

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

July 1, 2024 – JUNE 30, 2029

EARLY COLLEGE PROGRAM

The purpose of the Early College Program (the “Program”) is to allow high school students enrolled at 21st Century Cyber Charter School (“21CCCS”) to earn college credit while still in high school.

ELIGIBLE HIGH SCHOOL STUDENTS

- Participating students in the Program must:
 - be high school juniors or seniors; freshmen and sophomores may also be eligible based on a review of their academic qualifications.
 - must have satisfactory progress toward meeting high school graduation requirements as determined by 21CCCS.
 - maintain a minimum **3.0** high school GPA and demonstrate readiness for college-level coursework in the intended subject area of study as determined by the College.
 - have the following permission signatures:
 - the students’ assigned high school guidance counselor or a school administrator
 - parent or guardian permission with initials acknowledging financial responsibility for tuition, course fees, and required course materials if applicable.
- A minimum **GPA of 2.0 and a grade of “C” or better** in each attempted college-level course is expected for continued participation in the Program. High schools may impose additional GPA requirements.

CREDITS

- Luzerne County Community College (“LCCC”) does not guarantee college credit awarded by the College will meet any high school diploma requirements. Participating students should contact their high school guidance counselor or school administrator regarding high school policies governing college credit.
- The credits awarded for a dual enrolment 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 in the Program until the students earn their high school diploma.
- LCCC may impose prerequisite and corequisite requirements for LCCC courses and curricula to ensure students are prepared for coursework and will gain maximum benefit from instruction.

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- LCCC may not enroll participating students in remedial, developmental, or other courses that are not college-level.
- LCCC 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, at the high school and/or online if offered. Participating students:
 - may receive an LCCC email and Self-Service accounts.
 - can attend events sponsored by the College.
 - are encouraged to use LCCC's Student Support Services.
 - may use college credits earned in the program toward the requirements of an LCCC program as per the LCCC Catalog: <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.

ALL LCCC POLICIES shall apply to participating students. Policy information can be found in the LCCC Catalog.

STUDENTS WITH DISABILITIES

- Participating students with a documented disability will need to have their paperwork (IEP, 504 plan, medical documentation) submitted to the LCCC Counselor of Accessibility Services and sign the Request for Accommodations Form.
- Participating students are responsible for initiating requests for accessibility services.
- The accommodation policy and procedure along with resources are available on LCCC's Student Intranet.

GRANTS AND FINANCIAL AID

- Participating students enrolled in any course(s) at LCCC are **NOT** eligible for any state or federal financial aid disbursed by LCCC.

TUITION, FEES & COURSE MATERIALS

- Participating students shall be responsible for payment of all tuition, applicable course fees, and, when applicable, required course material fees. 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. LCCC will provide 21CCCS and 21CCCS's students with a 50% reduction in the regular tuition rate for all dual enrollment courses. LCCC's normal refund policy will apply in the case of a student who withdraws from a dual enrollment course before completing it.

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

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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.

GENERAL TERMS AND CONDITIONS

- This Agreement represents the entire understanding between the Parties and can be modified only in writing with the same formality as the original Agreement.
- LCCC reserves the right to adopt additional rules and regulations deemed necessary or appropriate with respect to the Program; such rules and regulations become effective sixty (60) days after written notice from LCCC to the School District.
- This Agreement will be reviewed annually by the appropriate persons at LCCC or the School District and will automatically renew for a period of time not to exceed five (5) years. Not later than sixty (60) days prior to the end of the five (5) year period, each Party shall review and together make any changes to an updated Agreement to be considered for execution and implementation.
- Either Party may terminate this Agreement by written notice at least sixty (60) days in advance of any anniversary date of this Agreement. Termination shall become effective on the final date of LCCC's then current academic period if an academic period is in progress as of the date of the termination notice. Should this Agreement be terminated, it is understood that the

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termination will not apply to students already accepted to LCCC under the terms of this Agreement, but not yet enrolled in classes.

- The Parties understand that they shall act in an independent capacity in the performance of this Agreement, and shall not be considered as employees, agents, affiliates, or subsidiaries of each other. Neither Party shall have the right to bind or obligate the other in any manner inconsistent with or unrelated to this Agreement.
- This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles. Any dispute under this Agreement shall be resolved in the state or federal courts located in Luzerne County, Pennsylvania. The terms of this Agreement are not in violation of any state, federal or local legislation. Should any be discovered, or any law later amended, only that portion of the Agreement becomes subject to negotiation or resolve.
- Neither Party shall assume any liabilities as a result of this Agreement. 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 Agreement. Nothing herein shall be construed as a waiver of any immunities afforded LCCC by law or otherwise.
- Luzerne County Community College does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. For a complete copy of the LCCC non-discrimination policy, go to <http://portal.luzerne.edu/forms/dc.pdf>. Inquiries may be directed to the Title IX Coordinator, Kim Hogan, Dean of Human Resources, Luzerne County Community College, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, khogan@luzerne.edu or 800-377-5222 extension 7363. Inquiries related to accessibility services for students may be directed to the Section 504 Coordinator, Dr. Graceann Platukus, Vice-President of Enrollment Management & Student Affairs, Luzerne County Community College, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, gplatukus@luzerne.edu or 800-377-5222, ext. 7243.
- The School District agrees that they are an Equal Opportunity Employer.
- Any notices to be given hereunder by any Party to the other may be provided by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses set forth hereinafter, but each Party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.

If to LCCC: Luzerne County Community College
 Attention: Early College Program Administrator
 521 Trailblazer Drive
 Nanticoke PA 18634

Copy to: Luzerne County Community College
 Attention: Finance Division Administrator
 521 Trailblazer Drive
 Nanticoke PA 18634

If to the School District: _____

Copy to: _____

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- The Parties shall comply with the Federal Educational Rights and Privacy Act of 1974, as amended.
- LCCC shall not be responsible for the payment of any federal, state, or local taxes for or on behalf of the Institution under any circumstances.
- This agreement mutually binds and benefits all heirs, assignees, and successors of both Parties.
- It is understandably possible that each party may sign several counterparts of this Agreement. It is hereby agreed that each duly signed counterpart is considered valid as part of this Agreement.
- Waiver by one party hereto of breach of any provision of this Agreement by the other shall not be construed as a continuing waiver.
- Should any court determine any provision of this Agreement, or any portion thereof, to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- This Agreement may not be assigned without the prior written consent of the College.

SIGNATURES

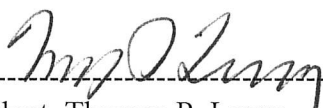
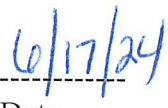
The willingness of both Parties to enter this Agreement is indicated by the following signatures whereby the authorized signature of LCCC is designated as the President.

FOR THE SCHOOL:

LUZERNE COUNTY COMMUNITY COLLEGE:



 Board of Trustees Chair/Vice Chair Date
 21st Century Cyber Charter

 President, Thomas P. Leary Date

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

Commonwealth University of Pennsylvania
Memorandum of Understanding

THIS AGREEMENT is entered by and between Commonwealth University of Pennsylvania hereinafter referred to as "the University" and 21st Century Cyber Charter School hereinafter referred to as "the District," a public school district under the laws of the Commonwealth of Pennsylvania, "the Commonwealth."

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 while enrolled in high school; and

WHEREAS, the University wishes to develop an Early College Program to recruit outstanding high school 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 agree as follows:

1. Term. This Agreement shall be effective upon the review and approval of all the necessary party and Commonwealth officials and in effect as of the date of the last signature. The term of this agreement shall be for a total of three (3) years commencing upon the review and approval of all necessary party and Commonwealth officials. The agreement will be reviewed at the conclusion of each year, including the ability to suggest recommended changes that satisfy the interests of the District and the University. At the conclusion of the agreement's third year, the parties, at their mutual option, may extend this agreement for another subsequent period of time not to exceed five years.

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

3. Enrollment. Students selected by the District for enrollment in an Early College Program course 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, without cost to the University, the documentation necessary to the students' enrollment. This includes confirmation from the school counselor attesting to the academic preparedness of the student for college-level course(s). Each student will have to apply to the University for non-degree status.

4. Semesters and Sessions. Students selected by the District may enroll in online courses, hybrid or blended courses, and/or face-to-face courses under this agreement during both the academic year and the summer and winter sessions as non-degree University students. Enrollment is on a space-available basis.

5. Regular Admission. Early College students who are eligible for admission will be automatically reviewed and conditionally admitted to the University. Any other student from the District who wishes to become a fully matriculated undergraduate student upon graduation from high school must follow the normal application process. Students must meet admission criteria for Commonwealth University generally and for any admission criteria specific to the academic program the student is seeking to enroll in. Certain majors, including many in the health sciences, have additional admissions requirements. Tuition reductions described in paragraph 7 do not apply once a student enrolls in the University outside of this consortial arrangement.

6. Transcription of Courses. Courses offered under this agreement will be transcribed in the same manner as other courses offered by the University. Students may obtain official transcripts of their coursework from the Office of the Registrar.

7. Fiscal Issues. The University will offer courses to the District's students at a single, reduced rate for enrollment, inclusive of tuition and fees. Fees included in the rate exclude the usage of the Recreation Center and Student Health Centers on all campuses of Commonwealth University. The student will be responsible for the following fees:

- a) The reduced rate for the Early College / dual enrollment program will be \$115 per credit hour of instruction, which is limited to students of the District.
- b) University withdrawals will be handled under the University's refund policy.

8. Class Size. Certain minimum class size enrollment may restrict access to desired courses. The University reserves the right to set course enrollment size.

9. Rights, Privileges, and Responsibilities. Students registered as non-degree students at Commonwealth University under this agreement will have use of the library, and other academic resources. The Early College students will not have access to the Recreation Center or Student Health Center on any campus of Commonwealth University. All Commonwealth University policies and procedures, including, but not limited to, academic policies and student discipline policies shall apply.

10. Family Educational Rights and Privacy Act. All Parties shall agree to keep confidential all personally identifiable student information from educational records provided as set forth in the Family Educational Rights and Privacy Act and its implementing regulations, 34 CFR CH. 99 ("FERPA"). The following requirement shall apply:

- a) All data shared with the School District is considered confidential and cannot be disclosed or re-disclosed with any other third party, except as provided below:
 - i. The School District and University may exchange information on the student.
 - ii. Information on the student should only be shared within the School District entity by individuals who have a legitimate need to view the information to verify or audit the qualifications of the student to participate in this program at the University.
 - iii. If the student is under 18, the parents still retain the rights under FERPA at the high school and may inspect and review any records sent by the University to the School District.
 - iv. The University may disclose personally identifiable information from the student's education records to the parents, without the consent of the eligible student, if the student is a dependent for tax purposes under the IRS rules.
- b) For all other sharing purposes not described herein, the University will require students to sign a specific FERPA release.

11. Liability. 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 agreement. 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 agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the State System of Higher Education, or the University.

12. Insurance. As an agency of the Commonwealth, public university and state instrumentality, there is no statutory authority for the University to purchase insurance. Instead, the University participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Finance and Risk Management of the Pennsylvania Department of General Services.

13. 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.

14. 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.

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

16. Entire Agreement. This is the entire Agreement between the parties hereto and supersedes 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.

Bashar W. Hanna Digitally signed by Bashar W. Hanna
Date: 2023.04.14 11:01:54 -04'00'


President, Commonwealth University of Pennsylvania

_____ Date

Diana Rogers-Adkinson Digitally signed by Diana Rogers-Adkinson
Date: 2023.04.13 09:15:55 -04'00'

Provost, Commonwealth University of Pennsylvania

_____ Date


[Pete Mango \(Apr 11, 2023 14:35 EDT\)](#)

Peter Mango, 21CCCS Board of Trustees Chairperson

_____ April 11, 2023

_____ Date

Approved as to Form and Legality:

Wesley M. Weymers II Digitally signed by Wesley M. Weymers II
Date: 2023.04.14 11:14:50 -04'00'

University Legal Counsel,
Pennsylvania State System of Higher Education

_____ Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE 21ST CENTURY CYBER EDUCATION ASSOCIATION, PSEA/NEA
AND THE 21ST CENTURY CYBER CHARTER SCHOOL**

This Memorandum of Understanding (the "MOU") is made by and between 21st Century Cyber Charter School (the "Employer" or "Management") and the 21st Century Cyber Education Association, PSEA/NEA (the "Association"). The Employer and the Association will be referred to collectively as "the Parties".

WHEREAS, the Association is the sole and exclusive collective bargaining representative of all full-time and regular part-time instructional employees certified by the National Labor Relations Board in Certification, Case No. 04-RC-272006 ("Bargaining Unit Member" or "Employee");

WHEREAS, the Employer and Association are parties to a Collective Bargaining Agreement over the time period of October 12, 2023 through June 20, 2026 ("CBA").

WHEREAS, the Employer is in need of an instructor to provide support services to English Language Learner ("ELL") students;

WHEREAS, On November 14, 2023 the Employer's Board of Trustees (the "Board") created new ELL position(s). The ELL Teacher position(s) will be in the Bargaining Unit;

WHEREAS, , the Employer will diligently seek qualified individuals to fill the open position;


WHEREAS, until such time as the open ELL Teacher position is filled, the Employer is proposing to contract with the Chester County Intermediate Unit (CCIU) to provide support services to ELL students;

NOW, THEREFORE, intending to be legally bound hereby, the Parties agree as follows:

1. For the term of this MOU, the ELL Teacher position remains unfilled and while it continues to advertise and seek applicants for the vacancy, the Employer may utilize the services of the CCIU to temporarily provide support services to ELL students.
2. The Employer will cease its use of the CCIU in providing support services to ELL students immediately upon the start date of the ELL Teacher hired by the Employer.
3. Entry into this MOU by the parties does not constitute a waiver of any provision of the CBA by either party and all such provisions of the CBA will remain in effect unless modifications to the CBA are in writing and signed by both parties. The work described in paragraph 2 is bargaining unit work and the entry into this MOU by the parties does not constitute a waiver by the Association to exclusively perform bargaining unit work.
4. This MOU shall be effective upon execution by both parties.
5. This MOU shall not establish a past practice or precedent.


6. This MOU shall expire upon the end of the 2023-2024 school year.
7. This MOU shall not alter the terms of the CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.
8. Violation of this MOU will be subject to arbitration pursuant to the the grievance-arbitration provisions of the CBA.
9. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of the MOU.

IN WITNESS WHEREOF, the Parties hereto have duly executed this on the date set forth herein.


Andrea Fox (Feb 13, 2024 14:20 EST)

21st Century Cyber Charter School

Date: Feb 13, 2024


Brittany Trotter (Feb 14, 2024 08:05 EST)

21st Century Cyber Charter Education Association

Date: Feb 14, 2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE 21ST CENTURY CYBER EDUCATION ASSOCIATION, PSEA/NEA
AND THE 21ST CENTURY CYBER CHARTER SCHOOL**

This Memorandum of Understanding (the "MOU") is made by and between 21st Century Cyber Charter School (the "Employer" or "Management") and the 21st Century Cyber Education Association, PSEA/NEA (the "Association"). The Employer and the Association will be referred to collectively as "the Parties".

WHEREAS, the Association is the sole and exclusive collective bargaining representative of all full-time and regular part-time instructional employees certified by the National Labor Relations Board in Certification, Case No. 04-RC-272006 ("Bargaining Unit Member" or "Employee");

WHEREAS, the Parties have reached a tentative agreement ("TA") regarding a first collective bargaining agreement ("CBA") the approval of which is pending;

WHEREAS, upon approval of the TA by the Parties, the Parties have agreed to the retroactive payments of Bargaining Unit Members as stated in this MOU; and


NOW, THEREFORE, intending to be legally bound hereby, the Parties agree as follows:

1. Within sixty (60) days of approval of the TA by the Parties, the Employer shall pay each eligible Bargaining Unit Member the difference between the salary that they received in the 2022-2023 school year and their salary for the 2022-2023 school year in accordance with the Salary Schedule, Appendix ____, of the TA (the "Salary Schedule"). The payment shall be for up to a total of ninety-seven (97) days of employment in the 2022-2023 school year accounting for the time period of January 18, 2022 through June 7, 2023. The payment amount for each eligible Bargaining Unit Member shall be made in accordance with the list as agreed upon by the Parties.
2. Within sixty (60) days of approval of the TA by the Parties, the Employer shall pay current Bargaining Unit Members the difference between the salary that they received in the 2023-2024 school year so far and the salary that they would have received had the TA been approved in advance of the start of the 2023-2024 school year (their salary for the 2023-2024 school year in accordance with the Salary Schedule). This payment includes only payments from the beginning of the 2023-2024 school year (since July 1, 2023) through the date of approval of the TA by the Parties. The payment amount for each Bargaining Unit Member shall be made in accordance with the list as agreed upon by the Parties.
3. If the Parties approve the TA on different dates, then the "date of approval" shall be defined as the date of approval by the party last approving the TA.
4. The terms of this MOU shall be subject to the grievance-arbitration provisions of the CBA.
5. This MOU shall be effective upon execution by the Parties.
6. This MOU shall not alter the terms of the CBA except as expressly stated herein.

7. All other terms of the CBA shall remain in full force and effect.

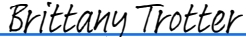
8. This MOU shall not establish a past practice or precedent.

IN WITNESS WHEREOF, the Parties hereto have duly executed this on the date set forth herein.


Andrea Fox (Oct 11, 2023 09:34 EDT)

21st Century Cyber Charter School
Andrea Fox,
Board of Trustees Vice Chairperson

Date: Oct 11, 2023


Brittany Trotter (Oct 11, 2023 09:28 EDT)

21st Century Cyber Charter Education
Association

Date: Oct 11, 2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE 21ST CENTURY CYBER EDUCATION ASSOCIATION, PSEA/NEA
AND THE 21ST CENTURY CYBER CHARTER SCHOOL**

This Memorandum of Understanding (the "MOU") is made by and between 21st Century Cyber Charter School (the "Employer" or "Management") and the 21st Century Cyber Education Association, PSEA/NEA (the "Association"). The Employer and the Association will be referred to collectively as "the Parties".

WHEREAS, the Association is the sole and exclusive collective bargaining representative of all full-time and regular part-time instructional employees certified by the National Labor Relations Board in Certification, Case No. 04-RC-272006 ("Bargaining Unit Member" or "Employee");

WHEREAS, the Employer and Association are parties to a Collective Bargaining Agreement over the time period of October 12, 2023 through June 20, 2026 ("CBA").

WHEREAS, Article XXXIX of the CBA states:

Community outreach events are in-person or virtual student events, including but not limited to school picnics and field trips. Each Bargaining Unit Member shall participate in three (3) community outreach events per school year. Supervisors shall determine if work hours will be adjusted depending upon the event. Community outreach events do not include graduation that occurs for the Employee's regularly assigned work location, to which all Employees shall attend;

WHEREAS, both the Employer and Association interpret the above stated requirement to apply to all bargaining unit members hired prior to January 1;

WHEREAS, both the Employer and Association further interpret the above stated requirement to impose a lesser requirement on all other employees hired on or after January 1 of a given school year.

NOW, THEREFORE, intending to be legally bound hereby, the Parties agree as follows:

1. If a bargaining unit member is hired on or after January 1 but before April 1 of a given school year, the individual shall only be required to participate in one community outreach event that school year.
2. If a bargaining unit member is hired on or after April 1 of a given school year, there shall be no requirement that the individual participate in a community outreach event that school year.
3. Entry into this MOU by the parties does not constitute a waiver of any provision of the CBA by either party and all such provisions of the CBA will remain in effect unless modifications to the CBA are in writing and signed by both parties.

4. This MOU shall be effective upon execution by both parties.
5. This MOU shall not establish a past practice or precedent.
6. This MOU shall not alter the terms of the CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.
7. Violation of this MOU will be subject to arbitration pursuant to the the grievance-arbitration provisions of the CBA.
8. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of the MOU.

IN WITNESS WHEREOF, the Parties hereto have duly executed this on the date set forth herein.


Andrea Fox (Apr 9, 2024 15:53 EDT)

21st Century Cyber Charter School



21st Century Cyber Charter Education Association

Date: Apr 9, 2024

Date: March 28, 2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE 21ST CENTURY CYBER EDUCATION ASSOCIATION, PSEA/NEA
AND THE 21ST CENTURY CYBER CHARTER SCHOOL**

This Memorandum of Understanding (the "MOU") is made by and between 21st Century Cyber Charter School (the "Employer" or "Management") and the 21st Century Cyber Education Association, PSEA/NEA (the "Association"). The Employer and the Association will be referred to collectively as "the Parties".

WHEREAS, the Association is the sole and exclusive collective bargaining representative of all full-time and regular part-time instructional employees certified by the National Labor Relations Board in Certification, Case No. 04-RC-272006 ("Bargaining Unit Member" or "Employee");

WHEREAS, the Employer and the Association are parties to a Collective Bargaining Agreement in effect until June 30, 2026 (hereinafter referred to as the "CBA");

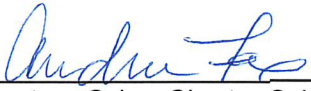
WHEREAS, the Employer shall allow Bargaining Unit Members the option to work from home during the work week, subject to conditions as stated in this MOU; and

NOW, THEREFORE, intending to be legally bound hereby, the Parties agree as follows:


1. For the remainder of the 2023-2024 school year and for the first semester of the 2024-25 school year, eligible Bargaining Unit Members shall have the option to work from home full-time, subject to the following conditions:
 - a. If required by the Employer, a Bargaining Unit Member shall not work from home on transition days, professional development days, or on other days as designated by the Employer. The Employer shall notify Employees of necessary onsite days at least two (2) weeks in advance.
 - b. Each Employee shall meet performance expectations, including completing curriculum work, if applicable, and adhere to all other terms of the CBA and Board of Trustees' ("Board") policies while working from home.
 - c. Employees shall participate in testing roles, including an adequate number of restraint-trained personnel, at all testing locations for PSSA and Keystone testing.
 - d. Bargaining Unit Members who are working from home shall ensure that their cameras are turned on so they are visible during staff and/or department meetings and during professional development sessions being delivered virtually. Bargaining Unit Members are expected to be on camera during live labs as much as possible.
2. A Bargaining Unit Member is eligible to work from home if he/she/they have at least a satisfactory End of Year Summative evaluation and is not in corrective action. New hires are eligible to work from home prior to receiving a formal evaluation.
3. Employees who are not eligible for work from home shall continue to have the option to work from home during evening virtual office hours but shall report to the office in the morning.

4. The Employer may at its discretion suspend an Employee's work from home eligibility if the Employee is repeatedly unreachable or inactive during the regular work day, including not responding to school communications from supervisors or administrators (via email, work phone/cell phone, virtual office communications, instant messaging) within an hour excluding instructional time or lunch time, or for any other purpose warranting disciplinary action related to the Employee working from home.
5. Employees working from home shall sign a Teleworking Agreement in accordance with Board policy.
6. Internet reimbursement shall not be provided to an Employee who works from home.
7. This MOU shall be effective upon execution of the MOU by both the Parties and shall expire at the end of the first semester of the 2024-25 school year
8. The Employer may renew this MOU at its discretion and will consider among other factors whether Act 13 building scores have improved at least 2%. The Association accepts that, if the Employer does not renew this MOU, then the Work From Home provision in the CBA would apply.
9. The terms of this MOU shall not be subject to the grievance-arbitration provisions of the CBA.
10. This MOU shall not alter the terms of the CBA except as expressly stated herein.
11. All other terms of the CBA shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Memorandum on the date set forth herein.



21st Century Cyber Charter School
Andrea Fox, Board of Trustees
Chairperson


Brittany Trotter (May 15, 2024 17:38 EDT)

21st Century Cyber Charter School
President, 21CCCS Education Association

Date: 5-14-2024

Date: May 15, 2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE 21ST CENTURY CYBER EDUCATION ASSOCIATION, PSEA/NEA
AND THE 21ST CENTURY CYBER CHARTER SCHOOL**

This Memorandum of Understanding (the "MOU") is made by and between 21st Century Cyber Charter School (the "Employer" or "Management") and the 21st Century Cyber Education Association, PSEA/NEA (the "Association"). The Employer and the Association will be referred to collectively as "the Parties".

WHEREAS, the Association is the sole and exclusive collective bargaining representative of all full-time and regular part-time instructional employees certified by the National Labor Relations Board in Certification, Case No. 04-RC-272006 ("Bargaining Unit Member" or "Employee");

WHEREAS, the Employer and Association are parties to a Collective Bargaining Agreement over the time period of October 12, 2023 through June 20, 2026 ("CBA").

WHEREAS, Article XXI of the CBA states in relevant part,

The work year for all 10-month Employees shall be 193 days. For Counselors, ISD, part-time Curriculum Developers, Social Worker, and Lead Teachers who worked as 12-month Employees (260 days) or worked twenty (20) days in addition to the school year for 10-month Employees at their per diem rate between July 1st and June 30 during the 2022-2023 school year, their work year shall remain the same during the term of this Agreement. For all other Counselors, ISD, Nurses, part-time Curriculum Developers and Lead Teachers, including new hires during the term of this Agreement, the Employer shall within its sole discretion determine whether the position will be offered as a 10-month Employee position;

WHEREAS, the Employer hired four (4) employees, two (2) ISD and two (2) Curriculum Developers, as 10-month Employees;

WHEREAS, the four (4) employees are Lindsay Reid (original date of hire: 3/26/2018), Heather Iovine (original date of hire: 8/09/2016), Chrissy Lockard (original date of hire: 11/14/2023), and Tiff Marraffa (original date of hire: 1/09/2024) ("Employees");

WHEREAS, the Employer now wishes to employ the Employees as 12-month Employees (260 days) effective July 1, 2024;

WHEREAS, the Association agrees that these Employees should be classified as 12-month Employees (260 days);

NOW, THEREFORE, intending to be legally bound hereby, the Parties agree as follows:

1. Employees who were hired by the Employer as 10-month Employees, shall heretofore be recognized as 12-month Employees (260 days).
2. Employees shall receive all benefits provided to 12-month Employees under the CBA.

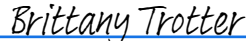
3. Employees' original date of hire shall be his/her/their date of hire for seniority and vacation accrual purposes.
4. This MOU shall be effective July 1, 2024
5. This MOU shall not alter the terms of the CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.
6. Violation of this MOU will be subject to arbitration pursuant to the the grievance-arbitration provisions of the CBA.
7. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of the MOU.

IN WITNESS WHEREOF, the Parties hereto have duly executed this on the date set forth herein.



21st Century Cyber Charter School
Andrea Fox,
Board of Trustees Chairperson

Date: 5-14-2024



Brittany Trotter (May 15, 2024 17:38 EDT)

21st Century Cyber Charter Education
Association

Date: May 15, 2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE 21ST CENTURY CYBER EDUCATION ASSOCIATION, PSEA/NEA
AND THE 21ST CENTURY CYBER CHARTER SCHOOL**

This Memorandum of Understanding (the "MOU") is made by and between 21st Century Cyber Charter School (the "Employer" or "Management") and the 21st Century Cyber Education Association, PSEA/NEA (the "Association"). The Employer and the Association will be referred to collectively as "the Parties".

WHEREAS, the Association is the sole and exclusive collective bargaining representative of all full-time and regular part-time instructional employees certified by the National Labor Relations Board in Certification, Case No. 04-RC-272006 ("Bargaining Unit Member" or "Employee");

WHEREAS, the Parties are in the process of bargaining an initial Collective Bargaining Agreement.

WHEREAS, the Employer is proposing to modify some terms and conditions of Special Education Teachers' employment and retain temporary case managers to complete some Special Education Teacher responsibilities due to multiple vacancies in this position; and


NOW, THEREFORE, intending to be legally bound hereby, the Parties agree as follows:

1. Special Education teachers shall receive one additional work from home day per week until the execution of the CBA.
2. For the 2023-2024 school year due to the increased caseloads for Special Education Teachers as a result of Special Education Teacher vacancies, Special Education Teachers shall receive \$36.00 per hour for work completed outside of their regular workday, including Individualized Education Plan (IEP) writing, case management, and student advising to be submitted through the CSIU portal and approved by the Director of Special Education. Any conflicting language that appears in the agreement by the parties in a Collective Bargaining Agreement Shall supersede this provision.
3. The Employer may employ no more than four (4) case managers who will perform the following duties:
 - a. Complete all IEP paperwork and hold IEP Meetings
 - b. Responsible for Progress Monitoring
 - c. Main point of contact for staff regarding student
 - d. Hold PTC's with Principals and students/parents
 - e. Meet with students in the VO to support students
 - f. Must be available for IEP meetings and PTC's
4. Case managers shall be employed for no less than one (1) semester. If any case manager is employed for more than one (1) work year under the CBA, the position

shall be recognized by the parties as members represented by the bargaining unit and the parties shall negotiate wages, hours, terms and conditions of employment at that time.

5. This MOU shall be effective September 12, 2023, subject to the Employer's Board of Trustees' approval.
6. This MOU serves as a limited exception to the normal operating procedures pursuant to the CBA due to exigent circumstances, the entry into this MOU by the parties does not constitute a waiver by the Association to perform bargaining unit work.
7. The work described in paragraph 3 is bargaining unit work and the entry into this MOU by the parties does not constitute a waiver by the Association to exclusively perform bargaining unit work.
8. This MOU shall not establish a past practice or precedent.
9. This MOU shall not alter the status quo regarding any Bargaining Unit Members except to the extent stated in this MOU.
10. All other status quo employment terms shall remain in full force and effect unless and until a collective bargaining agreement becomes effective.
11. The parties reserve all rights and privileges under applicable law.
12. Violation of this MOU will be subject to ULP before the National Labor Relations Board or a grievance procedure in a CBA entered into by the parties subsequent to the MOU.

IN WITNESS WHEREOF, the Parties hereto have duly executed this on the date set forth herein.


Andrea Fox (Sep 12, 2023 22:37 EDT)

21st Century Cyber Charter School
Andrea Fox,
Board of Trustees Vice Chairperson

Date: September 12, 2023


21st Century Cyber Charter Education
Association

Date: 09-11-2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE 21ST CENTURY CYBER EDUCATION ASSOCIATION, PSEA/NEA
AND THE 21ST CENTURY CYBER CHARTER SCHOOL**

This Memorandum of Understanding (the "MOU") is made by and between 21st Century Cyber Charter School (the "Employer" or "Management") and the 21st Century Cyber Education Association, PSEA/NEA (the "Association"). The Employer and the Association will be referred to collectively as "the Parties".

WHEREAS, the Association is the sole and exclusive collective bargaining representative of all full-time and regular part-time instructional employees certified by the National Labor Relations Board in Certification, Case No. 04-RC-272006 ("Bargaining Unit Member" or "Employee");

WHEREAS, the Parties are in the process of bargaining an initial Collective Bargaining Agreement.

WHEREAS, the Employer is proposing to modify some terms and conditions of Special Education Teachers' employment and retain temporary case managers to complete some Special Education Teacher responsibilities due to multiple vacancies in this position; and


NOW, THEREFORE, intending to be legally bound hereby, the Parties agree as follows:

1. Special Education teachers shall receive one additional work from home day per week until the execution of the CBA.
2. For the 2023-2024 school year due to the increased caseloads for Special Education Teachers as a result of Special Education Teacher vacancies, Special Education Teachers shall receive \$36.00 per hour for work completed outside of their regular workday, including Individualized Education Plan (IEP) writing, case management, and student advising to be submitted through the CSIU portal and approved by the Director of Special Education. Any conflicting language that appears in the agreement by the parties in a Collective Bargaining Agreement Shall supersede this provision.
3. The Employer may employ no more than four (4) case managers who will perform the following duties:
 - a. Complete all IEP paperwork and hold IEP Meetings
 - b. Responsible for Progress Monitoring
 - c. Main point of contact for staff regarding student
 - d. Hold PTC's with Principals and students/parents
 - e. Meet with students in the VO to support students
 - f. Must be available for IEP meetings and PTC's
4. Case managers shall be employed for no less than one (1) semester. If any case manager is employed for more than one (1) work year under the CBA, the position

shall be recognized by the parties as members represented by the bargaining unit and the parties shall negotiate wages, hours, terms and conditions of employment at that time.

5. This MOU shall be effective September 12, 2023, subject to the Employer's Board of Trustees' approval.
6. This MOU serves as a limited exception to the normal operating procedures pursuant to the CBA due to exigent circumstances, the entry into this MOU by the parties does not constitute a waiver by the Association to perform bargaining unit work.
7. The work described in paragraph 3 is bargaining unit work and the entry into this MOU by the parties does not constitute a waiver by the Association to exclusively perform bargaining unit work.
8. This MOU shall not establish a past practice or precedent.
9. This MOU shall not alter the status quo regarding any Bargaining Unit Members except to the extent stated in this MOU.
10. All other status quo employment terms shall remain in full force and effect unless and until a collective bargaining agreement becomes effective.
11. The parties reserve all rights and privileges under applicable law.
12. Violation of this MOU will be subject to ULP before the National Labor Relations Board or a grievance procedure in a CBA entered into by the parties subsequent to the MOU.

IN WITNESS WHEREOF, the Parties hereto have duly executed this on the date set forth herein.


Andrea Fox (Sep 12, 2023 22:37 EDT)

21st Century Cyber Charter School
Andrea Fox,
Board of Trustees Vice Chairperson

Date: September 12, 2023


21st Century Cyber Charter Education
Association

Date: 09-11-2023



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. §99,1*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)(l)(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](#)



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)(l)(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:

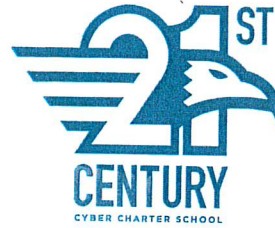
1. No later than thirty (30) days prior to the deadline for submitting the Safe Schools report to the Office for Safe Schools, the Chief Executive Officer shall submit the report to the police department that has jurisdiction over the relevant Charter School property. The police department shall review 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](#)

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 25 day of July, 2024

By: Andrea Fox (Signature of Board President)

Andrea Fox (Print Name)

Chairperson Board of Trustees

Charter School Law Affirmation

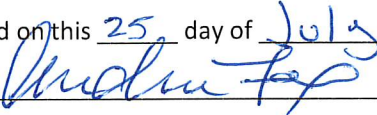
Pennsylvania's first Charter School Law was Act 22 of 1997, 24 P.S. § 17-1701-A et seq., which primarily became effective June 19, 1997, and has subsequently been amended.

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 25 day of July, 2024

By:  (Signature of Board President)

Andrea Fox (Print Name)

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 25 day of July, 2024

By: Andrea Fox (Signature of Board President)

Andrea Fox (Print Name)

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 25 day of July, 2024

By: Andrea Fox (Signature of Board President)

Andrea Fox (Print Name)

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 25 day of July, 2024

By: Andrea Fox (Signature of Board President)

Andrea Fox (Print Name)

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 25 day of July, 2024

By: Andrea Fox (Signature of Board President)

Andrea Fox (Print Name)

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.