be executed by the duly authorized representatives of the parties and with the same formality as this agreement.

13. Termination. This agreement may be terminated by either party upon 120 days written notice. Said notice to the University shall be sent to the President. Said notice to the District shall be sent to the Superintendent of the District.

14. Choice of Law. This Agreement is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania.

15. Entire Agreement. This is the entire Agreement between the parties hereto and supercedes all prior negotiations and oral understandings between the parties hereto.

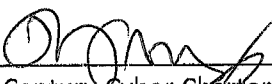
IN WITNESS WHEREOF, the President of the University and the Superintendent of the District by their signatures do hereby put this agreement in force.

President, Commonwealth University of Pennsylvania

Date

Provost, Commonwealth University of Pennsylvania

Date



21st Century Cyber Charter School

11-8-2022

Date

Mr. Peter Mango, 21CCCS Board Chairperson

Approved as to Form and Legality:

University Legal Counsel,
Pennsylvania State System of Higher Education

Date

MEMORANDUM OF UNDERSTANDING
Between
HARRISBURG AREA COMMUNITY COLLEGE (HACC)
And
21st Century Cyber Charter School

I. PURPOSE AND SCOPE

The College in the High (CHS) and the Dual Enrollment (DE) programs enable qualified high school students the opportunity to enroll in HACC's credit course offerings during their high school experience. CHS courses are taught by HACC approved high school instructors during the regular school day on location at the school. Only high school students are enrolled in CHS courses. DE Courses are taught by HACC faculty outside of the high school and consist of high school students and traditional HACC college students. CHS and DE courses are offered to high school students at a reduced tuition rate. Tuition, associated fees and costs of textbooks are assumed by the individual student and their parent/guardian.

II. LENGTH OF THE AGREEMENT

This agreement will become effective upon the signatures of both parties and will be reviewed by both parties every three years.

III. DEFINITIONS/CRITERIA

1. CHS Courses are taught by HACC approved high school instructors during the regular school day on location at the school. Only high school students are enrolled in CHS courses.
2. DE Courses are taught by HACC faculty outside of the high school and consist of high school students and traditional HACC college students.
3. CHS and DE courses are offered to high school students at a reduced tuition rate.
4. Tuition, associated fees and costs of textbooks are assumed by the individual student and their parent/guardian.
5. No developmental courses will be offered through either CHS or DE.

IV. COLLEGE IN THE HIGH SCHOOL PROGRAM

ROLES AND RESPONSIBILITIES

A. Harrisburg Area Community College (HACC) will:

1. Approve the high school's CHS instructors, using the standardized HACC process for qualifying adjunct faculty. Instructor credentials will be approved by the respective Department Chair.

2. Approve CHS courses that may be offered in the high school and meet appropriate curriculum standards.
3. Provide a faculty orientation for new CHS instructors.
4. Coordinate student admissions and placement testing.
 - a. Students should be admitted to the CHS program in accordance with HACC standard admissions procedures.
 - b. HACC will provide high school with admissions applications and course enrollment forms.
 - c. HACC will coordinate application and enrollment deadlines with high schools.
 - d. Students admitted to the CHS program will be required to meet course prerequisites and take placement tests in accordance with HACC's policy on *Placement Testing*.
 - e. HACC will provide HACC's add/drop/withdrawal policy to high schools. Students will be permitted to add/drop/withdraw from CHS courses in accordance with HACC standard registration policies.
5. Provide enrolled CHS students with a HACC identification number (HACC ID) and information on HACC student policies and services including access to college resources and facilities appropriate to the CHS program.
6. Provide the CHS student with access to the myHACC portal to register for classes, pay tuition, access college email, check grades, and access other student services.
7. Work with the new CHS instructor on the following items:
 - a. Ensure that the CHS course is scheduled within the approved start and end dates and within the required number of contact hours.
 - b. Review HACC requirements of Form 335, including textbook(s).
 - c. Share course syllabus, assignments, tests, and other relevant course materials.
 - d. Work with the CHS instructor to develop a course syllabus, assignments, and tests based on the requirements in the HACC Form 335, assuring that each course meets HACC academic standards, required textbooks, course outlines, and sequence of topics covered.
 - e. Consult with the department chair to ensure that the high school has the supplies and equipment to offer the CHS course.
 - f. Validate and submit class rosters.
8. Communicate with the CHS instructor as necessary during the course, especially during the first year regarding progress, questions, and/or problems.

B. 21st Century Cyber Charter School will:

1. Designate an Administrative Contact to:

- a. Identify qualified teachers and make a recommendation for their approval as CHS instructors.
- b. Require CHS instructors teaching the course for the first time to attend the new faculty orientation.
- c. Permit HACC personnel access to CHS instructor and the classroom for the purposes of meeting, conferring and observing.
- d. Forward all application and course registration materials to HACC in order to meet agreed upon deadlines; including, completing and signing applications and course enrollment forms. (A parent or guardian's signature is required for students under the age of 18.)
- e. Encourage CHS students to participate in a HACC New Student Orientation session.
- f. Ensure that the CHS course is scheduled within the approved start and end dates and within the required number of contact hours.

2. Ensure that approved CHS Instructor will:

- a. Submit materials for on-line application for adjunct qualification including professional resume, professional certifications, unofficial transcripts, and references.
- b. Attend orientations and trainings offered by HACC.
- c. Ensure that academic standards and expectations are the same for all students in the classroom, regardless of whether every student in the classroom has registered to take the college course and earn college credits.
- d. Facilitate the process requiring that all students meet placement requirements via placement testing.
- e. Submit a course syllabus before the start of every class to HACC's department chair, academic dean, and faculty secretary.
- f. Where required by the high school, assign a correlating grading scale between the high school grading and HACC grading.
- g. Discuss progress of course with the appropriate HACC contact as necessary by telephone or email, especially during the first year.
- h. Follow HACC's procedures for grade reporting, for student withdrawal or for change of grade.
- i. Require and facilitate the process for all students to complete an online college-approved student evaluation for the course.
- j. Participate in department and college assessment procedures.

C. Program Administration

1. The Vice President of Academic Affairs shall oversee the entire CHS program.
2. The Director of High School Partnerships shall be responsible for developing partnerships with the local secondary schools and be responsible for ensuring that the Memorandum of Understanding (MOU) is completed, signed and renewed every 3 years.
3. The appropriate School Deans will be responsible for assisting the selected high school instructor with the on-line application for adjunct qualification process.
4. Academic Guidelines: Quality Assurance
 - a. Both the CHS instructor and the HACC designee will work together to ensure during their pre-course planning that all the elements of the course (syllabus, projects, experiments, papers, readings, exams, etc.) are of college-level quality.
 - (1) Courses offered shall follow official course outlines provided by HACC, meet HACC's academic standards, and meet HACC's required number of contact hours.
 - (2) Scheduled face-to-face hours for CHS courses should align with that of HACC's on-campus course.
 - (3) Where the high school schedule includes class time, in addition to HACC's required number of minutes, HACC faculty and administration will establish guidelines for integrating high school curriculum requirements with College curriculum requirements.
 - (4) Courses in composition, literature, social sciences and humanities will demand a substantial amount of writing and will maintain College standards in the amount and difficulty of reading and writing required.
 - (5) Courses in mathematics, foreign languages, and the sciences will have a quantitative problem-solving component, and/or laboratories as appropriate. High school laboratory facilities must be equipped to meet HACC's laboratory course requirements, as outlined in the HACC Form 335.

V. DUAL ENROLLMENT

ROLES AND RESPONSIBILITIES

- A. Harrisburg Area Community College (HACC) will:
 1. Oversee the partnership with the School District and be responsible for administration of the program at that campus, including the following details:
 - a. Complete and sign the Memorandum of Understanding (MOU).

- b. Work with School District to coordinate student selection process, application and course enrollment completion, placement testing, and orientation programs.
- 2. Approve HACC courses that may be taken by high school students.
- 3. Coordinate student admissions, placement testing, and course enrollment.
 - a. Admit students in accordance with HACC Shared Governance Policies.
 - b. Provide high school with admissions applications and course enrollment forms.
 - c. Coordinate application and enrollment deadlines with high schools.
 - d. Require students to meet course prerequisites and take placement tests in accordance with the HACC Shared Governance Policy on Placement Testing.
 - e. Permit students to add/drop/withdraw from courses in accordance with applicable HACC Shared Governance Policies.
- 4. Provide enrolled students with a HACC ID, information on HACC student policies and services, and with access to college resources and facilities.
- 5. Provide the DE student with access to the myHACC portal to register for classes, pay tuition, access college email, check grades, and access other student services.

B. 21st Century Cyber Charter School will:

- 1. Identify an Administrative Contact to:
 - a. Ensure that students who apply for DE meet the admission criteria for HACC.
 - b. Ensure that students who apply meet the high school's eligibility requirements.
- 2. Forward all application and course registration materials to HACC in order to meet agreed upon deadlines; including,
 - a. Completed and signed applications, course enrollment forms, and student transcripts.
 - a. A parent or guardian's signature is required for students under the age of 18.

SIGNATURES

21st Century Cyber Charter School


Pete Mango (Oct 11, 2022 14:51 EDT)

Signature, Board Chairperson

Mr. Peter Mango

Name (Please Print)

10-11-2022

Date



Signature, CEO

Dr. Matthew Flannery

Name (Please Print)

10-11-2022

Date

Harrisburg Area Community College (HACC)

Dr. Alfred Griswold, V.P. & Provost
Academic Affairs
Harrisburg Area Community College

Name (Please Print)

Date

Dual Enrollment Agreement

This Agreement is entered into by and between 21st Century Cyber Charter School (hereinafter referred to as the "High School" or "21CCCS") and Lehigh Carbon Community College (hereinafter referred to as the "College" or "LCCC"). This agreement sets out the terms and conditions of the dual enrollment program offered by these two institutions.

LCCC and 21CCCS do hereby agree to the following:

1. Term

The term of this agreement shall be from August 1, 2022 until canceled by either party prior to the end of the school year.

2. Student eligibility

A. Students who meet all of the following criteria are qualified to participate in the program:

- a. The student is satisfactorily meeting high school graduation requirements, as determined by the school district.
- b. The student demonstrates readiness for college level coursework in the intended subject area of study, as determined by LCCC and the High School. LCCC will determine readiness based on placement exams. In some cases, exemptions from placement exams can be used (ex. PSAT or SAT scores).

3. Courses offered

The following criteria apply to all courses covered by this Agreement:

- A. The courses are non-remedial.
- B. The courses are offered for college credit and approved by LCCC as dual enrollment offerings.
- C. The courses have a strong record of transferability to other institutions.
- D. The courses, as offered to dual enrollment students, are identical to those offered when dual enrollment students are not enrolled, including the use of an identical curriculum, assessments, equivalent instructional materials, faculty and Learning Management System (LMS) shells (when available).
- E. The courses enforce prerequisite coursework requirements or placement scores identical to those enforced for the courses when dual enrollment students are not enrolled.
- F. Under Act 46 Community Colleges have established articulation agreements with the majority of four-year colleges and universities in Pennsylvania. Articulation agreements are the formal agreements between two higher education institutions that establish the smooth transfer of a student's credits and courses from one institution to the other.

4. Student Credit

- A. In order to complete a course listed in this Agreement, students must earn a minimum grade of 60. In order to transfer the credits, a grade of "C" or better is required.
- B. The High School will award credit for and recognize courses that are successfully completed under this Agreement.
- C. LCCC will award postsecondary credit to students who successfully complete courses identified in this Agreement in the same manner as that applied for all students. LCCC will transcript this credit

in a manner similar to other students who take a course at this institution. If a dual enrollment student becomes a regularly enrolled student at LCCC following graduation from secondary school, LCCC shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.

5. **Promotional material:**

- A. Lehigh Carbon Community College agrees to make presentations for dual enrollment.
- B. Lehigh Carbon Community College application fees will be waived for students in dual enrollment courses.
- C. The High School will commit to promoting the program through various communication avenues including, but not limited to, newsletters to parents, assemblies, and announcements within the school.
- D. Tuition rates for Dual Enrollment courses are based on the student's school district residency. Current rates are published on the college website: www.lccc.edu.

6. **Additional Administrative Responsibilities**

The following people will be responsible for the tasks listed below:

- A. Registration: LCCC will supply the High School with the necessary course registration materials.
- B. Record Keeping: The High School will screen student eligibility criteria and schedule classes. Lehigh Carbon Community College will keep records of courses taken and grades earned by dual enrollment students.
- C. Fiscal Transactions: Lehigh Carbon Community College expects payment by students at the time of registration, unless other arrangements are made to bill the High School.
- D. Counseling: The High School and LCCC commit to identifying academic counselors for students enrolled in dual enrollment courses. These persons will aid students in locating the necessary resources to be successful in their dual enrollment courses

The High School and Lehigh Carbon Community College agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

The term of this Agreement shall begin on August 1, 2022 until terminated by either party.

This agreement will be in effect as of the date of its signing for the college courses and term indicated; however, the agreement may be renewed with the written consent of both institutions. Either institution may terminate this agreement by written notice of at least six weeks in advance of the effective date of termination. Should this agreement be terminated, it is understood that the termination will not apply to students already accepted to Lehigh Carbon Community College under terms of this agreement, and currently enrolled in classes at LCCC.

For 21st Century Cyber Charter School:

For Lehigh Carbon Community College:



CEO
Dr. Matthew Flannery

10-11-2022

Date



President

Date


Pete Mango (Oct 11, 2022 14:50 EDT)

10-11-2022

Date

Chairperson
Mr. Peter Mango



Vice President of Academic Services
and Student Development

Date

**EARLY COLLEGE PROGRAM
BETWEEN
LUZERNE COUNTY COMMUNITY COLLEGE
AND THE
21st CENTURY CYBER CHARTER SCHOOL AUGUST**

1, 2022 - JUNE 30, 2025

EARLY COLLEGE PROGRAM FOR YOUNG SCHOLARS

The purpose of the Early College Program (the "Program") is to allow eligible senior high school students enrolled at 21st Century Cyber Charter School ("21CCCS") to get a jumpstart on their higher education experience at Luzerne County Community College (the "College" or "LCCC").

ELIGIBLE HIGH SCHOOL STUDENTS

- Students must be high school juniors or senior. Any exception is reviewed by the Early College Office.
- Students must maintain a minimum 3.0 high school GPA, must have satisfactory progress toward meeting high school graduation requirements as determined by 21CCCS, and demonstrate readiness for college-level coursework in the intended subject area of study.
- Students whose *ACCUPLACER* test scores indicate the need for developmental coursework will **NOT** be eligible to take college-level courses through the Program.
- All participants must have parental or guardian permission, by signature, and parental or guardian initials acknowledging financial responsibility on the Registration Form.

CREDITS

- College credits awarded for successful completion of coursework may be applied towards students' high school diploma. *(LCCC does not guarantee that any college credits will count towards the high school diploma. Participants must contact their high school guidance counselor or administrator in regard to high school policies governing dual-credit.)*
- The credits awarded for a dual enrollment course shall be the same credits offered to a postsecondary school student enrolled at the College. The College's transcript shall reflect completion of college-level work according to commonly accepted post-secondary practices, with no notation of the student's status as a secondary school student. If a student in a dual enrollment course should become a regularly enrolled postsecondary student at the College, the College shall recognize the credits from the dual enrollment course as applying to the student's degree requirements as it would for any regularly enrolled postsecondary students who took the course.

LIMITS ON PARTICIPATION

- High school students may participate until the end of their spring semester, senior year.
- The prerequisites listed for specific courses and specific curricula should be closely observed to ensure qualification for subsequent courses, and to gain maximum benefit from instruction.
- The Early College Office is responsible for evaluating placement test scores and utilizing any other available grades/scores in making a final determination on student placement and course selection.
- The College may not enroll participating high school juniors or seniors in remedial, developmental, or other courses that are not college-level.
- The College reserves the right to cancel any course (on or off campus) for which enrollment does not satisfy minimum enrollment requirements.

STUDENT PARTICIPATION AT LCCC

- Participating students may attend classes at the College's main campus, one of the College's off-campus sites, or classes held at the high school during the traditional school day.
- Participating students may make use of the College's library and email services.
- Participating students may attend events sponsored by the College.
- Participating students may utilize Student Support Services. Tutoring is available to students.

- Participating students may use their college credits to matriculate into an associate degree program at the College or for the purpose of transferring to a 4-year college or university. **ALL COLLEGE POLICIES** shall apply to Program students. College policies can be viewed in the Student Handbook on the Student Services webpage at: <http://www.luzerne.edu/students/welcome.jsp>. LCCC shall notify 21CCCS of any misconduct by a student attending a dual enrollment course under this Agreement and shall provide 21CCCS with all documentation of such misconduct upon 21CCCS's request.

GRANTS AND FINANCIAL AID

- A participating student enrolled in any course(s) at the College through the Program is **NOT** eligible for any state or federal financial aid.

FEES, TEXTBOOKS, MATERIALS

- Participating students shall be responsible for payment of all tuition, a per course fee, textbooks, and, when applicable, laboratory and material fees, as determined by the College. 21CCCS may pay for tuition, fees, supplies or other costs related to a student enrolled in 21CCCS attending a dual enrollment course at LCCC. LCCC shall provide 21CCCS, the student, and the student's parents or guardians with an invoice each term showing the amount charged for tuition, fees, supplies, and other costs related to a student attending a dual enrollment course. 21CCCS students will pay the Early College rate of tuition and the Early College fees, as well as any course fees attached LCCC's normal refund policy will apply in the case of a student who withdraws from a dual enrollment course before completing it.
- The College will receive any FTE reimbursement for those students who are currently enrolled in high school and who are enrolled in the Program.
- When coursework is offered at 21CCCS during the regular school day, the College will receive the FTE reimbursement for those enrolled students at the applicable prorated amount for the course. Subsequently, the College will be responsible for all staffing and funding of instruction.
- The College reserves the right to adopt any additional rules and regulations which it deems necessary or appropriate with respect to the Program, such rules and regulations to become effective sixty (60) days after written notice from the College to the school district.
- This agreement will be renewed on a five (5) year basis, unless terminated by either party by providing at least sixty-(60) day's advance written notice prior to any anniversary date of this Agreement of such party's intention not to renew this Agreement, provided, however, that said termination shall not become effective until the final date of the College's then current academic period if an academic period is in progress as of the date of the termination notice. This Agreement may be modified at any time with signed mutual written consent of all parties hereto.

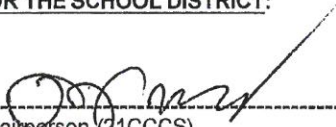
ADDITIONAL RESPONSIBILITIES

- **Nondiscrimination:** LCCC and 21CCCS shall not unlawfully discriminate on the basis of a student's race, nationality, ethnicity, religion, gender, disability, or any other basis protected by state, federal, or applicable local law, regulation, or ordinance. LCCC shall ensure that students with disabilities have equal opportunity to participate in dual enrollment courses in compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.
- **Child Abuse Clearances and Criminal History Checks:** LCCC will insure that any employee, contractor, or agent of LCCC who has direct contact with a Charter School student in a dual enrollment course shall have the proper clearances and background checks on file: (1) a report of criminal history record information from the Pennsylvania State Police as required by Section 1-111 of the Pennsylvania School Code of 1949, (2) a Federal criminal history record as required by Section 1-111 of the Pennsylvania School Code of 1949, and (3) a certification from the Department of Human Services as to whether the employee, contractor, or agent is named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report or an indicated report as required by 23 Pa. C.S. § 6344(b)(2) et seq. Should any of these requirements or statutes be amended or replaced, LCCC shall comply with the requirements of the amended or replacement statute. LCCC shall not permit any of its employees, contractors, or agents to have any direct contact with any Charter School students under this Agreement (including but not limited to providing instruction to such students) if they have been convicted of a disqualifying offense under Section 1-111 of the Public School Code. LCCC shall not permit any of its employees, contractors, or agents to have direct contact with any Charter School student under this Agreement where the

Department of Human Services has verified that the employee, contractor, or agent is named in the Statewide database as the perpetrator of a founded report committed within five years. LCCC shall ensure that its employees, contractors, or agents who have direct contract with children (as that phrase is defined in Act 126 of 2012, 24 P.S. § 12-1205.6) complete child abuse recognition and reporting training that complies with the requirements of Act 126 of 2012 or any statute replacing Act 126 of 2012.

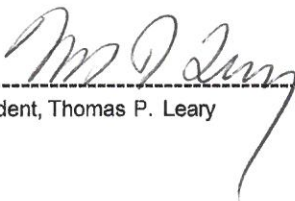
- Education Records Compliance: Both parties shall comply with all applicable federal and state laws regarding the confidentiality of educational records of the students including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, its implementing regulations (34 C.F.R. Part 99), and Title 22 of the Pennsylvania Code §§ 12.31-12.33.

FOR THE SCHOOL DISTRICT:


Chairperson (21CCCS) November 8, 2022
Date:
Mr. Peter Mango, 21CCCS Board Chairperson

President, Board of School Directors Date:

LUZERNE COUNTY COMMUNITY COLLEGE:


President, Thomas P. Leary 12/2/22
Date

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Dual Enrollment Agreement

Messiah University and 21st Century Cyber Charter School

This Agreement is entered into by and between 21st Century Cyber Charter School and Messiah University. This agreement sets out the terms and conditions of the dual enrollment program offered by these two institutions.

Purpose

Dual enrollment provides motivated high school juniors and seniors the opportunity to take college courses that satisfy both high school graduation and college credit requirements.

Term

The term of this agreement will become effective upon the signatures of both parties and will remain in effect so long as both parties wish to continue the dual enrollment program. Should this Agreement be terminated by either party while students enrolled in 21st Century Cyber Charter School are attending courses at Messiah University, the students shall be allowed to complete those courses.

Program Description

Dual enrollment provides motivated high school juniors and seniors the opportunity to take college courses that satisfy both high school graduation and college credit requirements.

Student Eligibility

To enroll in a Messiah University dual-enrollment course you must meet these eligibility requirements:

- Entering, or currently in, junior or senior year of high school and at least 15 years of age at the time the student will be participating in the dual-enrollment course
- Demonstrate a GPA of 3.0 or higher on a high school transcript and satisfactory progress toward meeting high school graduation requirements as determined by 21st Century Cyber Charter School
- Submit the Messiah University Dual Enrollment Recommendation Form from a teacher and/or guidance counselor
- Submit the Messiah University Parent/Guardian Permission Form
- Satisfy the prerequisite requirements, if any, for the specific courses in which the student seeks to enroll

Courses

Messiah University offers dual-enrollment courses at its main campus, located in Mechanicsburg, PA. This option provides a traditional collegiate classroom experience with face-to-face interaction with professors and classmates. A limited number of online courses are also available during the fall and spring. Following the registration of Messiah's undergraduate students each term (fall semester, spring semester and summer) the College makes remaining class openings available to dual-enrolled students. Approved dual enrollment students may also enroll in online courses offered during Messiah's summer term.

Dual enrollment students will be accountable for the same classroom and attendance requirements as regular college students, including the use of assigned textbooks and

instructional resources (i.e., laptop computers). Students will have access to Messiah University's Student Computer Services, Murray Library, Writing Center and Learning Center, as well as Supplemental Instruction if associated with a particular course.

Student Credit

Students may take a maximum of seven credits per semester at the discounted dual enrollment tuition rate. If a student takes more than seven credits in a particular semester, the part-time non-degree tuition rate will apply to the credits beyond seven.

A minimum grade of "D" must be earned to be considered successfully completed under this agreement. Courses may not be taken "pass/fail" if the student wishes to receive high school credit.

The University acknowledges 21st Century Cyber Charter School's right to apply credit toward high school graduation requirements, as 21st Century Cyber Charter School deems appropriate. The University will award postsecondary credit to students who successfully complete courses. The University transcript will reflect completion of college-level work according to commonly accepted post-secondary practices. There will be no notation of high school status on the transcript.

Messiah University is a regionally accredited university. Messiah University credit may transfer to other colleges or universities as a general education course, a major requirement or a free elective. If a student in a dual enrollment course should become a regularly enrolled postsecondary student at the University, the University shall recognize the credits from the dual enrollment course as applying to the student's degree requirements as it would for any regularly enrolled postsecondary students who took the course.

Tuition and Related Expenses

21st Century Cyber Charter School students are responsible for all payments of tuitions and fees. Students enrolled in the Dual Enrollment program will pay a significantly discounted cost per credit. For the 2022-2023 academic year, the tuition rate is \$150 per credit, excepting courses associated with the Emerging Health Professionals program, which are \$200 per credit. Up to seven credits per semester can be taken at the discounted rate. After course registration, a bill showing the amount charged for tuition, fees, course materials and other costs (if applicable) will be available to the student via the student's online portal.

Additional Responsibilities

Application: The student is responsible for completing the online application.

Acceptance and Registration: The University will notify the students of acceptance and the registration process.

Orientation: The University will hold an orientation for the fall semester for new dual enrollment students.

Materials: The student is responsible for acquiring the required textbooks, instructional resources and materials.

Academic Progress Reports: Students are responsible for monitoring their own academic progress; the University does not provide regular academic progress reports, but may notify a student if he/she is at risk of not completing the course successfully.

Rights, Privileges, and Responsibilities: Students attending a dual enrollment course under this Agreement will have all of the same rights, privileges, and responsibilities as other dual enrollment students at the Messiah University, including the right to a student ID and the use of the library and other academic resources. All policies and procedures of the University shall also apply, including but not limited to academic and student discipline policies, classroom conduct requirements, and attendance and participation requirements. The University shall notify 21st Century Cyber Charter School of any misconduct by a student attending a dual enrollment course under this Agreement and shall provide the 21st Century Cyber Charter School with all documentation of such misconduct upon the School's request.

Nondiscrimination: Messiah University and 21CCCS shall not unlawfully discriminate on the basis of a student's race, nationality, ethnicity, religion, gender, disability, or any other basis protected by state, federal, or applicable local law, regulation, or ordinance. Messiah University shall ensure that students with disabilities have equal opportunity to participate in dual enrollment courses in compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

Child Abuse Clearances and Criminal History Checks: Messiah University will insure that any employee, contractor, or agent of Messiah University who has direct contact with a Charter School student in a dual enrollment course shall have the proper clearances and background checks on file: (1) a report of criminal history record information from the Pennsylvania State Police as required by Section 1-111 of the Pennsylvania School Code of 1949, (2) a Federal criminal history record as required by Section 1-111 of the Pennsylvania School Code of 1949, and (3) a certification from the Department of Human Services as to whether the employee, contractor, or agent is named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report or an indicated report as required by 23 Pa. C.S. § 6344(b)(2) et seq. Should any of these requirements or statutes be amended or replaced, Messiah University shall comply with the requirements of the amended or replacement statute. Messiah University shall not permit any of its employees, contractors, or agents to have any direct contact with any Charter School students under this Agreement (including but not limited to providing instruction to such students) if they have been convicted of a disqualifying offense under Section 1-111 of the Public School Code. Messiah University shall not permit any of its employees, contractors, or agents to have direct contact with any Charter School student under this Agreement where the Department of Human Services has verified that the employee, contractor, or agent is named in the Statewide database as the perpetrator of a founded report committed within five years. Messiah University shall ensure that its employees, contractors, or agents who have direct contact with children (as that phrase is defined in Act 126 of 2012, 24 P.S. § 12-1205.6) complete child abuse recognition and reporting training that complies with the requirements of Act 126 of 2012 or any statute replacing Act 126 of 2012.

Education Records Compliance: Both parties shall comply with all applicable federal and state laws regarding the confidentiality of educational records of the students including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, its implementing regulations (34 C.F.R. Part 99), and Title 22 of the Pennsylvania Code §§ 12.31-12.33.

Contact at Messiah University: Matt Reitnour at mreitnour@messiah.edu

21st Century Cyber Charter School

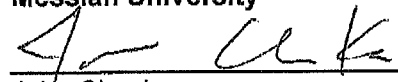

Pete Mango (Oct 11, 2022 15:01 EDT)

Peter Mango
Board Chairperson

10-11-2022

Date

Messiah University



John Chopka
Vice President for Enrollment Management

10/4/22

Date

Board Affirmation Statement



21st Century Cyber Charter School

1245 Wrights Lane, West Chester, PA 19380

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

Steps to Complete this Section:

Note: Individual signatures required for each section.

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

Charter Annual Report Affirmation

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

Affirmed on this 8th day of August 2023

By:  (Signature of Board Chairperson or Vice Chairperson)

Andrea L Fox (Print Name) Chairperson or Vice Chairperson Board of Trustees

Charter School Law Affirmation

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

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

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

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

Affirmed on this 8th day of August 2023

By:  (Signature of Board Chairperson or Vice Chairperson)
Andrea L. Fox (Aug 8, 2023 14:16 EDT)

Andrea L Fox (Print Name) Chairperson or Vice Chairperson Board of Trustees

Ethics Act Affirmation

Pennsylvania's current Public Official and Employee Ethics Act (Ethics Act), Act 93 of 1998, Chapter 11, 65 Pa.C.S. § 1101 et seq., became effective December 14, 1998 and has subsequently been amended. The Ethics Act provides that public office is a public trust and that any effort to realize personal financial gain through public office other than compensation provided by law is a violation of that trust. The Ethics Act was passed to strengthen the faith and confidence of the people of Pennsylvania in their government. The Pennsylvania State Ethics Commission (Commission) administers and enforces the provisions of the Ethics Acts and provides guidance regarding its requirements.

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

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

Affirmed on this 8th day of August 2023

By:  (Signature of Board Chairperson or Vice Chairperson)
Andrea L Fox (Print Name) Chairperson or Vice Chairperson Board of Trustees

Charter Annual Background Check Affirmation

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

Affirmed on this 8th day of August 2023

By:  (Signature of Board Chairperson or Vice Chairperson)
Andrea L Fox (Print Name) Chairperson or Vice Chairperson Board of Trustees

Charter Annual Administrative Certification Affirmation

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

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

Affirmed on this 8th day of August 2023

By:  (Signature of Board Chairperson or Vice Chairperson)
Andrea L. Fox (Aug 8, 2023 14:16 EDT)

Andrea L Fox (Print Name) Chairperson or Vice Chairperson Board of Trustees

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

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

Affirmed on this 8th day of August 2023

By:  (Signature of Board Chairperson or Vice Chairperson)

Andrea L Fox _____ (Print Name) Chairperson or Vice Chairperson Board of Trustees

Note: Signature, Print Name and Board of Education are hard copy required (Board President must actually sign and complete).

Replace the following text in the header: LEA Name, Address, School Logo/Icon placeholder image.