

21ST CENTURY CYBER CS

Charter School Annual Report | 2024 - 2025

School Profile

LEA Name

21st Century Cyber CS

AUN

124150002

Address 1

1245 Wrights Lane

Address 2**City**

West Chester

State

PA

Zip Code

19380

Chief Administrator Name

Dr Matthew Flannery

Chief Administrator Email

mflannery@21cccs.org

Chief Administrator Phone

(484) 875-5458

Extension

Charter School Principal

Principal Name

Monica Frank

Principal Email

mfrank@21cccs.org

Principal Phone

484-875-5400

Extension**Authorizing District(s)**

Cyber Charter - PDE is Authorizing Entity (**CHECKED**)

Upload a summary of the Wellness Check Data collected from the previous school year (pdf only)

21st Century Cyber Charter School Act 55 Data Summary.docx.pdf

Upload Current Charter (PDF only)

21st Century Renewal Decision (6) (1).pdf

2015 Renewal .pdf

Governance and Staff

Board of Trustees Members

Name	Office	Check if New Member
Ms. Andrea Fox		
Dr. Michele Orner		
Ms. Mollie Burnett		
Professor Denise Strohmayer		
Dr. Veronica Andes		
Dr. David McConnell		
Dr. Marlene Fares		

There were no Board of Trustee Changes. **(CHECKED)**

Upload the Act 55 training certificates for all Board Members (pdf only)

Act 55 Training - Board of Trustees Certificates.pdf

Board of Trustees Meeting Schedule

Location	Date	Time
Via WebEx @ 21st Century Cyber Charter School	2024-08-13	1:00
Via WebEx @ 21st Century Cyber Charter School	2024-09-10	1:00
Via WebEx @ 21st Century Cyber Charter School	2024-10-08	1:00

Via WebEx @ 21st Century Cyber Charter School	2024-11-12	1:00
Via WebEx @ 21st Century Cyber Charter School	2024-11-12	1:00
Via WebEx @ 21st Century Cyber Charter School	2024-12-10	1:00
Via WebEx @ 21st Century Cyber Charter School	2025-01-14	1:00
Via WebEx @ 21st Century Cyber Charter School	2025-02-11	1:00
Via WebEx @ 21st Century Cyber Charter School	2025-03-18	2:00
Via WebEx @ 21st Century Cyber Charter School	2025-04-08	4:30
Via WebEx @ 21st Century Cyber Charter School	2025-05-13	4:30

Upload Board Minutes

2024-2025 SY Minutes.pdf

Leadership Team

Name	Title/Position	Check if New Member
Dr. Mathew Flannery	Chief Administrator	
Dr. Monica Frank	Principal	
Ms. Erika Laidlaw	Principal	

Dr. Nora wheeler	Chief Academic Officer	
Mr. Jason Palaia	Director of Special Education	
Mr. Sherif Kamel	Human Resource Officer	
Mr. Jonathon Shiota	Business Manager	
Dr. Kelly Sherbondy	Assistant Principal	
Mrs. Melody Dunn	Assistant Principal	
Mr. Mike Matz	Other	
Ms. Heather Messenger	Other	(CHECKED)
Mrs. Patricia Dahl	Other	(CHECKED)

Explanation of Leadership Changes

Due to resignations during the 2023-2024 school year there was a reorganization with administrators. 2 positions were restructured to create a Supervisor of Special Education and a Supervisor of Student Services.

Upload of Professional Staff Member Roster (PDE-414 Form)

_PDE 414 24-25 SY .xlsx - Sheet1.pdf

Quality of Teaching and Other Staff

	# of Staff per Category	# of Staff Appropriately Certified	# of Staff Promoted	# of Staff Transferred	# of Staff Terminated	# of Staff Contracted for Following Year
Chief Executive Officer	1	1	0	0	0	1
Chief Administrative Officer	0	0	0	0	0	0
Principal	2	2	0	0	0	2
Assistant Principal	2	2	0	0	0	2
Classroom Teacher (including Master Teachers)	37	37	0	0	0	37
Specialty Teacher (including Master Teachers)	11	11	0	0	0	11
Special Education Teacher (including Master Teachers)	8	8	0	0	0	9
Special Education Coordinator	1	1	0	0	0	1
Counselor	6	6	0	0	0	6

Psychologist	0	0	0	0	0	0
School Nurse	1	1	0	0	0	1
IT Director	1	1	0	0	0	1
Business Administrator	1	1	0	0	0	1
ISD, Curriculum Developers, Tech Support	19	19	0	0	0	19
HR Manager	1	1	0	0	0	1
Student Support Manager, Facilities Manager	2	2	0	0	0	2
Business Office, Administrative Support Staff, Teaching Assistants	60	60	0	0	0	60
Other	4	4	0	0	0	4
Totals	157	157	0	0	0	158

There were no substantial differences. (CHECKED)

Fiscal Matters

Major Fundraising Activities

No major fundraising activities planned for this year or next year.

Fiscal Solvency Policies

No changes or additions to the policies and procedures.

Accounting System

We utilize the CSIU's Financial Accounting Software in conjunction with the Chart of Accounts mandated by the PA LECS Comptroller's Office for budgeting, accounting, and financial reporting. All financial reporting conforms to GAAP. There are no changes to the accounting system.

Preliminary Statements of Revenues, Expenditures & Fund Balances

Preliminary 24-25 Revenues: \$20,769,512.08 Preliminary 24-25 Expenditures: \$22,518,028.75

Preliminary 24-25 Fund Balance: Estimated \$22,938,648

Upload Statements of Revenues, Expenditures & Fund Balances

24-25 Summarized Revenues 7.28.25.pdf

24-25 Summarized Expenditures 7.28.25.pdf

Financial Audit Basics

Audit Firm

Herbein + Company Inc.

Date of Last Audit

2025-02-11

Fiscal Year Last Audited

2023-24

Explanation of the Report

We have audited the accompanying financial statements of the governmental activities and each major fund of 21st Century Cyber Charter School, as of and for the year ended June 30, 2024, and the related

notes to the financial statements, which collectively comprise 21st Century Cyber Charter School's basic financial statements as listed in the table of contents. In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of 21st Century Cyber Charter School, as of June 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Upload Financial Audit Document(s)

2023-2024 Financial Audit Report.pdf

Financial Audit Citations

Financial Audit Citations Description	Response
Opinions	We have audited the accompanying financial statements of the governmental activities and each major fund of 21st Century Cyber Charter School, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise 21st Century Cyber Charter School's basic financial statements as listed in the table of contents. In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of 21st Century Cyber Charter School, as of June 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.
Basis for Opinions	We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 21st Century Cyber Charter School, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.
Responsibilities of Management for the	Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design,

Financial Statements	implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 21st Century Cyber Charter School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.
Auditor's Responsibilities for the Audit of the Financial Statements	Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we: • Exercise professional judgment and maintain professional skepticism throughout the audit. • Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. • Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 21st Century Cyber Charter School's internal control. Accordingly, no such opinion is expressed. • Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements. • Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about 21st Century Cyber Charter School's ability to continue as a going concern for a reasonable period of time. We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information	Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedule, and pension and other postemployment benefit information on pages 64 through 68 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.
Other Reporting Required by Government Auditing Standards	In accordance with Government Auditing Standards, we have also issued our report dated February 11, 2025 on our consideration of 21st Century Cyber Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of 21st Century Cyber Charter School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering 21st Century Cyber Charter School's internal control over financial reporting and compliance.

Federal Programs Consolidated Review

Federal Programs Consolidated Review Document(s)

No

Special Education

Special Education Support Services

Position Title	Building(s) Name and Location for Charter Schools	Caseload	Low Age	High Age
Director of special Education	21st Century Cyber Charter School	0	12	21
Supervisor of Special Education	21st Century Cyber Charter School	0	12	21

Special Education Contracted Services

Title	Amt. of Time per Week in Days or Hours	Operator	# of Students
Social Skills	One 30 minute session per week per student	Outside Contractor and School Employee	57
Coping skills	One 30 minute session per week per student	Outside Contractor	97
Counseling	One 30 minute session per week per student	Outside Contractor and School Employee	56
Executive Functioning	One 30 minute session per week per student	Outside Contractor	8
Occupational Therapy	One 30 minute session per week per student	Outside Contractor	14
Orientation and Mobility	One 30 minute session per week per student	Outside Contractor	1
Physical Therapy	One 30 minute session per week per student	Outside Contractor	1

Reading Instruction	One 30 minute session per week per student	Outside Contractor	3
Speech and Language Therapy	One 30 minute session per week per student	Outside Contractor	31
Teacher of Visually Impaired	One 30 minute session per week per student	Outside Contractor	2
Teacher of the Deaf and Hard of Hearing	One 30 minute session per week per student	Outside Contractor	3
Audiology services	One 30 minute session per week per student	Outside Contractor	3
Tutor	0	N/A	0
PCA	6.5 hours per day per student	Outside Contractor	2
BSC (Behavior Support Consultant)	0	N/A	0

Special Education Cyclical Monitoring

Date of Last Special Education Cyclical Monitoring

2023-05-31

Upload Executive Summary (pdf only)

21st Century Cyber CS_Corrective Action Verification_CS_2022_638537805756259216 (1).pdf

Upload the policy and procedures surrounding IEP development (pdf only)

Sp Ed Processes and Procedures Manual Draft 1-16-25 (002) (1).pdf

Did you receive a corrective action report?

No

Upload Corrective Action report (pdf only)

21CCCS Determination Letter 11:2024.pdf

Special Education Personnel Development

Autism

Description of Training			
Best Practices and Virtual Instruction			
Lead Person/Position		Year of Training	
Stephanie IDE and Kristen Powell		March 20, 2025	
Hours Per Training	Number of Sessions	Provider	Who Participated (Audience)
1.5	1	CCIU	21st Century Special Education Teachers and Administrators

Training Date Complete

2025-03-20

Resource Doc Special Education Staff Training 21CCCS 2425 (1).pdf

Sign-In Training for Autism.pdf

BehaviorSupport

Description of Training			
This training focused on Positive Relationships and Proactive Strategies			
Lead Person/Position		Year of Training	
Courtney Cohen		March 13, 2025	
Hours Per Training	Number of Sessions	Provider	Who Participated (Audience)
1.5	1	CCIU	21st Century Special Education Teachers and Administrators

Training Date Complete

2025-03-13

Resource Doc Special Education Staff Training 21CCCS 2425 (1)_34168d1a.pdf

Sign-In Training for Behavior_ca99b39a.pdf

Paraprofessional

Training not offered.

Transition

Description of Training			
This training focused on completing the Transition Section of an IEP			
Lead Person/Position		Year of Training	
Anne Daly and Meaghan Stolnis		February 6, 2025	
Hours Per Training	Number of Sessions	Provider	Who Participated (Audience)
1.5	1	CCIU	21st Century Special Education Teachers and Administrators

Training Date Complete

2025-02-06

Sign-In Training for Transition.pdf

Resource Doc Special Education Staff Training 21CCCS 2425 (1)_9f67e2b5.pdf

ScienceofLiteracy

Training not offered.

ParentTraining

Description of Training			
Various Trainings Occured during the 2024-2025 School Year. See Attached			
Lead Person/Position		Year of Training	
Katie Leber		2024-2025	
Hours Per Training	Number of Sessions	Provider	Who Participated (Audience)
1	9	21CCCS	Parents and Counselors

Training Date Complete

2025-05-30
24-25 Spec. Ed. Parent Presentation Topics.pdf
2024 - Parent Trainings.pdf

IEPDevelopment

Description of Training			
Writing Effective Individualized Goals			
Lead Person/Position		Year of Training	
Lisa Russo		August 23, 2024	
Hours Per Training	Number of Sessions	Provider	Who Participated (Audience)
2	1	PATTAN	21st Century Special Education Teachers and Administrators

Training Date Complete

2024-08-23
writing-iep-goals-1-3-19wba.pdf
IEP Writing Session Attendance (Responses).pdf

Special Education Program Profile

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
High School Supplemental Learning Support 3	Secondary	Part-time (0.5)	07/29/2025 08:43 AM

Building Name
21st Century Cyber CS
Support Type

Learning Support		
Support Sub-Type		
Learning Support		
Level of Support		Case Load
Supplemental (Less Than 80% but More Than 20%)		6
Identify Classroom	Classroom Location	Age Range
School District	Secondary	18 to 21
Age Range Justification		FTE %
		0.3

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
High School Supplemental Learning Support 2	Secondary	Full-time (1.0)	07/29/2025 08:41 AM

Building Name		
21st Century Cyber CS		
Support Type		
Learning Support		
Support Sub-Type		
Learning Support		
Level of Support		Case Load
Supplemental (Less Than 80% but More Than 20%)		19
Identify Classroom	Classroom Location	Age Range
School District	Secondary	15 to 17
Age Range Justification		FTE %
		0.95

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
High School Supplemental Learning Support	Secondary	Full-time (1.0)	07/29/2025 08:40 AM

Building Name		
21st Century Cyber CS		

Support Type		
Learning Support		
Support Sub-Type		
Learning Support		
Level of Support		Case Load
Supplemental (Less Than 80% but More Than 20%)		20
Identify Classroom	Classroom Location	Age Range
School District	Secondary	15 to 17
Age Range Justification		FTE %
		1

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
Middle School Supplemental Learning Support	Secondary	Full-time (1.0)	07/29/2025 08:34 AM

Building Name		
21st Century Cyber CS		
Support Type		
Learning Support		
Support Sub-Type		
Learning Support		
Level of Support		Case Load
Supplemental (Less Than 80% but More Than 20%)		15
Identify Classroom	Classroom Location	Age Range
School District	Secondary	11 to 14
Age Range Justification		FTE %
		0.75

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
High School Itinerant Learning Support 2	Secondary	Full-time (1.0)	07/29/2025 08:33 AM

Building Name

21st Century Cyber CS		
Support Type		
Learning Support		
Support Sub-Type		
Learning Support		
Level of Support		Case Load
Itinerant (20% or Less)		24
Identify Classroom	Classroom Location	Age Range
School District	Secondary	17 to 21
Age Range Justification		FTE %
Students do not receive academics or services at the same time.		0.48

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
High School Itinerant Learning Support	Secondary	Full-time (1.0)	07/29/2025 08:26 AM

Building Name		
21st Century Cyber CS		
Support Type		
Learning Support		
Support Sub-Type		
Learning Support		
Level of Support		Case Load
Itinerant (20% or Less)		50
Identify Classroom	Classroom Location	Age Range
School District	Secondary	15 to 17
Age Range Justification		FTE %
		1

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
Middle School Itinerant Learning Support	Secondary	Full-time (1.0)	07/29/2025 08:24 AM

Building Name		
21st Century Cyber CS		
Support Type		
Learning Support		
Support Sub-Type		
Learning Support		
Level of Support		Case Load
Itinerant (20% or Less)		24
Identify Classroom	Classroom Location	Age Range
School District	Secondary	11 to 14
Age Range Justification		FTE %
		0.48

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
Deaf and Hard of Hearing	Secondary	Part-time (0.5)	07/29/2025 08:39 AM

Building Name		
21st Century Cyber CS		
Support Type		
Deaf And Hearing Impaired Support		
Support Sub-Type		
Deaf And Hearing Impaired Support		
Level of Support		Case Load
Itinerant (20% or Less)		2
Identify Classroom	Classroom Location	Age Range
School District	Secondary	14 to 18
Age Range Justification		FTE %
Small number of students - they do not receive academics or services at the same time.		0.04

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
High School Supplemental Emotional Support	Secondary	Full-time (1.0)	07/29/2025 08:21 AM

Building Name		
21st Century Cyber CS		
Support Type		
Emotional Support		
Support Sub-Type		
Emotional Support		
Level of Support		Case Load
Supplemental (Less Than 80% but More Than 20%)		2
Identify Classroom	Classroom Location	Age Range
School District	Secondary	16 to 17
Age Range Justification		FTE %
		0.1

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
High School Itinerant Emotional Support 2	Secondary	Full-time (1.0)	07/29/2025 08:20 AM

Building Name		
21st Century Cyber CS		
Support Type		
Emotional Support		
Support Sub-Type		
Emotional Support		
Level of Support		Case Load
Itinerant (20% or Less)		4
Identify Classroom	Classroom Location	Age Range
School District	Secondary	19 to 21
Age Range Justification		FTE %
		0.08

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
High School Itinerant Emotional Support	Secondary	Full-time (1.0)	07/29/2025 08:18 AM

Building Name		
21st Century Cyber CS		
Support Type		
Emotional Support		
Support Sub-Type		
Emotional Support		
Level of Support		Case Load
Itinerant (20% or Less)		31
Identify Classroom	Classroom Location	Age Range
School District	Secondary	15 to 18
Age Range Justification		FTE %
		0.62

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
Middle School Itinerant Emotional Support	Secondary	Full-time (1.0)	07/29/2025 08:17 AM

Building Name		
21st Century Cyber CS		
Support Type		
Emotional Support		
Support Sub-Type		
Emotional Support		
Level of Support		Case Load
Itinerant (20% or Less)		8
Identify Classroom	Classroom Location	Age Range
School District	Secondary	11 to 14
Age Range Justification		FTE %
		0.16

FTE ID	Classroom Location	Full-time or Part-time Position?	Revised
High School Itinerant Autistic Support	Secondary	Full-time (1.0)	07/29/2025 08:14 AM

Building Name		
21st Century Cyber CS		
Support Type		
Autistic Support		
Support Sub-Type		
Autistic Support		
Level of Support		Case Load
Itinerant (20% or Less)		6
Identify Classroom	Classroom Location	Age Range
School District	Secondary	16 to 19
Age Range Justification		FTE %
		0.5

Facilities and Agreements

Fixed assets acquired by the Charter School during the past fiscal year

Fixed Asset Description	Location	Capital Expenditure
Installed Electronic Door Strike, Lever Handle, and Door Closer	West Chester, Pennsylvania	\$2,430.0
Access Systems Additions - 2 Door Controller and Power Supply	West Chester, Pennsylvania	\$4,625.0

Facility Plans and Other Capital Needs

The Charter School's plan for future facility development and the rationale for the various components of the plan

We currently have two locations; Murrysville and West Chester. We own the West Chester facility and do not have any need to increase its size. In the next three to five years we will most likely need to replace the roof. Otherwise, the West Chester building is in good condition and not in need of any other development and/or repairs. We lease the Murrysville facility. In the next three years we will be looking for a smaller and more cost efficient location that still meets our needs.

Memorandum of Understanding

Organization	Purpose
West Goshen Police Department	This Memorandum establishes procedures to be followed when certain incidents 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.
Murrysville Police Department	This Memorandum establishes procedures to be followed when certain incidents 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.
21st Century CCS Education Association	WFH MOU - Allow bargaining unit members the option to work from home. The agreement may be renewed on a yearly basis.
Compass MArk	School based drug and alcohol prevention services

**Upload of Memorandum of Understanding Document(s)
Do not include MOUs already reported in the Safe Schools Reports.**

21CCCS-Contracts_Murrysville PD MOU.pdf

MOU - EA 6 - WFH.pdf

21CCCS-Contracts_West Goshen PD MOU.pdf

Signed Compass Mark 24-25 SY.pdf

Articulation Agreements

Partnering Institution

Albright

Agreement Type

Program/Course Area

General Education Courses

Upload Articulation Agreement

Albright Final Agreement.pdf

Partnering Institution

IUP

Agreement Type**Program/Course Area**

General Education Courses

Upload Articulation Agreement

IUP Dual Enrollment 8-2028.pdf

Partnering Institution

Luzerne County Community College

Agreement Type**Program/Course Area**

General Education Courses

Upload Articulation Agreement

Luzerne - 2025.pdf

Partnering Institution

Messiah University

Agreement Type**Program/Course Area**

General Education Courses

Upload Articulation Agreement

Messiah - Until Canceled.pdf

Partnering Institution

Grove City College

Agreement Type**Program/Course Area**

General Education Courses

Upload Articulation Agreement

Signed Grove City.pdf

Management Survey

Charter School Management Survey

Charter School Name

21st Century Cyber CS

Point of Contact Name

Dr. Matthew Flannery

Point of Contact Telephone Number

484-875-5400

Extension**Point of Contact Email**

mflannery@21cccs.org

Management Organization Information

As of the start of the current school year, has the Charter School had a Management Organization (i.e., a separate legal entity that contracts with one or more charter schools to manage, operate, and oversee the schools OR that holds charters to operate two or more charter schools)?

No

Does the charter school plan to add a management organization in the Future?

No

Signatures and Affirmations

Upload Board Affirmation Statement

Charter Report Affirmation Statement_2a13c979.pdf

Date of Approval

2025-08-12

Charter School Annual Report Affirmation

Board President

Board President Signature for Charter Annual Report Affirmation can be found in the Uploaded Board Affirmation Statement.

Chief Administrator

Dr. Matthew Flannery

Charter School Law Affirmation

Board President

Board President Signature for Charter Annual Report Affirmation can be found in the Uploaded Board Affirmation Statement.

Chief Administrator

Dr. Matthew Flannery

Ethics Act Affirmation

Board President

Board President Signature for Charter Annual Report Affirmation can be found in the Uploaded Board Affirmation Statement.

Chief Administrator

Dr. Matthew Flannery

Charter School Annual Background Check Affirmation

Board President

Board President Signature for Charter Annual Report Affirmation can be found in the Uploaded Board Affirmation Statement.

Chief Administrator

Dr. Matthew Flannery

Charter Annual Administrative Certification Affirmation

Board President

Board President Signature for Charter Annual Report Affirmation can be found in the Uploaded Board Affirmation Statement.

Chief Administrator

Dr. Matthew Flannery

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

Board President

Board President Signature for Charter Annual Report Affirmation can be found in the Uploaded Board Affirmation Statement.

Chief Administrator

Dr. Matthew Flannery

To ensure compliance with Act 55, 21st Century Cyber Charter School initially informed parents of the requirements in October 2024. A letter was sent to families outlining the state-mandated need for weekly visual checks of students. Administrators, teachers, and academic advisors all played a role in ensuring these requirements were met based on the guidelines provided by the Pennsylvania Department of Education. Students were provided with the following opportunities to meet the visual check-in requirements of Act 55:

1. Schedule a Weekly Check-in:
Families were encouraged to schedule a weekly check-in meeting for their student with their Academic Advisor. This could be a recurring time each week and added to the student's calendar.
2. One-on-One Meetings:
When meeting individually with a teacher, counselor, or advisor, students were asked to turn on their cameras for their weekly visual check. Students were not required to keep their cameras on after the check if they preferred not to.
3. Classroom Visual Check-Ins:
Teachers asked students to turn on their cameras at the start of each class. If a student was not comfortable turning on their camera during class, they were permitted to schedule a time to meet with the teacher either at the end of class or another mutually convenient time. Cameras were not required to remain on for the entire duration of the class.
4. Alternative Opportunities Grades 9-12:
Students in grades 9-12 were provided additional options to help ensure compliance with the law. Students in grades 9-12 were able to submit short self-recorded video clips.

If families did not comply with Act 55 requirements, the school took further steps to ensure student well-being. Home and School Liaisons, along with 21st Century Cyber Charter School's social worker and school counselors, conducted home visits. When necessary, local law enforcement was contacted to perform wellness checks, and in certain cases, referrals were made to Child and Youth Services.

Middle School Compliance:

- 6th Grade: 46%
- 7th Grade: 33%
- 8th Grade: 43%
- Middle School Average: 40.7%

High School Compliance:

- 9th Grade: 26%
- 10th Grade: 41%
- 11th Grade: 38%
- 12th Grade: 42%
- High School Average: 36.75%

School Compliance Grades 6-12: 38.4%

Overall compliance is below expectations and indicates systemic challenges with student/family buy-in. 21st Century Cyber Charter School's goal for the 2025-2026 school year is to increase schoolwide compliance from 39% to at least 60% by the next reporting period through targeted communication, accountability structures, and flexible check-in options.

The following initial message was sent to Middle School parents.

Along with the new marking period comes a new requirement that we recently learned about from the Pennsylvania Department of Education. New Charter School Law requires 21CCCS to adhere to Act 55 of 2024 guidelines, which require cyber charter schools to check in visually and verbally with their students each week, regardless of grade level, to verify their students' well-being and participation.

Students can accomplish this requirement in a few different ways.

1. Schedule a weekly check-in meeting for your student with their Academic Advisor. This can be a recurring time each week and added to your students calendar.
2. When meeting one-on-one with a teacher, counselor, or advisor. Students will be asked to turn on their camera for their weekly check. Students do not need to keep their cameras on after the check if they do not want to.
3. Teachers will ask students to turn on the cameras at the start of each class. If a student is not comfortable turning on their camera during class, they can set up a time to meet with the teacher, either at the end of class or another time. Cameras will not remain on for the duration of the class.
4. We are looking into some other possible times to provide students with more opportunities to complete this requirement.

Remember, this is a once-weekly check. Once a student completes this for the week, they have met the weekly requirement. We want to work together to find a way to accomplish this requirement while ensuring our students are comfortable. The key is communication. Reach out to your student's advisor to discuss the best way for your student to meet this requirement.

The following initial message was sent to High School parents.

Dear Students, Parents, and Guardians:

We recently learned about a new mandate from the Pennsylvania Department of Education. New Charter School Law requires 21CCCS to adhere to Act 55 of 2024 guidelines, which requires cyber charter schools to check in visually and verbally with their students each week, regardless of grade level, to verify their students' well-being and participation. We are looking forward to working with you as we implement this new requirement for all our students. We know that our high school students have different schedules and may not be able to join their live classes each week. Below are three ways for us to complete the required weekly wellness check. Students are able to choose the way that works best for them, and they do not need to choose the same way each week.

- Live Labs - students are encouraged to turn on their cameras during live lab and use the microphone to participate with their teacher and classmates.
- Check ins with their Academic Advisors - We encourage all students to check in regularly with their academic advisor. While these advisor meetings are not new to our students, we encourage students to log into the Virtual Office in order to turn on their cameras and use the microphone during this time with their academic advisor.
- Schoology Attendance course - All high school students are enrolled in our attendance course in Schoology. If this is the way they would like to accomplish their weekly check in, students will record themselves with their cameras on answering a weekly question or code word that will be listed each week. Once they have finished recording, they will submit.

Students should ensure their background and clothing are school appropriate prior to turning on the cameras. The check ins will begin the week of December 2, 2024. Students with specific accommodations or modifications through an IEP or 504 plan will continue to be followed. We are looking forward to having the opportunity to see our students on camera. Please let me know if you have any questions.

In addition to the original letter sent by 21st Century Cyber Charter School periodic reminders were sent to parent if their child was not complying with Act 55 requirements.

Dear [Parent's Name],

I hope you are doing well! I am reaching out to inform you that your child, [Student's Full Name], is not currently meeting a key requirement under Act 55, which amended Section 1310-B of the Pennsylvania Public School Code. This law includes specific provisions related to remote learning, particularly the requirement for students to be visible on camera at least once per week.

As part of the provisions of Act 55, students participating in remote learning are required to turn their cameras on at least once per week. This can be completed during Live Instruction, with your student's academic advisor, or one on one with any staff member in the virtual office. This measure is designed to ensure student safety and well-being.

Currently, your student has not been complying with this requirement. We understand there may be challenges that contribute to this, and we are committed to working with you and your child to resolve any issues related to this.

If there are any concerns or reasons that may be impacting your student's ability to meet this requirement, please feel free to reach out to discuss potential solutions or accommodations. We are here to support your child's learning experience and success.

Thank you for your attention to this important matter. We look forward to your partnership in helping your student fulfill this state-mandated requirement and continue their academic progress.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION

February 19, 2019

Kim McCully, Chief Executive Officer
21st Century Cyber Charter School
126 Wallace Avenue
Downingtown, PA 19335

Dear Ms. McCully:

The Pennsylvania Department of Education (Department) received the charter renewal application of 21st Century Cyber Charter School (21st Century). Based on a thorough review of the charter renewal application and other documentation, as well as the site visit conducted by the Department on November 9, 2016, the Department is renewing the charter of 21st Century subject to the other information contained in this letter and any areas for correction noted within the Decision to Renew Charter and Appendix A. The renewed charter shall be effective for a term of five years beginning July 1, 2019 and ending June 30, 2024.

The Department will continue to monitor and examine 21st Century's operations over its renewed charter term to determine whether it is meeting the terms of its charter, the requirements of the Charter School Law, and other applicable state and federal mandates. By granting a renewed charter, the Department does not waive and expressly reserves the right to notify 21st Century of any violation of these terms and requirements, and to seek correction of any such violation. In addition, the Department does not waive and expressly reserves the right to take action against 21st Century in the form of charter revocation or nonrenewal for reasons including, but not limited to, those which have been addressed through this charter renewal.

The Department also notes that particular attention will be given to the academic progress of 21st Century's students through the Department's monitoring of various indicators, including, but not limited to, academic achievement, academic growth, and adjusted cohort graduation rates. More specifically, beginning Fall of 2018, the academic performance of all public schools, including cyber charter schools, are evaluated based on standards for annual meaningful differentiation as identified by [Pennsylvania's ESSA State Plan](#). Each year, the Department will calculate each public school's progress toward meeting or exceeding long-term goals. In addition, a cyber charter school that is identified for Comprehensive Support and Improvement (CSI) or Additional Targeted Support and Improvement (A-TSI) will be required to take specific corrective actions. Failure to exit CSI status may serve as a basis for revocation or nonrenewal of the cyber charter's charter.

If you have any questions regarding this letter, please contact Dr. Khaleel Desaque by email at RA-edcybers@pa.gov or by telephone at (717) 783-6964.

Sincerely,

A handwritten signature in black ink, appearing to read "Pedro Rivera", written in a cursive style.

Pedro A. Rivera
Secretary of Education

PENNSYLVANIA DEPARTMENT OF EDUCATION

21st Century Cyber Charter School	:	Charter Renewal Effective:
Renewal Application	:	July 1, 2019 – June 30, 2024
	:	

Decision to Renew Charter

Pursuant to the Charter School Law (CSL), 24 P.S. §§ 17-1701-A – 17-1751-A, the Pennsylvania Department of Education (Department) has the authority and responsibility to renew or not renew the charter of a cyber charter school. 24 P.S. § 17-1741-A(a)(3). The Department may decide not to renew a charter based on the criteria set forth in section 1729-A of the CSL, 24 P.S. § 17-1729-A. In addition, a cyber charter school must be in compliance with the material conditions, standards, and procedures contained in the written charter, meet the requirements for student performance set forth in 22 Pa. Code Chapter 4, meet generally accepted standards of fiscal management and audit requirements, be in compliance with the CSL and all other applicable law, provide all material components of each student's education, and maintain the financial ability to provide services.

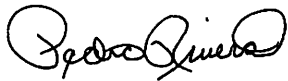
21st Century Cyber Charter School (21st Century) was granted a charter by the Department for the term of July 1, 2011 through June 30, 2016. 21st Century submitted a renewal application to continue operating a cyber charter school and has been permitted to continue to operate its cyber charter school by extension of the previous charter term until such time as the Department completed its review of the renewal application.

Based on a comprehensive review of 21st Century's operation of its cyber charter school during the charter term of July 1, 2011 through June 30, 2016, including the information submitted with the renewal application and the information gathered by the Department during its site visit to 21st Century on November 9, 2016, and during the time since that site visit, the Department is renewing 21st Century's charter to operate a cyber charter school. 21st Century may continue to operate its cyber charter school by extension of the existing charter term, until the commencement of the term of the renewed charter.

The renewed charter shall be effective for a term of five (5) years beginning July 1, 2019 and ending June 30, 2024.

The Department reserves the right to continue to assess and review 21st Century's operation of its cyber charter school and to take action to revoke its charter based on any information that was or could have been reviewed prior to this charter renewal or discovered during future or ongoing assessments or reviews. The Department does not waive and expressly reserves the right to notify 21st Century of any violation and to take action against 21st Century, if necessary, including revocation or nonrenewal of the charter.

The Department is also providing written notice to 21st Century of areas of the operation of its cyber charter school that require particular attention and correction. This notice is provided to allow 21st Century the opportunity to address areas that may not be in compliance with applicable requirements. Failure to address areas identified by the Department may result in additional action by the Department, including revocation of the charter.

A handwritten signature in black ink, appearing to read "Pedro Rivera", with a stylized, cursive script.

Pedro A. Rivera
Secretary of Education

2/21/19

Date Mailed

APPENDIX A

Pursuant to section 1742-A of the Charter School Law (CSL), 24 P.S. § 17-1742-A, the Pennsylvania Department of Education (Department) has conducted an assessment and review of 21st Century Cyber Charter School's (21st Century) operation of its cyber charter school. Based on this assessment and review, the Department has identified areas of operation which 21st Century should further examine and implement applicable corrective actions.

21st Century must be prepared to provide information and documentary evidence to the Department during any future review by the Department of the cyber charter school's operations that demonstrates that the cyber charter school operates in compliance with all applicable requirements. Additionally, 21st Century must be prepared to provide the Department with information and documentary evidence as to how it addressed or is working to address each of these areas identified below.

Areas identified for examination by 21st Century:

- English as a Second Language
- Technology
- Special Education
- Relationships with School Districts and Staffing
- Assessment and Accountability

21st Century should examine its English as a Second Language Program.

A cyber charter school must have an effective English as a Second Language (ESL) program to facilitate a student's achievement of English proficiency and the academic standards under 22 Pa. Code § 4.12. Programs under this section shall include appropriate bilingual-bicultural or ESL instruction. A Department Basic Education Circular entitled *Educating English Learners (ELs)*, 22 Pa. Code § 4.26, states that each local education agency must have a written language instructional program, and provides information relating to the required components for an ESL program.

A cyber charter school must have an ESL program model that is reasonably calculated to the educational theory upon which the program is based. To ensure EL students are able to overcome their language barriers, an ESL program must include an evaluation component, including a process by which the program is regularly and periodically evaluated and adjusted using EL student assessment data.

As part of its ESL program, a cyber charter school must provide daily instruction to its EL students through English language acquisition classes and academic content classes. Instruction must be commensurate with each EL student's proficiency level based upon the student's needs and the cyber charter school's ESL program delivery model. To ensure meaningful, comprehensive access to all content areas, the cyber charter school must make adaptations to instruction and assessments available to its EL students in all academic content classes. Instruction in academic content classes must be aligned to Pennsylvania academic standards and the Pennsylvania English Language Proficiency Standards (PA ELPS). In addition, a cyber

charter school must support instructional planning and evaluation efforts between ESL and content area teachers, such as arranging for common planning time. A cyber charter school must offer professional development related to ESL to its entire staff.

Another required component of an ESL program is an ESL curriculum aligned to Pennsylvania academic standards and PA ELPS that is separate from any other content area instruction. A cyber charter school must identify the number of courses and amount of on-line time required for ESL instruction.

A cyber charter school must apply Pennsylvania's exit criteria in order to exit EL students from its ESL program and monitor such students for four years after their exit. Monitoring should be based on periodic reviews, local assessments, required state assessments, and teacher observation.

A cyber charter school must communicate with parents and guardians in their preferred language and mode of communication and provide translation and interpretation services to parents and guardians.

A cyber charter school's budget should reflect the school's provision of ESL resources, including staffing, professional development, and translation and interpretation services.

During the Department's site visit to 21st Century, 21st Century was unable to demonstrate key components of its ESL program beyond procedures to identify newly enrolled students as EL students and to place such students into an ESL program. While 21st Century reported no EL students for the 2015-2016 school year in its LEP report submitted to the Department through the Pennsylvania Information Management System, 21st Century reported 6 EL students enrolled in the 2014-2015 school year, 7 EL students enrolled in the 2013-2014 and 2012-2013 school years, and 1 EL student enrolled in the 2011-2012 school year. 21st Century should have had an ESL program with applicable policies, procedures, and practices in place to serve those EL students who enrolled in 21st Century in past school years and must demonstrate a readiness to offer an ESL program in coming years to support EL students who enroll in 21st Century.

At a minimum, 21st Century should be prepared to provide the Department the following:

- description of 21st Century's ESL program model and an explanation as to how it is reasonably calculated to the educational theory upon which it is based;
- evidence of 21st Century's evaluation of its ESL program based on its EL students' assessment data;
- demonstration that ESL instruction is provided to EL students on a daily basis through English language acquisition classes and academic content classes;
- demonstration that instruction is provided to EL students that is commensurate with their proficiency level and 21st Century's ESL program delivery model;
- identification of exact hours of ESL instruction that is provided to EL students,
- demonstration that adaptations to instruction and assessments are available to EL students in all academic content classes;

- evidence that instruction in academic content classes is aligned to Pennsylvania academic standards and PA ELPS;
- demonstration that support is provided to facilitate instructional planning and evaluation efforts between ESL and content area teachers;
- demonstration that professional development in the area of ESL is provided to all staff;
- evidence of an ESL curriculum that is aligned to Pennsylvania academic standards and PA ELPS;
- identification of the number of courses and amount of on-line time required for ESL instruction;
- evidence that 21st Century is exiting EL students from the ESL program in accordance with required criteria and monitoring such students for four years after their exit;
- evidence that 21st Century is communicating with parents and guardians in their preferred language and mode of communication and making available translation and interpretation services to parents and guardians;
- evidence of 21st Century's budget reflecting the school's provision of ESL resources, including staffing, professional development, and translation and interpretation services; and
- an ESL program policy that incorporates all required ESL program components and applicable procedures.

21st Century should examine its technology practices.

A cyber charter school is required to provide or reimburse each student enrolled for all technology and services necessary for the on-line delivery of the school's curriculum and instruction. In order to ensure a continued, comprehensive learning experience for its students, a cyber charter school must ensure equitable access to broadband connectivity in the student's home or regular place of instruction for every student to have the same level and quality of access to all instructional materials and collaboration tools within a cyber environment. Some students in Pennsylvania may live in areas not serviced with broadband connectivity delivered directly to the home. Regardless of the connectivity available, no student's cyber education should be limited based on where he or she lives. Formalized policies and procedures must be established defining the specific broadband requirements for students, including the options that will be offered to get high-speed access to cyber charter school students who may currently have only dial-up or no internet available to the home.

21st Century has a technology policy that provides for the use of dialup connection as a means for students to connect to the Internet. During the Department's site visit to 21st Century, 21st Century represented that no students currently connect to the Internet through dialup service. Dialup service, however, should not be an option made available to students to connect to the Internet. Students who use dialup service to connect to the Internet do not have Internet access that is equitable to those students who use broadband connectivity to connect to the Internet.

A cyber charter school may apply to the federal E-rate program to receive discounts related to Internet access. As a condition to receiving E-rate funding, schools are subject to the Children's

Internet Protection Act (CIPA). Schools subject to CIPA must have an Internet safety policy that includes technology protection measures, such as measures to block or filter Internet access to inappropriate content on the Internet.

21st Century receives funding through the federal E-rate program and thus is subject to the requirements of CIPA. While 21st Century installs appropriate filtering software on its students' computers in accordance with CIPA, 21st Century has a policy that permits parents to request changes to the filtering software. These changes may provide students with access to content on the Internet that they may not otherwise have access to through 21st Century's standard filtering software.

At a minimum, 21st Century should be prepared to provide the Department the following:

- formalized policies, procedures, and practices to ensure all students have equitable access to Internet connection; and
- formalized policies, procedures, and practices to ensure filtering software is installed on all computers in accordance with CIPA without exception.

21st Century should examine its special education program.

A cyber charter school must comply with federal and state requirements applicable to educating students with disabilities. 24 P.S. § 17-1749-A; 22 Pa. Code Chapter 711. Notwithstanding section 1724-A of the CSL, personnel providing special education and related services to students with disabilities must be appropriately credentialed. 22 Pa. Code § 711.5(a). In addition, a cyber charter school is responsible for maintaining appropriate education records for each student with a disability. 22 Pa. Code § 711.8.

During the Department's site visit to 21st Century, 21st Century was able to produce appropriate certification for only one of its five special education personnel. In addition, during the site visit, the Department conducted a review of ten randomly selected special education students' files. The Department found incomplete and inaccurate education records within each of the files. For example, some records did not contain required signatures while other files did not contain required records, such as a Permission to Reevaluate form despite the file containing a Reevaluation Report.

At a minimum, 21st Century should be prepared to provide the Department with the following:

- evidence of 21st Century's special education personnel holding appropriate certification; and
- evidence of 21st Century maintaining complete and accurate education records for its students with disabilities.

21st Century should examine its relationships with school districts and its staffing.

A cyber charter school is not permitted to provide discounts to school districts under section 1725-A for any student. 24 P.S. § 17-1743-A(a)(1). In addition, charter school employees must be employed by the charter school itself. *West Chester Area Sch. Dist. v. Collegium Charter Sch.*, 760 A.2d 452 (Pa. Cmwlth. 2000), *aff'd*, 812 A.2d 1172 (Pa. 2002).

According to 21st Century's September 9, 2014 board meeting minutes, 21st Century piloted a "shared staffing" program with the Octorara Area School District beginning in the 2013-2014 school year and continuing into the 2014-2015 school year. The program was designed to teach school district teachers how to be effective online instructors. To this end, the Octorara Area School District shared one of its Math teachers and one of its Spanish teachers with 21st Century. These teachers worked half of their day for the Octorara Area School District and the other half of their day for 21st Century. In exchange for the teachers' time, the Octorara Area School District received 100 of 21st Century's seats for use during the school year, and each teacher taught 50 seats. 21st Century's board meeting minutes also referenced similar programs in partnership with Perkiomen Valley School District and West Chester Area School District.

At a minimum, 21st Century should be prepared to provide the Department with the following:

- evidence that 21st Century charges school districts for every student enrolled in 21st Century in accordance with 1725-A of the CSL; and
- evidence that 21st Century employs all of its teachers.

21st Century should examine its assessment and accountability program.

A cyber charter school must meet the requirements for student performance set forth in 22 Pa. Code Chapter 4. Pennsylvania's state student assessment requirements are set forth in Chapter 4. 22 Pa. Code §§ 4.51-4.52. The benchmark for academic success is progress from year-to-year. The Department expects cyber charter students to improve academically from the prior year, as demonstrated by various indicators, individually, collectively, or in any combination. A cyber charter school that is not making progress from year-to-year must have remedial programs in place and should complete and implement a school improvement plan.

The Department examined various indicators, including, but not limited to, academic achievement, graduation rates, and attendance rates, of 21st Century's performance over its charter term under review.¹

In 2014-2015, 38.3% of the "all students" group scored proficient or better on the Pennsylvania System of School Assessments (PSSA)/Keystone Exam in Math/Algebra. The percentage of advanced and/or proficient students in Math/Algebra at 21st Century increased to 40.7% in 2015-2016. In 2016-2017, 38.3% of 21st Century's "all students" group was deemed proficient or

¹ Related to academic achievement, review efforts were focused on performance after the 2014-2015 school year, when the state's revised academic content standards triggered an increase in the rigor and performance levels of the PSSAs.

advanced in Math/Algebra, and, in 2017-2018, 45.1% of 21st Century students from the “all students” group were proficient or advanced in Math/Algebra.

In 2014-2015, 63.1% of the “all students” category scored proficient or better on the PSSA/Keystone English Language Arts (ELA) exams. In 2015-2016, 68.2% of 21st Century students were proficient or advanced in ELA. In 2016-2017, 61.6% of 21st Century students scored proficient or advanced and, in 2017-2018, 66.7% of 21st Century students scored proficient or advanced in ELA.

In 2014-2015, 66.67% of the “all students” category scored proficient or better on the PSSA/Keystone Science/Biology. In 2015-2016, 61.06% of 21st Century students were proficient or advanced in Science/Biology. In 2016-2017, 65.42% of 21st Century students scored proficient or advanced and, in 2017-2018, 56.8% of 21st Century students scored proficient or advanced in Science/Biology.

In 2011-2012, 21st Century's 4-year cohort graduation rate was 66.9%. This rate has fluctuated over the years. This rate increased to a high of 69.1% in 2013-2014, but in the most recent reporting period (*i.e.*, 2016-2017), 21st Century's graduation rate was 62.15%.

In 2011-2012, 21st Century's attendance rate was 98.6%. 21st Century's attendance rate has fluctuated slightly over the years, but in the most recent reporting period (*i.e.*, 2017-2018), 21st Century's regular attendance rate was 99.4%.

Beginning Fall of 2018, the academic performance of all cyber charter schools will be evaluated based on standards for annual meaningful differentiation as identified by [Pennsylvania's ESSA State Plan](#). Each year, the Department will calculate for each public school, including 21st Century Cyber, its progress toward meeting or exceeding long-term goals. In addition, a cyber charter school that is identified for Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (A-TSI) will be required to take specific corrective actions. Failure to exit CSI status may serve as a basis for revocation or nonrenewal of the cyber charter's charter.

21st Century was designated A-TSI in December 2018, based on a graduation rate of 51.26% for the Economically Disadvantaged student group. Any school or student subgroup is identified for CSI or A-TSI if the combined 4-year and 5-year adjusted cohort graduation rate is at or below 67%.

Therefore, notwithstanding that the Department has renewed 21st Century's charter, the Department may require corrective action and/or use identification as a CSI school or failure to exit CSI status as a basis for nonrenewal or revocation of 21st Century's charter.

At a minimum, 21st Century should be prepared to provide to the Department the following:

- a comprehensive needs analysis that identifies the root causes of inconsistent student achievement and other results;
- a comprehensive data analysis that examines school demographics and PSSA, Keystone, and PASA data for the all student group and for each student group;

- an explanation of remedial programs that 21st Century will use to ensure progress from year-to-year;
- a written plan of action for increasing its academic performance, academic growth, and graduation rates; and
- a fully executed school improvement plan to increase graduation rates of students who are economically disadvantaged so as to exit A-TSI designation status in a period not to exceed 4 years.

21st Century Cyber Charter School

CERTIFICATE OF COMPLETION

is hereby presented to

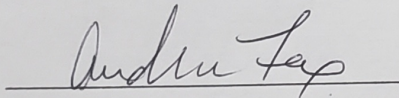
Andrea Fox

for completing the

New Charter School Trustee Training Program
Pursuant to Act 55 of 2017

This includes four total hours of training in:

Instruction and Academic Programs; Personnel; Governance; Operations;
Fiscal Management; Ethics, Open Meetings, and Regulations



4/21/22

21st Century Cyber Charter School

CERTIFICATE OF COMPLETION

is hereby presented to

Michele M. Orner

for completing the

New Charter School Trustee Training Program
Pursuant to Act 55 of 2017

This includes four total hours of training in:

Instruction and Academic Programs; Personnel; Governance; Operations;
Fiscal Management; Ethics, Open Meetings, and Regulations

February 11, 2022

<NAME OF SIGNATORY>

DATE

21st Century Cyber Charter School

CERTIFICATE OF COMPLETION

is hereby presented to

Mollie Burnett

for completing the

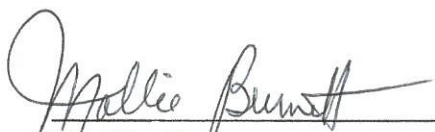
New Charter School Trustee Training Program

Pursuant to Act 55 of 2017

This includes four total hours of training in:

Instruction and Academic Programs; Personnel; Governance; Operations;

Fiscal Management; Ethics, Open Meetings, and Regulations



Mollie Burnett,

Board Member, 21st Century Cyber Charter School

06/15/2022

DATE

21st Century Cyber Charter School
CERTIFICATE OF COMPLETION

is hereby presented to

Dr. Veronica Andes

for completing the

New Charter School Trustee Training Program
Pursuant to Act 55 of 2017

This includes four total hours of training in:
Instruction and Academic Programs, Personnel, Governance, Operations,
Financial Management, Ethics, Open Meetings, and Regulations

Veronica Andes
Signature

6/18/24
Date

CERTIFICATE OF COMPLETION

is hereby presented to

Denise M. Strohmayer

for completing the

New Charter School Trustee Training Program
Pursuant to Act 55 of 2017

This includes four total hours of training in:

Instruction and Academic Programs; Personnel; Governance; Operations;
Fiscal Management; Ethics, Open Meetings, and Regulations

 (Nov 8, 2023 19:15 EST)

11/2/23

21st Century Cyber Charter School
CERTIFICATE OF COMPLETION

is hereby presented to

Dr. David McConnell

for completing the

New Charter School Trustee Training Program
Pursuant to Act 55 of 2017

This includes four total hours of training in:

Instruction and Academic Programs; Personnel; Governance; Operations;
Fiscal Management; Ethics, Open Meetings, and Regulations



Dr. David A. McConnell (Jun 20, 2024 09:37 MDT)

Signature

Jun 20, 2024

Date

21st Century Cyber Charter School
CERTIFICATE OF COMPLETION

is hereby presented to

Dr. Marlene Fares

for completing the

New Charter School Trustee Training Program
Pursuant to Act 55 of 2017

This includes four total hours of training in:
Instruction and Academic Programs; Personnel; Governance; Operations;
Fiscal Management; Ethics, Open Meetings, and Regulations

Marlene Fares
Signature

5/7/24
Date

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

**Board of Trustees
Board Meeting
August 13, 2024**



Aug 14, 2024

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call

The Board Meeting was called to by Andrea Fox order at 1:15 p.m.

Members Present:

Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Jonathon Shiota - Business Administrator, Sherif Kamel - Director of Human Resources, Dr. Nora Wheeler - Director of Curriculum, Instruction & Assessment, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Megan Stellfox - Child Accounting & State Reporting Manager, Heather Messenger - Supervisor of Student Services, Patti Dahl - Supervisor of Special Education, George Wade - IT Services Manager, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Karis Lane - HR Generalist, Pam Hodges - Accounts Receivable Fiscal Assistant, Jennifer Masse - Business Office Confidential Secretary, Lauren Michener - Learning Coach, Darren Gibb, Social Studies Teacher, Lauren Dhanak - Multimedia Specialist

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Report: 1.5 CEO and Administrators' Reports

Jason Palaia provided a presentation on the Comprehensive Plan and thanked the administrative team, teachers, the Scalco Family, CCRES and CCIU for their contributions. The Comprehensive Plan fosters a culture of high expectations that revolves around students with a multi-tiered support system.

Lauren Michener and Darren Gibb provided a presentation on searching for a new video conferencing platform. Andrea Fox and Mollie Burnett asked what made Adobe Connect the choice for 21CCCS and it was indicated the following reasons made it the clear choice for the school:

- Ability to Share Content
- Flexibility
- Interaction
- Technology Interface
- Ability to Support Large Groups (i.e. Orientation)
- Customer Support and Training

Dr. Orner thanked the team for a job well done and appreciated the strategic planning and exceptional rollout throughout the 2024-2025 SY with implementation at the start of the 2025-2026 SY.

Procedural: 1.6 Public Comment

2. Organization of the Board

Action: 2.1 Organization of the Board - Appoint 2024 Board Treasurer
Recommend the Board appoint Jonathon Shiota as the 2024 Board Treasurer.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Procedural: 2.2 Oath of Office - Board Treasurer

3. Approval of Minutes

Action: 3.1 Approval of May 14, 2024 Minutes
Recommend the Board approve the Minutes of the May 14, 2024 Board Meeting as presented.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 3.2 Approval of May 28, 2024 Minutes
Recommend the Board approve the Minutes of the May 28, 2024 Board Meeting as presented.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

4. Consent Agenda

Action (Consent): 4.1 Review of Consent Agenda Items

Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.2 Treasurer's Reports and Board Summary Reports

Resolution: Recommend the Board approve the April 2024, May 2024 and June 2024 Treasurer's Reports and Board Summary Reports as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.3 Expenditure Reports and Void Payment Report

Resolution: Recommend the Board approve the April, May and June 2024 Expenditure Reports and June 2024 Void Payment Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.4 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.5 Revision - 2024-2025 SY Support Staff Handbook

Resolution: Recommend the Board approve the revision to the Support Staff Handbook for the 2024-2025 SY. The Support Staff Handbook for the 2024-2025 SY was approved at the May 14, 2024 Board Meeting.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.6 Renewal - Chester County Intermediate Unit - Marketplace Services

Resolution: Recommend the Board approve the renewal with Chester County Intermediate Unit for the 2024-2025 SY at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.7 Renewal - Delaware County Intermediate Unit - Related Services

Resolution: Recommend the Board approve the renewal with Delaware County Intermediate Unit for the 2024-2025 SY at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.8 Agreement - Devereaux Advanced Behavioral Health

Resolution: Recommend the Board approve the agreement with Devereaux Advanced Behavioral Health for the 2024-2025 SY at no cost, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.9 Agreement - Language Tree

Resolution: Recommend the Board approve the agreement with Language Tree for the 2024-2025 SY at a cost of \$4,267.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.10 Contract - Come Alive

Resolution: Recommend the Board approve the contract with Come Alive Communications for the 2024-2025 SY at a cost of \$1.50 to \$4.00 per minute, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.11 Memorandum of Understanding - Compass Mark

Resolution: Recommend the Board approve the Memorandum of Understanding between 21st Century Cyber Charter School and Compass Mark, at no cost, for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.12 Quote - Imagine Learning

Resolution: Recommend the Board approve the quote from Imagine Learning for the 2024-2025 SY at a total cost of \$6,188.00, a copy of which is attached, pending legal review.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.13 Renewal Agreement - LinkIt!

Resolution: Recommend the Board approve the renewal agreement with LinkIt! for the 2024-2025 SY at a cost of \$22,655.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.14 Renewal - Solution Tree

Resolution: Recommend the Board approve the renewal agreement with Solution Tree for the 2024-2025 SY at a cost of \$21,600.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.15 Berks County Intermediate Unit - PSSA and Keystone Testing Site

Resolution: Recommend the Board approve Berks County Intermediate Unit for the 2024-2025 SY at an estimated cost of \$5,640.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.16 Comfort Suites - PSSA and Keystone Testing

Resolution: Recommend the Board approve the agreement with Comfort Suites for the 2024-2025 SY at a cost of \$1,000.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.17 Frank Sarris Public Library - PSSA and Keystone Testing

Resolution: Recommend the Board approve the agreement with Frank Sarris Public Library for the 2024-2025 SY at a cost of \$5,100.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.18 Heritage Hills Resort - PSSA and Keystone Testing

Resolution: Recommend the Board approve the agreement with Heritage Hills Resort for the 2024-2025 SY at a cost of \$10,000.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.19 Back to School Picnic - Murrysville

Resolution: Recommend the Board approve the Back to School Picnic in Murrysville for the 2024-2025 SY, at a cost of \$310.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.20 School Trip - Breazeale Nuclear Reactor

Resolution: Recommend the Board approve the tour of the nuclear reactor facility at Penn State University. This tour is free. 21CCCS will pay \$0. Students/families will be responsible for parking rates which run about \$1 per hour. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.21 School Trip - Fallingwater Tour

Resolution: Recommend the Board approve the Fallingwater Tour through the Western Pennsylvania Conservancy. The estimated cost of the tour is \$375. The final count of attendees and cost will be determined before the event. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.22 School Trip - Heinz History Center Tour

Resolution: Recommend the Board approve the school trip to the Senator John Heinz History Center. The estimated cost will be \$220. The final count of attendees and cost to 21CCCS and students will be determined prior to event. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.23 School Trip - Herr's Snack Factory Tour

Resolution: Recommend the Board approve the school trip to the Herr's Snack Factory Tour. The estimated cost will be \$240. The final count of attendees and cost to 21CCCS and students will be determined prior to event. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.24 School Trip - PA Renaissance Faire

Resolution: Recommend the Board approve the school trip to the PA Renaissance Faire. The estimated cost will be \$1440. The final count of attendees and cost to 21CCCS and students will be determined prior to event. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.25 2024-2027 Comprehensive Plan

Resolution: Recommend the Board approve the 2024-2027 Comprehensive Plan, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.26 Resolution - Truancy Officers

Resolution: Recommend the Board approve the Resolution and letter designating Truancy Officers, copies of which are attached. There are ten (10) truancy officers designated for the school.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 4.27 Course Additions - 2024-2025 SY High School Course Catalog

Resolution: Recommend the Board approve the proposed course additions for the 2024-2025 SY High School Course Catalog as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

5. Ratification Agenda

Action: 5.1 Review of Ratification Agenda Items

Recommend the Board ratify the Ratification Agenda items.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.2 Ratification - Back to School Picnic - West Chester

Recommend the Board ratify the agreement with West Goshen Township for a total cost of \$351.00 for the 2024-2025 SY, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.3 Ratification - School Trip - Keystone Safari Tour

Recommend the Board ratify the school trip for the Keystone Safari Tour. Cost Per Attendee \$16.00, 21CCCS will pay \$11.00, Student will pay \$5.00. An additional \$85.00 is required for the add-on group tour. Permission slips will be required, and 21CCCS staff will chaperone.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.4 Ratification - Renewal - COSTARS Enrollment- Electricity Procurement

Recommend the Board ratify the renewal of COSTARS Enrollment - Electricity Procurement for the 2024-2025 SY, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.5 Ratification - CTE Agreement - Western Montgomery Career & Technology Center

Recommend the Board ratify the CTE agreement with Western Montgomery Career & Technology Center at a cost of \$12,302 per student for the 2024-2025 SY, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.6 Ratification - Renewal - Lancaster County Intermediate Unit

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.7 Ratification - Proposal - CCIU - Student Management System Services

Recommend the Board ratify the proposal from Chester County Intermediate Unit for the 2024-2025 SY at no cost, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.8 Ratification - Agreement - Pixeldust

Recommend the Board ratify the agreement with Pixeldust for the 2024-2025 SY at a cost of up to \$119,000.00, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.9 Ratification - Renewal - Charter Choices

Recommend the Board ratify the renewal with Charter Choices for a total cost of \$15,000 for the 2024-2025 SY, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.10 Ratification - Renewal - Willis Towers Watson - Property, Auto, Workers Comp, Cyber and Directors Insurance Policy

Recommend the Board ratify the renewal with Willis Towers Watson for the 2024-2025 SY at a cost of \$150,339.00, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 5.11 Ratification - Confidential Separation Agreement

Recommend the Board ratify the Confidential Separation Agreement as presented.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

6. New Business**Action: 6.1 Withdrawal of Student**

Recommend the board retroactively approve the withdrawal of a 21CCCS student for the 2023-2024 SY (currently 18 years old) for health reasons as per the attached letter.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.2 Use of Committed Fund Balance - Additional Hours for Schoology Related Work

Recommend the Board designate up to \$18,000 as a portion from the Committed Fund Balance for Schoology related work as part of our initial start-up in the new learning management system. In order to have the first quarter of our courses and training ready for the beginning of school, we need additional hours from what was originally requested in the spring. The teachers selected for this work are from the group working on Schoology tasks this summer.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.3 Memorandum of Understanding 8 - Education Association

Recommend the Board approve the Memorandum of Understanding 8 between 21st Century Cyber Charter School and the Education Association as presented.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.4 Memorandum of Understanding 9 - Education Association

Recommend the Board approve the Memorandum of Understanding 9 between 21st Century Cyber Charter School and the Education Association as presented, pending legal review.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.5 Memorandum of Understanding 10 - Education Association

Recommend the Board approve the Memorandum of Understanding 10 between 21st Century Cyber Charter School and the Education Association as presented, pending legal review.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.6 Salary Adjustments

Recommend the Board approve the salary adjustments and/or job title changes listed in Executive Content.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.7 Salary Increase for Administrative Team

Recommend the Board approve a 3% salary increase for administrators hired prior to May 14, 2024.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.8 Revisions - 2023-2026 Administrator Handbook

Recommend the Board approve the revisions to the 2023-2026 Administrator Handbook as presented.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.9 Revisions - 2024-2025 Student Parent Handbook

Recommend the Board approve the revisions to the 2024-2025 Student Parent Handbook, a copy of which revised pages are attached.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.10 Facilities Manager

Recommend the Board approve hiring Bryan Collazo, Facilities Manager, currently an employee of School Operations Service Group, as a 21st Century Cyber Charter School employee.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.11 Agreement Letters - Herbein + Company, Inc. - Tax Services & Audit Preparation

Recommend the Board approve the agreement letters with Herbein + Company, Inc. for the 2024-2025 SY at a cost not to exceed \$30,000.00, copies of which are attached.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.12 Proposal - SuperEval

Recommend the Board approve the proposal from SuperEval for the 2024-2025 SY at a total cost of \$13,565.00, a copy of which is attached.

Dr. Orner thanked Andrea Fox for recommending SuperEval as it is a great administrative evaluation tool to be used.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.13 Confidential Settlement Agreement

Recommend the Board approve the Confidential Settlement Agreement as presented.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

7. Policies and Administrative Regulations

Information: 7.1 Annual Review of Policy 2049 (Bullying/Cyberbullying)

Action: 7.2 Policy 2034 - Class Rank

Recommend the Board approve retiring Policy 2034 - Class Rank which was First Reading at the May 2024 Board Meeting. A copy is attached.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 7.3 New Title IX Policy and Supporting Procedures

Recommend the Board ratify the new Policy 1039 (Title IX) and Supporting Procedures (1039-AR-1, 1039-AR-2 and 1039-AR-3) to be in compliance with the law which went into effect on August 1, 2024. A copy of the policy and supporting procedures are attached.

Kevin McKenna indicated this is not the most recent Title IX recommendations from PDE, received on August 13, 2024, but that these will be reviewed by 21CCCS and implemented with a ratification at the September Board Meeting. The Title IX Policy being ratified today were the recommendations that went into effect on August 1, 2024.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 7.4 Retiring of Policies and Procedures - Replaced by New Title IX Policies and Procedures

Recommend the Board ratify the retiring of Policy 1004 and Policy 2065 and Supporting Procedures (2065-AR-1, 2065-AR-2, 2065-AR-3) as they have all been replaced by the new 1039 Title IX Policy and Supporting Procedures (1039-AR-1, 1039-AR-2 and 1039-AR-3) as of August 1, 2024 to be in compliance with the law. A copy of the retired policies and procedures are attached.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 7.5 Revised Policy 3026

Recommend the Board ratify the revision of Policy 3026 to be in compliance with the new Title IX Policies and Procedures as of August 1, 2024. A copy of the revised Policy 3026 is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 7.6 Renumbering of Procedure 1004-AR-1 to 1004

Recommend the Board ratify the renumbering of Procedure 1004-AR-1 (Nondiscrimination in Employment and Contract Practices) to Policy 1004, a copy of which is attached.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

8. Board Member Comment

Procedural: 8.1 Board Member Comment

Andrea Fox congratulated Bryan Collazo and welcomed him as an official employee of 21CCCS.

Dr. Orner asked when the first day of school was (August 26, 2024) and wished everyone the best of luck in the new school year.

Veronica Andes thanked the Technology Department (Carlos Almonte and Sean Larkin) for assisting with her new laptop and that it was a refreshing change to have technology savvy people assist in making it an easy process.

9. Meeting Schedule

Information: 9.1 2024-2025 SY Meeting Schedule

10. Adjournment

Action: 10.1 Adjournment

Recommend the Board adjourn the Board Meeting.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

The board meeting was adjourned at 1:56 p.m.

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

**Board of Trustees
Board Meeting
September 10, 2024**



Sep 10, 2024

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call

The Board Meeting was called to by Andrea Fox order at 1:21 p.m.

Members Present:

Andrea Fox, Mollie Burnett, Veronica Andes, David McConnell, Marlene Fares, Denise Strohmayr

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Sherif Kamel - Director of Human Resources, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Megan Stellfox - Child Accounting & State Reporting Manager, Heather Messenger - Supervisor of Student Services, Patti Dahl - Supervisor of Special Education, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Karis Lane - HR Generalist, Lauren Michener - Instructional Technology Specialist, Lauren Dhanak - Multimedia Specialist, Jennifer Masse - Business Office Confidential Secretary, Marife Beidler - Accounts Payable Fiscal Assistant

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Report: 1.5 CEO and Administrators' Reports

Procedural: 1.6 Public Comment

2. Approval of Minutes

Action: 2.1 Approval of August 13, 2024 Minutes

Recommend the Board approve the Minutes of the August 13, 2024 Board Meeting as presented.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

3. Organization of the Board

Action: 3.1 Renewal of Term of Board Members

Recommend the board renew the terms of board members Andrea Fox and Mollie Burnett as presented.

Motion by Veronica Andes, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Abstain: Mollie Burnett, Andrea Fox

Procedural: 3.2 Oath of Office

4. Consent Agenda

Action (Consent): 4.1 Review of Consent Agenda Items

Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.2 Treasurer's Report and Board Summary Report

Resolution: Recommend the Board approve the July 2024 Treasurer's Report and Board Summary Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.3 Expenditure Report

Resolution: Recommend the Board approve the July 2024 Expenditure Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.4 Designated Employees for School Procurement/ Credit Card

Resolution: Recommend the Board approve the designated employees indicated below to use a school procurement/credit card for the 2024-2025 SY.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.5 Designated Employees for School Gas Credit Card

Resolution: Recommend the Board approve the designated employees indicated below to use the school gas credit card as needed for testing or other job duties during the 2024-2025 SY.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.6 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.7 CTE Agreement - CCIU Technical College High School

Resolution: Recommend the Board approve the agreement with CCIU Technical College High School at a cost of \$10,758 per half-time student plus any additional accommodation costs incurred as a result of any special education or special needs students for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.8 CTE Agreement - River Valley School District - STEAM Academy

Resolution: Recommend the Board approve the agreement with River Valley School District - STEAM Academy at a cost of \$5,200 for general education students and \$6,000 per year for special education students, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.9 CTE Agreement - Western Area Career and Technology Center

Resolution: Recommend the Board approve the agreement with Western Area Career and Technology Center at a cost of \$9,000 per student per year for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.10 Contract - e3 Diagnostics

Resolution: Recommend the Board approve the contract with e3 Diagnostics at a total cost of \$969.00 for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.11 Agreement - Lancaster Lebanon IU13

Resolution: Recommend the Board ratify the agreement with Lancaster Lebanon IU13 for SSIP/PaTTAN services for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.12 Project "Go" School Attendance Support

Resolution: Recommend the Board approve the Project "Go" School Attendance Support Memorandum of Understanding for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.13 PA College of Technology - PSSA and Keystone Testing Site

Resolution: Recommend the Board approve the agreement with PA College of Technology for the 2024-2025 SY at a cost of \$1,920.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.14 Holiday Inn Wilkes Barre - PSSA and Keystone Testing Site

Resolution: Recommend the Board approve the agreement with Holiday Inn Wilkes Barre for the 2024-2025 SY at a cost of \$5,100, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.15 Adventure Club - Acrisure Stadium Tour

Resolution: Recommend the Board approve the Acrisure Stadium Tour. The estimated cost will be \$600. The final count of attendees and cost to 21CCCS and students will be determined prior to event. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.16 Adventure Club - Cherry Crest Farm

Resolution: Recommend the Board approve the trip to Cherry Crest Farm. The estimated cost will be \$900. The final count of attendees and cost to 21CCCS and students will be determined prior to event. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.17 Adventure Club - Ricketts Glen Hike

Resolution: Recommend the Board approve the Ricketts Glen Hike. There is no cost to students. There will be an estimated cost of \$700 for overnight accommodations for staff. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.18 Adventure Club - Stadium Tour of Wells Fargo Center

Resolution: Recommend the Board approve the stadium tour of Wells Fargo Center. The estimated cost will be \$600. The final count of attendees and cost to 21CCCS and students will be determined prior to event. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.19 Renewal Agreements - Picaboo - HS and MS Yearbooks

Resolution: Recommend the Board approve the renewal agreements with Picaboo for the 2024-2025 high school and middle school yearbooks, at costs indicated, copies of which are attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

5. New Business

Action: 5.1 Pilot - Incident IQ - Human Resources Platform

Recommend the Board approve a pilot program with Incident IQ for their Human Resources Platform on a trial basis at no cost to 21CCCS, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.2 Use of Committed Fund Balance - Schoology Related Work

Recommend the Board designate up to \$40,000 as a portion from the Committed Fund Balance for Schoology related work as part of our start-up in the new learning management system. The requested hours are to support the content developers with the ongoing transition of course materials beyond the first quarter, which was completed this summer.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.3 Agreement - George Krapf, Jr. & Sons, Inc.

Recommend the Board approve the agreement with George Krapf, Jr. & Sons, Inc. for \$260 per day for the 2024-2025 SY, a copy of which is attached, pending legal review.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.4 Use of Committed Fund Balance - Weidenhammer

Recommend the Board approve use of the Committed Fund Balance in the amount of \$136,576.00 to upgrade the switching hardware for the access layer of the network during the 2024-2025 SY, a copy of which is attached.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.5 CDW Government - Adobe Connect Video Platform

Recommend the Board approve the subscription with CDW Government - Adobe Connect Video Platform at a cost of \$15,375.00 for the 2024-2025 SY, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.6 New Job Description - Instructional Technology Specialist

Recommend the Board approve the new job description of Instructional Technology Specialist. A copy of the job description is attached.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.7 Confidential Settlement Agreement

Recommend the Board approve the Confidential Settlement Agreement as presented.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.8 Confidential Education Trust Agreement

Recommend the Board approve the Confidential Education Trust Agreement as presented.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.9 Agreements - Custom Computer Specialists - Infinite Campus

Recommend the Board ratify the agreements with Custom Computer Specialists for the Backpack app which will allow the creation of custom report cards, honor roll, and transcripts through Infinite Campus for a total cost of \$25,000 for the 2024-2025 SY, copies of which are attached.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.10 2023-2024 Charter School Annual Report

Recommend the Board ratify the 2023-2024 Charter School Annual Report, a copy of which is attached.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

6. Policies and Administrative Regulations

Action: 6.1 New Title IX Policy and Procedure

Recommend the Board ratify the Policy 1039 (Title IX) and 1039-AR-1 to be in compliance with the new Title IX Regulations, which were effective August 1, 2024. A copy of the policy and administrative regulation are attached.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 6.2 Retiring of Policy and Administrative Regulations - Replaced by New Title IX Policy and Supporting Administrative Regulations

Recommend the Board ratify the retiring of Policy 3041 and Administrative Regulations 3041-AR-1 and 3041-AR-2, which have been replaced by the new Title IX Policy 1039 and supporting administrative regulations, which were effective August 1, 2024. A copy of the retired policy and administrative regulations are attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

First Reading: 6.3 Revised Policies

First Reading: 6.4 Human Resources Related Policies

Information: 6.5 New, Revised or Retired Administrative Regulations

7. Board Member Comment

Procedural: 7.1 Board Member Comment

Veronica Andes and Andrea Fox congratulated Kevin McKenna on his great honor of being named Legacy Lawyer for Charter Schools and thanked him for his years of support to the school.

Andrea Fox thanked Lauren Michener for the great job in the successful launch of Schoology and that it seemed the students were off to a good start for the school year. Lauren Michener thanked Andrea Fox and said it was a team effort and that she would share this with them.

8. Meeting Schedule

Information: 8.1 2024-2025 SY Meeting Schedule

9. Adjournment

Action: 9.1 Adjournment

Recommend the Board adjourn the Board Meeting.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

The Board Meeting was adjourned at 1:40 p.m.

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

**Board of Trustees
Board Meeting
October 8, 2024**


Oct 8, 2024

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call

The Board Meeting was called to order by Andrea Fox at 1:16 p.m.

Members Present:

Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Sherif Kamel - Director of Human Resources, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Megan Stellfox - Child Accounting & State Reporting Manager, Heather Messenger - Supervisor of Student Services, Patti Dahl - Supervisor of Special Education, George Wade - IT Services Manager, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Karis Lane - HR Generalist, Keely Panichelli - Reading Specialist, Jacalyn Arthur - Reading Specialist, Kathleen McAllister - Administrative Assistant to Director of Curriculum, Instruction & Assessment

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Report: 1.5 CEO and Administrators' Reports

Procedural: 1.6 Public Comment

2. Approval of Minutes

Action: 2.1 Approval of September 10, 2024 Minutes

Recommend the Board approve the Minutes of the September 10, 2024 Board Meeting as presented.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

3. Consent Agenda

Action (Consent): 3.1 Review of Consent Agenda Items

Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.2 Treasurer's Report and Board Summary Report

Resolution: Recommend the Board approve the August 2024 Treasurer's Report and Board Summary Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.3 Expenditure Report and Void Payment Report

Resolution: Recommend the Board approve the August 2024 Expenditure Report and Void Payment Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.4 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.5 Revisions to 24-25 Support Staff Handbook

Resolution: Recommend the Board approve the revisions to the 24-25 Support Staff Handbook, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.6 CTE Agreement - Middle Bucks Institute of Technology

Resolution: Recommend the Board approve the agreement with Middle Bucks Institute of Technology at a cost of \$10,500.00 plus any and all additional accommodation costs for special education per student annually for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.7 School Trip - Citizens Bank Park

Resolution: Recommend the Board approve student trip to tour Citizens Bank Park during the 2024-2025 SY at an approximate cost of \$600.00. Final cost to school and price will per student will be determined upon number of attendees. Permission slips will be required and 21CCCS staff will chaperone. This will replace the tour of Wells Fargo Center.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.8 School Trip - Dave & Buster's - Homestead

Resolution: Recommend the Board approve an end of year student trip to Dave & Buster's - Homestead during the 2024-2025 SY at an approximate cost of \$6,168.47. Final cost to school and price will per student will be determined upon number of attendees. Permission slips will be required and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.9 School Trip - Dave & Buster's - Plymouth Meeting

Resolution: Recommend the Board approve an end of year student trip to Dave & Buster's - Plymouth Meeting during the 2024-2025 SY at an approximate cost of \$6,168.47. Final cost to school and price will per student will be determined upon number of attendees. Permission slips will be required and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.10 School Trip - Philadelphia Museum of Art

Resolution: Recommend the Board approve student trip to the Philadelphia Museum of Art during the 2024-2025 SY at an approximate cost of \$540.00. Final cost to school and price will per student will be determined upon number of attendees. Permission slips will be required and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.11 Philadelphia Airport Marriott - Keystone Testing Site

Resolution: Recommend the Board approve the agreement with the Philadelphia Airport Marriott for the 2024-2025 SY at a cost of \$6,000.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.12 Philadelphia Airport Marriott - PSSA Testing Site

Resolution: Recommend the Board approve the agreement with the Philadelphia Airport Marriott for the 2024-2025 SY at a cost of \$5,200.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.13 Hampton Inn & Suites Philadelphia-Bensalem - PSSA and Keystone Testing Site

Resolution: Recommend the Board approve the agreement with the Hampton Inn & Suites Philadelphia-Bensalem for the 2024-2025 SY at a cost of \$11,200.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action (Consent): 3.14 The Country Club- PSSA and Keystone Testing Site

Resolution: Recommend the Board approve the agreement with the The Country Club for the 2024-2025 SY at a cost of \$4,000.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

4. New Business

Action: 4.1 2024-2025 IDEA-B Original Allocation Use of Funds and Intergovernmental Agreement

Recommend the Board ratify the 2024-2025 IDEA-B Original Allocation Use of Funds and Intergovernmental Agreement in the amount of \$199,723.15, a copy of which is attached.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Action: 4.2 Chester County Intermediate Unit Title III Memorandum of Understanding

Recommend the Board approve the Chester County Intermediate Unit Title III Memorandum of Understanding for the 2024-2025 SY, a copy of which is attached. Any fees will be funded through the Title III Grant.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 4.3 Agreement - Millennium Limousine Group

Recommend the Board approve the agreement with Millennium Limousine Group for the 2024-2025 SY for a cost of \$85 each way and/or \$170 round trip for each student, a copy of which is attached.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 4.4 Contract - Magic School, Inc.

Recommend the Board approve the contract with Magic School, Inc. for a cost of \$4,499.25 for the 2024-2025 SY, a copy of which is attached.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 4.5 CEO - Attendance at the AASA National Conference for School Leaders

Recommend the Board approve Dr. Matthew Flannery attend the AASA National Conference for School Leaders.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 4.6 Confidential Settlement Terms

Recommend the Board approve the Confidential Settlement Terms as recommended by legal counsel.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

5. Policies and Administrative Regulations

Action: 5.1 Revised Policies

Recommend the Board approve the below policies, copies of which are attached. These were First Reading at the September Board Meeting.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.2 Human Resources Related Policies

Recommend the Board approve the below Human Resources related policies, copies of which are attached. These were First Reading at the September Board Meeting.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

Information: 5.3 New, Revised or Retired Administrative Regulations

First Reading: 5.4 First Reading - Revised Policies

6. Board Member Comment

Procedural: 6.1 Board Member Comment

Dr. Michele Orner thanked Erika Laidlaw, Keely Panichelli and Jacalyn Arthur for the work under Title I as she is aware that it is a restrictive funding source and she's pleased to see the creative ways the money has been spent to support the students.

7. Meeting Schedule

Information: 7.1 2024-2025 SY Meeting Schedule

8. Adjournment

Action: 8.1 Adjournment

Recommend the Board adjourn the Board Meeting.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Not Present at Vote: Veronica Andes

The Board Meeting was adjourned at 1:44 p.m.

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

**Board of Trustees
Board Meeting
November 12, 2024**



Nov 13, 2024

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call

The Board Meeting was called to order by Andrea Fox at 1:02 p.m.

Members Present:

Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Jonathon Shiota - Business Administrator, Sherif Kamel - Director of Human Resources, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Nora Wheeler - Director of Curriculum, Instruction & Assessment, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Megan Stellfox - Child Accounting & State Reporting Manager, Heather Messenger - Supervisor of Student Services, Patti Dahl - Supervisor of Special Education, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Karis Lane - HR Generalist, Kathleen McAllister - Administrative Assistant to Director of Curriculum, Instruction & Assessment, Mary Beth Giandonato - School Counselor, Kim Geller - Art Teacher, Brittany Trotter - Social Studies Teacher, Cathy Delaney - Social Studies Teacher

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Report: 1.5 CEO and Administrators' Reports

A presentation on student engagement was provided. Dr. Orner congratulated the entire team and asked if there had been any parent feedback on the engagement initiatives. Kim Geller indicated the engagements had just begun and that it was an excellent suggestion to reach out to the parents of the students involved in the initiatives. Dr. Orner suggested a parent survey at the end of this school year.

Procedural: 1.6 Public Comment

2. Approval of Minutes

Action: 2.1 Approval of October 8, 2024 Minutes

Recommend the Board approve the Minutes of the October 8, 2024 Board Meeting as presented.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

3. Consent Agenda

Action (Consent): 3.1 Review of Consent Agenda Items

Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.2 Treasurer's Reports and Board Summary Reports

Resolution: Recommend the Board approve the September and October 2024 Treasurer's Reports and Board Summary Reports as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.3 Expenditure Reports

Resolution: Recommend the Board approve the September and October 2024 Expenditure Reports as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.4 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.5 CTE Agreement - Mifflin County Academy of Science & Technology

Resolution: Recommend the Board approve the agreement with Mifflin County Academy of Science & Technology at a cost of \$16,601.23, plus any additional accommodation costs incurred as a result of any special education or special needs students, per student for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.6 Renewal - Bucks County Intermediate Unit

Resolution: Recommend the Board approve the renewal with Bucks County Intermediate Unit for the 2024-2025 SY at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.7 Contract - e3 Diagnostics

Resolution: Recommend the Board approve the contract with e3 Diagnostics for a total cost of \$1,463.50 for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.8 Contract - Vector Security

Resolution: Recommend the Board approve the contract with Vector Security to install 2 additional cards readers for a total installation cost of \$4,625.00, with an additional \$32.15 monthly fee during the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.9 Adventure Club - Harrisburg ABC Lanes Escape Room

Resolution: Recommend the Board approve the Adventure Club at Harrisburg ABC Lanes Escape Room. The estimated cost will be \$3,000. Students/families will pay \$10 each. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.10 Westmoreland County Community College - Murrysburg Graduation

Resolution: Recommend the Board approve agreement with Westmoreland County Community College for the 2024-2025 SY graduation for a cost of \$500.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

4. New Business

Action: 4.1 Updated Job Descriptions - Business Office Personnel

Recommend the Board approve the updated job descriptions for the business office personnel as indicated below. Copies of the job descriptions are attached.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.2 New Job Description - IEP Facilitator and Transition Coordinator

Recommend the Board approve adding a new position, IEP Facilitator and Transition Coordinator, to our Special Education Department. This would be a support staff position with an anticipated salary range of \$73,300.25 - \$79,166.72. A copy of the Job Description is attached.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.3 Use of Committed Fund Balance - Schoology Transition

Recommend the Board designate up to \$48,000 from the Committed Fund Balance for additional Schoology related work as part of our start-up in the new learning management system.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.4 School Vehicle - Costars Purchase

Recommend the Board approve the purchase of a Toyota Camry which would primarily be used by a third Home & School Liaison, once that position is filled. The car and the third liaison position would be based out of our Murrysville office to better serve the Western part of Pennsylvania. The cost of the new Camry is \$31,204 based on a quote from New Holland Auto Group in New Holland, PA.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

5. Policies and Administrative Regulations**Action: 5.1 New Wellness Check Requirements Policy and Supporting Procedure**

Recommend the Board ratify the new Policy 2007 (Wellness Check Requirements) and Supporting Procedure (2007-AR-1) to be in compliance with Act 55 of 2024. A copy of the policy and supporting procedure are attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 5.2 Revised Policies

Recommend the Board approve the below policies. These were First Reading at the October Board Meeting.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

First Reading: 5.3 First Reading - Revised and/or New Policies

Information: 5.4 Financial and Business Office Related Administrative Regulations - New or Revised

Information: 5.5 Financial and Business Office Related Policies and Administrative Regulations - No Changes

6. Board Member Comment**Procedural: 6.1 Board Member Comment**

Andrea Fox thanked everyone on the engagement initiatives team for their collaboration and extra efforts in enhancing student engagement and involvement and that it was clear that this was a lot of impressive work. Veronica Andes echoed the gratitude and shared that the student ambassador portion is very helpful to new students, as beginning in a new school can be a huge and difficult change, and this could have a very positive impact. Having a student ambassador can provide all the difference and she encourages the good work to make the students feel like they belong. Denise Strohmayr believes these initiatives will have a positive impact on the graduation rates as students persist and are retained. Dr. Orner agreed that it is challenging to teach in a virtual environment but that these initiatives exhibit a job well done as she really appreciates how creative and tenacious the team at 21CCCS are in reaching all students.

7. Meeting Schedule

Information: 7.1 2024-2025 SY Meeting Schedule

8. Adjournment

Action: 8.1 Adjournment

Recommend the Board adjourn the Board Meeting.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

The Board Meeting was adjourned by Andrea Fox at 1:27 p.m.

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

**Board of Trustees
Board Meeting
December 10, 2024**



Dec 11, 2024

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call

The Board Meeting was called to order by Andrea Fox at 1:00 p.m.

Members Present:

Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Jonathon Shiota - Business Administrator, Sherif Kamel - Director of Human Resources, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Nora Wheeler - Director of Curriculum, Instruction & Assessment, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Megan Stellfox - Child Accounting & State Reporting Manager, Heather Messenger - Supervisor of Student Services, Patti Dahl - Supervisor of Special Education, George Wade - IT Services Manager, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Karis Lane - HR Generalist, Kathleen McAllister - Administrative Assistant to Director of Curriculum, Instruction & Assessment, Lauren Dhanak - Multimedia Specialist

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Report: 1.5 CEO and Administrators' Reports

With regard to the Future Ready PA Index Presentation by Heather Messenger, Dr. Orner asked how we are preparing for the changes in the science curriculum and Dr. Wheeler indicated we are working with the intermediate unit to examine the actual courses and rearrange those courses to ensure they are aligned. Dr. Frank indicated there will be a new pilot in the 2026-2027 school year. Mollie Burnett really appreciated the data presented and commented that the Keystone preparation courses are very helpful and wanted to know if they were optional. Heather Messenger indicated there is a boot camp course for each of the Keystone content areas and that they are optional. Dr. Frank indicated that additional live classes were available starting in January with regard to each Keystone content area. Mollie Burnett wanted to know how we compare not only with other charter schools, but other brick and mortar schools as well. Heather Messenger indicated she would provide any additional information requested by Mollie Burnett, for example if she wanted to know about specific school districts, or if she wanted Heather to just provide a few in a specific area of Pennsylvania. Heather Messenger also indicated that the Future Ready PA Index allows the public to search and compare this information on their website.

Procedural: 1.6 Public Comment

2. Approval of Minutes

Action: 2.1 Approval of November 12, 2024 Minutes

Recommend the Board approve the Minutes of the November 12, 2024 Board Meeting as presented.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

3. Consent Agenda

Action (Consent): 3.1 Review of Consent Agenda Items

Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.2 Treasurer's Report and Board Summary Report

Resolution: Recommend the Board approve the November 2024 Treasurer's Report and Board Summary Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.3 Expenditure Report

Resolution: Recommend the Board approve the November 2024 Expenditure Reports as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.4 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.5 Contract - Prismatic Magic

Resolution: Recommend the Board approve the contract with Prismatic Magic for a total cost of \$599.00 for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.6 CTE Agreement - Reading Muhlenberg Career & Technology Center

Resolution: Recommend the Board approve the agreement with Reading Muhlenberg Career & Technology Center at a cost of \$8,675.72, plus any additional accommodation costs incurred as a result of any special education or special needs students, per student for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.7 Westmoreland County Community College - PSSA and Keystone Testing Site

Resolution: Recommend the Board approve the agreement with the Westmoreland County Community College for the 2024-2025 SY at a cost of 3,200.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayer, David McConnell, Marlene Fares

Action (Consent): 3.8 Contract - Coatesville Country Club - Prom

Resolution: Recommend the Board approve the contract with Coatesville Country Club for the 2024-2025 SY, at a cost of approximately \$6,600, a copy of which is attached. The final cost will be determined based on the number of attendees.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayer, David McConnell, Marlene Fares

4. New Business

Action: 4.1 Independent Audit Committee

Recommend the Board appoint the members of the Independent Audit Committee, consisting of the CEO, Business Administrator, Board Chairperson and Board Vice Chairperson.

Motion by Marlene Fares, second by Denise Strohmayer.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Denise Strohmayer, David McConnell, Marlene Fares

Abstain: Michele Orner, Andrea Fox

Information: 4.2 2023-2024 Annual Financial Report (AFR)

Action: 4.3 Agreement - Assessment Alternatives, LLC

Recommend the Board approve the agreement with Assessment Alternatives, LLC for the 2024-2025 SY for related services, at costs compliant with industry standards, a copy of which is attached.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayer, David McConnell, Marlene Fares

Action: 4.4 Use of Committed Fund Balance - Custom Computer Specialists - Infinite Campus

Recommend the Board designate \$25,000 as a portion from the Committed Fund Balance for the agreements with Custom Computer Specialists for the Backpack app which allowed the creation of custom report cards, honor roll, and transcripts through Infinite Campus, copies of which are attached. This agreement was ratified at the September Board Meeting.

Motion by Andrea Fox, second by Denise Strohmayer.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayer, David McConnell, Marlene Fares

Action: 4.5 Chester County Intermediate Unit - Letter of Intent

Recommend the Board approve the Letter of Intent with Chester County Intermediate Unit to purchase student and staff licenses at a cost of \$18.50 per license for the 2024-2025 through the 2026-2027 SYs, a copy of which is attached.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayer, David McConnell, Marlene Fares

5. Policies and Administrative Regulations

Action: 5.1 Revised and/or New Policies

Recommend the Board approve the below policies. These were first reading at the November Board Meeting.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayer, David McConnell, Marlene Fares

Information: 5.2 New Administrative Regulation

Information: 5.3 Special Education Related Policies and Administrative Regulations - No Changes

First Reading: 5.4 First Reading - Revised and/or New Policies

6. First Reading

First Reading: 6.1 2025-2026 High School Course Catalog

7. Board Member Comment

Procedural: 7.1 Board Member Comment

Dr. Orner wished everyone happy holidays.

8. Meeting Schedule

Information: 8.1 2024-2025 SY Meeting Schedule

9. Adjournment

Action: 9.1 Adjournment

Recommend the Board adjourn the Board Meeting.

The meeting was adjourned at 1:30 p.m.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Denise Strohmayer, David McConnell, Marlene Fares

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

**Board of Trustees
Board Meeting
January 14, 2025**



Jan 14, 2025

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call

The Board Meeting was called to order by Dr. Michele Orner at 1:00 p.m.

Members Present:

Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Jonathon Shiota - Business Administrator, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Nora Wheeler - Director of Curriculum, Instruction & Assessment, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Megan Stellfox - Child Accounting & State Reporting Manager, Heather Messenger - Supervisor of Student Services, Patti Dahl - Supervisor of Special Education, George Wade - IT Services Manager, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Karis Lane - HR Generalist, Kathleen McAllister - Administrative Assistant to Director of Curriculum, Instruction & Assessment, Jennifer Masse - Business Office Confidential Secretary

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Report: 1.5 CEO and Administrators' Reports

Dr. Flannery thanked the Board of Trustees for their continued support as volunteer Board members of 21st Century Cyber Charter School.

Procedural: 1.6 Public Comment

2. Organization of the Board

Action: 2.1 Annual Organization of the Board - Appoint Temporary Chairperson

Recommend the Board appoint Dr. Marlene Fares as a temporary Chairperson for the election of a 2025 Board Chairperson and 2025 Board Vice Chairperson. Dr. Fares will abstain from voting.

Motion by Michele Orner, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell

Abstain: Marlene Fares

Action: 2.2 Annual Organization of the Board - Nominate 2025 Chairperson

Recommend the Board nominate a 2025 Chairperson. The Board nominates Andrea Fox as the 2025 Chairperson. Andrea Fox will abstain from voting.

Andrea Fox was unable to attend the board meeting but was still nominated as the 2025 Chairperson.

Motion by Marlene Fares, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 2.3 Annual Organization of the Board - Elect 2025 Chairperson

Recommend the Board elect Andrea Fox as the 2025 Chairperson. Andrea Fox will abstain from voting. Andrea Fox was unable to attend the board meeting but was still elected as the 2025 Chairperson.

Motion by Marlene Fares, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 2.4 Annual Organization of the Board - Nominate a 2025 Vice Chairperson

Recommend the Board nominate a 2025 Vice Chairperson. The Board nominates Dr. Michele Orner as the 2025 Vice Chairperson. Dr. Michele Orner will abstain from voting.

Motion by Marlene Fares, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Abstain: Michele Orner

Action: 2.5 Annual Organization of the Board - Elect a 2025 Vice Chairperson

Recommend the Board elect Dr. Michele Orner as the 2025 Vice Chairperson. Dr. Michele Orner will abstain from voting.

Motion by Marlene Fares, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Abstain: Michele Orner

Action: 2.6 Annual Organization of the Board - Appoint a 2025 Board Treasurer

Recommend the Board appoint Jonathon Shiota as the 2025 Board Treasurer.

Motion by Marlene Fares, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 2.7 Annual Organization of the Board - Appoint a 2025 Board Secretary

Recommend the Board appoint Lisa Iozzi as the 2025 Board Secretary.

Motion by Marlene Fares, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Procedural: 2.8 Oath of Office - Officers

Andrea Fox will be sworn in at the February Board Meeting as the 2025 Chairperson.

3. Approval of Minutes**Action: 3.1 Approval of December 10, 2024 Minutes**

Recommend the Board approve the Minutes of the December 10, 2024 Board Meeting as presented.

Motion by Michele Orner, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

4. Consent Agenda

Action (Consent): 4.1 Review of Consent Agenda Items

Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Michele Orner, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.2 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Michele Orner, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.3 CTE Agreement - Bucks County Community College

Resolution: Recommend the Board approve the agreement with Bucks County Community College at a cost of \$130 per credit for in-county students, \$195 per credit for non-sponsored county students and \$340 per credit for out-of-county students, plus any additional accommodation costs incurred as a result of any special education or special needs students, as well as course fees with a laboratory component or special supplies per student for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Michele Orner, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.4 Contract - Westmoreland County Community College - Prom

Resolution: Recommend the Board approve the contract with Westmoreland County Community College for the 2024-2025 SY, at a cost of approximately \$1,162.20, a copy of which is attached. The final cost will be determined based on the number of attendees.

Recommend the Board approve the Consent Agenda items.

Motion by Michele Orner, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.5 Contract - West Chester University - Graduation Venue

Resolution: Recommend the Board approve the contract with West Chester University for the 2024-2025 SY, at a cost of approximately \$3,070.97, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Michele Orner, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.6 2025-2026 High School Course Catalog

Resolution: Recommend the Board approve the 2025-2026 High School Course Catalog, a copy of which is attached. This was First Reading at the December Board Meeting.

Recommend the Board approve the Consent Agenda items.

Motion by Michele Orner, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 4.7 Agreement - DJ Larry J. Hornyak - Murrysville Prom

Resolution: Recommend the Board approve the agreement between 21CCCS and DJ Larry J. Hornyak for the 2024-2025 SY Murrysville prom for a total cost of \$500.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Michele Orner, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

5. New Business

Action: 5.1 2023-2024 Fund Balance Designations

Recommend the Board approve the 2023-2024 Fund Balance Designations as of June 30, 2024, a copy of which is attached.

Motion by Michele Orner, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.2 Unassigned Fund Balance - Statewide Testing Technology

Recommend the Board designate a total of \$150,000 from the Unassigned Fund Balance to the Committed Fund Balance for Statewide Testing Technology.

Motion by Michele Orner, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Action: 5.3 First Amendment to Memorandum of Understanding 7

Recommend the Board approve the First Amendment to Memorandum of Understanding 7 between 21st Century Cyber Charter School and the Education Association as presented.

Motion by Michele Orner, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

6. Policies and Administrative Regulations

First Reading: 6.1 First Reading - New Policy

Action: 6.2 Revised and/or New Policies

Recommend the Board approve the below policies which were First Reading at the December Board Meeting.

Motion by Michele Orner, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell, Marlene Fares

Information: 6.3 Revised Administrative Regulations

7. First Reading

First Reading: 7.1 2025-2026 Middle School Course Catalog

First Reading: 7.2 Gifted Handbook

8. Board Member Comment

Procedural: 8.1 Board Member Comment

Dr. Michele Orner thanked Lisa Iozzi for providing a script on chairing the board meeting when Andrea Fox was unable to attend and indicated she had a new found appreciation of the organization that Andrea Fox provides in chairing the Board meetings.

9. Meeting Schedule

Information: 9.1 2024-2025 SY Meeting Schedule

10. Adjournment

Action: 10.1 Adjournment

Recommend the Board adjourn the Board Meeting.

Motion by Michele Orner, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayer, David McConnell, Marlene Fares

The Board Meeting was adjourned by Dr. Michele Orner at 1:18 p.m.

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

**Board of Trustees
Board Meeting
February 11, 2025**

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call



The Board Meeting was called to order by Andrea Fox at 1:00 p.m.

Feb 11, 2025

Members Present:

Andrea Fox, Michele Orner, Mollie Burnett, Veronica Andes, Denise Strohmayr, David McConnell

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Jonathon Shiota - Business Administrator, Sherif Kamel - Director of Human Resources, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Nora Wheeler - Director of Curriculum, Instruction & Assessment, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Megan Stellfox - Child Accounting & State Reporting Manager, Heather Messenger - Supervisor of Student Services, Josh Taylor - Senior Client Platform Specialist, Tiffany Maraffa - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Kathleen McAllister - Administrative Assistant to Director of Curriculum, Instruction & Assessment, Maryann Faralli - Receptionist, Lauren Dhanak - Multimedia Specialist, Heather Iovine - ISD Tech Developer, Marife Beidler - Accounts Payable Fiscal Assistant, Pam Hodges - Accounts Receivable Fiscal Assistant, Veronica Danahy - Payroll Fiscal Assistant, Megan Thompson - Auditor of Herbein + Company, Inc.

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Report: 1.5 CEO and Administrators' Reports

After the presentation on eSports, Andrea Fox asked if it was open to all grades and Dr. Monica Frank, High School Principal, indicated it was currently available to Grades 9-12. Melody Dunn, Assistant Principal, indicated the students would all start in the same virtual room, then would join breakout rooms based on their skills and abilities. Andrea Fox asked if 21CCCS had connected with any colleges. Dr. Frank indicated that since this is the first year with this club, no colleges had been contacted yet. Professor Denise Strohmayr offered to make an introduction to Reading Community College and Dr. Flannery, Dr. Frank and Melody Dunn all agreed this would be appreciated and a great opportunity.

Procedural: 1.6 Public Comment

2. Organization of the Board

Procedural: 2.1 Oath of Office - Andrea Fox

3. Approval of Minutes

Action: 3.1 Approval of January 14, 2025 Minutes

Recommend the Board approve the Minutes of the January 14, 2025 Board Meeting as presented.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

4. Consent Agenda

Action (Consent): 4.1 Review of Consent Agenda Items

Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.2 Treasurer's Report and Board Summary Report

Resolution: Recommend the Board approve the December 2024 Treasurer's Report and Board Summary Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.3 Expenditure Report

Resolution: Recommend the Board approve the December 2024 Expenditure Reports as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.4 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.5 Agreement - Central Westmoreland Career & Technical Center

Resolution: Recommend the Board approve the agreement with Central Westmoreland Career & Technical Center for the 2024-2025 SY at a cost of \$13,500.00 per student per year, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.6 2025-2026 Middle School Course Catalog

Resolution: Recommend the Board approve the 2025-2026 Middle School Course Catalog, a copy of which is attached. This was First Reading at the January Board Meeting.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.7 2024-2025 Gifted Handbook

Resolution: Recommend the Board approve the 2024-2025 Gifted Handbook, a copy of which is attached. This was First Reading at the January Board Meeting.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.8 2025-2026 SY Calendar

Resolution: Recommend the Board approve the 2025-2026 SY Calendar, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.9 Agreement - Berks County Intermediate Unit - PSSA and Keystone Testing Site

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.10 Agreement - Shippensburg University - PSSA and Keystone Testing Site

Resolution: Recommend the Board approve the agreement with Shippensburg University for the 2024-2025 SY at a cost of \$8,000.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.11 Contract - Teal Tuesday - West Chester Prom DJ

Resolution: Recommend the Board approve the contract between 21st Century Cyber Charter School and Teal Tuesday in the amount of \$500.00 for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.12 Estimate - ASL Services

Resolution: Recommend the Board approve the estimate from ASL Services for the 2024-2025 SY Murrysville and West Chester graduations at an approximate cost of \$526.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action (Consent): 4.13 Agreement - Portraits by Sean

Resolution: Recommend the Board approve the Agreement with Portraits by Sean for 2024-2025 SY graduation portraits at both locations for a total cost of \$3,600.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

5. New Business

Action: 5.1 2023-2024 Financial Audit

Recommend the Board accept the 2023-2024 Financial Audit, which will be posted on the school's website once approved. This will be a roll call vote.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.2 2023-2024 Revised Annual Financial Report

Recommend the Board ratify the revised Annual Financial Report for the 2023-2024 fiscal year, which was submitted to the Pennsylvania Department of Education on February 6, 2025.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.3 Committed Fund Balance - Future Marketing Initiatives

Recommend the Board designate a total of \$1,000,000 from the Unassigned Fund Balance to the Committed Fund Balance for Future Marketing Initiatives.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.4 Committed Fund Balance - Apple, Inc.

Recommend the Board designate a total of \$57,295 from the Unassigned Fund Balance to the Committed Fund Balance for the purchase of 35 iPad Pros, Pencils and Keyboard for Administrators and Staff. A copy of the proposal is attached.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.5 Committed Fund Balance - Future Salary Adjustments

Recommend the Board designate a total of \$500,000 from the Unassigned Fund Balance to the Committed Fund Balance for Future Salary Adjustments.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.6 Updated Job Descriptions and Salary Adjustments

Recommend the Board approve the updated job descriptions and salary adjustments for HR Generalist and Multimedia Specialist, copies of which are attached.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.7 Revision to 2023-2026 SY Administrator Handbook

Recommend the Board approve the revision to the 2023-2026 SY Administrator Handbook as presented.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.8 2024-2025 Language Instruction Educational Program (LIEP) Manual

Recommend the Board approve the 2024-2025 Language Instruction Educational Program (LIEP) Manual, a copy of which is attached.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.9 Contract - Quality Matters

Recommend the Board approve the contract with Quality Matters for the 2024-2025 SY at a cost of \$875.00, a copy of which is attached, pending legal review.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.10 Agreement - ParentSquare

Recommend the Board approve the subscription with ParentSquare at a cost of \$5,964.00 for the 2025-2026 SY, a copy of which is attached, pending legal review.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.11 Agreement - Global Data Consultants

Recommend the Board approve the agreement with Global Data Consultants at no cost for the 2024-2025 SY, a copy of which is attached, pending legal review.

Dr. Michele Orner asked why there was no cost associated with this agreement. Mike Matz, IT Director, indicated the agreement only outlined the nature of the relationship.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.12 Agreement - T-Mobile

Recommend the Board approve the agreement with T-Mobile for the 2024-2025 SY at no cost, a copy of which is attached.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

Action: 5.13 Second Amendment to Memorandum of Understanding 7 - Education Association

Recommend the Board approve the Second Amendment to Memorandum of Understanding 7 (Work from Home MOU) between 21st Century Cyber Charter School and the Education Association as presented.

Dr. Veronica Andes asked when this Second Amendment to Memorandum of Understanding 7 was valid through and Dr. Flannery confirmed that it would be valid through June 30, 2026.

Motion by Andrea Fox, second by Denise Strohmayer.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayer, David McConnell

Action: 5.14 Memorandum of Understanding 11 - Education Association

Recommend the Board approve the Memorandum of Understanding 11 between 21st Century Cyber Charter School and the Education Association.

Dr. Michele Orner asked if this Memorandum of Understanding 11 would be memorialized in the future Collective Bargaining Agreement and Dr. Flannery indicated this would be something that would need to be discussed between the CEO and the Board, but that this MOU was in effect through August 2025. Dr. Orner indicated that this made sense.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayer, David McConnell

6. Policies and Administrative Regulations

Information: 6.1 Revised Administrative Regulations

First Reading: 6.2 First Reading - Revised Policies

Action: 6.3 New Policy

Recommend the Board approve the below policy, which was First Reading at the January Board Meeting.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayer, David McConnell

Action: 6.4 Revised Policy 1039 (Title IX) and Supporting Procedure 1039-AR-1

Recommend the Board ratify the revised Policy 1039 (Title IX) and Supporting Procedure 1039-AR-1 to be in compliance with the law. A copy of the policy and supporting procedure is attached. Supporting Procedures 1039-AR-2 and 1039-AR-3 remain unchanged.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayer, David McConnell

Action: 6.5 Resolution - Reinstatement of Title IX Policy and Procedure

Recommend the Board approve the Resolution, a copy of which is attached.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayer, David McConnell

Action: 6.6 Revised Policy 6021 (Student / Employee Immigration)

Recommend the Board ratify the revised Policy 6021 (Student/Employee Immigration) to be in compliance with the law. A copy of the policy is attached.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayer, David McConnell

Action: 6.7 Resolution - Revised Student / Employee Immigration Policy
Recommend the Board approve the Resolution, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

7. First Reading

First Reading: 7.1 2025-2025 SY Student Parent Handbook

Andrea Fox pointed out that 2025-2025 SY was a typographical error and that it should reflect 2025-2026 SY.

8. Board Member Comment

Procedural: 8.1 Board Member Comment

Dr. Orner thanked the Business Office for all of the hard work and effort that went into completing the audit. She also indicated she was excited for the eSports club for our students. Andrea Fox echoed the sentiment and thinks it is a great opportunity for our students to become further involved in their online community.

9. Meeting Schedule

Information: 9.1 2024-2025 SY Meeting Schedule

10. Adjournment

Action: 10.1 Adjournment

Recommend the Board adjourn the Board Meeting.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Michele Orner, Mollie Burnett, Andrea Fox, Veronica Andes, Denise Strohmayr, David McConnell

The meeting was adjourned at 1:39 p.m.

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

**Board of Trustees
Board Meeting
March 18, 2025**

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call



Mar 18, 2025

The Board Meeting was called to order by Andrea Fox at 2:00 p.m.

Members Present:

Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Nicole Snyder, Esquire - Solicitor, Jonathon Shiota - Business Administrator, Sherif Kamel - Director of Human Resources, Dr. Nora Wheeler - Director of Curriculum, Instruction & Assessment, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Heather Messenger - Supervisor of Student Services, Patti Dahl - Supervisor of Special Education, George Wade - IT Services Manager, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Karis Lane - HR Generalist, Veronica Danahy - Payroll Fiscal Assistant, Pamela Hodges - Accounts Receivable Fiscal Assistant

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Report: 1.5 CEO and Administrators' Reports

Melody Dunn, Assistant Principal, reported on the first 2 scrimps of the eSports club. 21CCCS students won both and Ms. Dunn thanked Professor Denise Strohmayr for setting up a contact at the Reading Area Community College.

Procedural: 1.6 Public Comment

2. Approval of Minutes

Action: 2.1 Approval of February 11, 2025 Minutes

Recommend the Board approve the Minutes of the February 11, 2025 Board Meeting as presented.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

3. Consent Agenda

Action (Consent): 3.1 Review of Consent Agenda Items

Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.2 Treasurer's Report and Board Summary Report

Resolution: Recommend the Board approve the January 2025 Treasurer's Report and Board Summary Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.3 Expenditure Report

Resolution: Recommend the Board approve the January 2025 Expenditure Reports as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.4 Agreement - Assetworks Risk Management d/b/a Centurisk

Resolution: Recommend the Board approve the agreement with Assetworks Risk Management d/b/a Centurisk for the 2025-2026 SY at a cost of \$4,045.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.5 Form 990

Resolution: Recommend the Board approve 21CCCS's Form 990, Return of Organization Exempt from Income Tax, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.6 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.7 Subscription - PowerSchool

Resolution: Recommend the Board approve the subscription with PowerSchool for one year at a cost of \$18,698.97 for one year from the date of approval and signature, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.8 Agreement - Educational Consultant

Resolution: Recommend the Board approve the agreement with Educational Consultant in the amount of \$800.00 for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.9 Quote - Everway

Resolution: Recommend the Board approve the quote from Everway in the amount of \$2,394.00 for the 2024-2025 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.10 School Trip - Reading Phillies

Resolution: Recommend the Board approve the school trip to a Reading Phillies game. The estimated cost of the trip is \$1,600.00 for 40 attendees. The final count of attendees and cost will be determined before the event. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.11 School Trip - Pittsburgh Pirates

Resolution: Recommend the Board approve the school trip to a Pittsburgh Pirates game. The estimated cost of the trip is \$220.00 for 20 attendees. The final count of attendees and cost will be determined before the event. Permission slips will be required, and 21CCCS staff will chaperone.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action (Consent): 3.12 2025-2026 SY Student Parent Handbook

Resolution: Recommend the Board approve the 2025-2026 SY Student Parent Handbook, a copy of which is attached. This was First Reading at the February 2025 Board Meeting.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

4. New Business

Action: 4.1 2023-2024 Revised Annual Financial Report

Recommend the Board ratify the revised Annual Financial Report for the 2023-2024 fiscal year, which was submitted to the Pennsylvania Department of Education on February 25, 2025.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action: 4.2 2024-2025 Request for Proposal - Auditor

Recommend the Board approve the 2024-2025 Request for Proposal for auditing services and to serve as the auditor for 21st Century Cyber Charter School, a copy of which is attached.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action: 4.3 Special Education - Converting 2 Part-Time Positions into 1 Full-Time Position

Recommend the Board approve converting 2 Part-Time Special Education Support Staff Case Manager positions into 1 Full-Time Special Education Teacher.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Action: 4.4 Confidential Settlement Terms

Recommend the Board approve the Confidential Settlement Terms as recommended by legal counsel.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

5. Policies and Administrative Regulations**Action: 5.1 Revised Policies**

Recommend the Board approve the below policies. These were First Reading at the February 2025 Board Meeting.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayr, David McConnell, Marlene Fares

Information: 5.2 Universal Change in Policies and Administrative Regulations

Information: 5.3 Revised Administrative Regulation

First Reading: 5.4 First Reading - New Policies

6. Board Member Comment**Procedural: 6.1 Board Member Comment**

Andrea Fox congratulated the eSports team on their success and thanked the school for the support of the students in this new endeavor. Andrea Fox asked how many students participated and Melody Dunn indicated you need 3 students to play, but we had 6 students so everyone was able to play during the first 2 scrim.

7. Meeting Schedule

Information: 7.1 2024-2025 SY Meeting Schedule

8. Adjournment

Action: 8.1 Adjournment

Recommend the Board adjourn the Board Meeting.

Motion by Andrea Fox, second by Mollie Burnett.

Final Resolution: Motion Carries

Yea: Mollie Burnett, Andrea Fox, Denise Strohmayer, David McConnell, Marlene Fares

The Board Meeting was adjourned at 2:13 p.m.

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

**Board of Trustees
Board Meeting
April 8, 2025**

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call

The Board Meeting was called to order by Andrea Fox at 4:34 p.m.



Apr 8, 2025

Members Present:

Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Jonathon Shiota - Business Administrator, Sherif Kamel - Director of Human Resources, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Melody Dunn - Assistant Principal, Patti Dahl - Supervisor of Special Education, Megan Stellfox - Student Support Manager/PIMS, George Wade - IT Services Manager, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Karis Lane - HR Generalist, Marife Beidler - Accounts Payable Fiscal Assistant

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Report: 1.5 CEO and Administrators' Reports

Erika Laidlaw, Middle School Principal provided additional details on One School, One Book and the overall sense of excitement with the students and staff to participate in this event.

Dr. Michele Orner thanked Jonathon Shiota, Business Administrator, for his forward thinking in preparing the 2025-2026 Preliminary Budget Presentation.

Procedural: 1.6 Public Comment

2. Approval of Minutes

Action: 2.1 Approval of March 18, 2025 Minutes

Recommend the Board approve the Minutes of the March 18, 2025 Board Meeting as presented.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

3. Consent Agenda

Action (Consent): 3.1 Review of Consent Agenda Items

Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.2 Treasurer's Report and Board Summary Report

Resolution: Recommend the Board approve the February 2025 Treasurer's Report and Board Summary Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.3 Expenditure Report

Resolution: Recommend the Board approve the February 2025 Expenditure Reports as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.4 Renewal Agreement - Central Susquehanna Intermediate Unit - Document Management System

Resolution: Recommend the Board approve the renewal agreement with Central Susquehanna Intermediate Unit for the document management system for the 2025-2026 SY for a total cost of \$16,180.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.5 Renewal Agreement - Central Susquehanna Intermediate Unit - Financial Management System

Resolution: Recommend the Board approve the renewal agreement with Central Susquehanna Intermediate Unit for the financial management system for the 2025-2026 SY for a total cost of \$6,675.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.6 Agreement - Centric Business Systems

Resolution: Recommend the Board approve the agreement with Centric Business Systems for the balance of the lease for the 2024-2025 SY for a total cost of \$6,384.23, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.7 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.8 Renewal Quote - CDW Government - Adobe Connect

Resolution: Recommend the Board approve the renewal quote from CDW Government - Adobe Connect at a cost of \$12,588.75 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.9 Renewal Quote - BrainPop

Resolution: Recommend the Board approve the renewal quote from BrainPop at a cost of \$9,808.40 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.10 Renewal Quote - IXL Learning

Resolution: Recommend the Board approve the renewal quote with IXL Learning for a total cost of \$28,462.50 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.11 Renewal Quote - Renaissance - Nearpod

Resolution: Recommend the Board approve the renewal quote with Renaissance - Nearpod for a total cost of \$12,852.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.12 Renewal Agreement - Language Tree

Resolution: Recommend the Board approve the renewal agreement with Language Tree for the 2025-2026 SY at a cost of \$4,267.00, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.13 Renewal Quote - SmartFutures

Resolution: Recommend the Board approve the quote from SmartFutures at a cost of \$4,000.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.14 Renewal Invoice - Newsela, Inc.

Resolution: Recommend the Board approve the renewal invoice from Newsela, Inc. at a cost of \$12,000.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.15 Renewal Quote - Panopto

Resolution: Recommend the Board approve the renewal quote from Panopto, Inc. at a cost of \$13,350.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.16 Renewal Agreement - Turnitin

Resolution: Recommend the Board approve the renewal agreement with Turnitin at a cost of \$8,717.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.17 Dual Enrollment Agreement - Lehigh Career and Technical Institute

Resolution: Recommend the Board approve the agreement with Lehigh Career and Technical Institute at a cost indicated below for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.18 Renewal Dual Enrollment Agreement - Middle Bucks Institute of Technology

Resolution: Recommend the Board approve the agreement with Middle Bucks Institute of Technology at a cost of \$11,000.00, plus any additional accommodation costs incurred as a result of any special education or special needs students, per student for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.19 Renewal Dual Enrollment Agreement - Mifflin County Academy of Science & Technology

Resolution: Recommend the Board approve the renewal agreement with Mifflin County Academy of Science & Technology at a cost of \$16,601.23, plus any additional accommodation costs incurred as a result of any special education or special needs

students, per student for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.20 Renewal Dual Enrollment Agreement - Reading Muhlenberg Career & Technology Center

Resolution: Recommend the Board approve the renewal agreement with Reading Muhlenberg Career & Technology Center at a cost of \$8,675.72, plus any additional accommodation costs incurred as a result of any special education or special needs students, per student for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.21 Renewal Dual Enrollment Agreement - Western Area Career & Technology Center

Resolution: Recommend the Board approve the agreement with Western Area Career & Technology Center at a cost of \$9,000.00, plus any additional accommodation costs incurred as a result of any special education or special needs students, per student for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.22 Renewal Agreement - Assessment Alternatives, LLC

Resolution: Recommend the Board approve the renewal agreement with Assessment Alternatives, LLC for the 2025-2026 SY at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.23 Renewal Agreement - Aveanna Healthcare

Resolution: Recommend the Board approve the renewal agreement with Aveanna Healthcare for the 2025-2026 SY for related services, at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.24 Renewal Agreement - Carbon Lehigh Intermediate Unit

Resolution: Recommend the Board approve the renewal agreement with Carbon Lehigh Intermediate Unit for the 2025-2026 SY at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.25 Renewal Agreement - CCRES

Resolution: Recommend the Board approve the renewal agreement with CCRES for the 2025-2026 SY at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.26 Renewal Agreement - Delaware County Intermediate Unit

Resolution: Recommend the Board approve the renewal agreement with Delaware County Intermediate Unit for the 2025-2026 SY at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.27 Renewal Agreement - GSV Psychological and Testing Services

Resolution: Recommend the Board approve the renewal agreement with GSV Psychological and Testing Services for the 2025-2026 SY for related services, at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.28 Renewal Agreement - Therapy Source

Resolution: Recommend the Board approve the renewal agreement with Therapy Source for the 2025-2026 SY for related services, at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.29 Renewal Agreement - U.S. Healthcare Services

Resolution: Recommend the Board approve the renewal agreement with U.S. Healthcare Services for the 2025-2026 SY for related services, at costs compliant with industry standards, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.30 Renewal Agreement - Millennium Limousine Group

Resolution: Recommend the Board approve the renewal agreement with Millennium Limousine Group for the 2025-2026 SY for a cost of \$85 each way and/or \$170 round trip for each student, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.31 Agreement - Good Fellowship Ambulance

Resolution: Recommend the Board approve the agreement with Good Fellowship Ambulance at a cost of \$412.50 for the 2024-2025 SY West Chester Graduation, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action (Consent): 3.32 Mutual Aid Ambulance Service

Resolution: Recommend the Board approve Mutual Aid Ambulance Service for the 2024-2025 SY Murrysville Graduation at a rate of \$400 for 2 hours, which invoice will be provided after the event.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

4. New Business

Action: 4.1 Resolution - Compliance with Federal, State and Local Laws

Recommend the Board approve the Resolution regarding compliance with federal, state and local laws, a copy of which is attached.

Our Solicitor, Kevin McKenna, Esquire, requested clarification that the Resolution indicated "applicable federal, state and local laws", which Lisa Iozzi, Board Secretary confirmed.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.2 Committed Fund Balance - Special Education Tuition Legislation

Recommend the Board designate a total of \$2,000,000 from the Unassigned Fund Balance to the Committed Fund Balance for Tuition Loss related to Special Education Tuition Legislation.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.3 Committed Fund Balance - Regular Education Tuition Legislation

Recommend the Board designate a total of \$6,000,000 from the Unassigned Fund Balance to the Committed Fund Balance for Tuition Loss related to potential Regular Education Tuition Legislation.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.4 Committed Fund Balance - Legal Services

Recommend the Board designate a total of \$500,000 from the Unassigned Fund Balance to the Committee Fund Balance for future Legal Services.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.5 Committed Fund Balance - Special Summer Staff Assignments

Recommend the Board designate a total of \$200,000 from the Unassigned Fund Balance to the Committed Fund Balance for Special Summer Staff Assignments.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.6 Special Education Process and Procedures Manual

Recommend the Board approve the Special Education Process and Procedures Manual.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.7 Chapter 339: 6-12 Comprehensive Counseling Plan

Recommend the Board approve the Chapter 339: 6-12 Comprehensive Counseling Plan, a copy of which is attached.

Motion by Andrea Fox, second by Michele Orner.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.8 Agreement - Accelerate Education

Recommend the Board approve the agreement with Accelerate Education at a cost of \$6,925.00 for the 2024-2025 and 2025-2026 SYs, a copy of which is attached.

Motion by Andrea Fox, second by Denise Strohmayr.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Action: 4.9 Updated Job Descriptions

Recommend the Board approve the updated job descriptions for various coordinators as indicated below. Copies of the job descriptions are attached.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

5. Policies and Administrative Regulations**Action: 5.1 Revised Policies**

Recommend the Board approve the below policies. These were First Reading at the March 2025 Board Meeting.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayr, Marlene Fares

Information: 5.2 Revised Administrative Regulations

First Reading: 5.3 First Reading - New and/or Revised Policies

6. Board Member Comment

Procedural: 6.1 Board Member Comment

7. Meeting Schedule

Information: 7.1 2024-2025 SY Meeting Schedule

8. Adjournment

Action: 8.1 Adjournment

Recommend the Board adjourn the Board Meeting.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Michele Orner, Andrea Fox, Veronica Andes, Denise Strohmayer, Marlene Fares

The Board Meeting was adjourned at 5:00 p.m.

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

**Board of Trustees
Board Meeting
May 13, 2025**

1. Meeting Opening

Procedural: 1.1 Call to Order - Roll Call

The Board Meeting was called to order by Andrea Fox at 4:39 p.m.

Members Present:

Andrea Fox, Veronica Andes, David McConnell, Marlene Fares



05/14/2025

Non Members Present:

Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Jonathon Shiota - Business Administrator, Sherif Kamel - Director of Human Resources, Jason Palaia - Director of Student Services, Mike Matz - Director of Information Technology, Dr. Monica Frank - High School Principal, Erika Laidlaw - Middle School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Heather Messenger - Supervisor of Student Services, Patti Dahl - Supervisor of Special Education, Megan Stellfox - Student Support Manager/PIMS, George Wade - IT Services Manager, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, Karis Lane - HR Generalist, Pam - Accounts Receivable Fiscal Assistant, Keely Panichelli - Reading Specialist, Jaclyn Arthur - Reading Specialist

Procedural: 1.2 Notification of Recording

Procedural: 1.3 Pledge of Allegiance

Information: 1.4 Executive Session Announcement

Action: 1.5 Amend the Agenda

Recommend the Board amend the agenda.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 1.6 Table Agenda Item 4.2 - Reappointment - Dr. Michele Orner

Recommend the Board table Agenda Item 4.2 - Reappointment - Dr. Michele Orner.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Report: 1.7 CEO and Administrators' Reports

Procedural: 1.8 Public Comment

2. Approval of Minutes

Action: 2.1 Approval of April 8, 2025 Minutes

Recommend the Board approve the Minutes of the April 8, 2025 Board Meeting as presented.

Motion by Andrea Fox, second by Veronica Andes.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

3. Policies and Administrative Regulations

Action: 3.1 Revised Policies
Recommend the Board approve the below policies. These were First Reading at the April 2025 Board Meeting.

Motion by Andrea Fox, second by David McConnell.

Information: 3.2 Revised Administrative Regulations

First Reading: 3.3 First Reading - New and/or Revised Policies

4. Organization of the Board

Action: 4.1 Reappointment - Andrea Fox
Recommend the Board approve the reappointment of Andrea Fox as a Board of Trustee member, per the revised Bylaws, as a community leader from Pennsylvania.

Motion by Marlene Fares, second by David McConnell.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 4.2 Tabled - Reappointment - Dr. Michele Orner

5. Consent Agenda

Action (Consent): 5.1 Review of Consent Agenda Items
Resolution: Recommend the Board approve the Consent Agenda items.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.2 Treasurer's Report and Board Summary Report
Resolution: Recommend the Board approve the March 2025 Treasurer's Report and Board Summary Report as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.3 Expenditure Report
Resolution: Recommend the Board approve the March 2025 Expenditure Reports as presented.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.4 Personnel Actions

Resolution: Recommend the Board approve the routine terminations/resignations/retirements, nominations, and changes in status of 21CCCS staff as presented (pending satisfactory completion of pre-employment paperwork for new hires).

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.5 2025-2026 SY Support Staff Handbook

Resolution: Recommend the Board approve the 2025-2026 SY Support Staff Handbook, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.6 Renewal Agreement - Code HS

Resolution: Recommend the Board approve the renewal agreement with Code HS at a cost of \$6,250.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.7 Renewal Agreement - Magic School

Resolution: Recommend the Board approve the renewal agreement with Magic School at a cost of \$5,999.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.8 Renewal Agreement - LearnWell - Homebound Instruction

Resolution: Recommend the Board approve the renewal agreement with LearnWell at a rate for \$72.00 per hour for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.9 Renewal Agreement - LearnWell - Hospital Academic Services

Resolution: Recommend the Board approve the renewal agreement with LearnWell at a cost of \$53.05 per hour for up to 10 hours per week. Additionally, LearnWell bills an additional 33% for administrative and preparation time services (i.e., each three (3) hours of teaching generates one (1) hour of admin/prep time cost) for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.10 Renewal - Dual Enrollment Agreement - Western Montgomery Career & Technology Center

Resolution: Recommend the Board approve the dual enrollment agreement with Western Montgomery Career & Technology Center at a cost of \$12,500.00 per student for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.11 Agreement - Allegheny Intermediate Unit

Resolution: Recommend the Board approve the renewal agreement with Allegheny Intermediate Unit at costs compliant with industry standards for the 2025-2026 SY, a copy of which is attached, pending legal review.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.12 Renewal Agreement - Delta-T

Resolution: Recommend the Board approve the renewal agreement with Delta-T at costs compliant with industry standards for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.13 Renewal Agreement - Montgomery County Intermediate Unit

Resolution: Recommend the Board approve the renewal agreement with Montgomery County Intermediate Unit at costs compliant with industry standards, for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.14 Renewal Agreement - Sweet, Stevens, Katz & Williams LLP

Resolution: Recommend the Board approve the renewal agreement with Sweet, Stevens, Katz & Williams LLP at a cost of \$7,875.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.15 Renewal Quote - AgileBits d/b/a 1Password

Resolution: Recommend the Board approve the renewal quote with AgileBits d/b/a 1Password at a cost of \$10,786.50 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.16 Renewal Quote - CDWG - Beyond Trust

Resolution: Recommend the Board approve the renewal quote with CDWG - Beyond Trust at a cost of \$25,480.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.17 Agreement - Chester County Intermediate Unit -Zscaler

Resolution: Recommend the Board approve the agreement with Chester County Intermediate Unit - Zscaler at a cost of \$15,275.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.18 Renewal Quote - Jamf

Resolution: Recommend the Board approve the renewal quote with Jamf at a cost of \$34,200.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.19 Renewal Agreement - Weidenhammer Systems

Resolution: Recommend the Board approve the renewal agreement with Weidenhammer Systems at a cost of \$208.00 per hour for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.20 Renewal Agreement - A.J. Blosenski

Resolution: Recommend the Board approve the renewal agreement with A.J. Blosenski at a cost of \$2,439.75 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.21 Renewal Agreement - Baxter Landscaping (Grounds Maintenance)
Resolution: Recommend the Board approve the renewal agreement with Baxter Landscaping (Grounds Maintenance) at a cost of \$22,108.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.22 Renewal Agreement - Baxter Landscaping (Snow Removal)
Resolution: Recommend the Board approve the renewal agreement with Baxter Landscaping (Snow Removal) at a cost of \$9,817.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.23 Renewal Agreement - Brandywine Maintenance
Resolution: Recommend the Board approve the renewal agreement with Brandywine Maintenance at a cost of \$78,000.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.24 Renewal Agreement - Climatech
Resolution: Recommend the Board approve the renewal agreement with Climatech at a cost of \$2,352.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.25 Renewal Agreement - Cooper Mechanical
Resolution: Recommend the Board approve the renewal agreement with Cooper Mechanical at a cost of \$1,240.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.26 Renewal Agreement - Cummins

Resolution: Recommend the Board approve the renewal agreement with Cummins at a cost of \$3,365.02 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.27 Renewal Agreement - Vector Security (West Chester)

Resolution: Recommend the Board approve the renewal agreement with Vector Security (West Chester) at a cost of \$6,580.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.28 Memorandum of Understanding - Murrysville Police Department

Resolution: Recommend the Board approve the Memorandum of Understanding between 21CCCS and the Murrysville Police Department at no cost for the 2025-2026, 2026-2027 and 2027-2028 school years, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.29 Memorandum of Understanding - West Goshen Police Department

Resolution: Recommend the Board approve the Memorandum of Understanding between 21CCCS and the West Goshen Police Department at no cost for the 2025-2026, 2026-2027 and 2027-2028 school years, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.30 Renewal Agreement - Arkadas Group

Resolution: Recommend the Board approve the renewal agreement with Arkadas at a cost of \$850,438.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.31 Renewal Agreement - Niche

Resolution: Recommend the Board approve the renewal agreement with Niche at a cost of \$28,000.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.32 Renewal Agreement - Webimax

Resolution: Recommend the Board approve the renewal agreement with Webimax at a cost of \$170,500.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.33 Renewal Agreement - Diligent

Resolution: Recommend the Board approve the renewal agreement with Diligent at a cost of \$7,908.65 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.34 Revisions - 2025-2026 SY Middle School Course Catalog

Resolution: Recommend the Board approve the revisions to the 2025-2026 SY Middle School Course Catalog, a copy of which is attached. The 2025-2026 SY Middle School Course Catalog was approved at the February 2025 Board Meeting.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.35 Revisions - 2025-2026 SY High School Course Catalog

Resolution: Recommend the Board approve the revisions to the 2025-2026 SY High School Course Catalog, a copy of which is attached. The 2025-2026 SY High School Course Catalog was approved at the January 2025 Board Meeting.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.36 Agreement - Chester County Intermediate Unit - STEELS

Resolution: Recommend the Board approve the agreement with Chester County Intermediate Unit - STEELS at a cost of \$11,400.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.37 Renewal Agreement - Solution Tree

Resolution: Recommend the Board approve the agreement with Solution Tree at a cost of \$11,200.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.38 Renewal Agreement - Westmoreland County Community College - 25-26 SY Graduation

Resolution: Recommend the Board approve the renewal agreement with Westmoreland County Community College at a cost of \$500.00 for the 2025-2026 SY, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action (Consent): 5.39 Updated 2025-2026 SY Calendar

Resolution: Recommend the Board approve the updated 2025-2026 SY Calendar, a copy of which is attached.

Recommend the Board approve the Consent Agenda items.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

6. New Business

Action: 6.1 2025-2026 General Final Fund Budget

Recommend the Board approve the 2025-2026 General Final Fund Budget, a copy of which is attached. This will be a roll call vote.

Motion by Andrea Fox, second by Veronica Andes.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.2 Agreement - Salesforce

Recommend the Board approve the agreement with Salesforce at a cost of \$36,546.28 for the 2025-2026 SY, a copy of which is attached.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.3 Agreement - Elevation Solutions

Recommend the Board approve the agreement with Elevation Solutions at a cost of \$38,250.00 (\$33,750.00 for implementation and \$4,500.00 for tech support) for the 2025-2026 SY, a copy of which is attached.

Motion by Andrea Fox, second by Marlene Fares.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.4 Agreement - 7 Wonders

Recommend the Board approve the agreement with 7Wonders at a cost of \$24,000.00 for the 2025-2026 SY, a copy of which is attached.

Motion by Andrea Fox, second by Veronica Andes.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.5 Agreement - Chaddsford AlternaCare - Criticare
Recommend the Board approve the agreement with Chaddsford AlternaCare - Criticare at costs compliant with industry standards for the 2025-2026 SY, a copy of which is attached.

Motion by Andrea Fox, second by Marlene Fares.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.6 Memorandum of Understanding - River Valley School District
Recommend the Board approve the Memorandum of Understanding with River Valley School District for the 2025-2026 SY, a copy of which is attached.

Motion by Andrea Fox, second by David McConnell.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.7 Agreement - Access Learning Academy
Recommend the Board approve the agreement with Access Learning Academy at costs ranging from \$75.00 to \$180 per hour for the 2025-2026 SY, a copy of which is attached, pending legal review.

Motion by Andrea Fox, second by Marlene Fares.
Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

Action: 6.8 Updated Job Description - Summer Support
Recommend the Board approve the updated job description for Summer Support, a copy of which is attached.

Motion by Andrea Fox, second by David McConnell.
Final Resolution: Motion Carries
Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

7. Board Member Comment

Procedural: 7.1 Board Member Comment
Dr. Veronica Andes thanked the team for the Title I Presentation as she worked with Title I students most of her career and she is well aware of the efforts and successes in the program and asked us to keep the good work. She also thanked Jonathon Shiota for his hard work and diligence on the budget and wished him good luck as we move forward.

8. Meeting Schedule

Information: 8.1 2025-2026 SY Meeting Schedule

9. Adjournment

Action: 9.1 Adjournment
Recommend the Board adjourn the Board Meeting.

Motion by Andrea Fox, second by David McConnell.

Final Resolution: Motion Carries

Yea: Andrea Fox, Veronica Andes, David McConnell, Marlene Fares

The Board Meeting was adjourned at 5:22 p.m.

PDE-414 21st Century Cyber Charter School following information for all professional staff members.							
Staff No.	Name of employee (List all names in alphabetical order)	Areas of Certification Type of Certificate	Grades Teaching or Serving	All Areas of Assigjment Subject Areas Teaching or Services Provided	Number of Hours Worked in Assignment	Percentage of Time in Certified Position	Percentage of Time in Areas Not
1	Alexis, Maria	Instructional II Environmental Education PK-12 (4820) Instructional II Science - Biology 7-12 (8405)	8-12	Science 8, Enviromental Science	1448	100	0
2	Andrulewich , Lauren	Ed Spec I Specialist - Elementary & Secondary School Counselor PK-12 (1839)	9-12	School Counselor, Transition to Post Secondary Life	1448	100	0
3	Bell, Alyssa	Instructional I Science - Biology 7-12(8405) Instructional I Grades 4-8 Science (3100-05)	6-12	Science 8, Fundamentals of Science-SOAR, Intro to Science Principals-SOAR, Fundamentals of Science	1448	100	0
4	Beyer, Rebecca	Instructional I Health and Physical Education PK-12 (4805)	6-12	PE/Health 6, PE/Health 8, MS Seminar, HS PE	1448	100	0
5	Bugay, John	Instructional II Mathematics 7-12 (6800) Instructional II Science - Biology 7-12 (8405) Instructional II Science - General Science 7-12(8450) Instructional II Science - Physics 7-12(8470)	9-12	Into to Sci. Principles, Earth and Space, Keystone Bio, Fundamental of Science	1598	100	0
6	Chamberlain, Susan	Instructional I English 7-12 (3230)	9-12	Elements of English Literature and Composition, AP Lit	1448	100	0
7	Chu, Peicheng	Instructional II Middle Level Mathematice 6-9 (2860). Instructional II Chinese (4405). Instructional II German(4420) Instructional II Safety/Driver	9-12	German I, Chinese I, Study Skills, Mandarin Chinese II, German II. Work Study I, Work Study II, Work Study III,	1950	100	0
8	Cooke, Ashley	Ed Spec II Elementary School Counselor (1836) Ed Spec II Secondary School Counselor (1837)	9-12	School Counselor, Career & College Readiness	1950	100	0
9	Cooney, Alexa	1836 - Specialist - Elementary School Counselor (discontinued 1/1/2016) 1837 - Specialist - Secondary School Counselor (discontinued 1/1/2016) 9226 - Special Education PK-8	9-12	Special Education, Principles of ELA (6-8), Progress Monitoring (6-8)	1350	100	0
10	Copenhaver, Alex	Instructional I Mathematics 7-12 (6800)	9-12	Consumer Math, Fundamentals of Math-SOAR, Consumer Math-SOAR, PreCalculus	1448	100	0
11	Copper, Paige	Instructional I English 7-12 (3230)	9-12	British Lit, Fundamentals of English II, English Lit	1448	100	0
12	Cronin, Robert	Instructional I Environmental Education PK-12 (4820)	9-12	Biology, AP Environmental Science, Genetics, Keystone Biology	1448	100	0

Staff No.	Name of employee (List all names in alphabetical order)	Areas of Certification Type of Certificate	Grades Teaching or Serving	All Areas of Assignment Subject Areas Teaching or Services Provided	Number of Hours Worked in Assignment	Percentage of Time in Certified Position	Percentage of Time in Areas Not
13	Dahl, Patricia	Elementary Education K-6 (2810) School Admin. - Principal PK-12 (1115)	6-12	Supervisor of Special Education	1942	100	0
14	Danny, Sarah	Mathematics 7-12 Science- General Sciene 7-12 Technology Education K-12	6-12	Content Developer, Electives	1912	100	0
15	Dayan, Brandon	Instructional I English 7-12 (3230). Instructional I Social Studies (8875). Instructional I Citizenship 7-12 (8825)	9-12	AP Human Geography, Personal Finance, American History II	1448	100	0
16	Delaney, Cathleen	Instructional I - Social Studies 7- 12 (8875)	9-12	World History, Fundamentals of Government	1448	100	0
17	DeRita, Jacalyn	Instructional I Science - Earth and Space 7-12 (8440) Instructional I Science - General	6-12	Science 6, Science 8, Astronomy, Earth and Space	1448	100	0
18	DeRita, Stephanie	Program Specialist Program Specialist - English as a Second Language PK-12 (4499) Instructional II Special Education PK-12 (9225) Instructional II Elementary Education K-6	6-12	English Language Learner Teacher	1448	100	0
19	Dickinson, Mark	Instructional I - Social Studies 7- 12 (8875)	9-12	World Geography , Sociology,	1598	100	0
20	Donnelly, Brian	Instructional I - Social Studies 7- 12 (8875) Ed Spec I- Instructional Technology	9-12	Content Developer	1950	100	0
21	Douglas, Lauren	Instructional II -Science Biology 7- 12 (8405)	9-12	Into to Sci. Principles, AP Biology	1448	100	0
22	Driscoll, James	Instructional I - Social Studies 7- 12 (8875)	9-12	US Government & Econ, AP Psych, Psychology	1448	100	0
23	Duffy, Victoria	Instructional II English 7-12 (3230)	9-12	Fundamentals of English I, English Literature, Creative Writing, Graphic	1448	100	0
24	Dunn , Melody	Administrative I School Admin. - Principal PK-12	9-12	High School Assistant Prinicipal	1950	100	0
25	Elder, Laura	Instructional II English 7-12 (3230) Instructional II Middle Level Citizenship Ed 6-9 (2870). Instructional II Citizenship Education 7-12 (8825) Instructional II Social Studies 7-12 (8875)	9-12	American History II, AP US History	1448	100	0
26	Ellsworth, Amy	Instructional II Mathematics 7-12 (6800)	9-12	Geometry, Calculus, AP Calculus	1448	100	0
27	Farrell, Kristi	Instructional I Mathematics 7-12 (6800)	7-11	Math 7, Math 8	1448	100	0
28	Fiolo-Miller, Jennifer	Instructional II English 7-12 (3230) Instructional I Reading Specialist PK-12 (7650)	9-12	American Literature, Business Communications	1448	100	0
29	Flannery, Matthew	Administrative II Elementary Principal K-6 (1100). Letter of Eligibility -Superintendent PK-12 (1150)	6-12	CEO	1950	100	0

Staff No.	Name of employee (List all names in alphabetical order)	Areas of Certification Type of Certificate	Grades Teaching or Serving	All Areas of Assignment Subject Areas Teaching or Services Provided	Number of Hours Worked in Assignment	Percentage of Time in Certified Position	Percentage of Time in Areas Not
30	Frank Monica	Administrative I School Admin. - Principal PK-12 (1115) Instructional I Middle Level Mathematics 6-9(2860). Instructional I Middle Level Citizenship Ed 6-9 (2870). Instructional I Middle Level Science (2880) Instructional Family and Consumer Science	9-12	High School Prinicipal	1950	100	0
31	Galette, Steven	Instructional II Health and Physical Education PK-12 (4805)	7-12	PE/Health 7, PE/Health 8, HS Seminar, HS Health,	1448	100	0
32	Geller, Kimberly	Instructional I - Art Education PK- 12 (1405) Instrctional I - Middle Level Mathematice 6-9 (2860)	6-12	Digital Drawing, Drawing, Art I, Advanced Digital Photo, Watercolors, Film Appreciation	1448	100	0
33	Giandonato, Mary Beth	Ed Spec I - Specialist - Elementary & Secondary School Counselor PK-12 (1839)	6-8	School Counselor, My Journeys 6, My Journeys 7, My Journeys 8,	1598	100	0
34	Gibb, Darren	Instructional II Middle Level Mathematice 6-9 (2860). Instructional I - Social Studies 7-	8-12	American History I , World Geography	1448	100	0
35	Gibson, Emily	Instructional II Communications 7- 12 (3200). Insturctional II English 7-12(3230). Instructional II Family and Consumer Science PK-12 (5600)	9	English Composition	1448	100	0
36	Griffin, Katelyn	Instructional I English 7-12 (3230) Instructional I Grade 4-8 Mathematics (3100-01)	6-7	ELA 8, ELA 7	1448	100	0
37	Grobman Jodi	Instructional II Mathematics 7-12 (6800) Instructional II Social Studies 7-12 (8875)	9-12	Algebra Concepts, Fundamentals of Math	1448	100	0
38	Hammond, Jessica	Instructional I English 7-12 (3230)	10-12	Engligh Literature, Keystone Literature	1448	100	0
39	Hanson, Ruth	Instructional II Science- General Science 7-12 (8450). Instructional II Science- Physics	9-12	Fundamentals of Science, Physical Science, Physics	1448	100	0
40	Harris, Steven	Instructional I- Special Education PK-12 (9231). Instructional I Social Studies 7-12 (8875). Instructional I Technology	9-12	Progress Monitoring 10, Fundamental of Government	1448	100	0
41	Heise, Christine	Ed Spec I- Specialist School Nurse PK-12 (1890)	6-12	School Nurse	1072	100	0
42	Heleniak, Dana	Instructional I Mathematics 7-12 (6800)	10-12	Algebra II, Intro to Statistics, AP Statistics, Geometry	1448	100	0
43	Houck, Christina	Supervisor - Special Education PK-12 (9215) Elementary Education K-6 (2810)	6-12	Content Developer Special Education	1800	100	0

Staff No.	Name of employee (List all names in alphabetical order)	Areas of Certification Type of Certificate	Grades Teaching or Serving	All Areas of Assignment Subject Areas Teaching or Services Provided	Number of Hours Worked in Assignment	Percentage of Time in Certified Position	Percentage of Time in Areas Not
44	Iovine, Heather	Instructional II -Science Biology 7-12 (8405) Instructional II Science- Earth and Space 7-12 (8440) Instructional II Science - General Science 7-12 (8450)	6-12	ISD Tech Developer	1950	100	0
45	Jefferis, Sarah	Instructional I - Art Education PK-12 (1405)	9-12	Intro to Photography, Film Appreciation, Advanced Photography, Watercolors, Intro to Film Making, Art II, Art III	1448	100	0
46	Jensen, Brianne	Grades Pre-Kindergarten - 4 (2825) Grades 4-8 (4-6, Mathematics 7-8) (3100-01)	9-12	Content Developer- Mathematics	968	100	0
47	Jimenez, Elinore	Instructional II Spanish (4490)	9-12	Spanish I, Spanish II, Intro to Spanish, Spanish III	1448	100	0
48	Kinsch, Matthew	Instructional II Middle Level English 6-9 (2850) Instructional II Middle Level Mathematics 6-9 (2860). Instructional II English 7-12 (3230) Instructional II Social Studies 7-12 (8875) Instructional II Special Education PK-12 (9231)	6-8	Philosophy, Ethics & Modern Dilemmas, Business Communications	1448	100	0
49	Kreiser, Galen	Instructional II Middle Level Mathematics 6-9 (2860). Instructional II Middle Level Science 6-9. Instructional II Environmental Education PK-12 (4820). Instructional II Technology Education PK-12(6075). Instructional II Science -Earth and Space 7-12 (8440). Instructional II Science- General Science 7-12 (8450)	6-12	MS Computer Science I, MS Computer Science II, AP Computer Science, Python Coding, Environmental Science, Fundamentals of Cyber Security, Foundations of Computer Sci., Computing Ideas	1448	100	0

Staff No.	Name of employee (List all names in alphabetical order)	Areas of Certification Type of Certificate	Grades Teaching or Serving	All Areas of Assignment Subject Areas Teaching or Services Provided	Number of Hours Worked in Assignment	Percentage of Time in Certified Position	Percentage of Time in Areas Not
50	Laidlaw, Erika	Administrative I School Admin. - Principal PK-12 (1115) Instructional II Health and Physical Education PK-12 (4805) Instructional II Library Science PK-12 (6420)	6-8	Middle School Principal	1950	100	0
51	Leber, Kathryn	Ed Spec I - School Social Worker PK-12 (1851)	6-12	School Social Worker	1448	100	0
52	Lockard , Christina	Instructional II Science- Earth and Space 7-12 (8440)	6-12	Content Developer	900	100	0
53	Low, Krista	Instructional II Special Education PK-12 (9231) Instructional II Elementary Education K-6 (2810) Instructional II Middle Level Mathematics 6-9 (2860)	6-12	Special Education Teacher, Progress Monitoring 9, Progress Monitoring 10, Principles of Math 9-12	563	100	0
54	Maloney, Julie	Instructional II Mathematics 7-12 (6800)	9-12	Algebra I, Keystone Algebra	1448	100	0
55	Marraffa, Tiffany	Instructional II Technology Education PK-12 (6075) Insturctional II Grades PK-4 (2825)	6-12	Content Developer	698	100	0
56	Mason , Abbey	Instructional I Family and Consumer Science PK-12 (5600)	6-12	Fashion and Textile, FCS, MS FCS I, MS	1035	100	0
57	Matthews, Joseph		6-12	ISD Tech Developer	1448	100	0
58	McCoy, Ann	Ed Spec II Secondary School Counselor (1837)	9-12	School Counselor, Transition to Post Secondary Life	1448	100	0
59	McCreary, Shawn	Instructional II Special Education 7-12 (9227) Instructional II English 7-12 (3230)	6-12	Special Education Teacher, Progress Monitoring 11, Fundamental of Science	1448	100	0
60	Messenger, Heather	School Admin. - Principal PK- 12 (1115) Specialist - Secondary School Counselor (1837)	6-12	Supervisor of Student Services	1950	100	0
61	Meyer, Michael	Instructional II Middle Level Mathematics 6-9 (2860). Instructional II Music Education PK-12 (7205)	6-12	Music Fundamentals, History of Rock and Roll, Music I, Music II, Music III, HS Seminar, Study Skills I, Study Skills, II, Study Skills III, Intro to Songwriting	1448	100	0
62	Miller, Trisha	Instructional II Elementary Education K-6 (2810) Instructional II Middle Level Mathematics 6-9 (2860)	6-9	Math 6, Math 8,	1448	100	0

Staff No.	Name of employee (List all names in alphabetical order)	Areas of Certification Type of Certificate	Grades Teaching or Serving	All Areas of Assignment Subject Areas Teaching or Services Provided	Number of Hours Worked in Assignment	Percentage of Time in Certified Position	Percentage of Time in Areas Not
63	Moynihan, Lisa	Ed Spec II Secondary School Counselor (1837)	9-12	School Counselor, Career & College Readiness	1950	100	0
64	Mullins, Collen	Instructional II Middle Level Mathematics 6-9 (2860). Instructional II Middle Level Science 6-9.(2880) Instructional II Family and Consumer Science PK-12 (5600). Instructional II Science- Biology 7-12(8405) Instructional II Science - Chemistry 7-12 (8420)	7-12	Biology , Science 7	1448	100	0
65	Murray, Allan	Instructional II Health and Physical Education PK-12 (4805)	9-12	First Aid, Physical Education	1448	100	0
66	Nicassio, Aubree	Instructional I Special Education 7-12 (9227). Instructional I English 7-12 (3230)	9-12	Principles of English (9- 12), Progress Monitoring 11, Progress Monitoring 12, Fundamentals of English	1448	100	0
67	Palaia, Jason	Letter of Eligibility- Superintendent PK-12 (1150). Admin- Principal PK-12 (1115) Instructional II Reading Specialist PK-12 (7650). Instructional II Elementary K-6 (2810)	6-12	Director of Student Services	1650	100	0
68	Reid, Lindsay	Instructional I Grades Pre- Kindergarten-4 (2825). Instructional I Mathematics 7-12 (6800) Instructional I Special Education PK-8 (9226) Instructional I Special Education 7-12 (9227) Instructional I	6-12	Content Developer	1448	100	0
69	Sawrie, Lindsey	Instructional I Social Studies 7- 12 (8875) Emergency Permit: LT Sub with No Educational Obligation English 7-12 (3230)	6-12	English 9	1350	100	0
70	Shank, Emily	Instructional II Mathematics 7-12 (6800)	6-12	Content Developer	1950	100	0
71	Sherbondy, Kelly	Administrative II Elementary Principal K-6 (1100). Letter of Eligibility -Superintendent PK-12 (1150) Supervisory I- Supervisor- Reading PK-12 (7615)	6-8	Middle School Assistant Principal	1950	100	0
72	Shomper, Jill	Instructional II English 7-12 (3230)	6-12	ISD Tech Developer, ISD Coordinator	1950	100	0
73	Sloan, Julie	Specialist - School Social Worker P	6-12	School Social Worker	855	100	0
74	Smith, Matthew	Instructional I Health and Physical Education PK-12 (4805). Instructional I Safety/Driver	9-12	Nutrition, Driver's Education, Health	1448	100	0
75	Stanley, Stephanie	Instructional I Health and Physical Education PK-12	9-12	Health	1448	100	0

Staff No.	Name of employee (List all names in alphabetical order)	Areas of Certification Type of Certificate	Grades Teaching or Serving	All Areas of Assigjment Subject Areas Teaching or Services Provided	Number of Hours Worked in Assignment	Percentage of Time in Certified Position	Percentage of Time in Areas Not
76	Staub, Chelsey	Instructional I - Social Studies 7-12 (8875) Instructional I Mathematics 7-12 (6800) Instructional I English 7-12 (3230)	10-12	Consumer Math, Fundamentals of Government, Geometry, World Religion	1133	100	0
77	Sweany, Rachel	Instructional II Communications 7-12 (3200) Insturctional II English 7-12 (3230)	6-12	Content Developer	1950	100	0
78	Thorne, Allison	Ed Spec I Secondary School Counselor (1837) Instructional II Communications 7-12 (3200)	6-8	School Counselor, My Journeys 6, My Journeys 7, My Journeys 8,	1598	100	0
79	Tobin, Patrick	Instructional I Social Studies 7-12 (8875)	7-12	World Cultures, Fundamentals of Government, Ancient History	1448	100	0
80	Trotter, Brittany	Instructional I - Social Studies 7-12 (8875)	9-12	Government/Economics, AP	1598	100	0
81	Ulrich, Charles	Instructional II Music PK-12 (7205), Instructional II Special Education PK-12 (9225), Instructional II Mid-Level Mathematics 6-9 (2860)	9-12	Progress Monitoring 11, Progress Monitoring 12, Fundamentals of Math	1448	100	0
82	Wagner, Caroline	Instructional I Special Education PK- 8 (9226) Instructional I Grades Pre- Kindergarten- 4 (2825). Instructional I Grades 5-6 (2826)	6-12	MS Principles of Math, Progress Monitoring 6, Progress Monitoring 7,	1448	100	0
83	Wheeler, Nora	Letter of Eligibility- Superintendent PK-12 (1150). Admin II- Principal PK-12 (1115)	6-12	Director of Curriculum, Instruction and Assesment	1950	100	0
84	Wilson , Claire	Instructional I English 7-12 (3230)	6-12	ELA 6, ELA 8, Elements of Drama, Journalism, Informational Writing	1448	100	0
85	Wilson, John	Instructional II Business, Computer and Information Technology PK-12 (1603) Instructional II English 7-12 (3230) Instructional II Mathematics 7-12 (6800) Instructional II Science -Physics 7-12 (8470) Program Specialist- English as a Second Language PK-12 (4499)	6-12	Consumer Math, Business Law, Intro to Accounting, Business Marketing	1448	100	0
86	Yauger, Lauren	Instructional II Special Education PK-12 (9225). Instructional II Reading Specialist PK-12 (7650). Instructional II Middle Level English 6-9 (2850) Instructional II Elementary Education K-6 (28120)	6-12	Special Education Teacher, Fundamentals of English II, Progress Monitoring 9	1448	100	0
87	Zaayenga, Dianne	Instructional I Science-Biology 7-12 (8405) Instructional I Science -Chemistry 7-12(8420)	10-12	Chemistry, Anatomy & Physiology	1448	100	0
Total Number of Administrators (do not include CEO) __8__ CEO (certified) __1__							
PA Department of Education, 333 Market Street, Harrisburg, PA 17126-0333							
(2024-2025) (July 23, 2025)							

SUMMARIZED EXPENDITURES: PERIOD & YTD TOTALS

374: Summarized Expenditures

From 07/01/2024 To 06/30/2025

Account Code / Description	Original Budget	Current Budget	Period To Date Expenditure	Year To Date Expenditure	Outstanding Encumbrance	Balance	YTD % Used
1000-100 1000 SALARIES							
100 - SALARIES	5,356,870.00	5,356,870.00	5,271,910.29	5,271,910.29	0.00	84,959.71	98.41
1000-200 1000 EMPLOYEE BENEFITS							
200 - EMPLOYEE BENEFITS	2,870,915.00	2,870,915.00	2,786,543.55	2,786,543.55	0.00	84,371.45	97.06
1000-300 1000 PURCHASED PROF & TECH							
300 - PURCHASED PROF & TECH	1,086,702.00	1,086,702.00	893,312.67	893,312.67	0.00	193,389.33	82.20
1000-400 1000 PURCHASED PROPERTY SVC							
400 - PURCHASED PROPERTY SVC	89,450.00	89,450.00	75,644.49	75,644.49	0.00	13,805.51	84.57
1000-500 1000 OTHER PURCHASED SERVICES							
500 - OTHER PURCHASED SERVICES	598,303.00	598,303.00	433,290.18	433,290.18	0.00	165,012.82	72.42
1000-600 1000 SUPPLIES							
600 - SUPPLIES	445,424.00	445,424.00	411,103.13	411,103.13	0.00	34,320.87	92.29
1000-800 1000 OTHER OBJECTS							
800 - OTHER OBJECTS	46,385.00	46,385.00	34,517.48	34,517.48	0.00	11,867.52	74.42
1000 - 1000	10,494,049.00	10,494,049.00	9,906,321.79	9,906,321.79	0.00	587,727.21	94.40
2000-100 2000 SALARIES							
100 - SALARIES	5,558,411.00	5,558,411.00	6,205,965.18	6,205,965.18	0.00	(647,554.18)	111.65
2000-200 2000 EMPLOYEE BENEFITS							
200 - EMPLOYEE BENEFITS	2,833,335.00	2,833,335.00	3,435,599.18	3,435,599.18	0.00	(602,264.18)	121.26
2000-300 2000 PURCHASED PROF & TECH							
300 - PURCHASED PROF & TECH	664,375.00	664,375.00	450,771.36	450,771.36	0.00	213,603.64	67.85
2000-400 2000 PURCHASED PROPERTY SVC							
400 - PURCHASED PROPERTY SVC	641,139.00	641,139.00	430,354.84	430,354.84	0.00	210,784.16	67.12
2000-500 2000 OTHER PURCHASED SERVICES							
500 - OTHER PURCHASED SERVICES	1,193,145.00	1,193,145.00	1,050,999.29	1,050,999.29	0.00	142,145.71	88.09
2000-600 2000 SUPPLIES							
600 - SUPPLIES	908,725.00	908,725.00	856,415.24	856,415.24	0.00	52,309.76	94.24
2000-700 2000 PROPERTY							
700 - PROPERTY	5,000.00	5,000.00	31,204.00	31,204.00	0.00	(26,204.00)	624.08
2000-800 2000 OTHER OBJECTS							
800 - OTHER OBJECTS	94,800.00	94,800.00	64,721.21	64,721.21	0.00	30,078.79	68.27
2000 - 2000	11,898,930.00	11,898,930.00	12,526,030.30	12,526,030.30	0.00	(627,100.30)	105.27
3000-100 3000 SALARIES							
100 - SALARIES	25,000.00	25,000.00	29,975.00	29,975.00	0.00	(4,975.00)	119.90
3000-200 3000 EMPLOYEE BENEFITS							
200 - EMPLOYEE BENEFITS	10,513.00	10,513.00	12,476.11	12,476.11	0.00	(1,963.11)	118.67

SUMMARIZED EXPENDITURES: PERIOD & YTD TOTALS

374: Summarized Expenditures

From 07/01/2024 To 06/30/2025

Account Code / Description	Original Budget	Current Budget	Period To Date Expenditure	Year To Date Expenditure	Outstanding Encumbrance	Balance	YTD % Used
3000-300 3000 PURCHASED PROF & TECH							
300 - PURCHASED PROF & TECH	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
3000-400 3000 PURCHASED PROPERTY SVC							
400 - PURCHASED PROPERTY SVC	22,500.00	22,500.00	1,902.22	1,902.22	0.00	20,597.78	8.45
3000-500 3000 OTHER PURCHASED SERVICES							
500 - OTHER PURCHASED SERVICES	10,250.00	10,250.00	1,330.01	1,330.01	0.00	8,919.99	12.98
3000-600 3000 SUPPLIES							
600 - SUPPLIES	50,750.00	50,750.00	13,917.77	13,917.77	0.00	36,832.23	27.42
3000-800 3000 OTHER OBJECTS							
800 - OTHER OBJECTS	32,000.00	32,000.00	16,175.42	16,175.42	0.00	15,824.58	50.55
3000 - 3000	152,013.00	152,013.00	75,776.53	75,776.53	0.00	76,236.47	49.85
4000-300 4000 PURCHASED PROF & TECH							
300 - PURCHASED PROF & TECH	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00
4000-700 4000 PROPERTY							
700 - PROPERTY	45,000.00	45,000.00	9,900.13	9,900.13	0.00	35,099.87	22.00
4000 - 4000	55,000.00	55,000.00	9,900.13	9,900.13	0.00	45,099.87	18.00
5000-800 5000 OTHER OBJECTS							
800 - OTHER OBJECTS	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.00
5000-900 5000 OTHER USES OF FUNDS							
900 - OTHER USES OF FUNDS	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	0.00
5000 - 5000	625,000.00	625,000.00	0.00	0.00	0.00	625,000.00	0.00
GRAND TOTALS	23,224,992.00	23,224,992.00	22,518,028.75	22,518,028.75	0.00	706,963.25	96.96

SUMMARIZED REVENUES: PERIOD & YTD TOTALS

375: Summarized Revenues

From 07/01/2024 To 06/30/2025

Account Code / Description	Original Budget	Current Budget	Period To Date Revenue	Year To Date Revenue	Outstanding Encumbrance	Balance	YTD % Used
6000-000 6000 .							
000 - .	(22,730,171.00)	(22,730,171.00)	(20,557,950.46)	(20,557,950.46)	0.00	(2,172,220.54)	90.44
6000 - 6000	(22,730,171.00)	(22,730,171.00)	(20,557,950.46)	(20,557,950.46)	0.00	(2,172,220.54)	90.44
7000-000 REVENUE STATE SOURCE .							
000 - .	(180,660.00)	(180,660.00)	(111,658.53)	(111,658.53)	0.00	(69,001.47)	61.81
7000 - REVENUE STATE SOURCE	(180,660.00)	(180,660.00)	(111,658.53)	(111,658.53)	0.00	(69,001.47)	61.81
8000-000 8000 .							
000 - .	(314,161.00)	(314,161.00)	(99,903.09)	(99,903.09)	0.00	(214,257.91)	31.80
8000 - 8000	(314,161.00)	(314,161.00)	(99,903.09)	(99,903.09)	0.00	(214,257.91)	31.80
GRAND TOTALS	(23,224,992.00)	(23,224,992.00)	(20,769,512.08)	(20,769,512.08)	0.00	(2,455,479.92)	89.43



21st CENTURY CYBER CHARTER SCHOOL

FINANCIAL AND COMPLIANCE REPORT

Year Ended June 30, 2024

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INDEPENDENT AUDITOR'S REPORT

**To the Board of Trustees
21st Century Cyber Charter School
West Chester, Pennsylvania**

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of 21st Century Cyber Charter School, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise 21st Century Cyber Charter School's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of 21st Century Cyber Charter School, as of June 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 21st Century Cyber Charter School, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 21st Century Cyber Charter School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 21st Century Cyber Charter School's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about 21st Century Cyber Charter School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedule, and pension and other postemployment benefit information on pages 64 through 68 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 11, 2025 on our consideration of 21st Century Cyber Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of 21st Century Cyber Charter School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering 21st Century Cyber Charter School's internal control over financial reporting and compliance.

Herbein + Company, Inc.

**Reading, Pennsylvania
February 11, 2025**



MANAGEMENT'S DISCUSSION AND ANALYSIS
Required Supplementary Information
June 30, 2024

The discussion and analysis of 21st Century Cyber Charter School's (Charter School) financial performance provides an overall review of the Charter School's financial activities for the fiscal year ended June 30, 2024. The intent of this discussion and analysis is to look at the Charter School's financial performance as a whole. Readers should also review the financial statements and the notes to the basic financial statements to enhance their understanding of the Charter School's financial performance.

The Management Discussion and Analysis (MD&A) is an element of the reporting model adopted by the Governmental Accounting Standards Board (GASB) in their Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*, issued June 1999.

FINANCIAL HIGHLIGHTS

The 21st Century Cyber Charter School's financial results for the 2023-2024 school year resulted in a total net position of \$10,279,243 and a Governmental Fund balance of \$24,687,165 at June 30, 2024. The June 30, 2023 net position was \$7,668,936 and the fund balance was \$23,801,412. These changes result in an increase of \$2,601,307 in net position and an increase of \$885,753 in fund balance.

Governmental activities total assets at June 30, 2024 were \$38,075,502 compared to the June 30, 2023 balance of \$35,709,252. This change results in an increase of \$2,366,250 in total assets.

The primary source of revenue for the Charter School is tuition charged to school districts at rates determined by the completion of the Pennsylvania Department of Education form PDE-363. The Charter School saw a reduction in enrollment of 122 students from the prior year ended June 30, 2023 which topped at 1,762 as compared to 1,640 at the year ended June 30, 2024.

OVERVIEW OF FINANCIAL STATEMENTS

This annual report consists of three parts: (1) management’s discussion and analysis, (2) the basic financial statements, and (3) required supplementary information. The basic financial statements include two kinds of statements that present different views of the School.

This Management’s Discussion and Analysis is intended to serve as an introduction to the School's basic financial statements. Government-Wide Financial Statements include a Statement of Net Position and Statement of Activities which are designed to provide readers with a short-term and long-term overview of the School's finances. The remaining Fund Financial Statements focus on a more detailed presentation of operations in the short-term. In particular, fund balance may serve as a useful measure of a government's net resources available for spending for program purposes at the end of the fiscal year.

The Notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Figure 1 shows how the required parts of the financial statements are arranged and relate to one another.

Figure 1
Required Components of 21st Century Cyber Charter School’s Financial Report

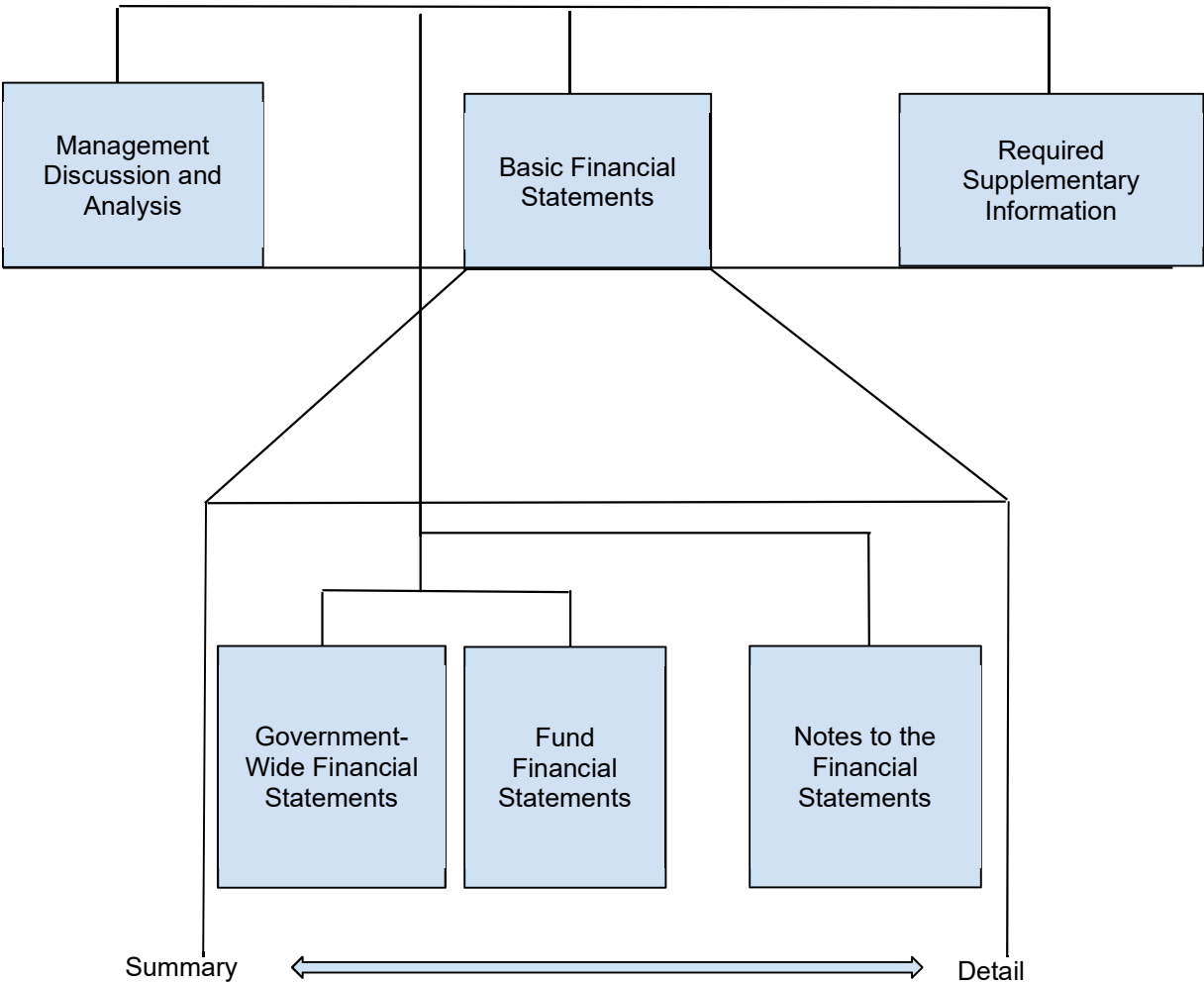


Figure 2 summarizes the major features of the Charter School's financial statements. The remainder of this overview section of Management's Discussion and Analysis highlights the structure and contents of each of the statements.

Figure 2
21st Century Cyber Charter School's
Government-wide and Fund Financial Statements

	Government-Wide Statements	Fund Statements Governmental Funds
Scope	Entire 21st Century Cyber Charter School (except fiduciary funds)	The activities of the Charter School that are not proprietary or fiduciary, such as education, administration and community services
Required financial statements	Statement of net position Statement of activities	Balance Sheet Statement of revenues, expenditures, and changes in fund balance
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital, current and noncurrent, and deferred inflows and outflows of resources	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets or noncurrent liabilities included
Type of inflow/outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter

Government-Wide Statements

The government-wide statements report information about the School as a whole using accounting methods similar to those used by private-sector companies, referred to as the accrual basis of accounting.

The Statement of Net Position presents all of the School's assets and liabilities, deferred inflows and outflows of resources with the difference reported as "net position." Over time, increases and decreases in net position measure whether the School's financial condition is improving or deteriorating.

The Statement of Activities presents information showing how the School's net position changed during the year. All changes in net position are reported as soon as the underlying events giving rise to the change occur, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in these statements for some events that will result in cash flows in future periods.

The School currently only has governmental activities reported on these statements.

- Governmental activities - contain the basic services of the School, such as regular and special education and operation and maintenance of plant services, as well as the tuition revenue and federal and state grants which generally finance these programs.

Fund Financial Statements

The fund financial statements provide more detailed information about the Charter School's funds. A fund is a fiscal and accounting entity with a self-balancing set of accounts used to keep track of specific sources of funding and spending for programs. The Charter School has no non-major governmental, proprietary, or fiduciary funds and reports all activity in a single governmental fund.

Governmental Funds - Includes the Charter School's basic services and generally (1) focuses on how cash and other financial assets can readily be converted into cash inflows and outflows and (2) identifies balances left at year-end that are available for spending. Financial results are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets. The governmental fund statements provide a detailed short-term view of the Charter School's operations and the services provided. Governmental fund information helps the reader determine the level of financial resources that can be spent in the near future to finance the Charter School's programs. The relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is reconciled in the financial statements.

FINANCIAL ANALYSIS OF THE 21st CENTURY CYBER CHARTER SCHOOL AS A WHOLE

The Charter School's total net position was \$10,279,243 as of June 30, 2024.

Figure 3
Condensed Statement of Net Position
June 30

	Governmental Activities	
	2023	2024
Current and other assets	\$ 26,153,795	\$ 27,595,426
Capital assets	9,555,457	10,480,076
Total Assets	35,709,252	38,075,502
Deferred Outflows of Resources	6,885,629	5,548,994
Current and other liabilities	2,253,334	2,645,465
Long-term liabilities	30,453,432	26,362,063
Total Liabilities	32,706,766	29,007,528
Deferred Inflows of Resources	2,219,179	4,337,725
Net investment in capital assets	8,901,440	10,019,641
Unrestricted	(1,232,504)	259,602
Total Net Position	\$ 7,668,936	\$ 10,279,243

Current assets at June 30, 2024 included cash of \$25,091,972, intergovernmental and other receivables of \$2,264,358, and prepaid expenses of \$239,096.

Total liabilities decreased greatly by \$3,699,238 in 2023-2024. Accounts payable balances were \$282,028 higher as compared to the prior year balance of \$570,994, totaling \$853,022. Accrued salaries and benefits increased from \$1,448,448 at June 30, 2023 to \$1,564,514 at June 30, 2024.

The compensated absences accrual, which reflects the value of unused vacation time, decreased from \$334,576 to \$60,986 (which reflects the long-term portion) as of June 30, 2024.

The total ending net other postemployment benefit liabilities are \$1,647,964 at the year ended June 30, 2024, a decrease from the balance of \$1,693,422 at the year ended June 30, 2023. The largest decrease in liabilities was the Charter School's proportionate share of the net pension liability, which decreased \$3,586,000 from the prior year totaling \$24,379,000 as of June 30, 2024.

The results of this year's operations as a whole are reported in the Statement of Activities and summarized below in Figure 4.

Figure 4
Condensed Statement of Activities
June 30

	Governmental Activities	
	2023	2024
Revenues		
Program Revenues:		
Charges for services	\$ 21,787,049	\$ 21,401,715
Operating grants and contributions	374,252	788,527
Investment earnings	424,181	723,901
Total Revenues	22,585,482	22,914,143
Expenses		
Instruction	10,352,125	9,538,495
Support services	10,552,254	10,671,293
Non instructional services and interest on long-term debt	99,210	94,048
Total Expenses	21,003,589	20,303,836
Special Item - Loss on sale of building	(1,413,159)	-
Increase in Net Position	168,734	2,610,307
Beginning Net Position	7,500,202	7,668,936
Ending Net Position	\$ 7,668,936	\$ 10,279,243

Decreased enrollment in the Charter School generated a reduction in tuition revenue of \$813,895 in 2023-2024 compared to the prior school year.

Figure 5 shows each activity's net cost (total cost less fees generated by the activities and grants/subsidies provided for specific programs).

Figure 5
Net Cost of Governmental Activities
June 30

	Total Cost of Services		Net Cost of (Revenue from) Services	
	2023	2024	2023	2024
Instruction	\$ 10,352,125	\$ 9,538,495	\$ (712,815)	\$ (54,196)
Support Services	10,552,254	10,671,293	(472,284)	(1,853,142)
Non Instructional Services and interest	<u>98,210</u>	<u>94,048</u>	<u>27,387</u>	<u>20,932</u>
	<u>\$ 21,003,589</u>	<u>\$ 20,303,836</u>	<u>\$ (1,157,712)</u>	<u>\$ (1,886,406)</u>

BUDGET HIGHLIGHTS

During the fiscal year, the Board authorizes revisions to the original budget to accommodate differences from the original budget to the actual expenditures of the 21st Century Cyber Charter School. A schedule showing the Charter School's original and final budget amounts compared with amounts actually paid and received is provided in the financial statements.

Revenue received for the year was approximately 2.84% less than budgeted. The difference between budget and actual is largely due to lower enrollment during the year compared to what was budgeted for in the 2023-24 school year.

Total expenditures were approximately 8.46% lower than budget for the year. Expenditures for 2023-24 were budgeted at \$23,974,919 and actual expenditures as June 30, 2024 were \$21,945,294, a difference of \$2,029,625. Expenditures were lower than the budget due to decreased staffing due to program needs or recruiting challenges along with a reduction in related expenditures due to enrollment decreases.

Summary of reductions when comparing budget to actual include:

Salaries and Benefits	\$ 2,902,325
Professional Services - Special Education	460,761
Operations and Maintenance	204,259
Technical Education Tuition - Regular Education	130,525
Telecommunications (Internet, Phone, Postage)	94,470
Technical Education Tuition - Special Education	92,000

Total expenditures at the fund level in 2023-2024 were \$2.7 million higher than in 2022-2023.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of June 30, 2024, the Charter School had \$10,480,076 invested in building improvements, furniture and computer equipment and right-to-use assets, net of depreciation and amortization. The decrease from the prior year is largely the result of the sale of a building.

Figure 6
Capital Assets (net of depreciation and amortization)
June 30

	Governmental Activities	
	2023	2024
Construction in Progress	\$ -	\$ 31,844
Building Improvements	7,941,188	7,442,722
Furniture & Computer Equipment	995,630	2,587,715
Right-to-use assets	618,639	417,795
Total	\$ 9,555,457	\$ 10,480,076

Debt Administration

The Charter School has entered into lease agreements for building space and various technology equipment including copiers. The leases have various termination dates through April 2027. These leases include monthly payments of principal and interest at rates ranging from 3.25% - 3.37%. Lease payable at June 30, 2024 was \$454,251.

The Charter School has entered into various agreements for subscription-based information technology arrangements with termination dates through June 2025. Subscription liabilities total \$6,184 at June 30, 2024.

See notes to the financial statements for more information on capital assets and debt administration.

ECONOMIC FACTORS AND THE CHARTER SCHOOL’S FUTURE

A charter renewal for 2024-2025 through 2028-2029 was submitted for approval to the Pennsylvania Department of Education on September 29, 2023. All materials were submitted in full and on time.

The Pennsylvania School Employees Retirement System (PSERS) retirement rate history table is below. These rates were determined by PSERS’ actuary and are subject to certification by the PSERS Board of Trustees.

Year	Rate
2021-2022	34.94%
2022-2023	35.26%
2023-2024	34.00%
2024-2025	33.90%

Ongoing conversations continue among legislators regarding a charter school reform bill. Any change in the funding formula would likely be a part of that legislation. To date, no legislation has been passed regarding cyber charter school reform. The Board of Trustees has approved a program stabilization fund to provide financial assistance to the Charter School, if needed, should there be changes to the formula.

CONTACTING THE 21st CENTURY CYBER CHARTER SCHOOL FINANCIAL MANAGEMENT

Our financial report is designed to provide our citizens, taxpayers, parents, students, investors, and creditors with a general overview of the Charter School’s finances and to show accountability for the money received. If you have questions about this report or wish to request additional financial information, please contact the Open Records Officer, 21st Century Cyber Charter School, 1245 Wrights Lane, West Chester, PA 19380, 484-875-5400.

21ST CENTURY CYBER CHARTER SCHOOL

STATEMENT OF NET POSITION

June 30, 2024

	Governmental Activities
ASSETS	
Cash and investments	\$ 25,091,972
Intergovernmental receivables	2,190,519
Other receivables	73,839
Prepaid expenses	239,096
Capital assets:	
Capital assets not being depreciated	31,844
Capital assets, net of accumulated depreciation	10,030,437
Right-to-use assets, net of accumulated amortization	417,795
TOTAL ASSETS	38,075,502
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows of resources for pension	5,101,439
Deferred outflows of resources for other postemployment benefits	447,555
TOTAL DEFERRED OUTFLOWS OF RESOURCES	5,548,994
LIABILITIES	
Accounts payable	853,022
Accrued interest	1,563
Accrued salaries and benefits	1,564,514
Unearned revenues	40,044
Noncurrent liabilities, due within one year	186,322
Noncurrent liabilities:	
Lease liabilities	274,113
Long-term portion of compensated absences	60,986
Net pension liability	24,379,000
Net other postemployment benefit liabilities	1,647,964
TOTAL LIABILITIES	29,007,528
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows of resources for pension	3,437,000
Deferred inflows of resources for other postemployment benefits	900,725
TOTAL DEFERRED INFLOWS OF RESOURCES	4,337,725
NET POSITION	
Net investment in capital assets	10,019,641
Unrestricted	259,602
TOTAL NET POSITION	\$ 10,279,243

See accompanying notes.

21ST CENTURY CYBER CHARTER SCHOOL

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2024

Functions/Programs	Expenses	Program Revenue		Net (Expense)
		Charges for	Operating	Revenue and
		Services	Grants and	Changes in
			Contributions	Net Position
				Governmental
				Activities
Governmental Activities				
Instruction	\$ 9,538,495	\$ 8,993,897	\$ 598,794	\$ 54,196
Instructional student support	4,170,638	4,145,800	106,395	81,557
Administrative and financial support services	5,687,229	7,334,698	14,350	1,661,819
Operation and maintenance of plant services	811,173	855,862	65,988	110,677
Pupil transportation	2,253	-	-	(2,253)
Student activities	70,116	71,458	-	1,342
Community services	5,562	-	3,000	(2,562)
Interest on long-term debt	18,370	-	-	(18,370)
Total Governmental Activities	\$ 20,303,836	\$ 21,401,715	\$ 788,527	1,886,406
General Revenues				
Investment earnings				723,901
Change in Net Position				2,610,307
Net Position - Beginning of Year				7,668,936
Net Position - End of Year				\$ 10,279,243

See accompanying notes.

21ST CENTURY CYBER CHARTER SCHOOL

BALANCE SHEET - GOVERNMENTAL FUND

June 30, 2024

	<u>General Fund</u>
ASSETS	
Cash and investments	\$ 25,091,972
Intergovernmental receivables	2,190,519
Accounts receivable	667,257
Prepaid expenditures	<u>239,096</u>
TOTAL ASSETS	<u><u>\$ 28,188,844</u></u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE	
LIABILITIES	
Accounts payable and accrued expenses	\$ 853,022
Accrued salaries and benefits	1,564,514
Unearned revenues	<u>40,044</u>
TOTAL LIABILITIES	2,457,580
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenue - tuition	450,681
Unavailable revenue - other fees	<u>593,418</u>
TOTAL DEFERRED INFLOWS OF RESOURCES	1,044,099
FUND BALANCE	
Nonspendable	239,096
Committed	11,183,253
Assigned	373,358
Unassigned	<u>12,891,458</u>
TOTAL FUND BALANCE	<u>24,687,165</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE	<u><u>\$ 28,188,844</u></u>

21st CENTURY CYBER CHARTER SCHOOL

RECONCILIATION OF GOVERNMENTAL FUND BALANCE SHEET TO THE
GOVERNMENT-WIDE STATEMENT OF NET POSITION

June 30, 2024

Amounts reported for governmental activities on the statement of net position are different because:

TOTAL FUND BALANCE - GOVERNMENTAL FUND		\$ 24,687,165
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$15,507,503 and the accumulated depreciation and amortization is \$5,027,427.		10,480,076
Tuition receivables will be collected this year, but are not available soon enough to pay for the current period's expenditures and therefore are reported as unavailable revenue in the funds. Accounts receivables not collected soon enough to pay for the current period's expenditures are reported as unavailable revenue in the funds and fully reserved on the government-wide financial statements.		450,681
Long-term liabilities are not due and payable in the current period and therefore are not reported as liabilities in the funds. Long-term liabilities at year end consist of:		
Lease liability	(454,251)	
Subscription liability	(6,184)	
Accrued interest	(1,563)	
Long-term portion of compensated absences	(60,986)	(522,984)
The net pension liability and related deferred outflows and inflows of resources for pensions are not reflected on the fund financial statements.		(22,714,561)
The net other postemployment benefit liabilities and related deferred outflows and inflows of resources for other postemployment benefits are not reflected on the fund financial statements.		(2,101,134)
TOTAL NET POSITION - GOVERNMENTAL ACTIVITIES		<u><u>\$ 10,279,243</u></u>

21ST CENTURY CYBER CHARTER SCHOOL

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
GOVERNMENTAL FUND

For the Year Ended June 30, 2024

	General Fund
REVENUES	
Local sources	\$ 22,216,803
State sources	156,009
Federal sources	386,401
TOTAL REVENUES	22,759,213
EXPENDITURES	
Current:	
Instructional services	9,119,152
Support services	12,497,463
Operation of noninstructional services	72,624
Capital outlay	42,547
Debt service:	
Principal	193,582
Interest	19,926
TOTAL EXPENDITURES	21,945,294
EXCESS OF REVENUES OVER EXPENDITURES	813,919
OTHER FINANCING SOURCES	
Proceeds from the sale of capital assets	71,834
NET CHANGE IN FUND BALANCE	885,753
FUND BALANCE - BEGINNING OF YEAR	23,801,412
FUND BALANCE - END OF YEAR	\$ 24,687,165

21st CENTURY CYBER CHARTER SCHOOL

RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2024

Amounts reported for governmental activities in the statement of activities are different because:

NET CHANGE IN FUND BALANCE - GOVERNMENTAL FUND	\$	885,753

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.

Capital outlays	\$ 2,225,965	
Less: depreciation and amortization expense	(1,293,278)	
Less: loss on disposals	<u>(8,068)</u>	924,619

Because some revenue will not be collected for several months after the Charter School's year end, they are not considered as "available" revenues in the governmental funds. This entry also records an allowance for uncollectible receivables.

154,930

Issuance of long-term debt (e.g. notes) provides current financial resources to the governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds.

Repayment of lease principal	170,576	
Repayment of subscription liability	<u>23,006</u>	193,582

Interest expense incurred on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources.

1,556

Some expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in governmental funds. The difference in the amount incurred and amount paid of these activities is:

Compensated absences	273,590	
Net pension liability and related deferred outflows and inflows	299,781	
Net OPEB liability and related deferred outflows and inflows	<u>(123,504)</u>	<u>449,867</u>

CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	\$	<u>2,610,307</u>

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

The 21st Century Cyber Charter School (the “Charter School”) was originally chartered through West Chester Area School District. The Charter School was established in April 2001 and began operations in July 2001. Effective July 1, 2006, the Charter School became chartered directly through the Pennsylvania Department of Education. The current charter expires June 30, 2024. A renewal application was filed with the Pennsylvania Department of Education in May 2024.

The Charter School is located in West Chester, Pennsylvania, and was established to provide services to students located in Pennsylvania. The Charter School is governed by a board consisting of no less than 7 trustees. The trustees shall include employees of a Pennsylvania Intermediate Unit, active Pennsylvania public school administrators, retired Pennsylvania public school educators, employees of a Pennsylvania Institute of higher education, one or more parents of a child currently enrolled in or who has been enrolled in 21st Century Cyber Charter School within 3 years of the time of becoming a Board of Trustees member, and at least one business or government leader from Pennsylvania.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 21st Century Cyber Charter School have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the authoritative standard-setting body for the establishment of governmental accounting and financial reporting principles. The more significant of these accounting principles are as follows:

A. Reporting Entity

As required by generally accepted accounting principles, the financial statements of the reporting entity include those of the Charter School and its component units.

The Charter School used guidance contained in generally accepted accounting principles to evaluate the possible inclusion of related entities (authorities, boards, councils, fiduciary activities, etc.) within its reporting entity. Accounting principles generally accepted in the United States of America require that the reporting entity consists of the primary government and organizations for which the primary government is financially accountable. In addition, the primary government may determine, through the exercise of management’s professional judgment, that the inclusion of an organization that does not meet the financial accountability criteria is necessary in order to prevent the reporting entity’s financial statements from being misleading. In such instances, that organization should be included as a component unit if the nature and significance of their relationship with the primary government or other component units are such that the exclusion from the financial reporting entity would render the financial reporting entity’s financial statements incomplete or misleading. In evaluating how to define the reporting entity, management has considered all potential component units.

Based on the foregoing criteria, the Charter School has determined it has no component units.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

B. Basis of Presentation - Government-Wide Financial Statements

Government-wide financial statements (i.e., the statement of net position and the statement of activities) display information about the reporting entity, except for its fiduciary activities. All fiduciary activities are reported only in the fund financial statements. The government-wide statements include separate columns for the governmental and business-type activities of the primary government, as well as any discretely presented component units. Governmental activities, which normally are supported by intergovernmental revenues and other nonexchange transactions, are reported separately from business-type activities which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from the legally separate component units for which the primary government is financially accountable. The Charter School presently only has governmental activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function to the Charter School are offset by the program revenues related to that function. Direct expenses are those that are directly related to and clearly identified with a function. Program revenues include 1) charges to customers or others who purchase, use or directly benefit from services or goods provided by a given function, or 2) grants and contributions that are restricted to meet the operational or capital requirements of a function. Other items properly not included in program revenues are reported as general revenues.

C. Basis of Presentation - Fund Financial Statements

The fund financial statements provide information about the government's funds, including its fiduciary funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds. Fiduciary funds are reported by fund type.

The Charter School Reports the Following Major Governmental Fund:

General Fund: The general fund is the general operating fund of the Charter School. It is used to account for all financial resources. All activities of the Charter School are accounted for through this fund.

The Charter School does not currently have any proprietary or fiduciary funds.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

D. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Charter School considers revenues to be available if they are collected within 90 days of the end of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source. If time eligibility requirements are not met, deferred inflows of resources would be recorded. All other revenue items are considered to be measurable and available only when cash is received by the Charter School.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under leases and other right-to-use assets are reported as other financing sources.

E. Budgetary Information

1. Budgetary Basis of Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations, except unexpended grant appropriations and encumbrances, lapse at fiscal year end. The Charter School's 2023-2024 budget was prepared and approved by the board of trustees prior to submitting the budget to the Pennsylvania Department of Education.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

F. Financial Position

1. Investments

Investments are stated at fair value in accordance with Governmental Accounting Standards Board Statement No. 72, *Fair Value Measurement and Application*, except for investments in external investment pools, which are valued at amortized costs if required criteria are met as outlined in Governmental Accounting Standards Board Statement No. 79, *Certain External Investment Pools and Pool Participant*.

The Charter School categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Investments are exposed to various risks such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the fair value of investments will occur in the near-term and that such changes could materially affect the amounts reported in the statement of net position.

2. Receivables

The intergovernmental receivables are amounts due from local school districts and the Pennsylvania Department of Education (PDE). Accounts receivable represents amounts due for equipment that has been damaged or was not returned. Management evaluates the collectible nature of outstanding receivables and records an allowance if needed.

3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The costs of prepaid items are recorded as expenditures/expenses when consumed rather than when purchased.

4. Capital Assets, Depreciation, and Amortization

The Charter School's capital assets with useful lives of more than one year are stated at historical cost and comprehensively reported in the government-wide financial statements. The reported value excludes normal maintenance and repairs, which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or extend its useful life beyond the original estimate. Donated capital assets are valued at the estimated acquisition value of the item at the date of donation. Right-to-use assets are reported when a qualifying lease or subscription liability is incurred.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

F. Financial Position - continued

4. Capital Assets, Depreciation, and Amortization - continued

The Charter School generally capitalizes assets with a cost of \$5,000 or more as purchase and construction outlays occur. Assets purchased or constructed with long-term debt may be capitalized regardless of the threshold established. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. Construction in progress is stated at cost and consists primarily of costs incurred on construction projects. No provision for depreciation is made on construction in progress until the assets are complete and placed into service. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations.

Estimated useful lives for depreciable and amortizable assets are as follows:

Assets	Years
Building and building improvements	7 - 50
Furniture and computer equipment	5 - 20
Right-to-use lease assets	5 - 6
Right-to-use subscription assets	2 - 3

5. Valuation of Long-Lived Assets

Long-lived assets to be held and used are required to be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In general, any long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less cost to sell. The Charter School periodically evaluates the recoverability of its long-lived assets, including real estate and improvements and deferred costs, using objective methodologies. Such methodologies include evaluations based on cash flows generated by the underlying assets or other determinants of fair value. None of the Charter School's long-lived assets were considered to be impaired as of June 30, 2024.

6. Unearned Revenues

Revenues that are received but not earned are reported as unearned revenues in the government-wide, governmental, and proprietary fund financial statements. Unearned revenues arise when resources are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Charter School has legal claim to the resources, the liability for unearned revenue is removed from the respective financial statements and revenue is recognized.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

F. Financial Position - continued

7. Compensated Absences

Charter School policies permit employees to accumulate earned but unused vacation, personal, and sick days based on employment agreements. Payments for vacation, sick pay, and personal leave are expensed as paid in the governmental fund statements. Accumulated vacation, personal, and sick leave that is expected to be liquidated with expendable available financial resources and that has matured is reported as an expenditure and a fund liability in the governmental fund that will pay it. Accumulated vacation, personal, or sick leave that is not expected to be liquidated with expendable available financial resources and that has not matured is reported as a long-term liability in the government-wide financial statements and is expensed as incurred.

8. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activity column in the statement of net position.

In the fund financial statements, governmental fund types recognize the face amount of debt issued or incurred and any original issue discounts or premiums are reported as other financing sources and uses. Issuance costs and underwriter's discount, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

9. Leases and Subscription-Based Information Technology Arrangements

21st Century Cyber Charter School is a lessee for noncancellable leases of equipment and building space and subscription-based information technology arrangements (SBITA). The Charter School recognizes a lease or subscription liability and an intangible right-to-use asset (lease or subscription asset) in the government-wide financial statements.

At the commencement of a lease or SBITA, the Charter School initially measures the liability at the present value of payments expected to be made during the term. Subsequently, the liability is reduced by the principal portion of payments made. The right-to-use asset is initially measured as the initial amount of the liability, adjusted for payments made at or before the commencement date, plus certain initial direct costs. Subsequently, the right-to-use asset is amortized on a straight-line basis over its useful life.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

F. Financial Position - continued

9. Leases and Subscription-Based Information Technology Arrangements - continued

Key estimates and judgments related to leases and SBITAs include how the Charter School determines (1) the discount rate it uses to discount the expected payments to present value, (2) term, and (3) payments.

- The Charter School uses the interest rate charged under the agreement as the discount rate. When the interest rate charged by the lessor is not provided, the Charter School generally uses its estimated incremental borrowing rate as the discount rate.
- The term includes the noncancellable period of the agreement. Also included within the term are any qualifying renewals or early termination options that the Charter School is reasonably certain to exercise or not exercise. Payments included in the measurement of the liability are composed of fixed payments and purchase option price that the Charter School is reasonably certain to exercise.

The Charter School monitors changes in circumstances that would require a remeasurement of its lease or SBITAs and will remeasure the asset and liability if certain changes occur that are expected to significantly affect the amount of the liability.

Lease and subscription assets are reported as right-to-use assets with capital assets and related liabilities are reported with noncurrent liabilities on the statement of net position.

10. Pension

The Charter School contributes to the Public School Employees Retirement System (PSERS), a cost-sharing multiple-employer defined benefit pension plan. The Charter School accounts for the plan under the provisions of GASB Statement No. 68, which establishes standards for the measurement, recognition, and display of pension expense and related liabilities, deferred outflows and deferred inflows of resources related to pension, certain required supplementary information, and note disclosures.

For the purpose of measuring net pension liability, deferred outflows of resources, and deferred inflows of resources related to pension and pension expense, information about the fiduciary net position of the Public School Employees' Retirement System (PSERS), and additions to/deductions from PSERS's fiduciary net position have been determined on the same basis as they are reported by PSERS. For this purpose, benefit payments (including refund of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

F. Financial Position - continued

11. Other Postemployment Benefits (OPEB)

The Charter School's other postemployment benefit plans are accounted for under the provisions of GASB Statement No. 75, which establishes standards for the measurement, recognition, and display of other postemployment benefit expense and related liabilities, deferred outflows and deferred inflows of resources related to other postemployment benefits, certain required supplementary information, and note disclosures. The Charter School provides OPEB under the following two plans:

PSERS OPEB Plan

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the PSERS and additions to/deductions from PSERS' fiduciary net position have been determined on the same basis as they are reported by PSERS. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Charter School OPEB Plan

The Charter School sponsors a single-employer defined benefit OPEB plan. For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the OPEB plan and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by the plan. For this purpose, the plan recognizes benefit payments when due and payable in accordance with the benefit terms. The Charter School OPEB plan is unfunded.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

F. Financial Position - continued

12. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expenses) until then. The Charter School has two items that qualify for reporting in this category:

Deferred outflows of resources for pension relate to the Charter School's net pension liability and pension expense and arise from changes in assumptions, actual versus expected results, changes in benefits, variances in expected versus actual investment earnings, changes in the employer's proportion, or differences between employer contributions and the proportionate share of total contributions reported by the pension plan. These amounts are deferred and amortized over either a closed 5-year period or the average remaining service life of all employees depending on what gave rise to the deferred outflow. Also included are contributions made to the pension plan subsequent to the measurement date and prior to the Charter School's year end. The contributions will be recognized as a reduction in net pension liability in the following year.

Deferred outflows of resources for other postemployment benefits relate to the Charter School's liability for postemployment benefits other than pensions and related expenses and arise from the changes in assumptions, actual versus expected results, changes in benefits, variances in expected versus actual investment earnings, changes in the employer's proportion, or differences between employer contributions and the proportionate share of total contributions reported by the plan. These amounts are deferred and amortized over either a closed 5-year period or the average remaining service life of all employees depending on what gave rise to the deferred outflow. Also included are contributions or benefit payments made subsequent to the measurement date and prior to the Charter School's year end. These payments will be recognized as a reduction to the net other postemployment benefit liability in the following year.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

F. Financial Position - continued

12. Deferred Outflows/Inflows of Resources - continued

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Charter School has three types of items that qualify for reporting in this category:

Unavailable revenue arises only under a modified accrual basis of accounting and is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from tuition and other fees. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Deferred inflows of resources for pension relates to the Charter School's net pension liability and pension expense and arise from changes in assumptions, actual versus expected results, changes in benefits, variances in expected versus actual investment earnings, changes in the employer's proportion, or differences between employer contributions and the proportionate share of total contributions reported by the pension plan. These amounts are deferred and amortized over either a closed 5-year period or the average remaining service life of all employees depending on what gave rise to the deferred inflow.

Deferred inflows of resources for other postemployment benefit relates to the Charter School's liability for postemployment benefits other than pensions and related expenses and arise from changes in assumptions, actual versus expected results, changes in benefits, variances in expected versus actual investment earnings, changes in the employer's proportion, or differences between employer contributions and the proportionate share of total contributions reported by the plan. These amounts are deferred and amortized over either a closed 5-year period or the average remaining service life of all employees depending on what gave rise to the deferred inflow.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

F. Financial Position - continued

13. Net Position and Flow Assumptions

Net position represents the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net investment in the capital assets component of net position is comprised of capital assets, net of accumulated depreciation/amortization, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement of those assets. In addition, any deferred outflows of resources and/or deferred inflows of resources related to such capital assets or liabilities associated with the capital assets should also be added to or deducted from the overall net investment in capital assets. If there are unspent related debt proceeds at year-end, the portion of debt attributed to the unspent bond proceeds is not included in the calculation of net investment in capital assets. The restricted component of net position is used when there are limitations imposed on their use either through the enabling legislation adopted by a higher governmental authority or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The remaining component of net position is unrestricted.

The Charter School applies restricted resources first when an expense is incurred for purposes for which both the restricted and unrestricted components of net position are available.

14. Fund Balance Policies and Flow Assumptions

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The Charter School itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The nonspendable fund balance classification represents assets in nonspendable form and includes items such as prepaid expenditures and inventory.

The restricted fund balance classification represents funds that are limited in use due to constraints for a specific purpose through restrictions by external parties, grant agreements, or enabling legislation.

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the Charter School's highest level of decision-making authority. The board of trustees is the highest level of decision-making authority for the Charter School that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

F. Financial Position - continued

14. Fund Balance Policies and Flow Assumptions - continued

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The director/CEO or designee may assign fund balance. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

The Charter School does not have a minimum fund balance policy.

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. The Charter School's policy states there are no restrictions placed on the order of the unrestricted fund balances used when an expenditure is incurred for a purpose in which unrestricted fund balance amounts are available under committed, assigned, or unassigned fund balance. The decision will be made at the discretion of the director/CEO.

G. Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Compliance with Finance Related Legal and Contractual Provisions

The Charter School had no material violations of finance related legal and contractual provisions.

B. Deficit Fund Balance or Net Position of Individual Funds

For the year ended June 30, 2024, no individual funds had a deficit fund balance or net position.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 3 - CASH AND INVESTMENTS

Under Section 440.1 of the Public School Code of 1949, as amended, the Charter School is permitted to invest funds in the following types of investments:

Obligations of (a) the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, (b) the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or (c) any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.

Deposits in savings accounts, time deposits, or share accounts of institutions insured by the Federal Deposit Insurance Corporation to the extent that such accounts are so insured and for any amounts above the insured maximum, provided that approved collateral as provided by law, therefore, shall be pledged by the depository.

Pennsylvania Act 10 of 2016 became effective May 25, 2016, and expanded the permitted investment types to include commercial paper, bankers' acceptances, negotiable certificates of deposit, and insured bank deposit reciprocals as long as certain safeguards related to credit quality and maturity are met.

The deposit and investment policy of the Charter School adheres to state statutes. There were no deposits or investment transactions during the year that were in violation of either the state statutes or the policy of the Charter School.

The breakdown of total cash and investments on the financial statements are as follows at June 30, 2024:

Petty cash	\$ 128
Demand deposits	14,193,013
Pooled cash and investments	<u>10,898,831</u>
	<u>\$ 25,091,972</u>

Deposits

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The Charter School does not have a policy for custodial credit risk. As of June 30, 2024, the carrying amount of the Charter School's deposits was \$14,193,013 and the bank balance was \$14,264,753. Of the bank balance, \$250,000 was covered by federal depository insurance and \$14,014,753 of the Charter School's bank balance was exposed to custodial credit risk but covered by collateralization requirements in accordance with Act 72 of the 1971 Session of the General Assembly.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 3 - CASH AND INVESTMENTS - CONTINUED

Investments

As of June 30, 2024, the Charter School had the following pooled cash and investments:

	Fair Value/ Carrying Value
PA School District Liquid Asset Fund:	
MAX Account Balance	\$ 9,819,027
Full Flex Pool	<u>1,079,804</u>
Total Pooled Cash and Investments	<u>\$ 10,898,831</u>

Certain external investments held by the Charter School, based on portfolio maturity, quality, diversification, and liquidity measures qualify for measurement at amortized cost at both the pool and participating government level consistent with GASB Statement No. 79. The Charter School measures those investments, which include \$10,898,831 (PSDLAF) at amortized cost. All investments in external investment pools that are not registered with the Securities and Exchange Commission are subject to oversight by the Commonwealth of Pennsylvania.

A portion of the Charter School's deposits were in the Pennsylvania School District Liquid Asset Fund. PSDLAF acts like a money market mutual fund in that the objective is to maintain a stable net asset value of \$1 per share, is rated by nationally recognized statistical rating organization, and is subject to an independent annual audit.

The PSDMAX fund invests in U.S. treasury securities, U.S. government securities, its agencies and instrumentalities, and repurchase agreements, collateralized by such securities and contracted with highly-rated counterparties. Weighted average portfolio maturity for the fund is expected to be kept at or below 60 days. PSDMAX does not have limitations or restrictions on withdrawals.

The PSDLAF Full Flex Pool, as part of the Fixed-Term Series at PSDLAF, are a fixed-term investment collateralized in accordance with Act 72 and invests in assets listed above as permitted under Section 440.1 of the Public School Code of 1949. The Fixed-Term Series are fixed-term investment vehicles with maturities depending upon the maturity date of each particular Fixed-Term Series. All investments in a Fixed-Term Series by a Settlor are intended to be deposited for the full term of the particular Fixed-Term Series; however, participants in the full flex pool may remove funds without early withdrawal penalty. Whether a Fixed-Term Series has only one Settlor or more than one Settlor participating in it, each certificate of deposit in which the monies in such Fixed-Term Series are invested is registered in the name of that particular Fixed-Term Series.

As of June 30, 2024, the entire PSDLAF book balance of \$10,898,831 is considered to be a cash equivalent for presentation on the government-wide and fund financial statements.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 3 - CASH AND INVESTMENTS - CONTINUED

Interest Rate Risk

The Charter School does have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The investment program is reviewed annually by the board of trustees.

Credit Risk

The Charter School has no investment policy that would limit its investment choices to certain credit ratings. As of June 30, 2024, the Charter School's investments were rated as:

Investment	Standard & Poor's
Pennsylvania School District Liquid Asset Fund	AAAm

Concentration of Credit Risk

The Charter School places no limit on the amount the Charter School may invest in any one issuer. As of June 30, 2024, the Charter School did not have any investments subject to concentration of credit risk.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that in the event of the failure of the counterparty, the Charter School will not be able to recover the value of its investments or collateral security that are in the possession of an outside party. The Charter School has no investments subject to custodial credit risk.

NOTE 4 - INTERGOVERNMENTAL RECEIVABLES, ACCOUNTS RECEIVABLE, AND UNAVAILABLE REVENUE

The intergovernmental receivables are due from local school districts and the Pennsylvania Department of Education (PDE); therefore, management believes that they are fully collectible. Thus, no allowance has been deemed necessary or recorded in the accompanying financial statements. The intergovernmental receivables balance totals \$2,190,519 as of June 30, 2024.

Accounts receivable represents payments due for damaged or unreturned equipment from students and the sale of used computers to a third party totaling \$667,257. Management has determined that of the total receivable balance, \$593,418 should be reserved in the government-wide financial statements. This balance represents payments due for damaged or unreturned equipment from students.

The Charter School reports unavailable revenue of \$1,044,099 at June 30, 2024, consisting of \$450,681 of tuition revenue and \$593,418 of fees for damaged or unreturned equipment which were not collected within the availability period of 90 days after the fiscal year end.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 5 - CHANGES IN CAPITAL ASSETS

Capital asset balances and activity for the year ended June 30, 2024, were as follows:

	<u>Beginning Balance</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Balance</u>
Governmental Activities				
Capital assets not being depreciated:				
Construction in progress	\$ -	\$ 31,844	\$ -	\$ 31,844
Capital assets being depreciated:				
Building and building improvements	10,226,797	173,333	-	10,400,130
Furniture and computer equipment	2,151,438	2,020,788	(301,821)	3,870,405
Total assets being depreciated	<u>12,378,235</u>	<u>2,194,121</u>	<u>(301,821)</u>	<u>14,270,535</u>
Less accumulated depreciation for:				
Building and building improvements	2,285,609	671,799	-	2,957,408
Furniture and computer equipment	1,155,808	420,635	(293,753)	1,282,690
Total accumulated depreciation	<u>3,441,417</u>	<u>1,092,434</u>	<u>(293,753)</u>	<u>4,240,098</u>
Total capital assets being depreciated, net	8,936,818	1,101,687	(8,068)	10,030,437
Right-to-use assets being amortized:				
Leased buildings	890,824	-	-	890,824
Leased equipment	25,039	-	-	25,039
Subscriptions	153,875	-	(135,386)	18,489
Total right-to-use assets being amortized	1,069,738	-	(135,386)	1,205,124
Less accumulated amortization for:				
Leased buildings	328,920	164,460	-	493,380
Leased equipment	5,842	5,008	-	10,850
Subscriptions	116,337	31,376	(135,386)	12,327
Total accumulated amortization	<u>451,099</u>	<u>200,844</u>	<u>(135,386)</u>	<u>787,329</u>
Total right-to-use assets being amortized, net	<u>618,639</u>	<u>(200,844)</u>	<u>-</u>	<u>417,795</u>
GOVERNMENTAL ACTIVITIES, CAPITAL ASSETS, NET	<u>\$ 9,555,457</u>	<u>\$ 932,687</u>	<u>\$ (8,068)</u>	<u>\$ 10,480,076</u>

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 5 - CHANGES IN CAPITAL ASSETS - CONTINUED

Depreciation and amortization expense was charged to functions/programs of the governmental activities of the primary government as follows:

Instruction	\$ 458,523
Instructional student support	243,183
Administrative and financial support services	374,727
Operation and maintenance of plant services	213,194
Student activities	<u>3,651</u>
TOTAL DEPRECIATION AND AMORTIZATION EXPENSE - GOVERNMENTAL ACTIVITIES	<u>\$ 1,293,278</u>

NOTE 6 - LONG-TERM LIABILITIES

Leases

The Charter School has entered into lease agreements for building space and various technology equipment including copiers. The leases have various termination dates through April 2027. These leases include monthly payments of principal and interest at rates ranging from 3.25% - 3.37%.

Future lease maturities as of June 30 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	180,138	12,543	192,681
2026	190,098	6,326	196,424
2027	<u>84,015</u>	<u>738</u>	<u>84,753</u>
	<u>\$ 454,251</u>	<u>\$ 19,607</u>	<u>\$ 473,858</u>

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 6 - LONG-TERM LIABILITIES - CONTINUED

Subscriptions

The Charter School has entered into various agreements for subscription-based information technology arrangements. The arrangements have various termination dates through June 2025. Interest rates are 5% and are paid annually based on the agreements.

The Charter School's subscription liabilities mature as follows for the years ending June 30:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	<u>\$ 6,184</u>	<u>\$ 316</u>	<u>\$ 6,500</u>

Long-term liability balances and activity for the year ended June 30, 2024, are as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Amounts Due Within One Year</u>
Governmental Activities					
Lease liabilities	\$ 624,827	\$ -	\$ 170,576	\$ 454,251	\$ 180,138
Subscription liability	29,190	-	23,006	6,184	6,184
Compensated absences	334,576	-	273,590	60,986	-
Net pension liability	27,965,000	-	3,586,000	24,379,000	-
Net other postemployment benefit liabilities (OPEB)	<u>1,693,422</u>	<u>19,814</u>	<u>65,272</u>	<u>1,647,964</u>	<u>-</u>
Total governmental long-term liabilities	<u>\$ 30,647,015</u>	<u>\$ 19,814</u>	<u>\$ 4,118,444</u>	<u>\$ 26,548,385</u>	<u>\$ 186,322</u>

Total interest paid during the year ended June 30, 2024, was \$19,926. The lease, subscription, and compensated absence liabilities will be liquidated by the general fund. The net pension and PSERS OPEB Plan portion of the OPEB liability will be liquidated through future contributions to PSERS at the statutory rates; contributions will be made from the general fund. The Charter School OPEB Plan portion of the OPEB liability will be liquidated through future payments from the general fund.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 7 - EMPLOYEE RETIREMENT PLANS

Employee Defined Benefit Pension Plan

General Information About the Pension Plan

Plan Description

PSERS (the System) is a governmental cost-sharing multiple-employer defined benefit pension plan that provides retirement benefits to public school employees of the Commonwealth of Pennsylvania under Title 24, Part IV of the Pennsylvania General Assembly. The members eligible to participate in the System include all full-time public school employees, part-time hourly public school employees who render at least 500 hours of service in the school year, and part-time per diem public school employees who render at least 80 days of service in the school year in any of the reporting entities in Pennsylvania. PSERS issues a publicly available financial report that can be obtained at www.psers.pa.gov.

Benefits Provided

PSERS provides retirement, disability, and death benefits. Members are eligible for monthly retirement benefits upon reaching (a) age 62 with at least 1 year of credited service; (b) age 60 with 30 or more years of credited service; or (c) 35 or more years of service regardless of age. Act 120 of 2010 (Act 120) preserves the benefits of existing members and introduced benefit reductions for individuals who become new members on or after July 1, 2011. Act 120 created two new membership classes, Membership Class T-E (Class T-E) and Membership Class T-F (Class T-F). To qualify for normal retirement, Class T-E and Class T-F members must work until age 65 with a minimum of 3 years of service or attain a total combination of age and service that is equal to or greater than 92 with a minimum of 35 years of service.

Act 5 of 2017 (Act 5) introduced a hybrid benefit plan with two membership classes and a separate defined contribution plan for individuals who become new members on or after July 1, 2019. Act 5 created two new hybrid membership classes, Membership class T-G (Class T-G) and Membership Class T-H (Class T-H) and the separate defined contribution membership class, Membership Class DC (Class DC). To qualify for normal retirement, Class T-G and Class T-H members must work until age 67 with a minimum of 3 years of credited service. Class T-G may also qualify for normal retirement by attaining a total combination of age and service that is equal to or greater than 97 with a minimum of 35 years of credited service.

Benefits are generally equal to 1.0% or 2.5%, depending upon membership class, of the member's final average salary (as defined in the Code) multiplied by the number of years of credited service. For members whose membership started prior to July 1, 2011, after completion of 5 years of service, a member's right to the defined benefits is vested and early retirement benefits may be elected. For Class T-E and Class T-F members, the right to benefits is vested after 10 years of service.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 7 - EMPLOYEE RETIREMENT PLANS - CONTINUED

Employee Defined Benefit Pension Plan - continued

General Information About the Pension Plan - continued

Benefits Provided - continued

Participants are eligible for disability retirement benefits after completion of five years of credited service. Such benefits are generally equal to 2.0% or 2.5%, depending upon membership class, of the member's final average salary (as defined in the Code) multiplied by the number of years of credited service, but not less than one-third of such salary nor greater than the benefit the member would have had at normal retirement age. Members over normal retirement age may apply for disability benefits.

Death benefits are payable upon the death of an active member who has reached age 62 with at least one year of credited service (age 65 with at least three years of credited service for Class T-E and Class T-F members) or who has at least five years of credited service (ten years for Class T-E and Class T-F members). Such benefits are actuarially equivalent to the benefit that would have been effective if the member had retired on the day before death.

Contributions

The contribution policy is set by state statute and requires contributions by active members, employers, and the Commonwealth of Pennsylvania. The contribution rates based on qualified member compensation for virtually all members is presented below:

Member Contribution Rates				
Membership Class	Continuous Employment Since	Defined Benefit (DB) Contribution Rate	DC Contribution Rate	Total Contribution Rate
T-C	Prior to July 22, 1983	5.25%	N/A	5.25%
				6.25%
T-C	On or after July 22, 1983	6.25%	N/A	6.25%
T-D	Prior to July 22, 1983	6.50%	N/A	6.50%
T-D	On or after July 22, 1983	7.50%	N/A	7.50%
T-E	On or after July 1, 2011	7.50% base rate with shared risk provision	N/A	Prior to 7/1/21: 7.50% After 7/1/21: 8.00%
T-F	On or after July 1, 2011	10.30% base rate with shared risk provision	N/A	Prior to 7/1/21: 10.30% After 7/1/21: 10.80%
T-G	On or after July 1, 2019	5.50% base rate with shared risk provision	2.75%	Prior to 7/1/21: 8.25% After 7/1/21: 9.00%
T-H	On or after July 1, 2019	4.50% base rate with shared risk provision	3.00%	Prior to 7/1/21: 7.50% After 7/1/21: 8.25%
DC	On or after July 1, 2019	N/A	7.50%	7.50%

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 7 - EMPLOYEE RETIREMENT PLANS - CONTINUED

Employee Defined Benefit Pension Plan - continued

General Information About the Pension Plan - continued

Contributions - continued:

Shared Risk Program Summary				
Membership Class	Defined Benefit (DB) Base Rate	Shared Risk Increment	Minimum	Maximum
T-E	7.50%	+/- 0.50%	5.50%	9.50%
T-F	10.30%	+/- 0.50%	8.30%	12.50%
T-G	5.50%	+/- 0.75%	2.50%	8.50%
T-H	4.50%	+/- 0.75%	1.50%	7.50%

Employer Contributions:

The Charter School's contractually required contribution rate for the fiscal year ended June 30, 2024 was 33.09% of covered payroll, actuarially determined as an amount that when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Contributions to the pension plan from the Charter School were \$2,979,862 for the year ended June 30, 2024. In addition, the Charter School's contribution to the defined contribution plan was \$24,314 for the year ended June 30, 2024.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 7 - EMPLOYEE RETIREMENT PLANS - CONTINUED

Employee Defined Benefit Pension Plan - continued

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2024, the Charter School reported a liability of \$24,379,000 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by rolling forward the System's total pension liability as of June 30, 2022 to June 30, 2023. The Charter School's proportion of the net pension liability was calculated utilizing the employer's one-year reported contributions as it relates to the total one-year reported contributions. At June 30, 2024, the Charter School's proportion was 0.0548% which was a decrease of 0.0081% from its proportion measured as of June 30, 2023.

For the year ended June 30, 2024, the Charter School recognized a pension expense of \$2,680,081. At June 30, 2024, the Charter School reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 6,000	\$ 334,000
Net difference between projected and actual investment earnings	690,000	-
Changes in assumptions	364,000	-
Changes in proportion - plan level	1,035,000	3,103,000
Difference between employer contributions and proportionate share of total contributions	26,577	-
Contributions made subsequent to the measurement date	2,979,862	-
	<u>\$ 5,101,439</u>	<u>\$ 3,437,000</u>

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 7 - EMPLOYEE RETIREMENT PLANS - CONTINUED

Employee Defined Benefit Pension Plan - continued

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - continued

The \$2,979,862 reported as deferred outflows of resources related to pensions resulting from Charter School contributions made subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows for the years ending June 30:

2025	\$ 188,326
2026	(1,571,446)
2027	(162,292)
2028	<u>229,989</u>
	<u>\$ (1,315,423)</u>

Actuarial Assumptions

The total pension liability at June 30, 2023, was determined by rolling forward the System's total pension liability at June 30, 2022 to June 30, 2023, using the following actuarial assumptions, applied to all periods included in the measurement:

- Actuarial valuation date - June 30, 2022.
- Actuarial cost method - Entry Age Normal - level % of pay.
- Investment return - 7.00%, includes inflation at 2.50%.
- Salary growth - Effective average of 4.50%, comprised of inflation of 2.50% and 2.00% for real wage growth and for merit or seniority increases.
- Mortality rates were based on a blend of 50% PubT-2010 and 50% PubG-2010 Retiree Tables for Males and Females, adjusted to reflect PSERS' experience and projected using a modified version of the MP-2020 improvement scale.

The actuarial assumptions used in the June 30, 2023 valuation were based on the results of an actuarial experience study that was performed for the five-year period ending June 30, 2020.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 7 - EMPLOYEE RETIREMENT PLANS - CONTINUED

Employee Defined Benefit Pension Plan - continued

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - continued

Actuarial Assumptions - continued

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The PSERS pension plan's policy in regard to the allocation of invested plan assets is established and may be amended by the PSERS Board. Plan assets are managed with a long-term objective of achieving and maintaining a fully funded status for the benefits provided through the pension.

The PSERS Board's adopted asset allocation policy and best estimates of geometric real rates of return for each major asset class as of June 30, 2023 is:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Global public equity	30.0%	5.2%
Private equity	12.0%	7.9%
Fixed income	33.0%	3.2%
Commodities	7.5%	2.7%
Infrastructure/ MLPs	10.0%	5.4%
Real estate	11.0%	5.7%
Absolute return	4.0%	4.1%
Cash	3.0%	1.2%
Leverage	<u>(10.5%)</u>	1.2%
	<u>100.0%</u>	

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 7 - EMPLOYEE RETIREMENT PLANS - CONTINUED

Employee Defined Benefit Pension Plan - continued

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - continued

Discount Rate

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Charter School's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability, calculated using the discount rate of 7.00%, as well as what the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.00%) or one percentage point higher (8.00%) than the current rate:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Charter School's proportionate share of the net pension liability	\$ 31,601,000	\$ 24,379,000	\$ 18,285,000

Pension Plan Fiduciary Net Position

Detailed information about PSERS' fiduciary net position is available in PSERS Annual Comprehensive Financial Report which can be found on the System's website at www.psers.pa.gov.

Payables Related to the Plan

At June 30, 2024, the Charter School had an accrued balance due to PSERS, including contributions related to pension and OPEB of \$957,453. This amount represents the Charter School's contractually obligated contributions for wages earned in April 2024 through June 2024.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 7 - EMPLOYEE RETIREMENT PLANS - CONTINUED

403(b) Tax Shelter Plan

The Charter School has established a 403(b) tax shelter plan permitting the establishment of accounts for school employees to voluntarily set aside monies to supplement their retirement income. All school employees are eligible to participate. The Charter School does not contribute to the Plan.

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS

Employee Defined Benefit Other Postemployment Benefit Plans

The Charter School has other postemployment benefits (OPEB) under 2 different plans: (1) a cost-sharing, multiple employer, employee defined benefit other postemployment benefits plan administered through PSERS (PSERS OPEB Plan) and (2) a single employer defined benefit healthcare plan (Charter School OPEB Plan). The Charter School's aggregate net OPEB liability and deferred outflows and inflows of resources related to OPEB at June 30, 2024 are as follows:

<u>Plan</u>	<u>Net OPEB Liability</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
PSERS OPEB Plan	\$ 990,000	\$ 344,633	\$ 363,000
Charter School OPEB Plan	657,964	102,922	537,725
	<u>\$ 1,647,964</u>	<u>\$ 447,555</u>	<u>\$ 900,725</u>

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

PSERS OPEB Plan

General Information About the PSERS OPEB Plan

Health Insurance Premium Assistance Program

PSERS (the System) provides Premium Assistance which, is a governmental cost sharing, multiple-employer other postemployment benefit plan (OPEB) for all eligible retirees who qualify and elect to participate. Employer contribution rates for Premium Assistance are established to provide reserves in the Health Insurance Account that are sufficient for the payment of Premium Assistance benefits for each succeeding year. Effective January 1, 2002 under the provisions of Act 9 of 2001, participating eligible retirees are entitled to receive premium assistance payments equal to the lesser of \$100 per month or their out-of-pocket monthly health insurance premium. To receive premium assistance, eligible retirees must obtain their health insurance through either their school employer or the PSERS' Health Options Program. As of June 30, 2023, there were no assumed future benefit increases to participating eligible retirees.

Premium Assistance Eligibility Criteria

Retirees of the System can participate in the Premium Assistance Program if they satisfy the following criteria:

- Have 24 ½ or more years of service, or
- Are a disability retiree, or
- Have 15 or more years of service and retired after reaching superannuation age.

For Class DC members to become eligible for Premium Assistance, they must satisfy the following criteria:

- Attain Medicare eligibility with 24 ½ or more eligibility points, or
- Have 15 or more eligibility points and terminated after age 67, and
- Have received all or part of their distributions.

Pension Plan Description

PSERS is a governmental cost-sharing multiple-employer defined benefit pension plan that provides retirement benefits to public school employees of the Commonwealth of Pennsylvania. The members eligible to participate in the System include all full-time public school employees, part-time hourly public school employees who render at least 500 hours of service in the school year, and part-time per diem public school employees who render at least 80 days of service in the school year in any of the reporting entities in Pennsylvania. PSERS issues a publicly available financial report that can be obtained at www.psers.pa.gov.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

PSERS OPEB Plan - continued

General Information About the PSERS OPEB Plan - continued

Benefits Provided

Participating eligible retirees are entitled to receive premium assistance payments equal to the lesser of \$100 per month or their out-of-pocket monthly health insurance premium. To receive premium assistance, eligible retirees must obtain their health insurance through either their school employer or the PSERS' Health Options Program.

Contributions

The contribution policy is set by state statute. A portion of each employer's contribution is set aside for premium assistance. The Charter School's contractually required contribution rate for the fiscal year ended June 30, 2024, was 0.64% of covered payroll, actuarially determined as an amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Contributions to the OPEB plan from the Charter School were \$57,633 for the year ended June 30, 2024.

PSERS OPEB Liability, Expense, and Deferred Outflows and Inflows of Resources Related to OPEB

At June 30, 2024, the Charter School reported a liability of \$990,000 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2023, and the total OPEB liability used to calculate the net OPEB liability was determined by rolling forward the System's total OPEB liability as of June 30, 2022 to June 30, 2023. The Charter School's proportion of the net OPEB liability was calculated utilizing the employer's one-year reported covered payroll as it relates to the total one-year reported covered payroll. At June 30, 2024, the Charter School's proportion was 0.0547%, which was a decrease of 0.0083% from its proportion measured as of June 30, 2023.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

PSERS OPEB Plan - continued

PSERS OPEB Liability, Expense, and Deferred Outflows and Inflows of Resources Related to OPEB - continued

For the year ended June 30, 2024, the Charter School recognized OPEB expense of \$95,533. At June 30, 2024, the Charter School reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 6,000	\$ 10,000
Changes in assumptions	86,000	187,000
Net difference between projected and actual investment earnings	2,000	-
Changes in proportion	193,000	166,000
Contributions made subsequent to the measurement date	57,633	-
	<u>\$ 344,633</u>	<u>\$ 363,000</u>

The \$57,633 reported as deferred outflows of resources related to OPEB resulting from Charter School contributions made subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows for the years ending June 30:

2025	\$ 25,000
2026	(6,000)
2027	(25,000)
2028	(40,000)
2029	(30,000)
	<u> </u>
Total	<u>\$ (76,000)</u>

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

PSERS OPEB Plan - continued

PSERS OPEB Liability, Expense, and Deferred Outflows and Inflows of Resources Related to OPEB - continued

Actuarial Assumptions

The total OPEB liability as of June 30, 2023, was determined by rolling forward the System's total OPEB liability as of June 30, 2022 to June 30, 2023, using the following actuarial assumptions, applied to all periods included in the measurement:

- Actuarial valuation date - June 30, 2022.
- Actuarial cost method - Entry Age Normal - level % of pay.
- Investment return - 4.13% - S&P 20 Year Municipal Bond Rate.
- Salary growth - Effective average of 4.50%, comprised of inflation of 2.50% and 2.00% for real wage growth and for merit or seniority increases.
- Premium Assistance reimbursement is capped at \$1,200 per year.
- Assumed Healthcare cost trends were applied to retirees with less than \$1,200 in premium assistance per year.
- Mortality rates were based on a blend of 50% PubT-2010 and 50% PubG-2010 Retiree Tables for Males and Females, adjusted to reflect PSERS' experience and projected using a modified version of the MP-2020 Improvement scale.
- Participation rate:
 - Eligible retirees will elect to participate Pre-age 65 at 50%
 - Eligible retirees will elect to participate Post-age 65 at 70%

The actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study that was performed for the five-year period ending June 30, 2020.

The following assumptions were used to determine the contribution rate:

- The results of the actuarial valuation as of June 30, 2021 determined the employer contribution rate for fiscal year 2023.
- Cost Method: Amount necessary to assure solvency of Premium Assistance through the third fiscal year after the valuation date.
- Asset valuation method: Market Value.
- Participation rate: The actual data for retirees benefiting under the Plan as of June 30, 2021 was used in lieu of the 63% utilization assumptions for eligible retirees.
- Mortality Tables for Males and Females, adjusted to reflect PSERS' experience and projected using a modified version of the MP-2015 Mortality Improvement Scale.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

PSERS OPEB Plan - continued

PSERS OPEB Liability, Expense, and Deferred Outflows and Inflows of Resources Related to OPEB - continued

Actuarial Assumptions - continued

Investments consist primarily of short-term assets designed to protect the principal of the plan assets. The expected rate of return on OPEB plan investments was determined using the OPEB asset allocation policy and best estimates of geometric real rates of return for each asset class.

The OPEB plan's policy in regard to the allocation of invested plan assets is established and may be amended by the PSERS Board. Under the program, as defined in the retirement code employer contribution rates for Premium Assistance are established to provide reserves in the Health Insurance Account that are sufficient for the payment of Premium Assistance benefits for each succeeding year.

The PSERS Board's adopted asset allocation policy and best estimates of geometric real rates of return for each major asset class as of June 30, 2023 is:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Cash	100.0%	1.2%

Discount Rate

The discount rate used to measure the total OPEB liability was 4.13%. Under the plan's funding policy, contributions are structured for short-term funding of Premium Assistance. The funding policy sets contribution rates necessary to assure solvency of Premium Assistance through the third fiscal year after the actuarial valuation date. The Premium Assistance account is funded to establish reserves that are sufficient for the payment of Premium Assistance benefits for each succeeding year. Due to the short-term funding policy, the OPEB plan's fiduciary net position was not projected to be sufficient to meet projected future benefit payments, therefore the plan is considered a "pay-as-you-go" plan. A discount rate of 4.13% which represents the S&P 20-year Municipal Bond Rate at June 30, 2023, was applied to all projected benefit payments to measure the total OPEB liability.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

PSERS OPEB Plan - continued

PSERS OPEB Liability, Expense, and Deferred Outflows and Inflows of Resources Related to OPEB - continued

Sensitivity of the Charter School's Proportionate Share of the Net OPEB Liability to Changes in Healthcare Cost Trend Rates

Healthcare cost trends were applied to retirees receiving less than \$1,200 in annual Premium Assistance. As of June 30, 2023, retirees Premium Assistance benefits are not subject to future healthcare cost increases. The annual Premium Assistance reimbursement for qualifying retirees is capped at a maximum of \$1,200. As of June 30, 2023, 92,677 retirees were receiving the maximum amount allowed of \$1,200 per year. As of June 30, 2023, 522 members were receiving less than the maximum amount allowed of \$1,200 per year. The actual number of retirees receiving less than the \$1,200 per year cap is a small percentage of the total population and has a minimal impact on Healthcare Cost Trends as depicted below.

The following presents the Charter School's proportionate share of the net OPEB liability for the June 30, 2023 measurement date, calculated using current Healthcare cost trends as well as what the Charter School's proportionate share of the net OPEB liability would be if the health cost trends were one-percentage point lower or one-percentage point higher than the current rate:

	<u>1% Decrease</u>	<u>Current Trend Rate</u>	<u>1% Increase</u>
Charter School's proportionate share of the net OPEB liability	\$ 990,000	\$ 990,000	\$ 990,000

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

PSERS OPEB Plan - continued

PSERS OPEB Liability, Expense, and Deferred Outflows and Inflows of Resources Related to OPEB - continued

Sensitivity of the Charter School's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability, calculated using the discount rate of 4.13%, as well as what the net OPEB liability would be if it were calculated using a discount rate that is one-percentage point lower (3.13%) or one-percentage point higher (5.13%) than the current rate:

	1% Decrease 3.13%	Current Discount Rate 4.13%	1% Increase 5.13%
Charter School's proportionate share of the net OPEB liability	\$ 1,119,000	\$ 990,000	\$ 881,000

OPEB Plan Fiduciary Net Position

Detailed information about PSERS' fiduciary net position is available in PSERS Annual Comprehensive Financial Report which can be found on the System's website at www.psers.pa.gov.

Payables Related to the Plan

At June 30, 2024, the Charter School had an accrued balance due to PSERS of \$957,453, including balances related to pension and OPEB. This amount represents the Charter School's contractually obligated contributions for wages earned in April 2024 through June 2024.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

Charter School OPEB Plan

General Information About the Charter School OPEB Plan

Plan Description

21st Century Cyber Charter School administers a single-employer defined benefit healthcare plan (the OPEB Plan). The Charter School OPEB Plan provides medical, prescription drug, dental, vision, and life insurance for eligible retirees through the Charter School's health insurance plan, which covers both active and retired members. Benefit provisions are established by the Charter School. The OPEB Plan does not issue a publicly available financial report and no assets are accumulated in a trust that meets the criteria in Governmental Accounting Standards Board Statement No. 75 to pay related benefits.

Benefits Provided

The Charter School classifies employees in the following categories: CEO/Director, Administrators, and Project Staffing. Contribution requirements are established by the Charter School. Below is a summary of the postemployment benefits provided to each of these groups:

CEO/Director

<i>ELIGIBILITY</i>	<i>COVERAGE AND PREMIUM SHARING</i>	<i>DURATION</i>
Act 110/43 requirements of PSERS Retirement with 10 years of service with 21CCCS	<u>Coverage</u> Medical, Prescription Drug, Dental, and Vision Insurance <u>Premium Sharing</u> The School will pay the full premium for medical, prescription drug, vision and dental coverage for the CEO/Director and spouse. <u>Dependents</u> Spouse included	Member and spouse coverage is provided until Member Medicare Age.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

Charter School OPEB Plan - continued

General Information About the Charter School OPEB Plan - continued

Benefits Provided - continued

Administrators

<i>ELIGIBILITY</i>	<i>COVERAGE AND PREMIUM SHARING</i>	<i>DURATION</i>
Act 110/43 requirements or PSERS Retirement with 10 to 19 years of service with 21CCCS	<u>Coverage</u> Medical, Prescription Drug, Dental, Vision, and Life Insurance <u>Premium Sharing</u> The maximum life insurance provided to a retiree is 2.5 times annual base salary prior to retirement up to a maximum coverage amount of \$350,000. The Charter School will pay ½ the cost of premium for the group term life insurance. If the Retiree is eligible for PSERS retirement with at least 10 years of service with the Charter School, the Charter School will provide a subsidy for one year of medical, prescription drug, dental and vision coverage for every 2 years of service with the school, up to a maximum of 7 years. Retiree will provide payment equal to the premium determined for the purpose of COBRA for dental and vision coverage. For medical and prescription drug premiums, the Charter School's contribution level will be the same dollar amount contributed in the retiree's last year of employment. Retiree must pay the active employee cost share amount at retirement as well as any increases in premium. <u>Dependents</u> Spouse and Family included	Member coverage is provided until the later of a) the expiration of the Charter School's subsidy or b) Member Medicare age. Spousal coverage is provided until the later of a) expiration of the Charter School's subsidy or b) earlier of Member Medicare age or Spouse Medicare age. Life insurance is provided until the member age 65.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

Charter School OPEB Plan - continued

General Information About the Charter School OPEB Plan - continued

Benefits Provided - continued

Administrators - continued

<i>ELIGIBILITY</i>	<i>COVERAGE AND PREMIUM SHARING</i>	<i>DURATION</i>
Act 110/43 requirements or PSERS Retirement with 20 or more years of service with 21CCCS	<u>Coverage</u> Medical, Prescription Drug, Dental, Vision, and Life Insurance <u>Premium Sharing</u> The maximum life insurance provided to a retiree is 2.5 times annual base salary prior to retirement up to a maximum coverage amount of \$350,000. The Charter School will pay ½ the cost of premium for the group term life insurance. If the Retiree is eligible for PSERS retirement with at least 10 years of service with the Charter School, the Charter School will provide a subsidy for one year of medical, prescription drug, dental and vision coverage for every 2 years of service with the school, up to a maximum of 7 years. Retiree will provide payment equal to the premium determined for the purpose of COBRA for dental and vision coverage. For medical and prescription drug premiums, the Retiree must pay the greater of the PSERS Supplement or the active employee cost share amount. Upon the expiration of the subsidy, if the Retiree qualifies for Act 110/43, the Retiree may continue coverage by providing payment equal to the premium determined for the purpose of COBRA until Medicare age. If the Retiree does not qualify for Act 110/43 upon the expiration of the subsidy, the Retiree cannot continue coverage. If a retiree does not qualify for the Charter School subsidy but qualifies for Act 110/43, the Retiree may continue coverage until Medicare age by paying the COBRA premium. <u>Dependents</u> Spouse and Family included	Member coverage is provided until the later of a) the expiration of the Charter School's subsidy or b) Member Medicare age. Spousal coverage is provided until the later of a) expiration of the Charter School's subsidy or b) earlier of Member Medicare age or Spouse Medicare age. Life insurance is provided until the member age 65.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

Charter School OPEB Plan - continued

General Information About the Charter School OPEB Plan - continued

Benefits Provided - continued

Project Staffing

<i>ELIGIBILITY</i>	<i>COVERAGE AND PREMIUM SHARING</i>	<i>DURATION</i>
Act 110/43 requirements or 20 years of service with 21CCCS	Act 110/43	Act 110/43

Act 110/43 Eligibility: All employees are eligible for this benefit upon retirement with 30 years of PSERS service or upon superannuation retirement.

Act 110/43 Coverage and Premium Sharing: Retired employees are allowed to continue coverage for themselves and their dependents in the employer's group health plan until the retired employee reaches Medicare age. In order to obtain coverage, retired employees must provide payment equal to the premium determined for the purpose of COBRA.

PSERS Supplement: A retiree may receive a \$100 monthly medical reimbursement from PSERS if he or she meets one of the following qualifications at retirement:

- 1) 24.5 years of PSERS service.
- 2) Upon superannuation retirement with at least 15 years of PSERS service.

PSERS Retirement:

- 1) Pension Class T-C or T-D: An employee is eligible for PSERS retirement if he (or she) is eligible for either: a) PSERS early retirement while under 62 with 5 years of PSERS service or b) PSERS superannuation retirement upon reaching age 60 with 30 years of PSERS service, age 62 with 1 year of PSERS service, or 35 years of PSERS service regardless of age. In general, these pension classes apply to individuals who were members of PSERS prior to July 1, 2011.
- 2) Pension Class T-E or T-F: An employee is eligible for PSERS retirement if he (or she) is eligible for either: a) PSERS early retirement while under 65 with 10 years of PSERS service or b) PSERS superannuation retirement upon reaching age 65 with 3 years of PSERS service or upon attainment of a total combination of age plus service equal to or greater than 92 with a minimum of 35 years of PSERS service. In general, these pension classes apply to individuals who became members of PSERS on or after July 1, 2011 and prior to July 1, 2019.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

Charter School OPEB Plan - continued

General Information About the Charter School OPEB Plan - continued

Benefits Provided - continued

PSERS Retirement - continued:

- 3) Pension Class T-G: An employee is eligible for PSERS retirement if he (or she) is eligible for either: a) PSERS early retirement while under 67 with 10 years of PSERS service or b) PSERS superannuation retirement upon reaching age 67 with 3 years of PSERS service or upon attainment of a total combination of age plus service equal to or greater than 97 with a minimum of 35 years of PSERS service. In general, this pension class applies to individuals who became members of PSERS on or after July 1, 2019.
- 4) Pension Class T-H: An employee is eligible for PSERS retirement if he (or she) is eligible for either: a) PSERS early retirement while under 67 with 10 years of PSERS service or b) PSERS superannuation retirement upon reaching age 67 with 3 years of PSERS. In general, this pension class applies to individuals who became members of PSERS on or after July 1, 2019.
- 5) All individuals except those in Pension Class T-G are eligible for a special early retirement upon reaching age 55 with 25 years of PSERS service. Individuals in Pension Class T-G are eligible for a special early retirement upon reaching age 57 with 25 years of PSERS service.

Coordination with Medicare: If a participant carries benefits beyond Medicare eligibility, the participant will be required to enroll in Medicare and switch to the PC 65 plan. Medicare will be the primary payer.

Employees Covered by Benefit Terms

At July 1, 2022, the date of the most recent actuary valuation, the following employees were covered by the benefit terms:

Active participants	123
Vested former participants	-
Retired participants	-
Total	<u>123</u>

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

Charter School OPEB Plan - continued

OPEB Liability

Actuarial Assumptions and Other Inputs

The total OPEB liability as of July 1, 2023, was determined by rolling forward the Charter School's total OPEB liability as of July 1, 2022 to July 1, 2023, using the following actuarial assumptions and other inputs applied to all periods included in the measurement, unless otherwise specified:

- Actuarial cost method - Entry Age Normal.
- Salary increases - 2.50% cost of living adjustment, 1.5% real wage growth, and for teachers and administrators a merit increase which varies by age from 2.75% to 0%.
- Discount rate - 4.13% - based on the Standard & Poor's Municipal Bond 20 Year High Grade Rate Index at July 1, 2023.
- Mortality rates - PubT-2010 headcount- weighted mortality table including rates for contingent survivors for teachers. PubG-2010 headcount- weighted mortality table including rates for all other employees. Incorporated into the tables are rates projected generationally using Scale MP-2021 to reflect mortality improvement.
- Healthcare cost trend rates - 7.0% in 2023 with 0.5% decrease per year until 5.5% in 2026. Rates gradually decrease from 5.4% in 2027 to 4.1% in 2075 and later based on the Society of Actuaries Long-Run Medical Cost Trend Model.
- Participation rates - 100% of administrators and 40% of project staff are assumed to elect coverage.

The actuarial assumptions were selected using input from the Charter School based on actual experience.

Changes in the Total OPEB Liability

Balance at June 30, 2023	\$ 533,422
Changes for the year:	
Service cost	93,746
Interest	25,403
Changes of assumptions or other inputs	8,132
Benefit payments	(2,739)
Net changes	<u>124,542</u>
Balance at June 30, 2024	<u>\$ 657,964</u>

Changes of assumptions or other inputs reflect the following changes: (1) the discount rate changed 4.06% to 4.13%; (2) the trend assumption was updated.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

Charter School OPEB Plan - continued

Changes in the Total OPEB Liability - continued

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the Charter School, as well as what the Charter School's total OPEB liability would be if it were calculated using a discount rate that is one-percentage point lower (3.13 %) or one-percentage point higher (5.13%) than the current discount rate:

	<u>1% Decrease (3.13%)</u>	<u>Current Discount Rate (4.13%)</u>	<u>1% Increase (5.13%)</u>
OPEB Plan - Total OPEB liability	\$ 725,441	\$ 657,964	\$ 595,859

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents total OPEB liability of the Charter School, as well as what the Charter School's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one-percentage point lower or one-percentage point higher than the current healthcare cost trend rates:

	<u>1% Decrease</u>	<u>Current Healthcare Cost Trend Rate</u>	<u>1% Increase</u>
OPEB Plan - Total OPEB liability	\$ 561,573	\$ 657,964	\$ 773,941

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 8 - OTHER POSTEMPLOYMENT BENEFIT PLANS - CONTINUED

Charter School OPEB Plan - continued

OPEB Expense and Deferred Outflows and Inflows of Resources Related to OPEB

For the year ended June 30, 2024, the Charter School recognized OPEB expense of \$91,492. At June 30, 2024, the Charter School reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ -	\$ 297,192
Changes of assumptions	97,034	240,533
Benefit payments subsequent to the measurement date	5,888	-
	<u>\$ 102,922</u>	<u>\$ 537,725</u>

The \$5,888 reported as deferred outflows of resources related to OPEB resulting from benefit payments made subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows for the years ending June 30:

2025	\$ (27,657)
2026	(27,657)
2027	(27,657)
2028	(27,657)
2029	(27,657)
Thereafter	<u>(302,406)</u>
Total	<u>\$ (440,691)</u>

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 9 - RISK MANAGEMENT

The Charter School is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; error and omissions; injuries to employees; and natural disasters. Significant losses are covered by commercial insurance for all major programs except for unemployment compensation, for which the Charter School retains risk of loss. For insured programs, there were no significant reductions in insurance coverages for the 2023/2024 school year. Settlement amounts have not exceeded insurance coverage for the current year and three prior years.

The Charter School is involved in various lawsuits that arise in the normal course of business. Although the outcome of these lawsuits is not presently determinable, in the opinion of management, the resolution of these matters will not have a material adverse effect on the financial condition of the Charter School.

NOTE 10 - FUND BALANCE

Details of the Charter School's governmental fund balance reporting and policy can be found in Note 1, *Summary of Significant Accounting Policies*. Fund balance classifications for the year ended June 30, 2024, were as follows:

Nonspendable:	
Prepaid expenditures	\$ 239,096
Committed:	
Future capital projects	2,451,352
Technology initiatives	2,720,942
New initiatives fund	5,582,186
Program contingency fund	428,773
Assigned:	
PSERS retirement rate increases	241,661
Health insurance rate increases	131,697
Unassigned	<u>12,891,458</u>
Total fund balances	<u>\$ 24,687,165</u>

The commitments and assignments were authorized by the board of trustees' motion to set aside resources to fund the commitments noted above.

21st CENTURY CYBER CHARTER SCHOOL

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2024

NOTE 11 - NEW ACCOUNTING PRONOUNCEMENTS

The Governmental Accounting Standards Board (GASB) has issued the following standards which have not yet been implemented:

- Statement No. 101, *Compensated Absences* - The primary objective of this statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. Earlier application is encouraged.
- Statement No. 102, *Certain Risk Disclosures* - The primary objective of this statement is to provide users of government financial statements with essential information about risks related to government's vulnerabilities due to certain concentrations or constraints. The requirements of this statement are effective for fiscal years beginning after June 15, 2024, and all reporting periods thereafter.
- Statement No. 103, *Financial Reporting Model Improvements* - The primary objective of this statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. The requirements of this statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.
- Statement No. 104, *Disclosure of Certain Capital Assets* - The primary objective of this statement is to provide users of government financial statements with essential information about certain types of capital assets. This statement also requires additional disclosures for capital assets held for sale. The requirements of this statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

The Charter School has not yet completed the analysis necessary to determine the actual financial statement impact of these new pronouncements.

REQUIRED SUPPLEMENTARY INFORMATION

21ST CENTURY CYBER CHARTER SCHOOL

**BUDGETARY COMPARISON SCHEDULE FOR THE
GENERAL FUND**

For the Year Ended June 30, 2024

	Original Budget	Final Budget	Actual	Variance
REVENUES				
Local sources	\$ 22,900,243	\$ 22,900,243	\$ 22,216,803	\$ (683,440)
State sources	211,200	211,200	156,009	(55,191)
Federal sources	314,161	314,161	386,401	72,240
TOTAL REVENUES	23,425,604	23,425,604	22,759,213	(666,391)
EXPENDITURES				
INSTRUCTIONAL SERVICES:				
Regular programs - elementary/secondary	8,888,468	7,879,817	7,149,593	730,224
Special programs - elementary/secondary	3,199,709	2,062,209	1,767,788	294,421
Vocational education	227,000	104,603	16,276	88,327
Other instructional programs - elementary/secondary	294,177	204,778	163,661	41,117
Higher education programs for secondary students	31,746	31,746	21,834	9,912
TOTAL INSTRUCTIONAL SERVICES	12,641,100	10,283,153	9,119,152	1,164,001
SUPPORT SERVICES:				
Students	1,834,997	2,119,622	2,048,157	71,465
Instructional staff	2,199,367	2,209,253	2,062,349	146,904
Administration	3,142,764	3,341,340	3,127,940	213,400
Pupil health	159,439	154,726	102,975	51,751
Business services	1,036,573	970,715	878,832	91,883
Operation and maintenance of plant	1,176,486	1,212,640	827,289	385,351
Student transportation services	2,500	4,753	2,253	2,500
Central	1,463,870	3,476,920	3,447,668	29,252
TOTAL SUPPORT SERVICES	11,015,996	13,489,969	12,497,463	992,506
OPERATION OF NONINSTRUCTIONAL SERVICES:				
Student activities	172,823	133,303	67,062	66,241
Community services	-	8,122	5,562	2,560
TOTAL OPERATION OF NONINSTRUCTIONAL SERVICES	172,823	141,425	72,624	68,801
CAPITAL OUTLAY	145,000	60,372	42,547	17,825
DEBT SERVICE PAYMENTS	-	-	213,508	(213,508)
TOTAL EXPENDITURES	23,974,919	23,974,919	21,945,294	2,029,625
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(549,315)	(549,315)	813,919	1,363,234
OTHER FINANCING SOURCES				
Proceeds from sale of capital assets	-	-	71,834	71,834
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (549,315)	\$ (549,315)	885,753	\$ 1,435,068
FUND BALANCE - BEGINNING OF YEAR			23,801,412	
FUND BALANCE - END OF YEAR			\$ 24,687,165	

See note to required supplementary information.

21st CENTURY CYBER CHARTER SCHOOL

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2024

BUDGETARY DATA

The budget for the general fund is adopted on the modified accrual basis of accounting which is consistent with generally accepted accounting principles.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts in the PDE 2028 when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all 2023/2024 budget transfers.

Excess of Expenditures Over Appropriations in Individual Funds

No individual governmental fund required to have a legally adopted budget had an excess of expenditures over appropriations.

Budgetary Compliance

The Charter School's only legally adopted budget is for the General Fund. All budgetary transfers were made within the last nine months of the fiscal year. The Charter School cancels all purchase orders open at year end; therefore, it does not have any outstanding encumbrances at June 30, 2024. In addition, the Charter School includes a portion of the prior year's fund balance represented by unappropriated liquid assets remaining in the fund as budgeted revenue in the succeeding year. The results of operations on a GAAP basis do not recognize the fund balance allocation as revenue as it represents prior period's excess of revenues over expenditures.

21st CENTURY CYBER CHARTER SCHOOL

**SCHEDULE OF THE CHARTER SCHOOL'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
AND RELATED RATIOS - PENSION PLAN**

LAST TEN FISCAL YEARS

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Charter School's proportion of the collective net pension liability	0.0548%	0.0629%	0.0647%	0.0561%	0.0523%	0.0474%	0.0388%	0.0313%	0.0296%	0.0309%
Charter School's proportionate share of the collective net pension liability	\$ 24,379,000	\$ 27,965,000	\$ 26,564,000	\$ 27,623,000	\$ 24,467,000	\$ 22,754,000	\$ 19,163,000	\$ 15,511,000	\$ 12,822,000	\$ 12,230,000
Charter School's covered payroll	\$ 8,387,838	\$ 9,258,695	\$ 9,178,274	\$ 7,853,279	\$ 7,218,830	\$ 6,383,878	\$ 5,170,698	\$ 4,059,874	\$ 3,803,141	\$ 3,937,654
Charter School's proportionate share of the net pension liability as a percentage of its covered payroll	290.65%	302.04%	289.42%	351.74%	338.93%	356.43%	370.61%	382.06%	337.14%	310.59%
Plan fiduciary net position as a percentage of the total pension liability	61.85%	61.34%	63.67%	54.32%	55.66%	54.00%	51.84%	50.14%	54.36%	57.24%

The Charter School's covered payroll noted above is as of the measurement date of the net pension liability, which is one year prior to the fiscal year end.

NOTES TO SCHEDULE

Changes in benefit terms

With the passage of Act 5 on June 12, 2017, class T-E & T-F members are now permitted to elect a lump sum payment of member contributions upon retirement.

Changes in assumptions used in measurement of the Total Pension Liability beginning June 30, 2021

- The Discount Rate decreased from 7.25% to 7.00%. The inflation assumption was decreased from 2.75% to 2.50%. Payroll growth assumption decreased from 3.50% to 3.25%.
- Salary growth changed from an effective average of 5.00%, which was comprised of inflation of 2.75%, real wage growth and for merit or seniority increases of 2.25%, to an effective average of 4.50%, comprised of inflation of 2.50% and 2.00% for real wage growth and for merit or seniority increases.
- Mortality rates were modified from the RP-2014 Mortality Tables for Males and Females to a blended table based on 50% PubT-2010 Employee (Total Teacher dataset) and 50% PubG-2010 (Total General Employees data), adjusted to reflect PSERS' experience and projected using a modified version MP-2020.
- For disabled annuitants the rates were modified from the RP-2014 Mortality Tables for Males and Females to Pub-2010 Disability Mortality Non-Safety Headcount Weighted table, adjusted to reflect PSERS' experience and projected using a modified version of the MP-2020.

Changes in assumptions used in measurement of the Total Pension Liability beginning June 30, 2016

- The Investment Rate of Return was adjusted from 7.50% to 7.25%. The inflation assumption was decreased from 3.00% to 2.75%.
- Salary growth changed from an effective average of 5.50%, which was comprised of inflation of 3.00%, real wage growth and for merit or seniority increases of 2.50%, to an effective average of 5.00%, comprised of inflation of 2.75% and 2.25% for real wage growth and for merit or seniority increases.
- Mortality rates were modified from the RP-2000 Combined Healthy Annuitant Tables (male and female) with age set back 3 years for both males and females to the RP-2014 Mortality Tables for Males and Females, adjusted to reflect PSERS' experience and projected using a modified version of the MP-2015 Mortality Improvement Scale. For disabled annuitants the RP-2000 Combined Disabled Tables (male and female) with age set back 7 years for males and 3 years for females to the RP-2014 Mortality Tables for Males and Females, adjusted to reflect PSERS' experience and projected using a modified version of the MP-2015 Mortality Improvement Scale.

21ST CENTURY CYBER CHARTER SCHOOL

SCHEDULE OF CHARTER SCHOOL CONTRIBUTIONS - PENSION PLAN

LAST TEN FISCAL YEARS

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution	\$ 2,979,862	\$ 2,860,610	\$ 3,156,161	\$ 3,122,173	\$ 2,639,914	\$ 2,367,496	\$ 2,042,783	\$ 1,521,325	\$ 1,040,962	\$ 824,109
Contributions in relation to the contractually required contribution	<u>2,979,862</u>	<u>2,860,610</u>	<u>3,156,161</u>	<u>3,122,173</u>	<u>2,639,914</u>	<u>2,367,496</u>	<u>2,042,783</u>	<u>1,521,325</u>	<u>1,040,962</u>	<u>824,109</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Charter School's covered payroll	<u>\$ 8,861,502</u>	<u>\$ 8,387,838</u>	<u>\$ 9,258,695</u>	<u>\$ 9,178,274</u>	<u>\$ 7,853,279</u>	<u>\$ 7,218,830</u>	<u>\$ 6,383,878</u>	<u>\$ 5,170,698</u>	<u>\$ 4,059,874</u>	<u>\$ 3,803,141</u>
Contributions as a percentage of covered payroll	33.63%	34.10%	34.09%	34.02%	33.62%	32.80%	32.00%	29.42%	25.64%	21.67%

21ST CENTURY CYBER CHARTER SCHOOL

**SCHEDULE OF THE CHARTER SCHOOL'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY
AND RELATED RATIOS - PSERS OPEB PLAN**

LAST TEN FISCAL YEARS

	2024	2023	2022	2021	2020	2019	2018	2017
Charter School's proportion of the collective net PSERS OPEB liability	0.0547%	0.0630%	0.0647%	0.0560%	0.0523%	0.0474%	0.0388%	0.0313%
Charter School's proportionate share of the collective net PSERS OPEB liability	\$ 990,000	\$ 1,160,000	\$ 1,534,000	\$ 1,210,000	\$ 1,112,000	\$ 988,000	\$ 791,000	\$ 674,000
Charter School's covered payroll	\$ 8,387,838	\$ 9,258,695	\$ 9,178,274	\$ 7,853,279	\$ 7,218,830	\$ 6,383,878	\$ 5,170,698	\$ 4,059,874
Charter School's proportionate share of the net PSERS OPEB liability as a percentage of its covered payroll	11.80%	12.53%	16.71%	15.41%	15.40%	15.48%	15.30%	16.60%
Plan fiduciary net position as a percentage of the total PSERS OPEB liability	7.22%	6.86%	5.30%	5.69%	5.56%	5.56%	5.73%	5.47%

The Charter School's covered payroll noted above is as of the measurement date of the net PSERS OPEB liability, which is one year prior to the fiscal year end.

NOTES TO SCHEDULE

Changes in benefit terms

None.

Changes in assumptions used in measurement of the Total OPEB Liability beginning June 30, 2021

- The inflation assumption was decreased from 2.75% to 2.50%. Payroll growth assumption decreased from 3.50% to 3.25%.
- Salary growth changed from an effective average of 5.00%, which was comprised of inflation of 2.75%, real wage growth and for merit or seniority increases of 2.25%, to an effective average of 4.50%, comprised of inflation of 2.50% and 2.00% for real wage growth and for merit or seniority increases.
- Mortality rates were modified from the RP-2014 Mortality Tables for Males and Females to a blended table based on 50% PubT-2010 Employee (Total Teacher dataset) and 50% PubG-2010 (Total General Employees data), adjusted to reflect PSERS' experience and projected using a modified version MP-2020.
- For disabled annuitants the rates were modified from the RP-2014 Mortality Tables for Males and Females to Pub-2010 Disability Mortality Non-Safety Headcount Weighted table, adjusted to reflect PSERS' experience and projected using a modified version of the MP-2020.

Changes in assumptions used in measurement of the Total OPEB liability beginning June 30, 2016

- Salary growth changed from an effective average of 5.50%, which was comprised of inflation of 3.00%, real wage growth and for merit or seniority increases of 2.50%, to an effective average of 5.00%, comprised of inflation of 2.75% and 2.25% for real wage growth and for merit or seniority increases.
- Mortality rates were modified from the RP-2000 Combined Healthy Annuitant Tables (male and female) with age set back 3 years for both males and females to the RP-2014 Mortality Tables for Males and Females, adjusted to reflect PSERS' experience and projected using a modified version of the MP-2015 Mortality Improvement Scale. For disabled annuitants the RP-2000 Combined Disabled Tables (male and female) with age set back 7 years for males and 3 years for females to the RP-2014 Mortality Tables for Males and Females, adjusted to reflect PSERS' experience and projected using a modified version of the MP-2015 Mortality Improvement Scale.

For each year presented, the discount rate is updated using the S&P 20-year Municipal Bond Rate.

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for only those years available is shown.

21ST CENTURY CYBER CHARTER SCHOOL

SCHEDULE OF CHARTER SCHOOL CONTRIBUTIONS - PSERS OPEB PLAN

LAST TEN FISCAL YEARS

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution	\$ 57,633	\$ 62,533	\$ 74,826	\$ 76,401	\$ 66,473	\$ 60,277	\$ 53,419	\$ 43,243	\$ 34,976	\$ 36,180
Contributions in relation to the contractually required contribution	<u>57,633</u>	<u>62,533</u>	<u>74,826</u>	<u>76,401</u>	<u>66,473</u>	<u>60,277</u>	<u>53,419</u>	<u>43,243</u>	<u>34,976</u>	<u>36,180</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Charter School's covered payroll	<u>\$ 8,861,502</u>	<u>\$ 8,387,838</u>	<u>\$ 9,258,695</u>	<u>\$ 9,178,274</u>	<u>\$ 7,853,279</u>	<u>\$ 7,218,830</u>	<u>\$ 6,383,878</u>	<u>\$ 5,170,698</u>	<u>\$ 4,059,874</u>	<u>\$ 3,803,141</u>
Contributions as a percentage of covered payroll	0.65%	0.75%	0.81%	0.83%	0.85%	0.83%	0.84%	0.84%	0.86%	0.95%

21ST CENTURY CYBER CHARTER SCHOOL

**SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS -
CHARTER SCHOOL OPEB PLAN**

LAST TEN FISCAL YEARS

	2024	2023	2022	2021	2020	2019	2018
Total OPEB Liability:							
Service cost	\$ 93,746	\$ 142,231	\$ 143,341	\$ 108,992	\$ 109,307	\$ 91,917	\$ 87,681
Interest	25,403	19,718	13,815	20,069	14,804	15,855	9,773
Changes of benefit terms	-	-	-	-	-	(4,651)	-
Differences between expected and actual experience	-	(131,102)	-	(112,678)	-	(125,220)	-
Changes of assumptions	8,132	(219,269)	(33,071)	96,434	(21,252)	(1,528)	16,559
Benefit payments	(2,739)	(1,658)	-	(3,716)	-	(7,737)	-
Net change in total OPEB liability	124,542	(190,080)	124,085	109,101	102,859	(31,364)	114,013
Total OPEB liability, beginning	533,422	723,502	599,417	490,316	387,457	418,821	304,808
Total OPEB liability, ending	<u>\$ 657,964</u>	<u>\$ 533,422</u>	<u>\$ 723,502</u>	<u>\$ 599,417</u>	<u>\$ 490,316</u>	<u>\$ 387,457</u>	<u>\$ 418,821</u>
Covered Employee Payroll	<u>\$ 7,787,786</u>	<u>\$ 7,787,786</u>	<u>\$ 8,744,575</u>	<u>\$ 8,744,575</u>	<u>\$ 7,304,223</u>	<u>\$ 7,304,223</u>	<u>\$ 4,834,351</u>
Total OPEB Liability as a Percentage of Covered Employee Payroll	8.45%	6.85%	8.27%	6.85%	6.71%	5.30%	8.66%

NOTES TO SCHEDULE

Changes of Benefit Terms

None.

Changes of Assumptions

Significant changes in assumptions for the July 1, 2023 measurement date are as follows:

- The discount rate changed from 4.06% to 4.13%.
- The trend assumption was updated.

Significant changes in assumptions for prior measurement dates are as follows:

- The discount rate was updated each year based on the S&P Municipal Bond 20-year High Grade Index
- The healthcare cost trend assumption was updated each year

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for only those years available is shown.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

**To the Board of Trustees
21st Century Cyber Charter School
West Chester, Pennsylvania**

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of 21st Century Cyber Charter School, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise 21st Century Cyber Charter School's basic financial statements and have issued our report thereon dated February 11, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered 21st Century Cyber Charter School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of 21st Century Cyber Charter School's internal control. Accordingly, we do not express an opinion on the effectiveness of 21st Century Cyber Charter School's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and responses as item 2024-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether 21st Century Cyber Charter School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

21st Century Cyber Charter School's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on 21st Century Cyber Charter School's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. 21st Century Cyber Charter School's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Herbein + Company, Inc.

**Reading, Pennsylvania
February 11, 2025**

21st CENTURY CYBER CHARTER SCHOOL

SCHEDULE OF FINDINGS AND RESPONSES

For the Year Ended June 30, 2024

2024-001: MATERIAL ADJUSTMENTS POSTED AS A RESULT OF THE AUDIT - MATERIAL WEAKNESS

Criteria

AU-C Section 265 indicates that the "Identification by the auditor of a material misstatement of the financial statements under audit in circumstances that indicate that the misstatement would not have been detected and corrected by the entity's internal control" should be considered a material weakness in internal controls.

Condition

Material adjustments were proposed during the audit to adjust grant receivables and revenue, increasing grant receivables by approximately \$492,000 for grant revenue earned but not received before year end and increasing accounts payable by approximately \$248,000 for unspent grant funds received that will be returned after year end.

Cause

Turnover in the Director of Business position during the year, along with grant carryovers, led to material misstatements in grant revenue and receivables at year end. Subsequent to year-end, when detected by the audit, management reconciled grant expenditures to reports submitted in order to properly record grant revenue and receivables.

Effect

Grant revenue and receivables were materially misstated at year-end. Adjustments were posted during the audit to bring accounts receivable and grant revenue into compliance with reporting under U.S. generally accepted accounting principles.

Recommendation

We recommend that the Charter School review current procedures for recording grant revenue. At year-end, grant activity should be reconciled so that appropriate receivables can be recorded timely.

Management Response

We acknowledge the audit finding and appreciate the auditor's thorough review of our 2023-2024 financial activities. We recognize the importance of maintaining strong internal controls and accurate financial reporting, particularly regarding grant revenue and receivables. Two factors that heavily contributed to this finding include administrative turnover and timing of funding.

The Business Administrator position was vacant beginning in January 2024 and was filled in May of 2024. The turnover in the Business Administrator position contributed to a lack of continuity and oversight during this time. 2022-2023 grant funds were not awarded until May 2023, leaving just more than a month to expend the funds prior to receiving 2023-2024 grant funds.

To address the finding, we have already taken proactive steps to improve our internal processes and prevent similar issues in the future. We have enhanced our internal controls to ensure more accurate tracking of grants, including using the "Programs" feature for the tracking of grant related expenditures and revenues. Moving forward, we will ensure that all grant activity is reviewed and reconciled on a more frequent basis, with additional oversight during the year-end process. Regarding staffing, an additional Business Office employee will be trained on grant management in the case of additional administrative turnover.

Charter School Corrective Action Verification/Compliance and Improvement Plan - Bureau of Special Education

This form is designed to serve both as a planning tool and as verification of completion of corrective action.

Charter School: 21st Century Cyber CS

Chief Executive Officer: Dr. Matthew Flannery

Special Education Director/Coordinator: Dr. Giagnacova

BSE Special Education Adviser: Dr. Beth Marvin

Date of Report: June 12, 2024

Date Final Report Sent to LEA: May 31, 2023

Reminder: The timelines for corrective action of all non-compliance items may not exceed ONE YEAR from the Date Final Report Sent to LEA

First Visit Date: July 05, 2023

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
						Topical Area 1: Policies, Practices, and Procedures			
Y						1. FSA-ASSISTIVE TECHNOLOGY AND SERVICES Standard: The Local Education Agency (LEA) observed the requirement that the provision of assistive technology is reflected in the student's IEP			
Y						1A. FSA-HEARING AIDS Standard: Each public agency shall ensure that the hearing aids worn in school by children with hearing impairments, including deafness, are functioning properly. Each public agency must ensure that the external components of surgically implanted medical devices are functioning properly			
Y						2. FSA-POSITIVE BEHAVIOR SUPPORT Standard: LEA complies with the positive behavior support policy requirements.			
Y						3. FSA-CHILD FIND Standard: LEA demonstrates compliance with annual public notice requirements.			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
Y						4. FSA-CONFIDENTIALITY Standard The LEA is in compliance with confidentiality requirements.			
		X				5. FSA-DISPUTE RESOLUTION (DUE PROCESS HEARING DECISION IMPLEMENTATION) Standard: The LEA uses dispute resolution processes for program improvement.			
		X				8. FSA-PROCEDURAL REQUIREMENTS FOR SUSPENSION Standard: The LEA adheres to procedural requirements in suspending students with disabilities.			
Y						10. FSA-INDEPENDENT EDUCATIONAL EVALUATION Standard: The LEA documents a procedure for responding to requests made by parents for an independent educational evaluation at public expense.			
Y						11A. FSA-LEAST RESTRICTIVE ENVIRONMENT Standard: The LEA's continuum of special education services supports the availability of LRE under 34 CFR Part 300.			
	N					12. FSA-EXTENDED SCHOOL YEAR SERVICES	The LEA will provide staff professional development to ensure that the required information pertaining to Extended School Year (ESY) is included in students' IEPs and that the timelines for ESY determination are followed. Evidence of Change: The SPOC will review 10 files to determine if each student's ESY determination is individualized resulting in compliance.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	12/20/2023
Y						13. FSA-RELATED SERVICE INCLUDING PSYCHOLOGICAL COUNSELING			
Y						15. FSA-PARENT TRAINING Standard: Parent opportunities for training and information sharing address the special knowledge, skills and abilities needed to serve the unique needs of children with disabilities.			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
						INTERVIEW RESULTS (Parent)			
					4 1 0 1 1 0	P 62. My school district/charter school makes available training related to the needs of students with disabilities that I could attend. Always Sometimes Rarely Never Don't Know Does not Apply			
					4 0 1 1 1 0	P 63. My school district/charter school invites parents to trainings that are available to school staff regarding research based best practices, supplementary aids and services, differentiating instruction and modifying the general education curriculum. Always Sometimes Rarely Never Don't Know Does not Apply			
Y						18. FSA-SURROGATE PARENTS (STUDENTS REQUIRING) Standard: The LEA identifies eligible students in need of surrogate parents and recruits, selects, trains, and assigns in a timely manner.			
Y						19. FSA-PERSONNEL TRAINING Standard: In-service training appropriately and adequately prepares and trains personnel to address the special knowledge, skills, and abilities to serve the unique needs of children with disabilities, including those with low incidence disabilities, when applicable.			
						INTERVIEW RESULTS (General & Special Education Teacher)			
10	0	0				GE 88. Do you receive training regarding how to differentiate instruction and modify the curriculum in your classroom?			
9	0	1				GE 89. Do you receive training regarding how to provide positive behavior supports for students with negative behaviors?			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
7	2	1				GE 90. If you have a student with a behavioral need, have you been trained how to deescalate negative and aggressive student behavior?			
7	1	2				GE 91. Do you participate in determining the kinds of training and technical assistance needed to support students with IEPs in regular education classrooms?			
5	0	5				GE 94. If a student has AT included in his/her current IEP, have you received training in AT, and accessing AT resources?			
9	0	0				SE 124. Do you collaborate with general education teachers and administrators to recommend training needs for personnel within the LEA?			
		X				20. FSA-INTENSIVE INTERAGENCY APPROACH Standard: The LEA identifies, reports, and provides for the provision of Free Appropriate Public Education (FAPE) for all students with disabilities including those students needing intensive interagency approaches.			
Y						21. FSA-SUMMARY OF ACADEMIC AND FUNCTIONAL PERFORMANCE/PROCEDURAL SAFEGUARD REQUIREMENTS FOR GRADUATION Standard: The LEA provides Summary of Academic Achievement and Functional Performance for children whose eligibility terminates due to graduation or aging out. The LEA provides required prior written notice for graduation			
Y						21A. TRANSITION REQUIREMENTS Standard: The LEA complies with requirements for transition planning for students.			
						Topical Area 2: Delivery of Service			
Y						17. FSA-PUBLIC SCHOOL ENROLLMENT Standard: The LEA's percentage of children with disabilities served in special education is comparable to state data.			
Y						17A. FSA-PUBLIC SCHOOL ENROLLMENT			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
Y						17B. FSA-PUBLIC SCHOOL ENROLLMENT Standard: Timely provision of FAPE for students who transfer public agencies within state, and from another state.			
Y						22. FSA-DISPROPORTIONATE REPRESENTATION THAT IS THE RESULT OF INAPPROPRIATE IDENTIFICATION Standard: LEA does not demonstrate disproportionate representation of racial/ethnic groups receiving special education or by disability group.			
	N					23. FSA-EDUCATIONAL BENEFIT REVIEW Standard: The IEP meets procedural compliance and is reasonably calculated to enable the child to advance appropriately toward attaining their annual goals.	The LEA has been provided with the names of individual students for whom corrective action is required within 30 days of the date of this report.	06/30/2023 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	06/25/2023
						CLASSROOM OBSERVATIONS			
0	0	0		0		CO 1. Is the instruction provided to the student individualized as required by his/her IEP?			
0	0	0		0		CO 2. Is the instruction being provided in accordance with the goals in the student's IEP?			
0	0	0		0		CO 3. If assistive technology is included in the student's IEP and required for the activity observed, is it being used?			
0	0	0		0		CO 4. If the student is in a regular education setting, is he/she participating in the lesson taught by the general education teacher or a co-teacher?			
0	0	0		0		CO 5. If the student is in a regular education setting, is the student appropriately integrated (physically) in the class?			
0	0	0		0		CO 6. If the student's IEP contains supplementary aids and/or services, are they being delivered in the classroom setting as required?			
0	0	0		0		CO 7. Does this setting coincide with the student's IEP with regard to the extent to which the student is educated with non-disabled peers?			
						INTERVIEW RESULTS (Parent, General & Special Education Teacher)			
						P 55. My child does classroom work in a regular classroom with students without disabilities.			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
					3 3 0 0 0 1	Always Sometimes Rarely Never Don't Know Does not Apply			
					2 1 0 0 0 4	P 56. My child participates or has the opportunity to participate in school activities other than classroom work, including extra-curricular activities, with students without disabilities. Always Sometimes Rarely Never Don't Know Does not Apply			
					0 0 0 3 0 4	P 56a. My child goes on field trips, attends school functions and/or participates in extracurricular activities with their same age/grade peers who are non-disabled. Always Sometimes Rarely Never Don't Know Does not Apply			
					4 0 0 0 1 2	P 56b. There are routine opportunities for my child to interact with peers who are non-disabled that are planned and/or facilitated by school personnel. Always Sometimes Rarely Never Don't Know Does not Apply			
10	0	0				GE 70. Are you familiar with the content of this student's current IEP, including accommodations, supplementary aids and services, and annual goals?			
10	0	0				GE 71. Do you adapt and modify the general education curriculum based on the student's current IEP?			
10	0	0				GE 72. Do you have support from special education personnel to help you modify curriculum, instruction and assessment as required in the student's current IEP?			
10	0	0				GE 73. Are you and the special education personnel working collaboratively to implement this student's program?			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
10	0	0				GE 78. Are all the supplementary aids and services necessary for the student's progress in the general education class included in his/her current IEP?			
7	2	1				GE 80. Is the student making progress within the general education curriculum?			
8	1	1				GE 80a. In your opinion, is this student benefiting from participation in your general education classroom?			
0	0	2				GE 80b. If yes, in what ways? Showing mastery on several concepts. Exposed to grade level curriculum that is modified, Participates with peers. Learning! Doing well. Participates frequently, raises hand more. Showing growth in ability to ask for help. Learns grade level content.			
0	0	9				GE 80c. If no, what does this student need that he/she is not receiving in your class? Has issues that impacts progress.			
9	1	0				GE 85. Do you have sufficient time to collaborate with the special education teacher in order to meet this student's needs?			
10	0	0				GE 85a. Have you received sufficient training, technical assistance and other support to teach this student?			
0	0	10				GE 85b. If no, what training or support would assist you?			
9	1	0				GE 93. Do special education personnel work directly with you to help you reduce negative student behaviors?			
9	0	0				SE 95. Is this student participating in the general education class and curriculum with students without disabilities to the maximum extent possible?			
5	0	4				SE 95a. In the most recent IEP meeting for this student, did you discuss whether he/she could be educated in a general education classroom for the entire school day?			
1	4	4				SE 95b. In the most recent IEP meeting, did the IEP team recommend removal of this student from the general education classroom for any part of the school day?			
0	0	8				SE 95c. If yes, what reasons were discussed for recommending removal? Interactions with students.			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
0	0	8				SE 95d. If yes, how was the amount of time that this student would be removed from the general education classroom decided? IEP team decision.			
5	0	4				SE 95e. In the most recent IEP meeting, did the IEP team discuss whether this student could be educated satisfactorily in a general education classroom for the entire school day with supplementary aids and services?			
9	0	0				SE 96. Has the student been given the opportunity to participate in non-academic and extracurricular activities with children without disabilities?			
9	0	0				SE 97. Have necessary supports been offered and/or provided to enable that participation?			
8	0	1				SE 99. Are you and related services personnel working together toward meeting the measurable annual goals for this student?			
9	0	0				SE 100. Are you and general education personnel working together toward meeting the measurable annual goals for this student?			
8	0	1				SE 115. Did the IEP team have available information regarding use of the Supplementary Aids and Services ToolKit?			
9	0	0				SE 125. Do you collaborate with general education teachers to identify training needs related to the provision of supplementary aids and services to students with IEPs in the general education classroom?			
						Topical Area 3: Performance Indicators			
		X				5A. FSA-EFFECTIVE USE OF DISPUTE RESOLUTION Standard: The LEA uses dispute resolution processes for program improvement.			
	N					6. FSA-GRADUATION RATES (SPP) Standard: The graduation rate of the LEA's students with disabilities is comparable to the state graduation rate.	The LEA will submit an improvement plan to address meeting the SPP target for graduation rates. Evidence of Change: The LEA will submit the IP to the SPOC by COB 10/30/2023	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	07/17/2023

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
	N					7. FSA-DROPOUT RATES (SPP) Standard: The dropout rate of the LEA's students with disabilities is comparable to the state dropout rate.	The LEA will submit an improvement plan to address meeting the SPP target for drop out rates. Evidence of Change: The LEA will submit the IP to the SPOC by COB 10/30/2023	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	07/17/2023
		X				8A. FSA-SUSPENSION RATES Standard: The LEA's rate of suspensions and expulsions of students with disabilities is comparable to the rate of other LEAs in the state.			
	N					11. FSA-LEAST RESTRICTIVE ENVIRONMENT (SPP) Standard: Students with disabilities are provided for in the least restrictive environment	The LEA will submit an improvement plan to address meeting the SPP target for students with disabilities served inside the regular classroom less than 40% of the day. Evidence of Change: The LEA will submit the IP to the SPOC by COB 10/30/2023	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	10/26/2023
	N					16. FSA-PARTICIPATION IN PSSA AND PASA (SPP) Standard: The LEA's population of students who participate in state assessment is comparable with the state data.	The LEA will submit an improvement plan to address meeting the SPP target for participation rates (PSSA and PASA). Evidence of Change: The LEA will submit the IP to the SPOC by COB 10/30/2023	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	10/26/2023
Y						16A. FSA-LOCAL ASSESSMENT			
						Topical Area 4: Evaluation and Reevaluation Process and Content			
						CONSENT AND WAIVER REQUIREMENTS FOR EVALUATION/REEVALUATION			
						PERMISSION TO EVALUATE (File Reviews)			
1	0	9				FR 153. PTE-Consent Form is present in the student file			
1	0	9				FR 154. Demographic data			
1	0	9				FR 155. Reason(s) for referral for evaluation			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
1	0	9				FR 156. Proposed types of tests and assessments			
1	0	9				FR 157. Contact person's name and contact information			
1	0	9				FR 158. Parent signature or documentation of reasonable efforts to obtain consent			
1	0	9				FR 159. Parent has selected a consent option			
						PERMISSION TO REEVALUATE (File Reviews)			
9	0	1				FR 194. PTRE-Consent Form is present in the student file			
9	0	1				FR 195. Demographic data			
9	0	1				FR 196. Reason for reevaluation			
9	0	1				FR 197. Types of assessment tools, tests and procedures to be used			
9	0	1				FR 198. Contact person's name and contact information			
9	0	1				FR 199. Parent has selected a consent option			
9	0	1				FR 200. Parent signature or documentation of reasonable efforts to obtain consent			
						AGREEMENT TO WAIVE REEVALUATION (File Reviews)			
0	0	10				FR 201. Agreement to Waive Reevaluation is present in the student file			
0	0	10				FR 202. Waiver was completed within required timelines (3 years (2 years for any ID student or any student placed in an Approved Private School) from date of ER, prior RR, or Agreement to Waive RR)			
0	0	10				FR 203. Reason reevaluation is not necessary at this time is included			
0	0	10				FR 204. Contact person's name and contact information			
0	0	10				FR 205. Parent has selected a consent option			
0	0	10				FR 206. Parent signature			
						EVALUATION REPORT (INITIAL) (File Reviews)			
1	0	9				FR 160. ER is present in the student file			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
1	0	9				FR 161. Evaluation was completed within timelines			
1	0	9				FR 162. A copy of the ER was disseminated to parents at least 10 school days prior to meeting of the IEP team (unless this requirement is waived by parent in writing)			
1	0	9				FR 163. Demographic data			
1	0	9				FR 164. Date report was provided to parent			
1	0	9				FR 165. Reason(s) for referral			
1	0	9				FR 166. Reason(s) for referral reflect the reason(s) listed on the PTE-Consent Form			
1	0	9				FR 167. Evaluations and information provided by the parents of the student (or documentation of LEA's attempts to obtain parent input)			
1	0	9				FR 168. Teacher observations and observations by related service providers, when appropriate			
1	0	9				FR 169. Recommendations by teachers			
1	0	9				FR 170. The student's physical condition (including health, vision, hearing); social or cultural background; and adaptive behavior relevant to the student's suspected disability and potential need for special education			
1	0	9				FR 171. Assessments, including when appropriate, current classroom based assessments, aptitude and achievement tests; local and/or state assessments; behavioral assessments; vocational technical education assessment results; interests, preferences, aptitudes (for secondary transition); etc.			
1	0	9				FR 172. If an assessment is not conducted under standard conditions, description of the extent to which it varied from standard conditions (including if the assessment was given in the student's native language or other mode of communication)			
1	0	9				FR 173. Lack of appropriate instruction in reading			
1	0	9				FR 174. Lack of appropriate instruction in math			
1	0	9				FR 175. Limited English proficiency			

Y	N	NA	DK	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
1	0	9				FR 176. Present levels of academic achievement			
1	0	9				FR 177. Present levels of functional performance			
1	0	9				FR 178. Behavioral information			
1	0	9				FR 179. Conclusions			
1	0	9				FR 180. Disability Category			
1	0	9				FR 181. Recommendations for consideration by the IEP team			
1	0	9				FR 182. Evaluation Team Participants documented			
0	0	10				FR 183. For students evaluated for SLD documentation of Agree/Disagree			
0	0	10				FR 184. Documentation that the student does not achieve adequately for age, etc.			
0	0	10				FR 185. Indication of process(es) used to determine eligibility			
0	0	10				FR 186. Instructional strategies used and student-centered data collected			
0	0	10				FR 187. Educationally relevant medical findings, if any			
0	0	10				FR 188. Effects of the student's environment, culture, or economic background			
0	0	10				FR 189. Data demonstrating that regular education instruction was delivered by qualified personnel, including the ESL program, if applicable			
0	0	10				FR 190. Data based documentation of repeated assessments of achievement at reasonable intervals, which was provided to parents			
0	0	10				FR 191. Observation in the student's learning environment			
0	0	10				FR 192. Other data if needed			
0	0	10				FR 193. Statement for all 6 items indicated to support conclusions of the evaluation team			
						REEVALUATION REPORT (File Reviews)			
9	0	1				FR 207. RR is present in the student file			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
8	1	1			11%	FR 208. Reevaluation was completed within timelines (either 60 calendar days from the date of LEA receipt of signed PTRE-Consent Form, excluding summer break, or within 3 years (2 years for any ID student or any student placed in an Approved Private School) of date of ER, prior RR, or Agreement to Waive RR)	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
9	0	1				FR 209. A copy of the RR was disseminated to parents at least 10 school days prior to the meeting of the IEP team (unless this requirement was waived by a parent in writing)			
9	0	1				FR 210. Demographic data			
9	0	1				FR 211. Date IEP team reviewed existing evaluation data			
9	0	1				FR 212. Physical condition, social, or cultural background and adaptive behavior relevant to the student's need for special education			
9	0	1				FR 213. Evaluations and information provided by the parent (or documentation of LEA's attempts to obtain parent input)			
9	0	1				FR 214. Aptitude and achievement tests			
9	0	1				FR 215. Current classroom based assessments and local and/or state assessments			
9	0	1				FR 216. Observations by teacher(s) and related service provider(s) when appropriate			
9	0	1				FR 217. Teacher recommendations			
9	0	1				FR 218. Lack of appropriate instruction in reading			
9	0	1				FR 219. Lack of appropriate instruction in math			
9	0	1				FR 220. Limited English proficiency			
9	0	1				FR 221. Conclusion regarding need for additional data is indicated			
0	0	10				FR 222. Reasons additional data are not needed are included			
9	0	1				FR 223. Determination whether the child has a disability and requires special education			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
9	0	1				FR 224. Disability category(ies)			
9	0	1				FR 225. Summary of findings includes student's educational strengths and needs			
9	0	1				FR 226. Summary of findings includes present levels of academic achievement and related developmental needs, including transition needs as appropriate			
9	0	1				FR 227. Summary of findings includes recommendations for consideration by the IEP team regarding additions or modifications to the student's programs			
9	0	1				FR 228. Interpretation of additional data			
3	0	7				FR 229. Documentation that the student does not achieve adequately for age, etc.			
3	0	7				FR 230. Indication of process(es) used to determine eligibility			
3	0	7				FR 231. Instructional strategies used and student-centered data collected			
3	0	7				FR 232. Educationally relevant medical findings, if any			
3	0	7				FR 233. Effects of the student's environment, culture, or economic background			
3	0	7				FR 234. Data demonstrating that regular education instruction was delivered by qualified personnel, including the ESL program, if applicable			
3	0	7				FR 235. Data based documentation of repeated assessments of achievement at reasonable intervals, which was provided to parents			
3	0	7				FR 236. Observation in the student's learning environment			
1	0	9				FR 237. Other data if needed			
3	0	7				FR 238. Statement for all 6 items			
8	1	1			11%	FR 239. Documentation of Evaluation Team Participants	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
2	1	7			33%	FR 240. Documentation that team members Agree/Disagree	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
						INTERVIEW RESULTS (Parent & Special Education Teacher)			
7	0	0	0			P 24. Have you been asked to provide information for your child's evaluation/reevaluation?			
6	0	1	0			P 25. Were you given the opportunity to provide this information in writing or in another way that worked for you?			
6	0	1	0			P 26. Was the information you provided to the school for your child's evaluation considered in your child's Evaluation Report?			
2	0	5	0			P 27. If your child was not reevaluated when required (every 2 years for children with intellectual disability (consent retardation), or any child placed in an Approved Private School, and every 3 years for children with other disabilities) did you agree in writing to waive the reevaluation?			
0	7	0	0			P 51. Have you requested an Independent Educational Evaluation (IEE) for your child to be paid for by the school?			
0	0	7	0			P 52. If you have obtained an IEE for your child, were the results of that evaluation considered by the team?			
0	0	7	0			P 53. Were the results of the IEE included in the school's Evaluation Report for your child?			
3	0	6				SE 119. If this student is not making progress, has he/she been reevaluated and/or has the IEP been reviewed?			
						Topical Area 5: IEP Process and Content			
						INVITATION TO PARTICIPATE IN IEP TEAM OR OTHER MEETING (File Reviews)			
10	0	0				FR 241. Invitation is present in the student file			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
9	1	0			10%	FR 242. Invitation to Participate in the IEP Meeting was issued prior to the meeting (or documentation that parent signed waiver to move directly to IEP meeting)	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
10	0	0				FR 243. Demographic data			
10	0	0				FR 244. Purpose(s) of the meeting			
8	1	1			11%	FR 245. Transition planning and services – Invitation to parents is checked (age 14, younger if determined appropriate)	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
6	0	4				FR 246. Transition planning and services - if appropriate, evidence that a representative of any participating agency was invited to the IEP team meeting with the prior consent of the parent or student			
8	1	1			11%	FR 247. Transition planning and services – Invitation to student is checked (age 14, or younger if determined appropriate)	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
10	0	0				FR 248. Invited IEP team members			
10	0	0				FR 249. Date/time/location of meeting			
10	0	0				FR 250. Parent response, or documentation of parent attendance at the meeting, or documentation of multiple efforts to encourage participation			
						PARENT CONSENT TO EXCUSE MEMBERS FROM ATTENDING IEP TEAM MEETING (File Reviews)			
2	0	8				FR 251. Parent Consent to Excuse Members from Attending the IEP Team Meeting is present in the student file			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
2	0	8				FR 252. Demographic data			
2	0	8				FR 253. Form designates required IEP team member(s) for whom attendance is not necessary			
2	0	8				FR 254. Form designates which members will submit written input prior to the meeting			
2	0	8				FR 255. Parent written consent is documented			
					2 0 0	FR 256. The team members excused: a. General Education Teacher b. Special Education Teacher c. Local Education Agency Representative			
						IEP CONTENT (File Reviews)			
10	0	0				FR 257. IEP is present in the student file			
9	1	0			10%	FR 258. IEP was completed within timelines	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
10	0	0				FR 259. Demographic data			
10	0	0				FR 260. IEP implementation date			
10	0	0				FR 261. Anticipated duration of services and programs			
3	0	7				FR 262. If appropriate, LEA and parent agreement to make changes to IEP without convening an IEP meeting			
						DOCUMENTATION OF IEP TEAM PARTICIPATION (File Reviews)			
10	0	0				FR 263. Parents			
9	0	1				FR 264. Student			
10	0	0				FR 265. General Education Teacher			
10	0	0				FR 266. Special Education Teacher			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
10	0	0				FR 267. Local Education Agency Representative			
1	0	9				FR 270. Community Agency Representative			
0	0	10				FR 271. Teacher of the Gifted			
2	0	8				FR 272. Written input provided by IEP team member(s) excused from participating in the IEP meeting if the invitation stated they were to provide written input			
10	0	0				FR 273. Copy of Procedural Safeguards Notice was given to parent during the school year			
						SPECIAL CONSIDERATIONS (File Reviews)			
0	0	10				FR 274. If the student is blind or visually impaired, a description of the instruction in Braille and the use of Braille, unless the IEP team determines that such instruction is not appropriate			
0	0	10				FR 275. If the student is deaf or hard of hearing, a communication plan			
0	0	10				FR 276. If the student has communication needs, needs must be addressed in the IEP			
0	0	10				FR 277. If the student requires assistive technology devices and/or services, needs must be addressed in the IEP			
0	0	10				FR 278. If the student has limited English proficiency, the IEP team must consider English as Second Language for provision of FAPE			
1	1	8			50%	FR 279. If the student has behaviors that impede his/her learning or that of others, the IEP includes a Positive Behavior Support Plan based on a functional assessment of behavior utilizing positive behavior techniques	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
0	0	10				FR 280. If the student has other special considerations, these are addressed in the IEP			
						PRESENT LEVELS OF ACADEMIC ACHIEVEMENT AND FUNCTIONAL PERFORMANCE (File Reviews)			
10	0	0				FR 281. Student's present levels of academic achievement			
10	0	0				FR 282. Student's present levels of functional performance			

Y	N	NA	DK	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
9	0	1				FR 283. Present levels related to current postsecondary transition goals (if student is 14, or younger if determined by IEP team)			
10	0	0				FR 284. Parental concerns for enhancing the education of the student (if provided by parent to the LEA)			
10	0	0				FR 285. How the student's disability affects involvement and progress in the general education curriculum			
10	0	0				FR 286. Strengths			
10	0	0				FR 287. Academic, developmental, and functional needs related to student's disability			
						TRANSITION SERVICES (File Reviews)			
9	0	1				FR 289. Evidence that the measurable postsecondary goal(s) were based on age appropriate transition assessment			
9	0	1				FR 290. An appropriate measurable postsecondary goal or goals that covers education or training, employment, and, as needed, independent living			
9	0	1				FR 291. Evidence that the postsecondary goal or goals that covers education or training, employment, and, as needed, independent living are updated annually			
9	0	1				FR 292. Location, Frequency, Projected Beginning Date, Anticipated Duration, and Person(s)/Agency Responsible for Activity/Service			
9	0	1				FR 292a. Transition services include courses of study that will reasonably enable the student to meet his/her postsecondary goal(s)			
9	0	1				FR 292b. Transition services in the IEP that will reasonably enable the student to meet his/her postsecondary goal(s)			
9	0	1				FR 292c. Annual goals are related to the student's transition services			
						PARTICIPATION IN STATE AND LOCAL ASSESSMENTS (File Review)			
10	0	0				FR 293. Documentation of IEP team decision regarding participation in statewide assessments (PSSA/Keystone Exams, ACCESS for ELLS, Alternate ACCESS for ELLS or PASA)			
8	0	2				FR 294. If the student will participate in the PSSA, documentation of IEP team decision regarding participation with or without accommodations			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
4	0	6				FR 295. If the student will participate in the PASA, an explanation of why the student cannot participate in the PSSA/Keystone Exams			
4	0	6				FR 296. If the student will participate in the PASA, explanation of why PASA is appropriate			
4	0	6				FR 297. If the student will participate in the PASA, how student's performance will be documented			
10	0	0				FR 298. Indication of IEP team decision regarding participation in local assessments (local or alternate local)			
10	0	0				FR 299. If the student will participate in local assessments, indication of IEP team decision regarding participation with or without accommodations			
3	0	7				FR 300. If the IEP indicates the student will participate in an alternate local assessment, explanation of why the student cannot participate in the regular assessment			
3	0	7				FR 301. If the student will participate in an alternate local assessment, explanation of why the alternate assessment is appropriate			
						ANNUAL GOALS AND OBJECTIVES (INCLUDING ACADEMIC AND FUNCTIONAL GOALS) (File Reviews)			
9	0	1				FR 302. Measurable Annual Goals			
10	0	0				FR 303. Description of how student progress toward meeting goals will be measured			
10	0	0				FR 304. Description of when periodic reports on progress will be provided to parents			
10	0	0				FR 305. Documentation of progress reporting on Annual Goals			
4	0	6				FR 306. Short Term Objectives			
						SPECIAL EDUCATION/RELATED SERVICES/SUPPLEMENTARY AIDS AND SERVICES/PROGRAMS MODIFICATIONS (File Reviews)			
10	0	0				FR 307. Program Modifications and Specially-Designed Instruction			
10	0	0				FR 308. If the student's most recent Evaluation Report contained recommendations for modifications and accommodations, did the IEP team address those recommendations in development of this IEP			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
10	0	0				FR 309. If Program Modifications and Specially Designed Instruction are included on the IEP, the location, frequency, projected beginning date and anticipated duration of services			
0	0	10				FR 310. If a student attends a Career or Vocational Technical School, evidence that the specially designed instruction addresses the student's needs in Career and Vocational Technical School			
7	0	3				FR 311. If Related Services are included on the IEP, the location, frequency, projected beginning date and anticipated duration of services			
7	0	3				FR 312. If the student's most recent Evaluation Report contained recommendations for the provision of related services, including psychological counseling, did the IEP team address those recommendations in development of this IEP			
10	0	0				FR 313. If Supports for school personnel are included on the IEP, the personnel to receive support, support, location, frequency, projected beginning date and anticipated duration of services			
9	0	1				FR 314. If the student's most recent Evaluation Report contained recommendations for program modifications or supports for school personnel provided for the student, did the IEP team address those recommendations in development of this IEP			
0	0	10				FR 315. Support services, if the student is identified as gifted and also is identified as a student with a disability			
10	0	0				FR 316. A conclusion regarding student eligibility for ESY			
9	1	0			10%	FR 317. Information or data reviewed by the IEP team to support the ESY eligibility determination	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
5	1	4			17%	FR 318. Where ESY services were deemed appropriate, annual goals and when appropriate, short term objectives that are to be addressed in the child's ESY program	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
3	1	6			25%	FR 319. Where ESY was determined to be appropriate, ESY service to be provided, location, frequency, projected beginning date and anticipated duration of services	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
						EDUCATIONAL PLACEMENT (File Reviews)			
10	0	0				FR 320. Explanation of the extent, if any, to which the student will not participate with students without disabilities in the regular education class			
10	0	0				FR 321. Explanation of the extent, if any, to which the student will not participate with students without disabilities in the general education curriculum			
10	0	0				FR 322. Type of support, by amount (itinerant, supplemental, full-time)			
10	0	0				FR 323. Type of special education supports, e.g. autistic support, emotional support, learning support, etc.			
10	0	0				FR 324. Location of student's program (name of LEA where the IEP will be implemented)			
10	0	0				FR 325. Location of student's program (name of School Building where the IEP will be implemented)			
3	0	7				FR 326. If child will not be attending his/her neighborhood school, reason why not			
						PENNDATA REPORTING FOR EDUCATIONAL ENVIRONMENT (File Reviews)			
10	0	0				FR 327. Completed Section A or Section B			
						IEP DEVELOPMENT			
						INTERVIEW RESULTS (Parent & General Education Teacher)			
7	0	0	0			P 28. Were you invited to participate in your child's most recent IEP team meeting?			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
7	0	0	0			P 29. Did you participate in developing the current IEP for your child?			
7	0	0	0			P 30. Was the meeting held at a time and location that was convenient for you?			
4	0	3	0			P 31. If you were unable to participate in person, did the school offer other arrangements for you to participate by phone or through other methods?			
7	0	0	0			P 32. Was the input you provided considered in the development of your child's current IEP?			
5	1	0	1			P 32a. Have you received sufficient training, technical assistance and other support to participate as an IEP team member?			
0	0	6	0			P 32b. If no, what training or support would assist you? Understand the language better.			
6	0	1	0			P 33. Were the services you requested for your child considered by the IEP team in the development of your child's current IEP?			
7	0	0	0			P 35. Was the current IEP developed at the IEP meeting?			
7	0	0	0			P 36. If there was a draft IEP developed prior to the IEP meeting were you provided a copy of the draft either before or at the meeting?			
7	0	0	0			P 37. Were the special education teacher, the general education teacher and the school representative at the IEP meeting?			
0	0	7	0			P 38. If required IEP team members (special education teacher, general education teacher, or LEA) did not attend the meeting, did you agree in writing to them not being there?			
0	0	7	0			P 39. Was written input from the excused IEP team member(s) available to you before the meeting?			
		7	0			P 65. If you did not participate in your child's IEP meeting, what kept you from participating?			
4	0	6				GE 74. Did you attend the most recent IEP meeting for this student or have the opportunity to provide input?			
2	1	7				GE 75. Did you recommend any needed supports to implement the current IEP for this student?			
2	0	8				GE 76. Were those recommendations considered by the IEP team?			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
10	0	0				GE 86. When a student with a disability is included in your class do you have the opportunity to provide information to the IEP team?			
3	4	3				GE 87. Do you provide progress monitoring data as part of the IEP development process?			
						IEP CONTENT			
						INTERVIEW RESULTS (Parent, General & Special Education Teacher)			
7	0	0	0			P 40. Did the IEP team consider the recommendations that were made in your child's most recent evaluation, including all recommendations that were made by the evaluation team for special education, related services, and supports for school personnel?			
6	0	0	1			P 41. Did the IEP team accept or reject the evaluation team's recommendations for special education, related services, and supports for school personnel for appropriate educational reasons.			
10	0	0				GE 81. Are this student's goals based on the PA Standards/PA Common Core or, if appropriate, alternate standards?			
10	0	0				GE 82. Is the specially designed instruction in this student's current IEP appropriate to meet his/her educational needs?			
10	0	0				GE 83. Is the current IEP appropriate to meet this student's educational needs?			
9	0	0				SE 98. Unless otherwise specified in the student's IEP, is the length of this student's instructional day the same as nondisabled students?			
9	0	0				SE 102. Is the specially-designed instruction in the current IEP appropriate to meet this student's educational needs?			
9	0	0				SE 103. Are the student's annual goals based on the PA Standards/PA Common Core or, if appropriate, alternate standards?			
8	0	1				SE 104. If appropriate, are the student's annual goals based on functional performance?			
9	0	0				SE 106. If the student's most recent Evaluation Report contained recommendations for modifications and accommodations did the IEP team address those recommendations in development of the student's current IEP and accept or reject the ER recommendations for appropriate educational reasons?			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
8	0	1				SE 107. If the student's most recent Evaluation Report contained recommendations for provision of related services, including psychological counseling, did the IEP team address those recommendations in development of the student's current IEP and accept or reject the ER recommendations for appropriate educational reasons?			
8	0	1				SE 108. If the student's most recent Evaluation Report contained recommendations for program modifications or supports for school personnel that will be provided for the student, did the IEP team address those recommendations in development of the student's current IEP and accept or reject the ER recommendations for appropriate educational reasons?			
9	0	0				SE 112. Was it an IEP team decision as to whether this student would participate in the PSSA/Keystone Exams, PASA, and other district-wide/charter school-wide assessments?			
8	0	1				SE 117. Is this student making progress in meeting the annual goals of his/her current IEP?			
9	0	0				SE 117a. In your opinion, is this student benefiting from participation in the general education classroom?			
0	0	0				SE 117b. If yes, in what ways? Learning and seems to acknowledge peers and is pleased with progress. With same aged peers, at instructional level--challenged, but not frustrated. With same aged peers, classes are on skill level. Interactions with peers; curriculum is appropriate for academic needs. Benefiting from services and is learning. Has access to non-disabled peers, receives modeling and exposure. Learning and benefiting from exposure to regular education and peers. It's on their academic level and they are getting the opportunity to interact with same age peers. Access to the regular curriculum and grade level peers.			
0	0	9				SE 117c. If no, what does this student need that he/she is not receiving?			
9	0	0				SE 118. Is the progress on annual goals recorded and reported to the parent based on objective and measurable data?			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
						IEP IMPLEMENTATION			
						INTERVIEW RESULTS (Parent, General & Special Education Teacher)			
7	0	0	0			P 48. Were the special education and related services in your child's current IEP provided within 10 school days of the completion of the IEP?			
7	0	0	0			P 49. Are the special education and related services included in your child's current IEP provided at no cost to you?			
					7 0 0 0 0 0	P 57. When all students in the school receive a report card, I also receive a progress report on my child's IEP goals. Always Sometimes Rarely Never Don't Know Does not Apply			
					6 1 0 0 0 0	P 58. My child's progress is reported to me by the school in a manner that I understand. Always Sometimes Rarely Never Don't Know Does not Apply			
7	0	0	0			P 64. My child is receiving the supports and services agreed upon at the IEP meeting.			
8	0	2				GE 77. If supports for school personnel are included in the student's current IEP, has the LEA provided those supports?			
10	0	0				GE 79. Are the supplementary aids and services, including program modifications and specially designed instruction in the student's current IEP, being provided?			
3	0	7				GE 79a. In the most recent IEP meeting for this student, did you discuss whether the student could be educated in a general education classroom for the entire school day?			
0	2	8				GE 79b. In the most recent IEP meeting, did the IEP team recommend removal of this student from the general education classroom for any part of the school day?			
0	0	10				GE 79c. If yes, what reasons were discussed for recommending removal?			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
0	0	10				GE 79d. If yes, how was the amount of time that this student would be removed from the general education classroom decided?			
2	0	8				GE 79e. In the most recent IEP meeting, did the IEP team discuss whether this student could be educated satisfactorily in a general education classroom for the entire school day with supplementary aids and services?			
3	0	7				GE 84. If appropriate, are you implementing the positive behavior support plan for this student as written in the current IEP			
9	0	1				GE 92. If a student with an IEP is having behavioral difficulties in your classroom, do you address the behavior in your classroom rather than sending him/her back to the special education classroom to address the behavior issue unless indicated otherwise in the student's IEP?			
9	0	0				SE 105. Are the supplementary aids and services, including program modifications and specially designed instruction in the student's current IEP, being provided?			
9	0	0				SE 109. Is this student receiving the type and amount of special education instruction and related services specified in his/her current IEP?			
8	0	1				SE 110. Was this student's current IEP implemented no later than 10 school days after its completion or no later than the IEP implementation date?			
9	0	0				SE 111. If supports for school personnel are included in this student's current IEP, has the LEA provided those supports?			
9	0	0				SE 113. If required, were the testing accommodations included in this student's current IEP implemented?			
8	0	1				SE 114. Was the placement decision made by the IEP team after the annual goals, specially designed instruction, and related services were developed?			
9	0	0				SE 120. Is this student receiving the supports and services agreed upon in his/her current IEP, including related services?			
						PROVISION OF ESY AND RELATED SERVICES INTERVIEW RESULTS (Parent & Special Education Teacher)			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
3	0	4	0			P 42. If your child's current IEP includes psychological counseling as a related service, and he/she receives these services, including transportation, are they provided at no cost to you?			
6	0	1	0			P 43. Was your child's need for extended school year (ESY) – which means services over the summer or during breaks from the regular school calendar - discussed at an IEP meeting?			
5	1	1	0			P 44. Did you receive an explanation of what would make your child eligible for ESY services?			
4	0	3	0			P 45. Did you agree with the IEP team's conclusion about your child's eligibility for ESY services?			
0	0	7	0			P 46. If you did not agree with the decision on ESY eligibility, were you given a written notice (NOREP/PWN) explaining that you could ask for a due process hearing?			
1	0	6	0			P 47. If your child was determined to be eligible for ESY services, did the IEP team decide upon the goals and services needed for the ESY program?			
8	0	1				SE 121. Was the consideration of ESY eligibility discussed during this student's current IEP meeting?			
4	0	5				SE 122. If this student was determined to be ESY eligible, did the IEP team determine what goals and services were needed and include them in the IEP?			
0	0	9				SE 122a. At the most recent IEP meeting, did the IEP team discuss the development of a plan to transition this student back into the school district (or charter school if student is enrolled in a charter school) with supplementary aids and services?			
0	0	9				SE 122b. Are staff from the home district (or charter school if student is enrolled in a charter school) involved with the planning and implementation of this student program?			
0	0	9				SE 122c. Does this student go on field trips, attend school functions or participate in extracurricular activities with his/her same age/grade peers who are non-disabled?			
0	0	9				SE 122d. Does this student need supplementary aids and services to participate in non-academic and/or extra-curricular activities?			
0	0	9				SE 122e. If yes, are needed supplementary aids and services being provided to this student?			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
0	0	9				SE 122f. Are there routine opportunities for this student to interact with non-disabled peers that are planned and/or facilitated by school personnel?			
						SECONDARY TRANSITION (Parent & Special Education Teacher)			
6	0	1	0			P 50. If your child is age 14 or older was he/she invited to participate in the IEP meeting for transition planning?			
5	1	0	1			P 50a. In the most recent IEP meeting for your child, did you discuss whether your child could be educated in a general education classroom for the entire school day?			
0	5	1	1			P 50b. In the most recent IEP meeting, did the IEP team recommend removal of your child from the general education classroom for any part of the school day?			
0	0	7	0			P 50c. If yes, what reasons were discussed for recommending removal?			
0	0	7	0			P 50d. If yes, how was the amount of time that your child would be removed from the general education classroom decided?			
4	1	0	2			P 50e. In the most recent IEP meeting, did the IEP team discuss whether your child could be educated satisfactorily in a general education classroom for the entire school day with supplementary aids and services?			
5	0	0	2			P 50f. In your opinion, is your child benefiting from participation in the general education classroom?			
0	0	2	0			P 50g. If yes, in what ways? Work on grade level. Works hard, compares self to peers and is capable. Learning. Wants to be around other children more. Learning! Is able to be with peers and can socialize.			
0	0	7	0			P 50h. If no, what does your child need that he/she is not receiving in the class?			
					4 2 0 0 0 1	P 59. I am satisfied with the transition services developed for my child. Always Sometimes Rarely Never Don't Know Does not Apply			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
					6 0 0 0 1 0	P 60. My child is learning skills that will lead to a high school diploma and further education and/or employment. Always Sometimes Rarely Never Don't Know Does not Apply			
7	0	2				SE 116. Were this student's desired post school outcomes considered when the IEP team developed the annual goals?			
8	0	1				SE 123. Where appropriate, does the LEA invite a representative of a participating agency that is likely to be responsible for providing or paying for transition services to the IEP meeting?			
						Topical Area 6: NOREP/PWN			
						(File Reviews)			
10	0	0				FR 328. NOREP/PWN is present in the student file			
10	0	0				FR 329. Demographic data			
10	0	0				FR 330. Type of action taken			
10	0	0				FR 331. A description of the action proposed or refused by the LEA			
10	0	0				FR 332. An explanation of why the LEA proposed or refused to take the action			
9	0	1				FR 333. A description of the other options the IEP team considered and the reason why those options were rejected			
10	0	0				FR 334. Description of each evaluation procedure, assessment, record or report used as the basis for proposed action or action refused			
10	0	0				FR 335. Description of other factor(s) relevant to LEA's proposal or refusal			
10	0	0				FR 336. Educational placement recommended (including amount and type)			
10	0	0				FR 337. Signature of school district superintendent or charter school CEO or designee			

Y	N	NA	D K	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
9	0	1				FR 338. Parent signature or documentation of reasonable efforts to obtain consent (e.g. mailed to parents, certified mail, visit to the parent's home, etc.)			
7	1	2			13%	FR 339. Parent has selected a consent option	The LEA will provide training to special education personnel regarding timelines for correct documentation and accuracy of paperwork. Evidence of Change: The SPOC will review 10 files to determine if PD for staff was acceptable and documents are now written accurately.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	04/18/2024
10	0	0				FR 340. NOREP/PWN reflects the educational placement indicated on the student's IEP			
						INTERVIEW RESULTS (Parent)			
2	0	5	0			P 34. If services that you requested for your child were rejected by the school, did you receive a written notice (NOREP/PWN) explaining why the request was rejected?			
					7 0 0 0 0 0	P 61. If I don't understand my child's educational rights, and I inquire about them, someone from the school takes the time to explain them to me. Always Sometimes Rarely Never Don't Know Does not Apply			
						Topical Area 7: Additional Interview Responses			
						INTERVIEW RESULTS (Parent & Special Education Teacher)			
					6 0 0 0 1 0	P 54. I am a partner with school personnel when we plan my child's education program. Always Sometimes Rarely Never Don't Know Does not Apply			
		1	0			P 66. Tell me anything you really like about your child's special education program.			

Y	N	NA	DK	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
					2 4 2 4 2 3 2 4 1 4 1 1	a. modifications b. progress reports c. staff-aide ratios d. staff's knowledge, training e. instructional materials g. staff open to suggestions, good communication h. follow the IEP i. support services j. student ratios k. staff's understanding and attitude l. more inclusion n. other			
		4	0		3	P 67. Tell me anything you would like to change about the program. n. other			
		0	0		4 3	P 68. The school explains what options parents have if the parent disagrees with a decision of the school. a. Very strongly agree b. Strongly agree			
						P 69. Additional comments about your child's program. A one to one session weekly would be very helpful. I really like the school. I like being able to log into the computer to see what my child is learning. I like being able to join in seminars. Overall, loves the communication, willingness to work with child, resources. Loves the school. Very pleased with the school- good education, good education process.			
9	0	0				SE 101. Do you hold the required certification to implement this student's program?			
9	0	0				SE 101a. Have you received sufficient training, technical assistance and other support to teach this student?			
0	0	9				SE 101b. If no, what training or support would assist you?			
						Topical Area 8: Other Non-compliance Issues			
						Topical Area 9: Other Improvement Plan Issues			

Y	N	NA	DK	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
						FSA #6 Graduation	This LEA will resubmit an improvement plan that is focused and applicable to increasing graduation rate of student with disabilities. Evidence of Change LEA will provide SPOC with revised IP for specific activities relative to increasing the graduation rate for students with disabilities.	12/30/2023 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	12/20/2023
						FSA #7 Drop Out	This LEA will resubmit an improvement plan that is focused and applicable to decreasing the drop out rate of student with disabilities. Evidence of Change LEA will provide SPOC with revised IP that addresses students with disabilities that drop out.	12/30/2023 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	12/20/2023
						FSA #11 LRE	This LEA will resubmit an improvement plan that is focused and applicable to increasing the 80% category for LRE and decreasing the 40% category for student with disabilities. Evidence of Change LEA will provide SPOC with revised IP for specific plans to address the LRE categories. The LEA will provide SPOC with a more detailed improvement plan to increase the 80% category.	12/30/2023 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	12/20/2023
						FSA #16	This LEA will resubmit an improvement plan that is focused and applicable to increasing the participation rate for students with disabilities taking the PSSA. Evidence of Change The LEA will provide SPOC with the improvement plan that is more focused upon each individual topic that needs corrective action.	12/30/2023 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	12/20/2023

Y	N	NA	DK	Not Obs	% #	Citation	Required Corrective Action Evidence of Change	Timelines and Resources	Closed Date
						FSA #6 STANDARD - Graduation The graduation rate of the LEA's students with disabilities meets state targets.	This LEA will follow a previously created improvement plan to increase graduation rates. Evidence of Change: SPOC will review graduation data with LEA to compare students with special needs and students in general education.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	Extension Date: 09/01/2024
						FSA #7 STANDARD – Dropout The dropout rate of the LEA's students with disabilities meets the SPP target.	This LEA will follow a previously created improvement plan to decrease drop out rates. Evidence of Change: SPOC will review drop out data with LEA to compare students with special needs and students in general education. Evidence of Change: SPOC will review drop out data with LEA to compare students with special needs and students in general education.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	Extension Date: 09/01/2024
						FSA #11 Standard - Students with disabilities are provided for in the least restrictive environment. - 34 CFR 300.114 – 117	This LEA will follow a previously created improvement plan to decrease <40% of students not having access to general Education classes (LRE) Evidence of Change: SPOC will review LRE data charts with LEA to compare students with special needs and students in general education.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	Extension Date: 09/01/2024
						FSA #16 Standard - The LEA's population of students who participate in state assessment is comparable with the state data	This LEA will follow a previously created improvement plan to increase the number of students with special needs who participate in standardized assessments. Evidence of Change: SPOC will review data with LEA to compare students with special needs and students in general education.	05/30/2024 LEA Representative Intermediate Unit Representative PaTTAN Representative BSE Adviser	Extension Date: 09/01/2024

SPECIAL EDUCATION PROCESSES AND PROCEDURES MANUAL

2024-2025

Dr. Matthew Flannery, CEO

Jason Palaia, Director of Student Services

Dr. Nora Wheeler, Director of Curriculum & Instruction

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Melody Dunn, High School Assistant Principal

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Introduction

This manual was designed to help facilitate and guide teachers, administration, parents, staff, service providers and other community stakeholders in the identification, evaluation, placement, educational rights and responsibilities and proper education of students identified as having a disability within 21st Century Cyber Charter School, hereafter referred to as 21CCCS. This document is intended to create a guideline for implementing the standard of federal and state legal requirements as applicable to each student identified with a disability within this school.



The Mission & Beliefs of 21st Century Cyber Charter School

The 21st Century Cyber Charter School Vision and Mission Statement reflects:

Our Vision

To continually enhance our flexible environment in support of all students' academic, social, and emotional growth using innovative approaches to learning in preparation for their future aspirations.

Our Mission

To foster a student-centered experience that inspires and empowers our learners through engaging curriculum facilitated by supportive educators to develop the whole individual.

Core Values

21st Century Cyber Charter School...

- Commits to keeping the needs of all students at the center of decision-making.
- Understands the need all students have to feel safe, respected, and free from judgment in order to achieve their personal best.
- Engages with stakeholders vested in the academic, social, and emotional growth of students.
- Develops multiple academic pathways to maximize student potential and meet state requirements.
- Believes a high-quality learning environment is grounded in multidisciplinary teamwork focused on advancing our mission and vision.

Individual Roles & Responsibilities

Supervisor of Special Education

- Coordinates 21CCCS Special Education programs in accordance with Board policy; goals and objectives; Department of Education rules and regulations; and federal laws and regulations.
- Develops long and short-range special education plans. Collaborates with staff to ensure the appropriate inclusion of special education students in all subject classes, school programs and activities.
- Articulates and implements a clear vision for moving special education students on a service continuum from the least restrictive environment (LRE) to inclusion in general education classes.
- Oversees the development and implementation of individual education plan (IEP) and monitors compliance with all state and federal regulations.
- Monitors the placement of students in off-site special education programs. Acts as LEA at individual education plan (IEP) meetings for students eligible for special education whose services are provided by public or private schools.
- Supervises and coordinates ACCESS reimbursement for Medicaid eligible students who receive services through their individual educational plans (IEPs).
- Coordinates Autism Support, Life Skills Support and Emotional Support programs, including students transitioning into and out of the program. Ensures appropriate use of a social skills curriculum and behavior management strategies.
- Monitors compliance with special education discipline including Manifestation Determination and suspensions.
- Monitors Pennsylvania System of State Assessment and Pennsylvania Alternative Assessment testing accommodations for special education students.
- Monitors Special Education Rosters and student tracking system for compliance with Chapter 14 (class size, caseloads, and Penn Data). Monitors special education student tracking systems.
- Monitors the Special Education Plan and compliance with state mandated LRE (Least Restrictive Environment) requirements. Endeavors to bring percentages of students placed in outside placements within state limits.
- Collaborates with instructional and support personnel on placement and instruction of special education students. In conjunction with principals and superintendent, monitors the performance of special education professional and support staff.
- Maintains lines of communication among students, parents, and staff involved with special education programs. Interacts with community and state agencies as they are involved in special education programming process.

Transition Coordinator

- Ensures that each individual education plan (IEP) team develops and implements transition goals, outcomes, instructional areas and services needed for each student of transition age identified as having a disability.
- Assures that the school complies with the requirements of Indicator 13 and 14; Conduct reviews of draft/unfinalized individual education plans (IEPs) for transition-age students via utilization of an Indicator 13 Checklist.
- Participates in ongoing transition related trainings.
- Coordinates transition staff development related to compliance under Indicator 13 and 14.
- Coordinates the completion of appropriate secondary student transition assessments; links assessment data and transition planning for the individual education plan process.
- Maintains documentation required for compliance through portfolio utilization.
- Ensures updating the postsecondary individual education plan goal or goals for each eligible transition-age student as needed, but at least annually; and regularly monitors individual student progress toward both transition goals and graduation from high school.
- Facilitates transition programming (administers career skill and interest inventories, conducts career exploration activities, and provides vocational programming) for students who are eligible for special education services and for whom the IEP team has established transition goals and objectives including students whose individual education plans are being implemented at off campus/out of 21CCCS sites; such as NOLA, Intermediate Units, SCCTC and approved private school.
- Arranges, oversees and monitors student progress in community-based instruction and community based vocational trainings.
- Serves as a liaison with educators, school counselors, managers, CSBBH, agencies, service providers, employers and job coaches to ensure communication, collaboration and coordination of transition services and activities.
- Coordinates with 21CCCS during comprehensive planning, special education planning, and 21CCCS evaluation of transition process.
- Serves as a liaison with the Local Transition Coordinating Council.
- Researches and writes grants pertaining to the advancement of transition programming.
- Networks with appropriate community agencies and organizations to develop and maintain a working relationship with businesses, agencies and organizations that provide post-secondary services with students identified as having a disability (e.g. OVR).
- Complete the non-academic portions of the *Summaries of Academic Achievement and Functional Performance* for graduating seniors.

Special Education Teacher (Case Manager)

- Participates in the development, management and implementation of a student's Individual Education Plan, Reevaluation Report, NOREP, Positive Behavior Support Plan, Functional Behavioral Assessment, and all other legally required paperwork as prescribed by the PDE in accordance with federal and state law.
- Administers developmental testing programs, subject specific assessments, etc. for the purpose of assessing student competency levels and/or developing individual learning plans.
- Advises parents and/or legal guardians of student progress for the purpose of communicating expectations; student's achievements; developing methods for improvement and/or reinforcing classroom goals in the home environment.
- Assesses student progress towards objectives, expectations, and/or goals (e.g. behavioral, motor development and communication skills, academic needs, vocational abilities, etc.) for the purpose of providing feedback to students, parents and administration.
- Collaborates with instructional staff, other school personnel, parents and a variety of community resources for the purpose of improving the overall quality of student outcomes and achieving established classroom objectives.
- Demonstrates methods required to perform classroom and/or subject specific assignments for the purpose of providing an effective program that addresses individual student requirements.
- Monitors students' behavior/activities in a variety of educational environments (e.g., classroom, playground, field trips, hallway transitions, etc.) for the purpose of providing a safe and positive learning environment.
- Participates in and/or coordinates a variety of meetings (e.g., PLC, IEP, Department, School) for the purpose of conveying and/or gathering information required to perform functions.
- Prepares a variety of written materials (e.g., grades, attendance, anecdotal records, etc.) for the purpose of documenting student progress and meeting mandated requirements.
- Reports incidents (e.g., fights, suspected child abuse, suspected substance abuse, etc.) for the purpose of maintaining personal safety of students, providing a positive learning environment and adhering to Education Code and school policies.
- Maintain a strict code of confidentiality that is prescribed by federal and state law for all students and families within the educational environment.

Paraprofessional and PCA Staff

- Assess student needs and progress under the direction of the teacher.
- Assist in the instructional process and communicate with the teacher, their perceptions of a student's progress and needs.
- Observe and carry out behavior management strategies.

- Maintain a student centered and supportive environment.
- Implement activities that reinforce taught skills as prescribed by the classroom teacher.

Child Find

This section outlines the procedures for locating, identifying, and evaluating children with a suspected disability.

The content of this notice has been written in English. If a person does not understand any of this notice, he or she should contact the school **(Supervisor of Special Education, 484-875-5443)** and request an explanation.

21CCCS provides special education and related services to resident children with disabilities who are ages three through twenty-one. The purpose of this notice is to describe (1) the types of disabilities that might qualify the child for such programs and services, (2) the special education programs and related services that are available, (3) the process by which the public schools screen and evaluate such students to determine eligibility, and (4) the special rights that pertain to such children and their parents or legal guardians.

The notice of Special Education Services is prepared annually by the Supervisor of Special Education at 21CCCS and is reported each October on behalf of the members of 21CCCS. It is meant to inform the public as to the purpose and rights of special needs children and families and includes public notices and public postings.

What types of disability might qualify a child for special education and related services? Under the federal Individuals with Disabilities Education Act, or “IDEA,” children qualify for special education and related services if they have one or more of the following disabilities and, as a result, need such services: (1) intellectual disabilities (formerly mental retardation); (2) hearing impairments, including deafness; (3) speech or language impairments; (4) visual impairments, including blindness; (5) serious emotional disturbance; (6) orthopedic impairments, or physical disabilities; (7) autism, including pervasive developmental disorders; (8) traumatic brain injury, or neurological impairment; (9) other health impairment; (10) specific learning disabilities.

Children age three through the age of admission to first grade are also eligible if they have developmental delays and, as a result, need special education and related services. Children with more than one of the foregoing disabilities could qualify for special education and related services as having multiple disabilities. For infants, birth through three with special needs, contact the local county Mental Health/Intellectual and

Developmental Disabilities. The legal definitions of these disabilities, which the public schools are required to apply under the IDEA, may differ from those used in medical or clinical practice. The legal definitions, moreover, could apply to children with disabilities that have very different medical or clinical disorders. A child with attention deficit hyperactivity disorder, for example, could qualify for special education and related services as a child with “other health impairments,” “serious emotional disturbance,” or “specific learning disabilities” if the child meets the eligibility criteria under one or more of these disability categories and if the child needs special education and related services as a result. Under Section 504 of the federal Rehabilitation Act of 1973, and under the federal Americans with Disabilities Act, some school age children with disabilities who do not meet the eligibility criteria outlined above might nevertheless be eligible for special protections and for adaptations and accommodations in instruction, facilities, and activities. Children are entitled to such protections, adaptations, and accommodations if they have a mental or physical disability that substantially limits or prohibits participation in or access to an aspect of the school program.

What programs and services are available for children with disabilities? 21CCCS must ensure that students with disabilities are educated alongside peers without disabilities to the maximum extent appropriate. Removal from the general education environment must only occur when the nature or severity of the disability makes education in the general education setting, even with supplementary aids and services, unsatisfactory. Documentation must include justification and evidence of interventions tried prior to more restrictive placements.

This practice is commonly referred to as Least Restrictive Environment (LRE). Programs and services available to students with disabilities, in descending order of preference, are (1) regular education class placement with supplementary aides and services provided as needed in that environment; (2) regular education class placement for most of the school day with itinerant service by a special education teacher either in or out of the regular classroom; (3) regular education class placement for most of the school day with instruction provided by a special education teacher in a resource classroom; (4) part time special education class placement in a regular public school or alternative setting; and (5) special education class placement or special education services provided outside the regular education class for most or all of the school day, either in a regular public school or alternative setting.

Depending on the nature and severity of the disability, 21CCCS can provide special education programs and services in (1) the public school the child would attend if not disabled, (2) an alternative regular public school either in or outside the school district of residence, (3) a special education center operated by a public school entity, (4) an approved private school or other private facility licensed to serve children with disabilities, (5) a residential school, (6) approved out-of-state program, or (7) the home.

Special education services are provided according to the primary educational needs of the child, not the category of disability.

The types of service available are (1) learning support, for students who primarily need assistance with the acquisition of academic skills; (2) life skills support, for students who primarily need assistance with development of skills for independent living; (3) emotional support, for students who primarily need assistance with social or emotional development; (4) deaf or hearing impaired support, for students who primarily need assistance with deafness; (5) blind or visually impaired support, for students who primarily need assistance with blindness; (6) physical support, for students who primarily require physical assistance in the learning environment; (7) autistic support, for students who primarily need assistance in the areas affected by autism spectrum disorders; and (8) multiple disabilities support, for student who primarily need assistance in multiple areas affected by their disabilities.

Related services are designed to enable the child to participate in or access his or her program of special education. Examples of related services are speech and language therapy, occupational therapy, physical therapy, nursing services, audiologist services, counseling including social work, and family training.

21CCCS, in conjunction with the parents, determines the type and intensity of special education and related services that a particular child needs based exclusively on the unique program of special education and related services that the school develops for that child.

The child's program is described in writing in an individualized education program, or "IEP," which is developed by an IEP team consisting of educators, parents, and other persons with special expertise or familiarity the child. The parents of the child have the right to be notified of and to participate in all meetings of their child's IEP team. The IEP is revised as often as circumstances warrant but at least annually. The law requires that the program and placement of the child, as described in the IEP, be reasonably calculated to ensure meaningful educational progress to the student at all times. IEPs contain, at a minimum, a statement of present levels of educational and functional performance, an enumeration of annual goals and, for some children, short-term objectives or benchmarks, and a statement of the special education, program modifications, and related services that the child needs to make meaningful educational progress.

Transition planning begins at age fourteen. For children aged sixteen and older, the IEP must also include a transition plan to assist in the attainment of post-secondary objectives. 21CCCS must invite the child to the IEP team meeting at which the transition plan is developed.

How does 21CCCS screen and evaluate children to determine eligibility for special education and related services?

Multidisciplinary Team Evaluation

21CCCS must conduct a multidisciplinary team evaluation of every child who is thought to have a disability. The multidisciplinary team is a group of professionals who are trained in and experienced with the testing, assessment, and observation of children to determine whether they have disabilities and, if so, to identify their primary educational strengths and needs. Parents are members of the multidisciplinary team. 21CCCS must reevaluate school-age students receiving special education services every three years and must reevaluate children with intellectual disability every two years. Parents may request a multidisciplinary team evaluation of their children at any time. They must do so in writing or in some cases an oral request can be made but must be followed up by permission to evaluate from the parent. 21CCCS has a procedure in place by which parents can request an evaluation.

For information about the procedures that apply at 21CCCS, contact the school.

This identification process is called Child Find. Child find is the responsibility of 21CCCS. 21CCCS reports the data of child find to PDE for IDEA data purposes. Before 21CCCS can proceed with any evaluation, it must notify the parents in writing of the specific types of testing and assessment it proposes to conduct, of the date and time of the evaluation, and of the parents' rights. The evaluation cannot begin until the parent has signed the written notice indicating that he or she consents to the proposed testing and assessments and has returned the notice to 21CCCS.

Screening

21CCCS undertakes screening activities before referring most children for a multidisciplinary team evaluation. Screening activities consist of the following: Ongoing analysis of the child's response to instruction and performance on State-wide and District-wide assessments. Periodic vision and hearing assessments by the school nurse and review of the results of physical examinations by school or private physicians as Mandated by the Pennsylvania Public School Code.

Team-based baseline assessment and analysis of the child's response to individualized academic or behavioral intervention over a period of up to sixty (60) days. Such intervention-based screening occurs when requested by the child's teacher, parents, or other concerned school personnel. For information about the dates of various screening activities at 21CCCS or to request screening activities for a particular child, contact 21CCCS.

Rights & Protections

Prior Written Notice

21CCCS must notify you in writing whenever it proposes to initiate or to change the identification, evaluation, educational program, or placement of a child or whenever it refuses to initiate or make a change in the identification, evaluation, educational program, or placement requested by a parent. Such notice must be accompanied by a written description of the reasons for the proposal or refusal, the options considered, if any, and the reasons why such options were rejected.

Consent

21CCCS cannot proceed with an evaluation or reevaluation, or with the initial provision of special education and related services, without the written consent of the parents. 21CCCS may override the lack of consent for an initial evaluation by requesting the approval of an impartial hearing officer or judge following a hearing.

If the parents fail to respond to a written request for permission to reevaluate, however, 21CCCS may proceed with the proposed reevaluation without consent. 21CCCS may not seek a hearing to override the refusal of a parent to consent to an initial placement in special education.

Protection in Evaluation Procedures

Evaluations to determine eligibility and current need for special education and related services must be administered in a manner that is free of racial, cultural, or linguistic bias. Evaluations cannot consist of a single test or assessment, and testing must be a valid measure of the psychological, social, emotional, or other learning characteristic or behavior that the school is using it to measure. Testing and assessment must be administered in accordance with professional standards and the criteria established by the publisher. It must be administered in the native language of the child.

Independent Educational Evaluation

If parents disagree with the evaluation conducted by 21CCCS, they may request in writing an independent educational evaluation, or “IEE,” at public expense.

The policy of 21CCCS is to refuse to pay for such evaluations if the independent evaluator is not a Pennsylvania certified or Licensed professional, if the evaluation is not conducted in the same manner that the law requires of school evaluations, or if the cost of the evaluation substantially exceeds the prevailing cost of similar evaluations in the region.

Exceptions to these limitations will be granted only for compelling reasons. If 21CCCS refuses to pay for the IEE, it must request an immediate special education due process hearing to defend the appropriateness of its evaluation.

Due Process Hearing Procedures

The parent or local educational agency (LEA) may request a due process hearing with respect to any matter relating to the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education (“FAPE”). The party requesting the hearing must submit a “Due Process Hearing Request” form to the Office for Dispute Resolution, 6340 Flank Drive, Harrisburg, Pennsylvania 17112; telephone (800) 222-3353; TTY (800) 654-5984. A due process hearing will not proceed until all required information is provided and procedures followed.

Timeline for Requesting Due Process

The parent or LEA must request a due process hearing by filing a Due Process Hearing Request within two (2) years of the date the parent or the LEA knew or should have known about the alleged action that forms the basis of the request. There are limited exceptions to this timeline. This timeline will not apply to the parent if— the parent was prevented from requesting the due process hearing due to the specific misrepresentations by the LEA that it had resolved the problem forming the basis of the hearing request, or if the LEA withheld information from the parent that the LEA was required provide.

Filing and Service of the Due Process Hearing Request

The party requesting the hearing must send a copy of the Due Process Hearing Request to the other party and, at the same time, to the Office for Dispute Resolution by mail addressed to the Office for Dispute Resolution, 6340 Flank Drive, Harrisburg, Pennsylvania 17112, or by electronic mail addressed to ODR.pattan.net, or by facsimile at (717) 657-5983.

Consents of Due Process Hearing Request

The Due Process Hearing Request must contain the following information: 1. The name of the child, the address where the child lives, and the name of the school the child is attending or, if the child is homeless, available contact information for the child and the name of the school the child is attending; 2. A description of the nature of the problem, including facts relating to such a problem; and 3. A proposed resolution of the problem to the extent known and available to the party filing the Request.

Challenging Sufficiency of the Due Process Hearing Request

The Due Process Hearing Request will be considered to be sufficient unless the party receiving it notifies the Hearing Officer and the other party in writing within fifteen (15) days of receipt that the receiving party believes the Request does not meet the requirements listed above.

Response to Request

If the LEA has not sent a prior written notice (“NOREP”) to the parent regarding the subject matter contained in the parent’s Due Process Hearing Request, the LEA must send to the parent, within ten (10) days of receiving the Due Process Hearing Request, a response including the following Information: an explanation of why the LEA proposed or refused to take the action raised in the Hearing Request; a description of other options the Individualized Education Program (“IEP”) Team considered, if any, and the reasons why those options were rejected; a description of each evaluation procedure, assessment, record, or report the LEA used as the basis for the proposed or refused action; and a description of the factors that are relevant to the proposal or refusal. Filing this response to the parent’s Due Process Hearing Request does not prevent the LEA from challenging the sufficiency of the Due Process Hearing Request. If the LEA has already sent prior notice in the form of a NOREP to the parent, or it is the parent receiving the Due Process Hearing Request then a response to the Due Process Hearing Request must be sent to the other side within ten (10) days of receipt of the request. The response should specifically address the issues raised in the Due Process Hearing Request. Hearing Officer Determination of Sufficiency of the Due Process Hearing Request. Within five (5) days of receiving a party’s challenge to the sufficiency of the Due Process Hearing Request, the Hearing Officer must make a determination based solely on the information contained within the Request whether the Request meets content requirements listed above. The Hearing Officer must immediately notify both parties in writing of his or her determination. Subject Matter of the Hearing. The party requesting the due process hearing is not permitted to raise issues at the due process hearing that were not raised in the Due Process Hearing Request (or Amended Due Process Hearing Request) unless the other party agrees otherwise.

Resolution Session

Before a due process hearing can take place, the LEA must convene a preliminary meeting with the parent and the relevant member or members of the IEP Team who have specific knowledge of the facts identified in the Due Process Hearing Request in an attempt to resolve those issues without the need to proceed to a due process hearing. This preliminary meeting must be convened within fifteen (15) days of the receipt of the Due Process Hearing Request. A representative of the LEA who has decision-making authority must be present at this meeting. The LEA may not have an attorney attend the

meeting unless the parent is also accompanied by an attorney. At the meeting, the parent will discuss the Due Process Hearing Request, and the LEA will be provided the opportunity to resolve the Due Process Hearing Request unless the parent and the LEA agree, in writing, to waive this meeting, or agree to use the mediation process.

If the parent and LEA resolve the issues in the Due Process Hearing Request at the preliminary meeting, they must put the agreement terms in writing, and both the parent and a representative of the LEA who has the authority to bind the LEA must sign the agreement. The agreement is a legally-binding document and may be enforced by a court. Either the parent or LEA may void the agreement within three (3) business days of the date of the agreement. After three (3) days, the agreement is binding on both parties.

Amended Due Process Hearing Request

Either the parent or a LEA may amend its Due Process Hearing Request only if the other party consents in writing to the amendment and is given the opportunity to resolve the issues raised in the Due Process Hearing Request through a resolution session, or the Hearing Officer grants permission for the party to amend the Due Process Hearing Request. However, the Hearing Officer may grant this permission not later than five (5) days before a due process hearing occurs.

Timeline for Completion of Due Process Hearing

If the LEA has not resolved the Due Process Hearing Request within thirty (30) days of receiving it, or within thirty (30) days of receiving the Amended Due Process Hearing Request the due process hearing may proceed and applicable timelines commence. The timeline for completion of due process hearings is forty-five (45) days, unless the Hearing Officer grants specific extensions of time at the request of either party. Disclosure of Evaluations and Recommendations. Not less than five (5) business days prior to a due process hearing, each party must disclose to all other parties all evaluations completed by that date, and recommendations based on the offering party's evaluations that the party intends to use at the due process hearing. Failure to disclose this information may result in a Hearing Officer prohibiting the party from introducing the information at the hearing unless the other party consents to its introduction.

Due Process Hearing Rights

The hearing for a child with a disability or thought to have a disability must be conducted and held in the LEA at a place and time reasonably convenient to the parent and child involved. The hearing must be an oral, personal hearing and must be closed to the public unless the parent requests an open hearing. If the hearing is open, the decision issued in the case, and only the decision, will be available to the public. If the hearing is closed, the decision will be treated as a record of the child and may not be available to the public.

The decision of the Hearing Officer must include findings of fact, discussion, and conclusions of law. Although technical rules of evidence will not be followed, the decision must be based upon substantial evidence presented at the hearing. A written or, at the option of the parent, electronic verbatim record of the hearing will be provided to the parent if the parent has a disability that requires an electronic recording. Parents may be represented by legal counsel and accompanied and advised by individuals with special knowledge or training with respect to the problems of children with disabilities. Parents or parent representatives must be given access to educational records, including any tests or reports upon which the proposed action is based. A party has the right to compel the attendance of and question witnesses who may have evidence upon which the proposed action might be based. A party has the right to present evidence and confront and cross-exam witnesses. A party has the right to present evidence and testimony, including expert medical, psychological, or educational testimony.

Decision of Hearing Officer

A decision made by a Hearing Officer must be made on substantive grounds, and in many cases, based upon a determination of whether the child received a FAPE; however, other issues may be raised and decided. In disputes alleging procedural violations, a Hearing Officer may award remedies only if the procedural inadequacies impeded the child's right to a FAPE; significantly impeded the parents' opportunity to participate in the decision-making process regarding the provision of a FAPE to the child; or caused a deprivation of educational benefits. A Hearing Officer may still order a LEA to comply with procedural requirements even if the Hearing Officer determines that the child received a FAPE. The parent may still file a Complaint with the Bureau of Special Education within the Pennsylvania Department of Education regarding procedural violations. The Due Process Hearing will service as the local and state level hearing: appeals may be made to the court of competent jurisdiction.

Civil Action

A party that disagrees with the findings and decision of the Hearing Officer (in the case of Section 504) has the right to file an appeal in state or federal court. The party filing an appeal is encouraged to seek legal counsel to determine the appropriate court with which to file an appeal. A party filing an appeal to state court has 30 days or if to federal court has (90) days from the date of the decision to do so.

Child's Status During Administrative Proceedings

Except for discipline cases, which have specific rules, while the due process case is being decided, the student must remain (pendency) in their present educational placement unless the parent and LEA or State agree otherwise. If the due process hearing involves an application for initial admission to 21CCCS, the child, with parental consent, must be

placed in the 21CCCS program until completion of all the proceedings, unless the parent/guardian has not provided requisite enrollment documentation.

Mediation

If Parent and the School Team cannot agree on issues related to Student's IEP or Section 504 Plan, PDE offers two forms of Mediation through the Office of Dispute Resolution ("ODR").

These two forms include facilitative and evaluative mediation. Both are led by an ODR appointed neutral, specially trained mediator who meet with the parties at a mutually convenient location. Parent and School decide who will participate in the process and if a parent chooses to bring an attorney, the School may also bring one but if Parent does not bring an attorney then the School may not do so either. ODR pays all mediator costs for students with disabilities but does not pay fees for additional participants. For more information, please see Mediation - Office for Dispute Resolution.

Compliance Complaints

In addition to the above hearing rights, parents and others with complaints concerning the education of a child with disabilities or violations of rights guaranteed by either the IDEA or Section 504 may file complaints with the Pennsylvania Department of Education, which must investigate such complaints and issue written findings and conclusions. Information concerning such complaints can be obtained at the following:

Pennsylvania Department of Education Bureau of Special Education

607 South Drive, 5th Floor – East Wing

ATTN: Division of Compliance Monitoring and Planning - East

Harrisburg, PA 17126-0333

Email: ra-pdespecial@pa.gov

Telephone: (800) 879-2301

Student Records

21CCCS maintains records concerning all children enrolled in 21CCCS, including students with disabilities. Records containing personally identifiable information about or related to children with disabilities could include, but are not limited to, cumulative grade reports, discipline records, enrollment and attendance records, health records, individualized education programs, notices of recommended assignment, notices of intent to evaluate and reevaluate, comprehensive evaluation reports, other evaluation reports by public school staff and by outside evaluators, work samples, test data, data entered into the Penn Data system, PIMS, instructional support team documents, referral data, and other education-related documents as defined in the Student Records Board Policy found on

the school website as well as the front desk of the main office. All records are maintained in the strictest confidentiality and adhere to the Family Educational Rights and Privacy Act (FERPA) regulations. Refer to the School's Educational Records Policy for retention of records. The purposes of collecting and maintaining records are (1) to ensure that the child receives programs and services consistent with his or her IEP; (2) to monitor the ongoing effectiveness of programming for the child; (3) to document for 21CCCS and the parents that the student is making meaningful progress; (4) to satisfy the requirements of state and federal agencies who have an interest in inspecting or reviewing documents concerning particular students or groups of students for purposes of compliance monitoring, complaint investigation, and fiscal and program audits; and (5) to inform future programming for and evaluations of the child. When educational records, other than those which must be maintained, are no longer educationally relevant, 21CCCS must so notify the parents in writing and may destroy the records or, at the request of the parents, must destroy them.

Parent Consent

FERPA requires parent consent in writing prior to the release of any personally identifiable information concerning a student with disabilities. Parent consent is not required, in the following non-exhaustive list pursuant to FERPA: however there are other exceptions in sec. 99.31 of FERPA, prior to the release of information (1) to a hearing officer in a special education due process hearing; (2) to 21CCCS staff and contractors with a legitimate educational interest in the information; (3) to officials or staff of other schools and school systems at which the student is enrolled or intends to enroll; (4) to federal or state education officials and agencies and to the Comptroller of the United States; (5) to accrediting organizations to carry out their accrediting functions; (6) to comply with a lawful subpoena or judicial order; (7) in conjunction with a health or safety emergency to the extent necessary to protect the health and safety of the child or others; or (8) that 21CCCS has designated as "directory information." Disclosure without consent of the parent is subject to certain conditions more fully described in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1332g, and its implementing regulation, 34 C.F.R. Part 99.

Parent Access

Pursuant to FERPA upon submitting a request to do so in writing, parents have the right to access the educational records of their child within forty-five days or before any due process hearing or IEP team meeting, whichever is sooner. Access entitles the parent to the following: (1) If requested by the Parent an explanation and interpretation of the records by 21CCCS personnel; (2) copies of the records if providing copies is the only means by which the parent can effectively exercise his or her right of inspection and review; and (3) inspection and review of the records by a representative of the parent's

choosing upon presentation to the records custodian of a written authorization from the parent. 21CCCS can charge a fee not to exceed its actual costs for copying records.

“Directory Information”

21CCCS entities designate certain kinds of information as “directory information.” 21CCCS typically designates the following as “directory information”: (1) the name, address, telephone number, and photographs of the child; (2) the date and place of birth of the child; (3) participation in school clubs and extracurricular activities; (4) weight and height of members of athletic teams; (5) dates of attendance; (6) diplomas and awards received; (7) the most recent previous institution or school attended by the child; and (8) names of parents, siblings, and other family members. 21CCCS will provide this information to any interested person, including armed forces recruiters who request it, without seeking consent from the parents of the student or the student. Parents who do not want 21CCCS to disclose such information must so notify 21CCCS in writing on or before the first day of the school term. Written notice must identify the specific types of directory information that the parent does not want 21CCCS to disclose without consent. If the parent fails to notify 21CCCS in writing by the first day of the school term, 21CCCS may release directory information upon request and without consent. Disclosure of records containing personally identifiable information to other schools and institutions. 21CCCS entities disclose personally identifiable information concerning students to educational agencies or institutions at which the student seeks to enroll, intends to enroll, or is enrolled, or from which the student receives services, when that agency or institution requests such records.

Access to Records

School officials with a legitimate educational interest in the personally-identifiable information contained in education records can have access to personally identifiable information without parent or student consent. Each school entity designates in its education records policy those persons who have a “legitimate educational interest” that would allow such access to education records. Such persons typically include teachers of the student, building administrators, guidance counselors to whom the student is assigned, members of instructional support and multidisciplinary teams in the course of screening and evaluation activities, records custodians and clerks, 21CCCS administrators with responsibility for programs in which the student is enrolled or intends to be enrolled, school board members sitting in executive session in consideration of matters concerning the student upon which only the school board can act, program specialists and instructional aides working with the child, therapeutic staff working with the student, and substitutes for any of the foregoing persons Amendment of education records.

After reviewing records, a parent or a student who has attained the age of 18 can request that records be amended. The school will make the requested changes or reject the

request within forty-five days of the receipt of the request in writing. If the school rejects the request, the parent or student may request an informal hearing. The hearing can be held before any 21CCCS official who does not have a direct interest in its outcome. If the parents are dissatisfied with the outcome of the informal hearing, they may submit to 21CCCS a statement outlining their disagreement with the record. The school thereafter must attach a copy of that statement to all copies of the record disclosed to third parties.

Complaints to the United States Department of Education

Complaints concerning alleged failure of 21CCCS to comply with the requirements of the Family Educational Rights and Privacy Act may be addressed to the United States Department of Education as follows:

1. Complete the online complaint form at www.studentprivacy.ed.gov/file-a-complaint
 - a. Submit the completed form to FERPA.Complaints@ed.gov
 - b. OR mail the complete form to:
U.S. Department of Education
Student Privacy Policy Office
400 Maryland Avenue, S.W.
Washington, DC 20202-8520.

This notice is only a summary of the special education services, evaluation and screening activities, and rights and protections pertaining to children with disabilities, children thought to be disabled, and their parents. For more information or to request evaluation or screening of a public or private school child contact 21CCCS.

Notice of Services for Gifted Students While “gifted” is not one of the “disabilities” required under the Federal IDEA legislation, the State Board of Education’s regulations as set forth in 22 Pa. Code Chapter 16 – Special Education for Gifted Students, provides recognition that gifted students are considered to be “children with exceptionalities” under the Public School Code of 1949 and are in need of special designed instruction.

Initial Evaluation

How is a referral initiated?

A student can be referred for initial evaluation by the local education agency (LEA) following a prereferral intervention such as a multi-tier system of supports (MTSS), Student Assistance Program review (SAP), or by parental request.

LEA Initiated Request

The LEA Issues *Prior Written Notice for Initial Evaluation and Request for Consent Form* with *Procedural Safeguards Notice*. Upon receipt of the *Prior Written Notice for Initial*

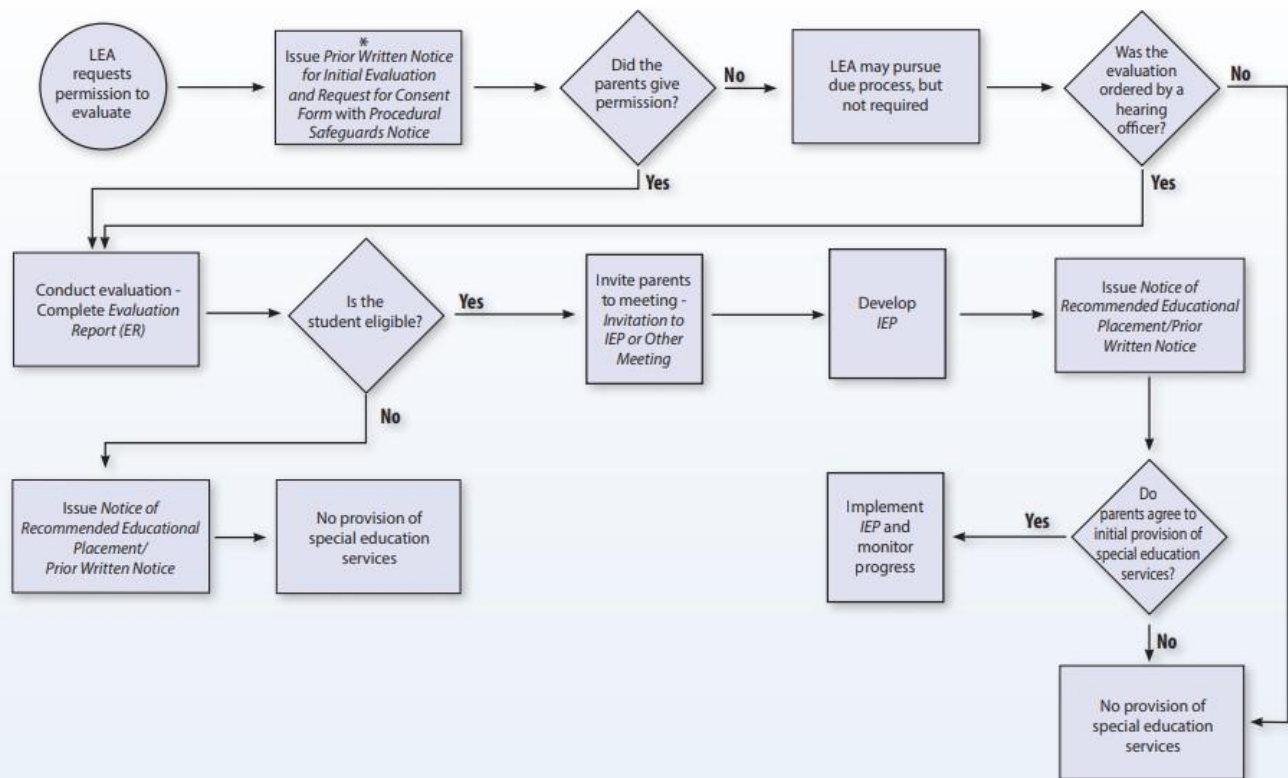
Evaluation and Request for Consent Form, indicating consent, 21CCCS must conduct a multidisciplinary evaluation and provide parents a copy of the evaluation report within 60 calendar days (excluding summer months).

Note: The following days are not included in the definition of calendar days: the day after the last day of the school year for staff up to and including the day before the first day of the subsequent fall school year for staff will not be counted.

The Special Education Evaluation/IEP Process

This flowchart shows the basic steps to be followed and the decisions to be made by local educational agencies (LEAs) to meet the requirements for evaluation and development of *Individualized Education Programs (IEPs)* for students with disabilities **when the request is initiated by the LEA**. It is not meant to replace the IDEA or Chapters 14 and 711 of the Pennsylvania Regulations. For more detailed information about the evaluation process, refer to the annotated *Evaluation Report*, available at www.pattan.net.

LEA Initiated Request



Parent Initiated Request

Parents may request an evaluation at any time, and the request must be in writing. The school entity shall make the *Permission to Evaluate-Evaluation Request Form* readily available for that purpose. Best practice of readily available is **10 calendar days**. If a request is made orally to ANY professional or administrator, the school must provide the *Permission to Evaluate-Evaluation Request Form* to the parents within **10 calendar days**.

- Upon receipt of the *Permission to Evaluate-Evaluation Request Form*, 21CCCS shall issue *Prior Written Notice for Initial Evaluation and Request for Consent Form* and a

copy of the *Procedural Safeguards Letter & Procedural Safeguards Notice*. The procedural safeguards notice is a description of parental rights and responsibilities.

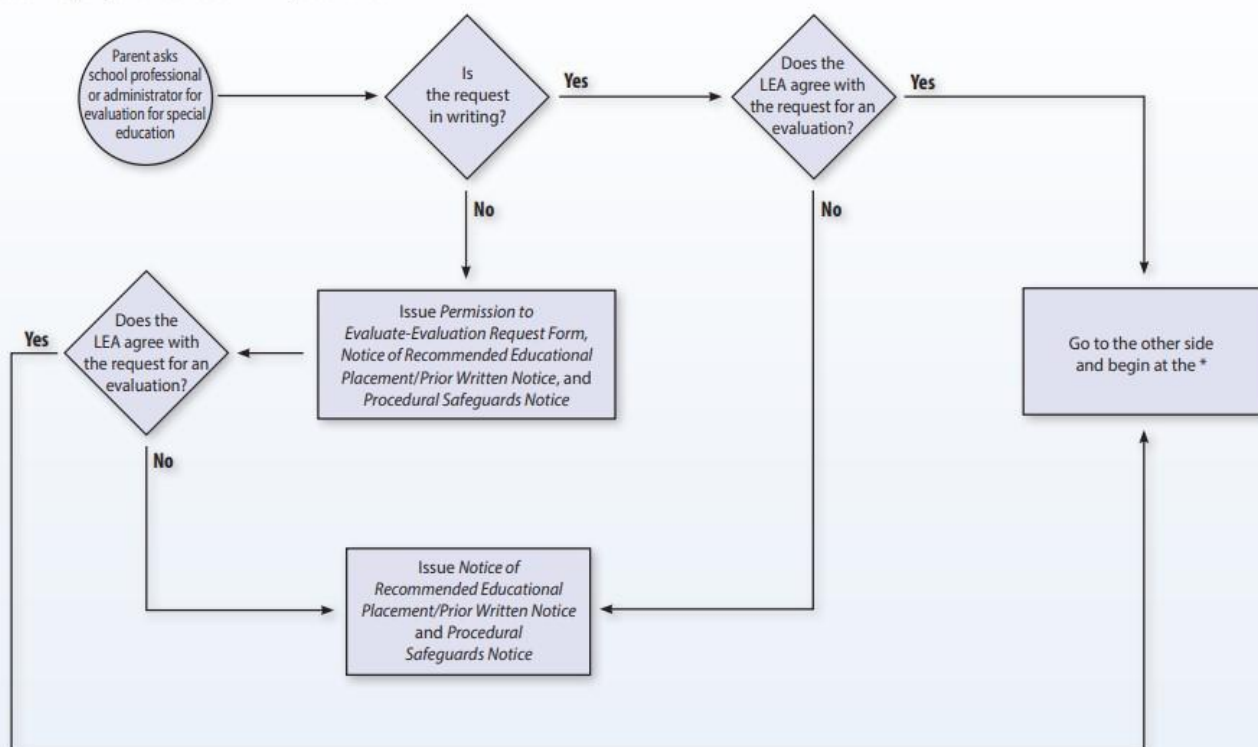
- Upon receipt of the *Prior Written Notice for Initial Evaluation and Request for Consent Form*, providing parental consent, 21CCCS must conduct a multidisciplinary evaluation and provide the parents a copy of the evaluation report within **60 calendar days** (excluding summer months).

Note: The following days are not included in the definition of calendar days- the day after the last day of the school year for staff up to and including the day before the first day of the subsequent fall school year for staff will not be counted.

The Special Education Evaluation/IEP Process

Parent Initiated Request

This flowchart shows the basic steps to be followed and the decisions to be made by local educational agencies (LEAs) to meet the requirements for evaluation and development of *Individualized Education Programs (IEPs)* for students with disabilities **when the request is made by the parent(s)**. It is not meant to replace the IDEA or Chapters 14 and 711 of the Pennsylvania Regulations. For more detailed information about the evaluation process, refer to the annotated *Evaluation Report*, available at www.pattan.net.



The multidisciplinary evaluation team consists of qualified professionals and the parent of the student, which reviews the evaluation materials to determine whether the child is a child with a disability and whether or not the child requires specially designed instruction.

Disability Categories Under IDEA & PDE Chapter 14

1. **Autism:** A developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age three, that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.
2. **Deaf-blindness:** Concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.
3. **Deafness:** A hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child's educational performance.
4. **Emotional Disturbance:** A condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance: (A) An inability to learn that cannot be explained by intellectual, sensory, or health factors. (B) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers. (C) Inappropriate types of behavior or feelings under normal circumstances. (D) A general pervasive mood of unhappiness or depression. (E) A tendency to develop physical symptoms or fears associated with personal or school problems.
5. **Hearing Impairment:** An impairment in hearing, whether permanent or fluctuating, that adversely affects a child's educational performance but that is not included under the definition of deafness in this section.
6. **Intellectual Disability:** Significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a child's educational performance.
7. **Multiple Disabilities:** Concomitant impairments (such as intellectual disability-blindness or intellectual disability orthopedic impairment), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. Multiple disabilities does not include deaf-blindness.
8. **Orthopedic Impairment:** A severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by a congenital anomaly, impairments caused by disease (e.g., poliomyelitis, bone tuberculosis), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).
9. **Other Health Impairment:** Having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity

disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette syndrome. It must also adversely affect a child's educational performance.

10. **Specific Learning Disability:** A disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.
 - a. Areas of Specific Learning Disability Include:
 - i. Basic Reading Skills
 - ii. Oral Reading Fluency Skills
 - iii. Reading Comprehension
 - iv. Written Expression
 - v. Mathematics Calculation
 - vi. Mathematics Problem Solving
 - vii. Oral Expression
 - viii. Listening Comprehension
11. **Speech or Language Impairment:** A communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance.
12. **Traumatic Brain Injury:** An acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a child's educational performance.
13. **Visual Impairment including Blindness:** An impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness.

Helpful Tips Regarding Evaluation & Eligibility

1. A medical diagnosis alone does not guarantee eligibility for Special Education. There is a difference between a Medical Diagnosis and a Disability Category under IDEA.
2. To be eligible for Special Education, you must meet the definition of one of the disability categories listed above and be determined to be in NEED of Special Education.
3. There is no one method that should be used to determine need and to determine whether the child is accessing the curriculum.
4. A child is assessed in all areas of suspected disability.
5. Eligibility does not drive services. The child should receive services in all areas of need.
6. Early Intervention Services use the category Developmental Delay for younger children. Pennsylvania State adopts a definition of developmental delay and determined that the term applies to children aged three through five.

Developmental delay is not recognized as a school age disability category. Therefore, students identified with a developmental delay in early intervention will need a re-evaluation to determine whether they meet one of the above school aged disability categories, and whether they require specially designed instruction, upon transitioning from early intervention to kindergarten.

Evaluation Team

When evaluating students, the evaluation team should include the following:

1. Input from the student's regular education teacher;
2. If the student does not have a regular education teacher, a regular classroom teacher qualified to teach a student of his or her age;
3. The student's parent;
4. At least one person qualified to conduct individual diagnostic examinations of student, such as a speech-language pathologist, school psychologist or remedial reading teacher.
5. A certified school psychologist is a required team member when evaluating/considering eligibility for autism, emotional disturbance, intellectual disability, multiple disabilities, other health impairments, specific learning disabilities, and traumatic brain injury.

In addition to personnel who are required to participate in all 21CCCS evaluations, consideration for additional specialists that are needed to determine the student's need for related services should also be planned at this time. Related services are developmental, corrective, or supportive services that are needed by some students in order to benefit from their education program. Related services may include the following: occupational therapy, physical therapy, speech & language support, psychological services, vision or hearing support, social work services, orientation and mobility, and others. The LEA representative who is responsible for designing the evaluation must be familiar with the unique knowledge that specific related service providers bring to the evaluation process. Many students involved in special education evaluations have educationally related needs involving motor skills, sensory performance, communication/language performance, assistive technology, cognitive performance, and behavioral functioning. Such issues will require the inclusion of specific related service providers during the assessment process so that specific student strengths and needs can be appropriately addressed during the identification/evaluation process.

Purpose of Multidisciplinary Evaluation

Fundamentally, the evaluation functions to assist the evaluation team in answering two questions that are necessary to determine if a student qualifies for special education services and supports. For special education, both answers must be "YES":

1. Does the student have a disability as defined under IDEA & Chapter 711?
2. Does the student need specially designed instruction and related services?

Question one is answered in terms of the definitions for each category of disability according to IDEA regulations and PDE Chapter 711. The second question is answered in terms of the student's educational needs. Special education is specially designed instruction to meet the needs of a student with a disability. It is only when a student with a disability needs specially designed instruction that she or he becomes a candidate for receiving special education services and programs. The fact that a student has a disability does not automatically determine that the student is eligible for special education. These students may qualify for services and accommodations under Section 504 of the Rehabilitation Act of 1973 or under the Americans with Disabilities Act (ADA).

The evaluation for special education services must be comprehensive. According to IDEA & PDE Chapter 711, when conducting an evaluation, the LEA "shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information, including information provided by the parent; shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability or determining an appropriate educational program for the student; and shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors [§ 614(b)(2)(A-C)]." As in the past, evaluation tools and materials used to assess a student need to be selected so as not to be discriminatory on a racial or cultural basis, are used for purposes for which the assessments or measures are valid and reliable, are administered by trained and knowledgeable personnel, and are administered in accordance with any instructions provided by the producers of such assessments. New language in IDEA further states that the assessments "are provided and administered in the language and form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is not feasible to so provide or administer [§ 614(b)(3)(A)(ii)]." Consequently, native language may not be the form that yields the most accurate information.

Upon completion of the evaluation process, a team of qualified professionals and the parent of the student shall determine whether the student is a student with a disability and the student is in need of specially designed instruction. Consequently, it is the responsibility of the evaluation team to utilize sufficient procedures not only to make decisions regarding eligibility, but also to make substantive recommendations regarding the student's program. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent, guardian, or surrogate. A team meeting may be conducted to review the results, but is not required.

The [annotated Initial Evaluation Report from PaTTAN](#) provides an overview of the contents for the Evaluation Report.

Timeline

Student IS Eligible for Special Education Services	
Parent Agrees ↓ Convene IEP meeting within 30 calendar days of ER date and develop IEP ↓ Implement IEP within 10 school days or upon approval of NOREP	Parent Disagrees ↓ Convene IEP Meeting within 30 calendar days to offer FAPE ↓ Issue NOREP
Student NOT Eligible for Special Education Services	
Parent Agrees ↓ Issue NOREP	Parent Disagrees ↓ Issue NOREP

Procedural Safeguard Notice

When must a copy of the Procedural Safeguards be made available?

- Must be provided to the parent one time per year for students already receiving special education supports and services.
- Must be given upon initial referral or parent request for evaluation.
- Must be given when a complaint is placed by a parent to the Pennsylvania Department of Education.
- Must be given when a parent requests a copy of the Procedural Safeguards.
- Must be given when there is a manifestation determination hearing.
- Must be published on the 21CCCS website.
- Must be provided when there is an IEE request.
- Must be given when disciplinary actions result in a change of placement.

Proposed Script for the IEP Team Member Providing the Procedural Safeguards

“These Procedural Safeguards are your rights as a parent of a student with a disability. It will explain your rights and your student’s rights and what to do and who to contact if you have a dispute. Should you have any questions please contact the Director of Student Services for 21CCCS.”

Overview of the Office for Dispute Resolution (ODR)

The Office for Dispute Resolution (ODR) (<http://odr-pa.org>) is the agency in Pennsylvania that coordinates the administration of the statewide special education dispute resolution

system. There are several official processes in place to assist when a dispute arises, including:

- IEP Facilitation
- Mediation
- Due Process Hearing

These processes are used to resolve disputes between a parent and the Local Education Agency (LEA) responsible for providing the student with an education (e.g., a school district, intermediate unit, charter school, cyber school, or Department of Corrections). These disputes concern the identification, evaluation, educational placement, or the provision of a free appropriate public education (referred to as FAPE) for students with disabilities, students who are gifted, protected handicapped students, and students with disabilities.

Informal Meeting

Often, if a parent disagrees with an educational issue involving their child, the first and best step to take is to ask to meet with the parent and members of the school team to discuss the concern. This may be all that is needed to resolve the matter to the parent's satisfaction, however, the parent must remember that timelines applying to a request for due process may continue to run while such a meeting is set-up and held, so that a request for an informal meeting should not be delayed.

IEP Facilitation

IEP Facilitation is a voluntary process that can be utilized when all parties to the IEP meeting agree that the presence of a neutral third party would assist in the facilitation of communication and the successful drafting of an IEP for the student. This process is not necessary for most IEP meetings – it is most often utilized when there is a sense from any of the participants that the issues at the IEP meeting are creating an impasse or acrimonious climate, and it may be helpful to have a neutral, trained facilitator guide the process.

The facilitator's primary task is to assist the IEP team's effort to communicate, to ensure that the IEP team focuses on developing the IEP while addressing any disagreements that may arise during the meeting. The facilitator does not make recommendations or decisions for the IEP team. The members of the IEP team remain the sole decision-makers. Either the parents or LEA can request IEP Facilitation; **however, since the process is voluntary, both parties must agree.** If either the parents or the LEA decline to participate, facilitation cannot be used. Therefore, both parties must sign a request form that is available from ODR.

Mediation

Please see the section titled "Mediation" on page 17.

Due Process Hearing

Please learn more about Due Process starting on page 13.

Individualized Education Program

What is an IEP?

An “Individualized Education Program” (IEP) is a written plan that describes the unique needs of a student who is eligible for special education and explains the specific services that 21CCCS will give the student.

The IEP lists the special education, related services, and other supports the student needs to make meaningful progress in school. The IEP should explain when the services will begin, and how frequently and for how long they will be given (for example, two half-hour sessions of physical therapy every week). The IEP must also state where the services will be provided (for example, in a regular or special education classroom or a special school), and tell what special training and equipment will be given to the school staff (teachers and aides) who work with the student. The IEP also tells how much of the school day the student will spend with classmates who do not have disabilities.

Who Develops an IEP?

The IEP is developed by a team of people, including the parents. 21CCCS must give the student all of the special education, related services, and other supports listed in the IEP. The IEP is the “contract” between the parent and student and the school for the services a student needs to make progress. If 21CCCS does not follow the IEP, a parent can file a complaint with Pennsylvania’s Bureau of Special Education (BSE). The IEP Team must include:

- The student’s parents,
- At least one special education teacher or special education provider (for example, the student’s learning support teacher or speech therapist),
- At least one regular education teacher (if the student is, or may be, in any regular education classes),
- An LEA (a school official qualified to provide or supervise specially designed instruction, who knows about the school’s resources, and who is familiar with the general education curriculum). Usually this is the building principal, assistant principal, special education director or designee such as guidance counselor or school psychologist.
- Someone who can interpret the student’s evaluations (this does not have to be a separate person, so the student’s case manager could fill this role – if it is a separate person, it is usually the school psychologist),

- A gifted education teacher if the IEP is being written for a student with a disability who is also gifted, and
- The student, when appropriate. (The student must be invited to the meeting if postsecondary goals and transition needs are discussed at the meeting. This is **required** if the student will be 14 during the course of an IEP. If transition needs are not going to be discussed, then it is up to the parent to decide whether the student should attend the meeting.)

Who Else May Attend an IEP Meeting?

While the people listed above must attend IEP meetings (unless they are excused by the parent), other people can come to the meetings. The IEP Team can include anyone the parent or the school believes has knowledge or expertise about the student. This means that a parent can invite an advocate (either a lawyer or a non-lawyer. If a parent elects to bring an attorney to an IEP meeting, 21CCCS may choose to reconvene the meeting at a time where the school's attorney is available to attend the IEP meeting). In addition, 21CCCS or the parent can ask an occupational therapist (OT), physical therapist (PT), or speech therapist who is working with the student to attend the IEP meeting.

A parent can agree in writing to excuse one (or more) of the IEP Team members listed above. If the IEP Team member's area of expertise will not be discussed at the meeting, then the parent and 21CCCS may sign an agreement that the Team member can miss the meeting. If the team member's area of expertise is going to be discussed at the IEP meeting, before that team member can miss the meeting: (1) a parent must agree in writing and (2) the team member must give the parent and IEP team written input about the student before the IEP meeting.

Parent Attendance is Crucial

The law places great emphasis on parents' participation in the IEP Team meeting. 21CCCS must take steps to get one or both of the student's parents to attend the IEP meeting. That means the school must notify both parents of the meeting early enough so that they can attend, and schedule the meeting at a time and place that is convenient. The notice of the meeting must tell the parent the time, date, location, and purpose of the meeting. The Invitation to Participate in the Individualized Education Program (IEP) Team Meeting or Other Meeting form also informs the parent that one can bring other people to the meeting who have knowledge or expertise regarding the student.

There are times when an interpreter is needed for parents with deafness or parents whose native language is not English. The parents should let the 21CCCS principal and the Special Education Office know, as soon as possible, that an interpreter is needed for the IEP Team meeting. If the parents cannot attend the meeting in person, 21CCCS must offer the family other ways of participating in the meeting, including conference calls or video conference. If the family does not participate in person or by phone or via video

conference, 21CCCS can hold the meeting without the parent – but it must keep a detailed record of its efforts to get the parent to attend. These efforts should include three invitations attempts including calls to Parent(s), mailings to Parent(s) and visits to Parent’s home and/or place of employment.

IEP Team Meeting

21CCCS is permitted to give parents a draft IEP at the meeting (or before the meeting); however, the IEP is a working document and must include the parents’ input. When the IEP is finished, it should reflect the information discussed and decided by the IEP Team at the meeting. During the meeting, the IEP team must consider the student’s strengths, the parents’ concerns for enhancing the education of their child, the results of the most recent evaluation, and the student’s academic, developmental, and functional needs in determining what services and placement are appropriate for the student.

IEP Signature Page: It is important to ask everyone who attended the team meeting to sign the IEP signature page. By signing the IEP signature page, it only shows who attended the meeting. It does not mean that one agrees with the IEP. If someone participated via telephone or other electronic means, the signature section of the IEP should indicate how the team member participated.

Audio Recording of IEP Meetings: Audio recording of IEP meetings is permissible but **there is no express right to record**. Contrary to what many parents claim, neither the IDEA nor any other law provides a parent with an absolute right to record meetings. The “Parent Participation” provision, of the IDEA, found within 34 CFR 300.322(e), provides that “[t]he public agency must take whatever action is necessary to ensure that the parent understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.” Section 504 and the ADA also require that individuals with disabilities be afforded reasonable accommodations for their disabilities. Under all three laws, however, it is 21CCCS’ right and responsibility to determine what accommodations are appropriate. However, while there are circumstances under the ADA, Section 504, and the IDEA where accommodations must be made to ensure full participation by parents in special education meetings, 21CCCS may reserve audio and video recording of such meetings as an accommodation of last resort, to be used only where there are no other appropriate accommodations. Rarely is permitting recording of a meeting the only viable accommodation available. If a parent wishes to audio record any meeting, contact the Special Education Office for guidance. Written request to record a meeting should be given at least 5 days prior to the meeting.

IEP Components

The Pennsylvania Department of Education’s Bureaus of Special Education has developed an annotated IEP form to help individuals understand the contents of the document. This

document can be found by accessing: <https://www.pattan.net/Forms/Evaluation-Report-Annotated>

An IEP can be of any length and can contain any amount of information. However, what is really important is the information in the IEP needs to be useful to parents and school staff in guiding the student's educational program so that the student can make meaningful educational progress. The following is a breakdown of the various sections of an Individualized Education Plan (IEP).

IEP: Section I – Special Considerations

In the first section of the IEP, the IEP team must ask whether the student is blind or visually impaired, deaf or hearing impaired, if the student has needs in the areas of communication, if the student needs assistive technology (AT) devices and/or services, if the student has limited English proficiency, or if the student has behaviors that impede his/her learning or that of others. The Team should keep these “special considerations” in mind when it writes the student's IEP.

PDE's annotated IEP form explains each of these considerations in detail.

See: [Individualized Education Program. \(IEP\) \(Annotated\)](#)

- Blind/Visual Impairment
- Deaf or Hard of Hearing – IEP team must complete a communication plan
- Communication Needs
- Assistive technology includes devices or special equipment that improve the student's functional or communication skills. Assistive technology services may include help in determining the need for a specific service (usually through the SETT process) and training for the student, school staff, and possibly the student's family on how to use the device.
- Behavior that impedes the student's learning or the learning of others. If checked “yes,” then a Positive Behavior Support Plan must be developed by the IEP team based on a functional behavior assessment (FBA), and this will be part of the student's IEP.
- Positive Behavior Supports (PBS) addresses a student's behavior. These strategies must reflect individual student's needs and be based on positive – not punitive approaches. Behavior plans are developed following the completion of a functional behavior assessment (FBA) – [See “Behavior & Discipline” starting on page 54.]

IEP: Section II – Present Levels of Academic Achievement & Functional Performance

The second section of the IEP contains information on the student's present levels of academic achievement and functional performance (including social and daily living skills). It is important for this section to be completed because it provides a foundation for

setting meaningful goals and determining appropriate services. This section should include the student's strengths and needs, both academic and functional. For students aged 14 and older, this section must include the student's present levels related to transition planning in postsecondary education, employment, and independent living. It may also include results from vocational evaluations, career interest surveys, and other relevant assessments. Information from any Functional Behavioral Assessment (FBA) should also be part of this section. This section should include information on how the student's disability affects involvement and progress in the general education curriculum. Furthermore, with passage of Chapter 14, other specific questions need to be answered specific to the disability category of a student. These questions are as follows:

- **Autism:** Services for students with the disability of autism who require services to address needs primarily in the areas of communication, social skills, or behaviors consistent with those of autism spectrum disorders. The IEP for these students must address needs as identified by the team which may include the verbal and nonverbal communication needs of the student; social interaction skills and proficiencies; the student's response to sensory experiences and changes in the environment, daily routine, and schedules; and, the need for positive behavior supports or behavioral interventions.
- **Blind-Visually Impaired:** Services for students with the disability of visual impairment including blindness, who require services to address needs primarily in the areas of accessing print and other visually-presented materials, orientation and mobility, accessing public and private accommodations, or use of assistive technologies designed for individuals with visual impairments or blindness. For students who are blind or visually impaired, the IEP must include a description of the instruction in Braille and the use of Braille unless the IEP team determines, after the evaluation of the student's reading and writing needs, and appropriate reading and writing media, the extent to which Braille will be taught and used for the student's learning materials.
- **Deaf and Hard of Hearing:** Services for students with the disability of deafness or hard of hearing impairment, who require services to address needs primarily in the area of reading, communication, accessing public and private accommodations, or use of assistive technologies designed for individuals with deafness or hearing impairment. For these students, the IEP must include a communication plan to address the language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode; and assistive technology devices and services.

IEP: Section III – Transition Services

The third section of the IEP outlines the student's postsecondary goals—plans for life after high school—and the transition services the school will provide to help achieve those

goals. The purpose of transition planning is to build a bridge between school programs and adult life, including higher education, employment, independent living, and community participation. This section ensures the student is being prepared for life beyond high school by incorporating services such as career exploration, vocational training, life skills instruction, and connections to community resources. It must be completed for all students who are 14 or older during the school year covered by the IEP.

21CCCS and parent can agree to fill this section out earlier if that is appropriate for the student. Questions to ask include:

- What academic and other skills will the student need for adult living?
- Are the needed skills being taught?
- What does the IEP Team think should be the student's measurable postsecondary goals related to training, education, employment, and, where appropriate, independent living skills?
- Are these goals based on age-appropriate transition assessments and the student's own preferences? If not, why not?
- What transition services (including courses of study) are needed to help the student achieve the transition goals?

IEP: Section IV – Participation in State and Local Assessments

This section of the IEP explains how the student will participate in state and local assessments, including the Pennsylvania System of School Assessment (PSSA) and Keystone Exams. It must specify whether the student will take the general assessments with or without accommodations or if they qualify for an alternate assessment, such as the Pennsylvania Alternate System of Assessment (PASA), based on significant cognitive disabilities. A list of allowable accommodations can be found on PDE's website at:

<https://www.education.pa.gov/K-12/Assessment%20and%20Accountability/PSSA/Pages/TestingInformation.aspx>

If the Team decides that the student has such significant cognitive abilities that taking the PSSA would not be appropriate, the student will take the Pennsylvania Alternative System of Assessment or PASA test. The Team's decision to have a student take the PASA instead of the PSSA must be explained in the IEP. Please refer to the PASA website for detailed information: www.education.pa.gov Specific criteria for determining "who is the PASA for?" can be found here: [https://www.education.pa.gov/K-12/Special%20Education/Assessments/Pages/Pennsylvania-Alternate-System-of-Assessment-\(PASA\).aspx#:~:text=The%20Pennsylvania%20Alternate%20System%20of,general%20assessment%20even%20with%20accommodations.](https://www.education.pa.gov/K-12/Special%20Education/Assessments/Pages/Pennsylvania-Alternate-System-of-Assessment-(PASA).aspx#:~:text=The%20Pennsylvania%20Alternate%20System%20of,general%20assessment%20even%20with%20accommodations.)

NOTE: The decisions to assign a student to PASA must be made in collaboration with a 21CCCS special education administrator. If the team anticipates that a student's eligibility for PASA may be an issue, this should be discussed before the IEP meeting. If the topic arises during the meeting, the team must defer the decision until it has been reviewed with 21CCCS's

Special Education Administrators. If a student is determined to qualify for PASA, the IEP team is required to develop short-term objectives. Therefore, if there is any uncertainty about the student's eligibility, the team should be prepared to write these objectives in advance.

In order to help 21CCCS prepare their students for statewide assessments, the Pennsylvania Department of Education has developed "alternate eligible content." Alternate eligible content tells schools which parts of the state standards are most important for students to learn. The assessment anchors are also helpful because they explain what students are expected to learn in simpler terms than the state "standards" and include helpful examples on what to teach the students and how. For more information on assessment anchors and to get a copy of the Department's alternate eligible content visit: <https://www.education.pa.gov/K-12/Assessment%20and%20Accountability/PSSA/Pages/Assessment-Anchors.aspx>

As stated above, for students who take the PASA or another alternative assessment test, the law requires that the IEP includes short-term objectives in addition to annual goals. This is discussed under Measurable Academic and Functional Goals.

Pathways to Graduation: The Keystone Exams are one component of Pennsylvania's high school graduation requirements. Under Chapter 4 and Act 158, IEP teams determine how a student with disabilities will meet graduation requirements. The team must decide whether the student will demonstrate proficiency on the Keystone Exams or meet graduation requirements through an alternative pathway, such as Project-Based Assessments, a composite score across Keystone subjects, career and technical education (CTE) pathways, or evidence-based local assessments. For more information on graduation pathways, visit the Pennsylvania Department of Education (PDE) website at www.education.pa.gov and search for "graduation pathways."

ACCESS for English Learners (EL): Under the Every Student Succeeds Act (ESSA), Pennsylvania requires annual assessments of English language proficiency for English Learners (ELs) in grades K-12. This is done through the ACCESS for ELs assessment or, for students with significant cognitive disabilities, the Alternate ACCESS for ELs. The IEP team determines which assessment is appropriate for an EL student with a disability and documents this decision in the IEP. If the student will take the standard ACCESS for ELs, the IEP must indicate whether accommodations are needed and specify them.

If the student qualifies for the Alternate ACCESS for ELs, the IEP must explain why the standard assessment is not appropriate, justify the use of the alternate assessment, and list any accommodations. If the student cannot participate in certain sections of either assessment, such as a deaf student unable to take the listening section, the IEP must document the exempted sections and provide a reason.

Pennsylvania follows WIDA's guidelines for accommodating ELs with disabilities, ensuring that necessary supports are in place during testing. Parents can find more information about these guidelines on the [WIDA website](#). Any testing accommodations for ELs with disabilities must be clearly documented in the student's IEP.

IEP: Section V – Goals & Objectives

The fifth section of the IEP lists the measurable annual goals. Measurable annual goals are at the core of a student's individualized education program. Measurable annual goals must provide a clear description of the skills the student needs in order to access, participate, and make progress in the general educational curriculum. The goals must relate directly to the areas of need identified in the Present Levels of Academic Achievement and Functional Performance section of the IEP. Areas of need are determined by analyzing multiple sources of information, including evaluations, classroom-based assessments, student observations, and input from parents. A well-written measurable annual goal contains four parts: condition, student name, clearly defined behavior, and performance criteria.

1. **Condition** – The condition describes the situation in which the student will perform the behavior. Examples: Given visual cues, during independent practice in math, using a self-monitoring checklist, using passages from content area classes, given a writing prompt, etc.
2. **Student's Name** – Include student's first name in the goal.
3. **Clearly Defined Behavior** – This portion of a well-written goal specifically describes the target behavior in measurable and observable terms, using action verbs to state what the student will do. Use of vague terms (such as understand, recognize, discover) that cannot be observed directly or counted should not be used. Examples: locate, name, rank, select, point to, solve, analyze, create, etc.
4. **Performance Criteria** – There are three distinct components that must be included in the performance criteria of each annual goal:
 - a. **Criterion level:** Indicates the performance level the student must demonstrate.
 - b. **Number:** Indicate the number of times behavior must be performed at criterion level to reach mastery.
 - c. **Evaluation Schedule/Method:** Indicate how frequently the student will be assessed and the method of assessment.

Examples of Effective Measurable Annual Goals

- Given a three-minute writing prompt and use of a computer with word prediction software, Emily will create a paragraph addressing the topic of the prompt, containing at least three complete sentences, with no more than two grammatical errors, on four out of five consecutive weekly probes.
- Given a choice of three known items at various intervals during the day, Nasir will indicate his preference by signing, then taking the preferred item, with one or fewer prompts, on four out of five opportunities on three out of four consecutive days.
- Using a visual schedule, Ben will shift from one school task or activity to the next throughout the school day, independently without verbal outbursts, 80 percent of opportunities, daily for two consecutive weeks.

These are NOT measurable goals:

- Bobby will improve his reading this year.
- Jane will not act out in class.

A student's goals should be designed to address their individual needs, ensuring they can make progress and participate in the general education curriculum—the same curriculum followed by all students at their grade level. Students with disabilities should receive instruction in the same content as their peers unless there is a valid, disability-related reason for adjusting the level of instruction. 21CCCS cannot exclude a student from the general education curriculum simply because modifications are needed to accommodate their needs. A helpful resource for understanding academic goals is the Standards Aligned System (SAS), which provides an overview of grade-level expectations.

More information on SAS can be found at www.pdesas.org.

Short-Term Objectives

As previously mentioned, for students who take the PASA or another alternative assessment test, the law requires the IEP includes short-term objectives in addition to annual goals. The short-term objectives break down the yearly goals into small bites about what the student is expected to learn during the school year to achieve the annual goals. Short-term learning outcomes are also required for students who are gifted. Short-term objectives are not required for other students, but the IEP team can choose to include them.

- Example: Given visual and physical prompts when asked to copy simple lines and shapes, Emma will stay within one inch accuracy five out of five times within one week for three consecutive weeks.

How and When Progress Will Be Reported

The IEP team must decide how the annual goals will be measured. Goals can be measured through formal or informal assessment tools such as checklists, math or reading probes,

rubrics, etc. The IEP team must then decide when the progress on those annual goals will be reported to parents. This reporting must be done at least concurrent with the issuance of report cards through quarterly and other periodic reports, such as addenda to report cards, special progress reporting instruments, duplicated copies of the goals and objectives page of the IEP, documented phone conferences with parents, or other means decided by the IEP team.

IEP: Section VI – Special Education, Related Services, Supplementary Aids & Services, Program Modifications

This section of the IEP outlines the special education, related services, supplementary aids, and program modifications a student needs to make progress in the general education curriculum, achieve IEP goals, and participate in extracurricular and nonacademic activities. This is one of the most important parts of the IEP because it must indicate exactly what school personnel will do to help the individual student learn. The IEP Team should ask: What specialized instruction, methods, and strategies will be used by the school this year to help the student advance toward reaching his/her IEP goals, be involved and make progress in general education curriculum, and participate in extracurricular and nonacademic activities? This section should state what specially designed instruction (SDI), supports, and services the school will provide to the student.

In general, the schools have the right to pick the instructional approach and method that will be used to teach students. However, special education law requires that special education, related services, and supplementary aids and services (supports the student needs to be successful in a regular or special education classroom) included in the IEP be “based on peer-reviewed research to the extent practicable.” This means that if there are strategies that research studies show are successful in helping students with similar learning needs learn successfully, those strategies must be included in the student’s IEP – instead of approaches that do not have a proven track record of success. For more information on research-based practices and effective instruction, visit the Pennsylvania Training and Technical Assistance Network’s website at www.pattan.net.

It is important that the IEP team develop specially designed instruction from the assessment information for a particular student in consideration of the student’s specific needs and the PA academic standards. IEP teams should be careful to not offer too few or too many modifications or accommodations as either extreme can have a negative impact on the student’s education.

See section “Supplemental Aids & Services” starting on page 42 and “Adaptations” starting on page 44 for more information.

Related Services: Section six of the IEP also lists the related services the student will receive. Related services are support services that will help the student benefit from

his/her special education program. Examples of related services a student can receive include transportation, therapies (speech, physical, occupational, or psychological therapy), interpreting services for students who are deaf, parent training and counseling, and school health services (such as school nurse services). The IEP must tell you how often these services will be provided and how long each session will last. (For instance, instead of just stating “speech therapy,” an IEP should state: “Johnny will receive two 30-minute sessions of individual speech therapy per week.”) These services are determined by the IEP Team. The related service provider should participate in the IEP Team meeting. PATTAN’s annotated IEP also lists examples of related services. Changes to related services should not be made without documented input by service provider or representative or service provider. Case managers and LEAs should not make such changes unilaterally and when changes are made, such changes must be documented by NOREP.

Supports for School Personnel: The sixth section of the IEP also tells what help the school will give to the staff who will be teaching the student. Staff who may need support include administrators, regular education teachers, special education teachers, related service providers, bus drivers, and paraprofessionals (such as aides). Questions the IEP Team should ask include: Does the staff require special training to work with the student? Is a special education teacher needed to help the regular education teacher modify the curriculum or to provide extra support to the student in the regular education classroom?

Gifted Support Services: Section six of the IEP must also list any support services that are needed to help a gifted student who is also a student with a disability benefit from gifted education. Examples of such support services include counseling services, career guidance, flexible grouping, and transportation.

Extended School Year: Section six of the IEP also addresses whether the student is eligible for extended school year services. All students with a disability must be considered for ESY as part of their annual IEP meeting. See “Extended School Year Services” section starting on page 63 for more detailed information.

IEP: Section VII – Educational Placement

The final two sections of the IEP (Sections 7 and 8) explain where the student will receive services. It is the responsibility of each public agency to ensure that to the maximum extent appropriate student with disabilities, including those in public or private institutions or other care facilities are educated with students who are not disabled. Special classes, separate schooling or other removal of students with disabilities from the general educational environment occurs only when the nature or severity of the disability is such that education in general education classes, EVEN WITH the use of supplementary aids and services, cannot be achieved satisfactorily.

The IEP must tell you if the student will be included in regular education classes and activities and, if so, for how much of the school day. The IEP Team must begin by deciding if the student can make progress in a regular education class with supplementary aids and services. The Team must then decide what amount and type of special education support the student needs. The “amount” of special education support tells the team the total amount of time in a typical school day that the student receives special education supports from special education professional staff.

The following terms are used to communicate the **amount** of special education support:

- Itinerant support: special education support provided for 20% or less each day
- Supplemental support: special education supports provided for more than 20% of the day but less than 80% of the day)
- Full-time support: support provided for 80% or more of the day

The “type” of support listed in the IEP tells the student’s most important learning needs – to learn academic skills (learning support), to control behaviors (emotional support), to acquire basic living skills (life skills), etc.

The “location” of the program is also found in this section of the IEP. If the student will not be in the neighborhood school, the IEP must explain why the student’s needs cannot be met in that school.

IEP: Section VIII – Penn Data Reporting

Section 8, the final section of the IEP, contains information that the state uses to track whether school districts are placing students with disabilities in programs with students who are not disabled, as opposed to separate special education programs. The IEP Team must determine how much time a student with a disability is being educated in a regular education classroom.

Key Information About IEPs

- An IEP must be in place for each student receiving special education services at the beginning of each school year. If a student has just been evaluated for the first time, an IEP Team meeting must be held within 30 calendar days of the date listed on the Evaluation Report. The law requires the school to give the parent 10 calendar days to review the Evaluation Report before this first IEP meeting, but parents can choose to waive (give up) this right in writing and to have the meeting sooner. This should be a rare occurrence rather than practice.
- After the IEP has been finalized, the school must give the parents a free copy of the IEP along with a form called a *Notice of Recommended Educational Placement/Prior Written Notice (NOREP/PWN)*. The NOREP/PWN form asks the parents to say (in writing) whether they approve the IEP. If the IEP Team has just written the student’s

first IEP, special education services cannot start unless the parent approves the IEP in writing on the NOREP/PWN. For later IEPs, the new IEP can start if the parent returns a signed NOREP/PWN that has the “I approve” box checked or if the parent does not return the NOREP at all within 10 calendar days.

- When the IEP is approved, the school must explain to its staff their responsibilities and the specific supports, modifications, and accommodations that they must give the student under the IEP. The IEP document itself must also be available for the staff to review.
 - Staff includes: the student’s regular and special education teachers, his/her related services providers, and any other person who is responsible for following the IEP. Don’t assume that all the people who are working with the student have access to the most recent copy of the student’s IEP. The IEP case manager needs to check with all educators, therapists, and anyone else who may have a role to play, to make sure that they have a copy of the student’s most recent IEP.
- A student in 21CCCS must be given the services in his/her IEP (at the location listed on the IEP) no later than 10 school days after the IEP is completed.
- The IEP team must meet at least once every year to review and revise the IEP based on: the student’s progress on his/her annual goals, the student’s progress in the general education curriculum, any reevaluations that have been done, and parent or teacher concerns.
- If the parent agrees, the IEP can also be amended (changed) between the yearly meetings without holding an IEP Team meeting. The IEP amendment must be in writing. The school must tell all of the IEP Team members about the change.
- While the school must make sure the IEP Team meets every year, parents or school staff have the right to ask for more frequent IEP Team meetings. The law does not limit the number of IEP meetings the parents can request.

Transfer Students with an IEP

Within Pennsylvania

For students transferring from one school district to another within the state of Pennsylvania, the receiving LEA must provide services comparable to those described in the IEP from the sending school. The LEA can choose to either adopt the previous IEP or develop and implement a new IEP.

State to State

For students transferring between states, IDEA requires that the new LEA must also continue comparable services until it conducts an evaluation of the student. If the LEA determines it to be necessary and develops a new IEP, it must be consistent with federal and state law. Both old and new LEAs are required to take reasonable steps to ensure

that the student’s IEP, supporting documentation, and other records are promptly transferred.

Procedure for Transfer Students

1. The LEA designee reviews incoming transfer records to determine if IEP can be implemented within the school or an outside placement.
2. If the IEP is current, follow procedures for Revising an IEP and convening a meeting.
3. If a student with an IEP transfers from out-of-state into Pennsylvania and the student requires an evaluation, the LEA should conduct an initial evaluation to determine eligibility for special education and services. 21CCCS must implement the existing IEP until the evaluation is completed. If a parent refuses to consent to an initial evaluation, refer to Initial Evaluation section of this manual for guidance.

Supplemental Aids and Services

Supplementary aids and services are defined as aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate. The purpose of providing supplementary aids and services is to support students with disabilities as active participants with nondisabled peers as well as to enable their access to the general curriculum.

Supplementary aids and services include modification to the general curriculum. Supplementary aids and services must be available to all students who need them, designed to provide meaningful educational benefit, and provided in a manner that avoids stigmatizing students.

A framework for considering the full range of supplementary aids and services can be found on a publication titled, “Supplementary Aids and Services Fact Sheet” available on the [PaTTAN website](#).

This framework includes four categories of supplementary aids and services (collaborative, instructional, physical, and social-behavioral). PATTAN has developed the following grid to provide an overview of these supports:

Collaborative: Adults working together to support students.
• Scheduled time for co-planning and team meetings • Instructional arrangements that support collaboration (e.g., co-teaching, paraeducator support)

- Professional development related to collaboration
- Coaching and guided support for team members in the use of assistive technology for an individual student
- Scheduled opportunities for parental collaboration
- School personnel collaborate in the development and delivery of SAS

Instructional: Development and delivery of instruction that addresses diverse learning needs.

- Providing modified curricular goals
- Providing alternate ways for students to demonstrate learning
- Providing test modification
- Providing alternate materials and/or assistive technology (e.g., materials on tape, transcribe text into Braille, large print, alternate computer access)
- Providing instruction on functional skills in the context of the typical routines in the regular classroom
- Changing method of presentation
- Using reader services
- Providing research-based supplementary materials
- Providing instructional adaptations (e.g., pre-teaching, repeating directions, extra examples and non-examples, providing visual cues, using scaffolding to plan for written work, providing guided notes)

Physical: Adaptation and modifications to the physical environment.

- Furniture arrangement in environments
- Specific seating arrangements
- Individualized desk, chair, etc.
- Adaptive equipment
- Adjustments to sensory input (e.g., light, sound)
- Environmental Aids (e.g., classroom acoustics, hearing, ventilation)
- Structural Aids (e.g., wheelchair accessibility, trays, grab bars)

Social-Behavioral: Supports and services to increase appropriate behavior and reduce disruptive or interfering behavior.

- Social skills instruction
- Counseling supports
- Peer supports (e.g., facilitating friendships)
- Individualized behavior support plans
- Modification of rules and expectations
- Cooperative learning strategies

Adaptations: Accommodations & Modifications

There are many adaptations an IEP team can use when developing programs for students with disabilities. Two types of adaptations are accommodations and modifications. The difference is that accommodations do not alter expectations of students, while modifications alter expectations of students. The following are types of adaptations a team might consider when developing an individualized program for a student:

Curricular Adaptations: Changes in educational environments that allow students equal opportunity to obtain access, results, benefits, and levels of achievement. These adaptations consist of both accommodations and modifications. These changes make learning, or work, more manageable for the individual.

- **Accommodations:** Adaptations that change course content, teaching strategies, standards, test presentation, location, timing, scheduling, expectations, student responses, environmental structuring, and/or other attributes which provide access for a student with a disability to participate in a course/standard/test, which **DO NOT** fundamentally alter or lower the standard or expectations of the course/standard/test. These accommodations provide access to participate in the Least Restrictive Environment (LRE) and an opportunity to demonstrate mastery of performance standards.
- **Modifications:** Changes in course content, teaching strategies, standards, test presentation, location, timing, scheduling, expectations, student responses, environmental structuring, and/or other attributes which provide access for a student with a disability to participate in a course/standard/test, which **DO** fundamentally alter or lower the standard or expectations of the course/standard/test. These modifications, although providing access, will necessitate careful selection of assessment components to achieve accountability for performance.

The following table lists examples of adaptations an IEP team may consider when developing an IEP. It is essential that adaptations relate to areas of student need.

Instructional: Development and delivery of instruction that addresses diverse learning needs.
• Providing modified curricular goals • Providing alternate ways for students to demonstrate learning • Providing test modification • Providing alternate materials and/or assistive technology (e.g., materials on tape, transcribe text into Braille, large print, alternate computer access) • Using a keyboard/portable device • Instruction in keyboarding skills

- Providing instruction on functional skills in the context of the typical routines in the regular classroom
- Changing method of presentation
- Using reader services
- Providing research-based supplementary materials
- Providing instructional adaptations (e.g., pre-teaching, repeating directions, extra examples and non-examples, providing visual cues, using scaffolding to plan for written work, providing guided notes)

Physical: Accommodations and modifications to the physical environment.

- Furniture arrangement in environments
- Arrange furniture differently or provide specialized furniture
- Specific seating arrangements
- Individualized desk, chair, etc.
- Provide access to specific areas of classroom or settings outside of classroom
- Adaptive equipment
- Adjustments to sensory input (e.g., light, sound)
- Allow for water bottle or sensory object during instruction
- Environmental Aids (e.g., classroom acoustics, hearing, ventilation)
- Structural Aids (e.g., wheelchair accessibility, trays, grab bars)

Social-Behavioral: Supports and services to increase appropriate behavior and reduce disruptive or interfering behavior.

- Social skills instruction
- Counseling supports
- Peer supports (e.g., facilitating friendships)
- Individualized behavior support plans
- Modification of rules and expectations
- Cooperative learning strategies

Reevaluation

How is a reevaluation initiated?

Reevaluations are required once every 3 years, unless the parent and the public agency agree that a reevaluation is unnecessary, which is to be documented through the *Agreement to Waive Reevaluation Form* and included in the student's educational record. PARC Consent Decree requires students with intellectual disabilities to be reevaluated every 2 years. Reevaluation for students with intellectual disabilities may not be waived.

Purpose of the Reevaluation

One purpose of a reevaluation is to decide if the student continues to have a disability and needs special education and related services. The reevaluation should also help the IEP Team decide whether the student is making reasonable progress towards IEP goals and, if reasonable, progress is not being made, what changes are needed.

Waiving a Reevaluation

If the Local Educational Agency (LEA) recommends that the reevaluation is not necessary, the form titled *Agreement to Waive Reevaluation* must be provided to the parent. The LEA must indicate on the form the reasons it has made this determination. The parent has the option to agree to waive reevaluation or proceed with the reevaluation. A waiver of reevaluation requires written parental consent. Important reminder: waiving a reevaluation is not an option for a student who has a diagnosis of intellectual disability.

If the parent agrees to waive reevaluation, no reevaluation report is written.

- No *Prior Written Notice for Reevaluation and Request for Consent Form* is issued.
- The signed *Agreement to Waive Reevaluation* is included in the student's educational record.
- A reevaluation is not required for 3 years from the date of the parent signature on the *Agreement to Waive Reevaluation*.
- There is no requirement to revise the Individualized Education Program (IEP) as part of this process unless the IEP is due for its annual review.

Students Transfers from Out-of-State:

If a student with an IEP transfers from out-of-state into Pennsylvania, 21CCCS must issue a NOREP indicating that they will implement the current IEP (to the best ability). 21CCCS should issue a *Prior Written Notice for Initial Evaluation and Request for Consent Form* and a copy of the *Procedural Safeguards Letter & Procedural Safeguards Notice*. This evaluation would be considered an initial evaluation. The evaluation is conducted to determine eligibility for special education programs and services in Pennsylvania. During this process, the LEA must implement the existing IEP until the evaluation is completed. If by chance the parent refuses to provide consent for the initial evaluation, the LEA may go to due process to override the parent's refusal to consent to the initial evaluation. If the LEA does not decide to go to due process, the LEA would not be in violation of FAPE. The LEA has a Child Find responsibility and would meet this responsibility by issuing the *Prior Written Notice for Initial Evaluation and Request for Consent Form*. Since the purpose of the evaluation is to determine eligibility in Pennsylvania and the parent refuses consent, the LEA met its child find responsibility. Because the initial evaluation to determine eligibility in Pennsylvania cannot be conducted, the student is not considered eligible for special education programs and services.

Reevaluation Process

For all students (including those with intellectual disability), the reevaluation begins with a review of existing data by the IEP Team (i.e., PSSA scores, report cards, progress monitoring reports, and other relevant data), including the parent. If a student has a disability category of autism, emotional disturbance, intellectual disability, multiple disabilities, other health impairment, specific learning disability, or traumatic brain injury, the school psychologist must be involved in the process. This review does not require permission from the parent nor is a meeting required. (“The group may conduct its review without a meeting.”§300.305 (b)). However, the parent must be included in the review.

A review of existing evaluation data, completed in Section I of the reevaluation report titled *Summarize Information Reviewed*, is conducted by the IEP team to determine if enough information exists to complete the reevaluation process. At the end of the data review, the IEP team will determine one of the following:

1. The IEP team determines **ADDITIONAL EVALUATION DATA IS NOT NEEDED**
2. The IEP team determines **THERE IS A NEED FOR ADDITIONAL EVALUATION DATA**

If the IEP Team determines that **NO ADDITIONAL DATA** is needed:

- The appropriate box on the reevaluation report is checked and the reason(s) written on the reevaluation report. Findings (based upon existing data) are summarized and conclusions regarding eligibility are made.
- A copy of the reevaluation report is given to the parent and the reevaluation report becomes part of the student’s educational record. Please note, if additional data are not needed, the *Prior Written Notice for Reevaluation and Request for Consent Form – School Age* is not needed and, therefore, is not part of the student’s educational record.
- The student’s IEP must be reviewed and revised within 30 calendar days of the completion of the reevaluation report.
- Reevaluation is not required for another 2 years for students with intellectual disability and for 3 years for all other students with disabilities.

By determining that **ADDITIONAL EVALUATION DATA IS NOT NEEDED**, the IEP team is indicating they believe enough information exists to: determine continued eligibility for special education and to develop an IEP for the student if needed. The team completes Item 1 in the reevaluation, beginning with a thorough explanation of why the team determined that additional evaluation data are not needed. Item 1 also requires a summary of information that led to the conclusion as to the continued eligibility of the student.

If the IEP team determines that additional evaluation data are not needed, the LEA should complete the Reevaluation Report and issue it to the parents. The parent, as a member of the IEP team, has the right to request additional assessments at this point in the reevaluation process, to determine whether the student continues to be a student with a

disability and eligible for special education services. The Reevaluation Report must be provided to the parents no later than two years from the date of the previous Evaluation Report or Reevaluation Report for students with an Intellectual Disability, or not later than three years from the date of the previous Evaluation Report or Reevaluation Report for students with other disabilities. For students identified with a specific learning disability only, the parent and LEA may agree in writing to extend the required three-year timeline.

If the parent requests additional assessments at this point in the reevaluation process, the LEA has the options of agreeing or disagreeing with the request for additional assessments.

- If the LEA agrees to conduct additional assessments, the LEA checks the box in Section II, Item 2 indicating that additional data are needed and issues the *Prior Written Notice for Reevaluation and Request for Consent Form – School Age* to the parent. The LEA will have 60 calendar days from receipt of parent permission to complete the reevaluation report and provide the parents with a copy of the report (not including summer months). Regardless of the 60-day period to complete the evaluation, the LEA still must complete the reevaluation process within the two or three year requirements.
- If the LEA does not agree to conduct additional assessments, the LEA issues a *Notice of Recommended Educational Placement/Prior Written Notice (NOREP/PWN)* with an explanation of the refusal. If the LEA or parent initiate a reevaluation earlier than the mandated two-or three-year reevaluation, and the review of existing evaluation data indicates that additional evaluation data are not needed, a Reevaluation Report must be completed and issued to the evaluation team, including the parent, to reflect the summary and conclusions. While regulations are silent on a time frame for this process, the Reevaluation Report should be issued in a timely manner so it reflects current evaluation data.

If the IEP Team determines that **ADDITIONAL DATA IS** needed:

- The appropriate box on the reevaluation report is checked
- The *Prior Written Notice for Reevaluation and Request for Consent Form – School Age* and *Procedural Safeguards Notice* are provided to the parent. The LEA must indicate the reason for the reevaluation and the specific types of assessment tools, tests, and procedures that will be used. The *Prior Written Notice for Reevaluation and Request for Consent Form – School Age* is part of the student's educational record.
- The reevaluation must be completed and presented to the parents within 60 calendar days (not including summer days) of parental consent and/or by the anniversary date of the previous Evaluation/Reevaluation Report.
- After the additional data are collected and analyzed, the findings and interpretation of the additional data are written into the reevaluation report and conclusions regarding eligibility are made.

- A copy of the reevaluation report must be given to the parent at least 10 school days prior to the meeting of the IEP team (unless the team chooses to waive this timeline, which is documented in the IEP). The reevaluation report becomes part of the student's educational record.
- The student's IEP must be reviewed and revised within 30 calendar days of the completion of the reevaluation report.
- Reevaluation is not required for another 2 years for students with intellectual disability and for 3 years for all other students with disabilities.

By determining that **THERE IS A NEED FOR ADDITIONAL EVALUATION DATA**, the IEP team is indicating that more information is needed to: determine continued eligibility for special education and/or develop an IEP for the student if needed. Following the gathering of the additional evaluation data, the team completes item 2 in the reevaluation report, reporting on the results of the data collection and their conclusion as to continued eligibility of the student. While a meeting to review existing evaluation data is not required, the information that will be reviewed must be provided to all members of the IEP team, including the parents, before making the decision that new evaluation data is needed or are not needed. When the decision is made to collect additional evaluation data, the team must seek permission from the parents using the *Prior Written Notice for Reevaluation and Request for Consent Form - School Age*. If reasonable attempts to get permission are not successful, the team may conduct the reevaluation.

There might be a condition that warrants a reevaluation be completed more frequently than every three or two years. This occurs when an IEP Team believes additional information is required to determine educational or related services needs of a student, or to try and determine why a student is not making academic or functional progress. Furthermore, a reevaluation is also required if:

- A student's educational placement and/or services is being proposed to change to a more restrictive placement;
- A student is thought to no longer be in need of special education supports and services;
- A parent requests a reevaluation;
- A member of the student's educational team requests a reevaluation.

If the student's eligibility is not in question, but a parent requests a reevaluation to determine educational needs of the student, the LEA must respond to the parent's request to conduct a reevaluation by: (1) conducting a review of data; (2) conducting a full reevaluation; or (3) declining to conduct the reevaluation. If the LEA declines to conduct the reevaluation, the LEA must issue a *NOREP/PWN* to the parent. The LEA must provide notice to the parent if the LEA refuses to initiate or change the identification, evaluation, or education placement of the student or the provision of FAPE to the student.

A reevaluation must be conducted prior to implementing a change in level of support and/or change in service on a student's IEP (i.e., a change from full time learning support to itinerant learning support). One of the purposes of the reevaluation is to determine the educational needs of the student, including whether any additions or modifications to the specially designed instruction and related services are needed to enable the student to meet his/her IEP goals and/or to participate in the general education curriculum. Because the evaluation/reevaluation report outlines the unique needs of the student, the IEP Team develops an IEP based on the needs described in the evaluation/reevaluation. For example, if a student is in a full-time special education placement, that placement decision was based upon the needs described in the evaluation/reevaluation report. When the student's placement is changed from full time to itinerant, there should be a basis for the change in educational placement. It is unlikely that that the student's IEP developed for the full-time level of support could be implemented in the itinerant setting because the educational program in the itinerant setting is likely to be substantially and materially different from the educational program in the full-time setting. Therefore, the IEP Team will need new information available through the reevaluation process to support the change in type of support.

Reevaluation Timeline

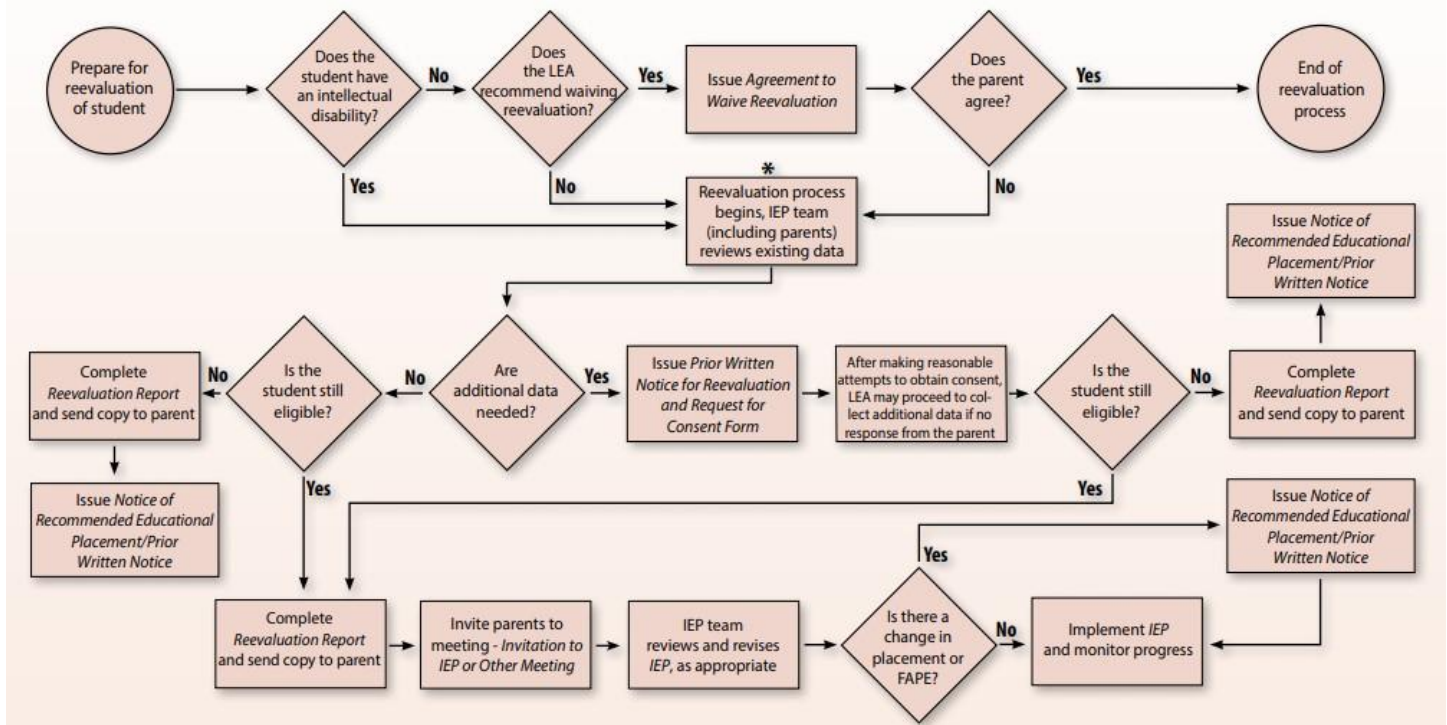
- The reevaluation must be completed and presented to the parents within 60 calendar days (not including summer months) of parental consent and/or by the anniversary date of the previous Evaluation/Reevaluation Report.
- A copy of the reevaluation must be given to the parent at least 10 school days prior to the IEP meeting (unless the parents waive this timeline and document this in the IEP).
- Students' IEPs must be reviewed and revised within 30 calendar days of the completion of the reevaluation report.
- **LEA proposes reevaluation process and team determines no additional data is needed:** Complete and send a copy of the reevaluation report to parent; and a newly revised IEP must be developed within 30 calendar days after completion of the reevaluation report. Copies are included in the student's educational record. No permission to re-evaluate is needed if no additional data have been requested.
- **LEA proposes reevaluation process and team determines additional data is needed:** Issue *Prior Written Notice for Reevaluation and Request for Consent Form* – *School Age* with *Procedural Safeguards Notice*, and:
 - Reevaluation must be completed within the 2 or 3 year Timeline;
 - The completed reevaluation report is conducted within 60 calendar days (excluding summer months) and a copy is provided to the parents;
 - The reevaluation report is provided to the parent at least 10 school days prior to the IEP meeting (unless the parents waive this timeline and document this in the IEP);

- A newly revised IEP is developed within 30 calendar days after completion of the reevaluation report; and
- Copies are included in the student's educational record.

The Special Education Reevaluation/IEP Process

This flowchart shows the basic steps to be followed and the decisions to be made by local educational agencies (LEAs) to meet the requirements for reevaluation and development of *Individualized Education Programs (IEPs)* for students with disabilities **when the request is initiated by the LEA**. It is not meant to replace the IDEA or Chapters 14 and 711 of the Pennsylvania Regulations. For more detailed information about the reevaluation process, refer to the annotated *Reevaluation Report* available at www.pattan.net. Reevaluation is required every 3 years unless it is waived by both LEA and parent(s). In Pennsylvania, a reevaluation for students with an intellectual disability is required every 2 years and cannot be waived.

LEA Initiated Request



Parent Requests Reevaluation

Parents may request a reevaluation at any time, up to one evaluation per year.

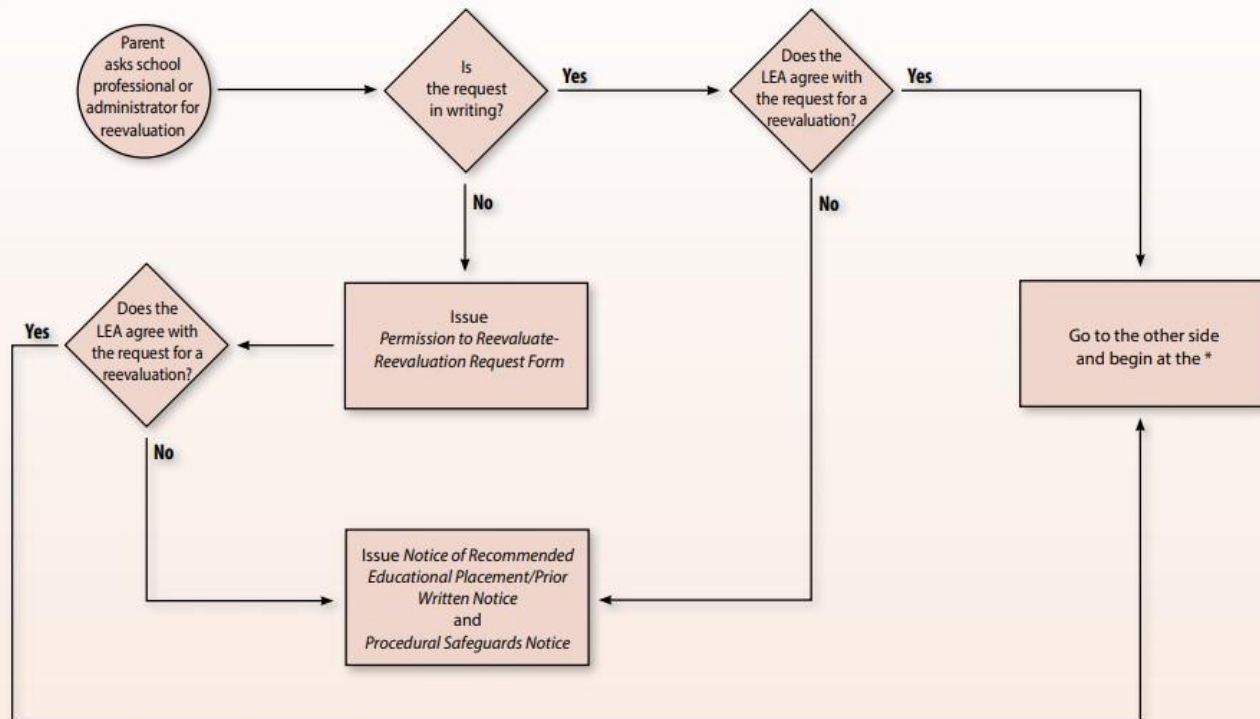
- Send parent *Permission to Reevaluation – Reevaluation Request Form* within **10 calendar days** (not including summer days) of request;
 - If LEA agrees to conduct reevaluation, send parent *Prior Written Notice for Reevaluation and Request for Consent Form – School Age and Procedural Safeguards Notice* within reasonable time of receipt of *Permission to Reevaluate – Reevaluation Request Form*. Best practice identifies reasonable time as 10 school days;
 - If LEA does not agree to conduct reevaluation, send parent *Notice of recommended Educational Placement/Prior Written Notice (NOREP/PWN)* within reasonable time of receipt of *Permission to Reevaluate – Reevaluation Request Form*. Best practice identifies reasonable time as 10 school days.

The Special Education Reevaluation/IEP Process

Parent Initiated Request



This flowchart shows the basic steps to be followed and the decisions to be made by local educational agencies (LEAs) to meet the requirements for reevaluation and development of *Individualized Education Programs (IEPs)* for students with disabilities **when the request is made by the parent(s)**. It is not meant to replace the IDEA or Chapters 14 and 711 of the Pennsylvania Regulations. For more detailed information about the reevaluation process, refer to the annotated *Reevaluation Report* available at www.pattan.net. Reevaluation is required every 3 years unless it is waived by both LEA and parent(s). In Pennsylvania, a reevaluation for students with an intellectual disability is required every 2 years and cannot be waived.



Functional Behavioral Assessments & Positive Behavior Support Plans

Functional Behavioral Assessment

Functional Behavioral Assessment (FBA) is a process for identifying problem behaviors and developing interventions to improve or eliminate those behaviors. An FBA consists of information-gathering procedures that result in a hypothesis about the function(s) that the behavior is serving for the student. The process also results in the identification of environmental antecedents (what happened before the behavior occurred) and consequences (what happened after the behavior occurred) that are maintaining the behavior. The information gathered is used to develop an effective and efficient behavior plan.

Information must be gathered indirectly through a team interview of people who have observed the behavior of the student in a variety of settings and conditions. The purpose

of the interview is to review variables affecting the behavior, and then narrow the focus to those variables that are important to the student. Information also should be gathered by collecting data through direct observation of the behavior across settings and times with consideration of a variety of other environmental factors (e.g., other persons present, task demands, changing conditions). Information gathered during the interview portion of the FBA identifies the type of data to collect during direct observations. A graphic representation of the data collected, written descriptions collected through structured anecdotal reports during direct observations, and the interview information result in the following:

- Development of a specific, clear description of the behavior of concern
- Identification of environmental factors such as antecedents and consequences corresponding with the behavior
- Development of summary statements identifying the perceived function(s) of the behavior of concern

This information serves as the basis for the development of a positive behavior support plan that changes environmental conditions (i.e., antecedents and consequences) while providing instruction in the acquisition of new, more appropriate behaviors. Throughout the baseline and intervention phases, data are collected and evaluated, and decisions are made based upon analyses of the data. Ongoing revisions to the positive behavior support plan should continue to be driven by data analyses.

When should an FBA be conducted?

An FBA must be conducted:

- Whenever the Individualized Education Program (IEP) team:
 - (1) determines that a student's behavior is interfering with his/her learning or the learning of others, and
 - (2) requires additional information to provide appropriate educational programming.
- When a behavior violates a "code of student conduct" that results in a change of placement and is determined by the IEP team to be a manifestation of the student's disability.
- When the school refers the student to law enforcement.
- When a student is removed from his/her current placement as a result of weapon possession, and/or illegal drug possession/ use, and/or serious bodily injury.

Positive, rather than negative, measures must form the basis of behavior support programs to ensure that all students and eligible young children shall be free from demeaning treatment, the use of aversive techniques, and the unreasonable use of restraints. Behavior support programs must include research-based practices and techniques to develop and maintain skills that will enhance an individual student's or eligible young child's opportunity for learning and self-fulfillment. Behavior support

programs and plans must be based on a functional assessment of behavior and utilize positive behavior techniques. When an intervention is needed to address problem behavior, the types of intervention chosen for a particular student or eligible young child shall be the least intrusive necessary.

The use of restraints is considered a measure of last resort, only to be used after other less restrictive measures, including de-escalation techniques, in accord with Chapters 711. Notwithstanding the requirements incorporated by reference in 34 CFR §300.34, §300.324 and §300.530 (relating to related services; development, review, and revision of Individualized Education Programs (IEPs); and authority of school personnel), with regard to a child's behavior, the following words and terms, when used in this section, have the following meanings, unless the context clearly indicates otherwise:

- Aversive techniques—Deliberate activities designed to establish a negative association with a specific behavior.
- Behavior support—The development, change, and maintenance of selected behaviors through the systematic application of behavior change techniques.
- Positive behavior support plans—A plan for students with disabilities and eligible young children who require specific intervention to address behavior that interferes with learning.

Positive Behavior Support Plan

A Positive Behavior Support Plan (PBSP) is developed by the IEP team based on a Functional Behavior Assessment (FBA) and included in the student's IEP. PBSPs must use evidence-based strategies, emphasizing positive reinforcement and proactive techniques while prohibiting aversive interventions. Physical restraint is only permitted in emergencies when a student poses an immediate danger and less restrictive methods have failed. In such cases, trained staff must intervene, document the incident, notify parents within 24 hours, and conduct a team review. The focus is on prevention, de-escalation, and student-centered supports to maintain a safe and inclusive learning environment.

Disciplinary Change of Placement

When a change of placement occurs, and/or subsequent to a referral to law enforcement for students with disabilities, as part of the evaluation/reevaluation, the LEA must conduct an FBA. The LEA must then complete the report and develop a positive behavior support plan as part of the IEP or modify the existing positive behavior support plan to prevent recurrence of the behavior.

A disciplinary change in placement occurs when a student with a disability is removed for:

- More than 10 consecutive school days, or
- More than 15 cumulative school days in a school year, or

- When school days 11-15 constitute a pattern of exclusion, or
- Even one school day for a student with intellectual disability or
- Up to 45 school days to an interim alternative educational setting for violations involving drugs, weapons, or serious bodily injury

Permission to Evaluate or Reevaluate

A functional behavioral assessment (FBA) is understood to be an individualized evaluation of a child in accordance with 34 CFR §300.301 through 34 CFR §300.311 to assist in determining whether the child is, or continues to be a child with a disability. The FBA process is frequently used to determine the nature and extent of the special education and related services that the child needs, including the need for a positive behavior support plan (PBSP). As with other individualized evaluation procedures and consistent with 34 CFR §300.300 (a) and (c), parental consent is required for an FBA to be conducted as part of the initial evaluation or a reevaluation.

PaTTAN has developed a plethora of resources to assist MDT and IEP teams with this process. The following links are these resources:

Functional Behavior Assessment

<https://www.pattan.net/Publications/Functional-Behavioral-Assessment>

Functional Behavior Assessment Process

<https://www.pattan.net/Publications/Functional-Behavioral-Assessment-Process>

Functional Assessment Observation Tools

<https://www.pattan.net/Resources/instructional-materials/functional-assessment-observation-tools>

(ABC Observation Form, Functional Assessment Scatterplot, Classroom Scatterplot, Functional Assessment Observation Form, PA Data Collection Tools)

Functional Assessment Interview Forms

<https://www.pattan.net/Resources/instructional-materials/functional-assessment-interview-forms>

(Functional Interview with a Student, Student-Directed Functional Assessment Tools)

Behavior & Discipline

We firmly believe that effective behaviors and self-discipline, originates in the home. ***The parent/guardian is the first teacher of his/her child and should develop in him/her good behavior habits and proper attitudes of respect for others, themselves and the school.*** It is essential that parents/guardians recognize that the teacher, in accordance with PA school law, takes the place of the parent/guardian while the child is in school (in loco parentis). We expect that parents/guardians have taught their child respect for self, the

law, authority, the rights of others, and private and public property. Parents/Guardians should realize that a disruptive student not only hinders his/her own educational progress, but also the educational rights of every other student. Parents/Guardians are expected to work with the school members in carrying out recommendations, including discipline, made in the best interest of the student.

Student discipline may range from, but is not limited to: a verbal reprimand, loss of privileges, detention, suspension or expulsion and/or arrest. The classroom teacher will handle normal classroom discipline. All academic problems will be referred to the guidance counselors.

Board of Education Policies/Discipline

For the purpose of this handbook school policies have been summarized. Complete policies may be reviewed on the school website at <https://21cccs.org> and can be accessed by clicking the following tabs:

1. About
2. Board of Trustees
3. Click Here For 21CCCS Policies.

You may access all discipline policies including:

- Attendance Policy #2004
- Student Discipline #2018
- Tobacco, Illegal Drugs and Vaping Products #2022
- Weapons #2018.1
- Terroristic Threats #2018.2
- Dress and Grooming #2021
- Controlled Substances/Paraphernalia #2027
- Threat Assessment #2036.1
- Hazing #2047
- Bullying/Cyber bullying #2049
- Computer Monitoring #2061
- Nondiscrimination/Discriminatory Harassment #1003

Discipline Infractions

The following guidelines outline expected consequences for violations of our discipline policy. This outline may be modified if, in the judgment of an administrator, alternative or additional action will serve the best interest of the student and/or school environment. Also, the disciplinary policy, in general, is subject to change throughout the school year with the Board of Trustees approval.

21CCCS is committed to the belief that all students are entitled to the best education possible. 21CCCS has developed the following discipline policy in order to ensure that all students receive their education in an environment that is safe, orderly, and conducive to learning.

Referral Procedures for Students

The classroom teacher will first redirect students who violate the classroom regulations. If redirection fails, students will be asked by the teacher to have a brief conference to discuss the expectations of that student. A verbal or written agreement may occur at this time. If the student returns to class and the behaviors are not corrected, they will be referred to administration. The student may be assigned a detention, a parent/guardian may be contacted or the student may be sent to the in-school suspension room. For more serious infractions an out of school suspension may be assigned.

Alternative Actions

With each incident, the administrator will decide on an individual basis if alternative action will best meet the needs of the student, 21CCCS, and/or the employees of 21CCCS.

Alternative actions may replace and/or accompany the action for each violation of the disciplinary policy. Alternative actions, which may be taken, include but are not limited to:

- Parent/guardian conference(s).
- Referral to counselor, internal or external.
- Denial or restriction of privileges.
- Design of a student behavioral contract.
- Design of a special student educational program.
- Referral to psychological service staff, internal or external.
- Referral to appropriate local, county, and/or state agencies and/or institutions.
- Liability for damages or financial loss.
- Civil and/or criminal prosecution.
- Lunch detention.
- Phone call to parent/guardian.
- Out-of-school suspension
- Expulsion

Discipline Penalties

Detention

All detentions are virtual. Detentions will be held during the school day, or after school, on an “as needed” basis. Students will serve their assigned detention during designated class periods, during lunch detention, or after school. Students must report to detention with sufficient school-related work for the entire time of the detention. Students who report without sufficient work will be assigned work to do by the detention monitor. Refusal of the student to do the assignment will result in additional consequences. Any student who is disruptive in detention or who fails to follow specific instructions of the detention monitor will be subject to additional consequences. Detentions missed because of absence from school must be served immediately upon return to school.

Exclusion from School - Suspensions and Expulsions

A student will be excluded from school when, in the opinion of an administrator, the continued presence of the student represents a threat to the health, safety, morals, or welfare of others.

Exclusion from school can occur in the following forms:

- A. Suspension - exclusion from school for a period of up to ten (10) school days.
- B. Expulsion - exclusion from school by School Board action for a period of over ten (10) consecutive school days.

Students who are suspended or expelled will be informed of the reason(s) for the action and will be given an opportunity to discuss the behavior causing the action before the action becomes effective.

- An informal hearing will be offered within five (5) school days to the student as well as the parent(s) or guardian(s) when a student receives a suspension of more than 3 days.
- Whenever possible, any student being suspended will be directed, in the presence of an administrator to telephone a parent or guardian to inform them of the suspension. The administrator will attempt to answer questions or supply information requested by the parent or guardian.
- The parent(s)/guardian(s) will be notified by letter of the suspension. A copy of the letter will also be issued to the student for immediate delivery to a parent/guardian.
- A parent/guardian conference may be requested before the student is re-admitted to the regular school program following a suspension.
- Students who are suspended are not permitted to attend any school function during or after school hours. Any suspended student who is on school property without permission of the administration is subject to further disciplinary action.
- A suspension does not relieve a student from responsibility for any penalties previously incurred.

Transfer Students Under Suspension or Expulsion by Prior School District

Prior to admission to 21CCCS, the parent/guardian or other person having control or charge of a student shall, upon registration for admission, provide a sworn statement or affirmation stating whether the student was previously suspended or expelled from any public or private school in the Commonwealth of Pennsylvania or any other state for an act or offense involving weapons, alcohol, or drugs or the willful infliction of injury to another person or for any act of violence committed on school property. Such registration shall be maintained as part of the student's disciplinary record. Parents/Guardians shall be advised that any willful false statements made under this section shall be a misdemeanor of the third degree.

When a student transfers to 21CCCS, a certified copy of the student's disciplinary record shall be requested from the school entity from which the student is transferring. This record shall be maintained as part of the student's permanent disciplinary record and shall be available for inspection as required by law.

Manifestation Determination

A manifestation determination is required by the Individuals with Disabilities Education Act (IDEA) when considering the exclusion of a student with a disability that constitutes a disciplinary change of placement.

Manifestation Determination Process

- The local educational agency (LEA), parent, and relevant members of the Individualized Education Program (IEP) team conduct a review to determine if the behavior that is subject to disciplinary action is directly related to the student's disability (i.e., a manifestation of the student's disability). **Students with disabilities cannot be disciplined for behaviors that are related to or are manifestations of their disabilities.**
- The IEP team must answer the following questions:
 - Was the behavior caused by, or directly and substantially related to, the student's disability?
 - Was the behavior the direct result of the LEA's failure to implement the IEP?
- If the IEP team answers "yes" to either question, and therefore determines that the behavior is a manifestation of the student's disability, the proposed disciplinary action is voided and the team must immediately take steps to remedy any and all deficiencies in the IEP.
 - A functional behavioral assessment (FBA) must be conducted and a positive behavior support plan (PBSP) must be implemented. If an FBA and a positive behavior support plan were completed, then the IEP team must review and modify them as necessary.
- If the IEP team determines that the behavior is not a manifestation of the student's disability, the disciplinary action may be applied with the provision that the LEA must continue to provide a Free Appropriate Public Education (FAPE).

School personnel may unilaterally remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:

- Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of an LEA;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of an LEA; or

- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an LEA.

Disciplinary Change of Placement

A disciplinary change of placement occurs when a student who is receiving special education services is excluded from school:

- For more than 10 school days in a row, or
- For more than 15 school days in any one school year, or
- When days 11-15 constitute a pattern of exclusion, or
- For even one school day for a student with an intellectual disability

Overview of Physical Restraints

22 Pa. Code Chapter 711.46 provides guidance on physical restraints. The regulations state that restraints are only to be considered as a measure of last resort, only after other less restrictive measures have been used, and the use of prone restraints is prohibited in PA educational settings. Prone restraints are those in which a student is held face down on the floor.

Defined by Chapter 711.46, a restraint is the application of physical force, with or without the use of any device, for the purpose of restraining the free movement of a student's body.

The term does not include briefly holding, without force, a student to calm or comfort him, guiding a student to an appropriate activity, or holding a student's hand to safely escort him/her from one area to another. The term does not include hand-over-hand assistance with feeding or task completion and techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student's parents and specified in the IEP.

Devices used for physical or occupational therapy, seat belts in wheelchairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices are examples of mechanical restraints which are excluded from this definition.

Restraints to control acute or episodic aggressive or self-injurious behavior may be used only when the student is acting in a manner as to be a clear and present danger to himself/herself, to other students, or to employees, and only when less restrictive measures and techniques have proven to be or are less effective.

The regulations specify that AVERSIVE TECHNIQUES ARE PROHIBITED. These are:

- Corporal punishment
- Punishment for a manifestation of disability

- Locked rooms, boxes, or other structures or spaces from which the student cannot readily exit
- Noxious substance
- Deprivation of basic human rights, such as withholding meals, water, or fresh air
- Suspension constituting a pattern
- Treatment of a demeaning nature
- Electric shock

Requirements When Restraint is Used

The school **must** notify the parent of the use of restraint to control the behavior of a student. The Bureau of Special Education recommends this notification be within one school day of the restraint. Additionally, there needs to be an IEP team meeting within 10 school days of the inappropriate behavior causing the use of restraints. The only reason for an IEP meeting to not take place is if the parent, after written notice, agrees in writing to waive the meeting.

When an IEP meeting occurs, the team shall consider whether the student or eligible young child needs a functional behavioral assessment, reevaluation, a new or revised positive behavior support plan, or a change of placement to address the inappropriate behavior. The outcome of this meeting must be documented.

Restraint Contained in IEP

The use of restraints may be included in a student's IEP **ONLY** if the following conditions apply:

- The restraint is utilized with specific component elements of positive behavior support
- The restraint is used in conjunction with the teaching of socially acceptable alternative skills to replace problem behavior
- Staff is authorized to use the procedure and have received the staff training required
- There is a plan in place for eliminating the use of restraints through the application of positive behavior support
- The use of restraints may not be included in the IEP for the convenience of staff, as a substitute for an educational program, or employed as punishment

Reporting of Restraints

Chapter 711.46 requires reporting of restraints in the Commonwealth. The reporting system developed by the Pennsylvania Department of Education is known as RISC (Restraint Information System of Collection). **Anytime a restraint is used, it must be reported to PDE via RISC.** It is also the responsibility of 21CCCS to report all incidences of

restraints, even for those students attending an Approved Private School or out of district placement.

If 21CCCS does not have any restraints within a school year, this also must be reported by June 30 of each year.

The web-based system for reporting all restraints of special education students (RISC) is located at <https://apps.leadingservices.com/risc/index.aspx>. This system is only accessible to LEA designated individuals. Each district has a mechanism to conduct this function. However, it is important staffs understand all of the elements that are required to be reported.

The data fields required are as follows:

- PA Secure Student ID#
- Student's Disability (drop down list provided)
- Student's Grade Level (drop down list provided)
- Age of Student
- School Building Attended (drop down list provided)
- Program Location (drop down list provided)
- Date when the restraints was used to control aggressive behavior (calendar appears)
- Physical location where intervention occurred (drop down list provided)
- Type of restraint(s) used (drop down list provided)
- Length of time restraint lasted (drop down list provided)
- Number of staff who conducted the restraint (drop down list provided)
- Staff titles (NOT NAMES) of individuals who conducted the restraint
- Were the staff involved in the restraint trained and certified in the use of de-escalation techniques and the use of safe physical restraints?
- Did any injury occur to student and/or staff? If so, what kind?
- Date the injury of student or staff was reported to the BSE (maximum of three school days from incident)
- Was the student who was restrained referred to law enforcement?
- Date of parent notification of the use of a restraint (within one school day from the incident)
- Was the use of restraints listed in the student's IEP?
- Date IEP team meeting held (calendar appears)
- If appropriate, date waiver of IEP team meeting signed by parent (calendar appears)
- Were a Functional Behavioral Assessment (FBA), Reevaluation, new or revised behavior support plan or change of placement considered and discussed?
- Restraint reports may be entered and then saved as "in process" until after the IEP meeting is held. At that time, they may be updated and saved as final.

- If a district does not finalize the report by entering either an IEP meeting date or the date of receipt of the signed parental waiver within **20 days of the restraint**, the system will log the school as **out-of-compliance** and your Special Education Adviser will contact you for follow-up.

Monitoring of Restraint Tracking

Each time a restraint is entered into RISC, the Bureau of Special Education (BSE) staff is notified. A person from the Bureau reviews the data within ten working days of recording. If BSE has questions, the contact person for the school entity will be notified.

Extended School Year Services

What is Extended School Year?

Extended School Year (ESY) services are special education and related services that are provided to students with disabilities beyond the 180-day school year. The Individuals with Disabilities Education Act (IDEA) states that local educational agencies (LEAs) must provide ESY services if a student needs these services to receive a free appropriate public education (FAPE). In some cases, interruptions in the school schedule, such as summer break, may result in some students with disabilities losing basic skill level and taking a much longer time to regain those skills than their peers without disabilities once school is back in session. ESY services are provided during breaks in the educational schedule to prevent this loss.

What ESY is Not...

ESY services are not day care or respite services. ESY services are not a summer recreation program or other programs or services that are not required to ensure the provision of FAPE to a student – even if they provide some educational benefit.

How is ESY Eligibility Determined?

Every student who is eligible for special education has an IEP that describes the programs and services necessary for the student to receive FAPE. One of the issues discussed and decided upon at the IEP team meeting is whether or not the student requires ESY services as part of the student's special education program. ESY must be considered each year for every student with a disability.

Armstrong Target Group

In addition, the Pennsylvania Department of Education offers guidance regarding students with severe disabilities, such as autism/pervasive developmental disorder, serious emotional disturbance, severe intellectual disabilities, degenerative impairments with mental involvement, and severe multiple disabilities. Students in this group, known as the Armstrong Target Group, must have an IEP team review of ESY eligibility no later than

February 28 of each school year, with a Notice of Recommended Educational Placement/Prior Written Notice (NOREP/PWN) issued no later than March 31 of each school year. Students whose disabilities are not in the target group will not be held to the same timelines; however, determinations must be made in a timely manner.

Factors to Guide IEP Team Determination of ESY Eligibility

The IEP team makes its decision about providing ESY services by examining data that have been collected throughout the school year, including before and after scheduled breaks in the school year. The team also reviews input provided by teachers, parents, or other members of the IEP team. Reliable sources of information could include:

- Progress toward goals on consecutive IEPs
- Progress reports maintained by educators, therapists, and others having direct contact with the student before and after interruptions in education
- Reports by parents of negative changes in adaptive behaviors or in other skill areas
- Medical or other agency reports indicating degenerative-type difficulties that become exacerbated during breaks in educational services
- Observations and opinions by educators, parents, and others
- Results of tests including criterion-referenced tests, curriculum-based assessments, ecological life skills assessments, and other equivalent measures
- Progress Monitoring data collected by teachers

There are **seven factors** that the IEP team must consider to determine if a student is eligible for ESY services. However, **no one factor by itself can be used to determine eligibility for ESY services**. The child may be eligible by meeting just one of the criteria, but all seven factors must be considered by the IEP team. The seven factors for consideration are:

1. **Regression** - whether the student reverts to a lower level of functioning as evidenced by a measurable decrease in skills or behaviors that occur as a result of interruption in educational programming
2. **Recoupment** - whether the student has the capacity to recover the skills or behavior patterns in which regression occurred to a level demonstrated prior to the interruption of educational programming.
3. **Regression/Recoupment** - whether the student's difficulties with regression and recoupment make it unlikely that the student will maintain the skills and behaviors relevant to the IEP goals
4. **Mastery** - the extent to which the student has mastered and consolidated an important skill or behavior at the point when educational programming would be interrupted
5. **Self-sufficiency and independence** - the extent to which a skill or behavior is particularly crucial for the student to meet the IEP goals of self-sufficiency and independence from caretakers

6. **Successive interruptions** - the extent to which successive interruptions in educational programming result in a student's withdrawal from the learning process
7. **Severity of disability** - whether the student's disability is severe, such as autism/pervasive developmental disorder, serious emotional disturbance, severe intellectual disabilities, degenerative impairments with mental involvement and severe multiple disabilities

Steps in ESY Decision Process

1. Gather information regarding student progress toward IEP goals, particularly before/after breaks in the school schedule.
2. Make the determination regarding ESY eligibility at the IEP team meeting, reviewing the seven factors explained previously.
3. Document the ESY determination on the IEP.
4. Issue a NOREP/PWN if the LEA is:
 - Proposing to add ESY services to an IEP that previously did not have it
 - Proposing to delete the provision of ESY services from an IEP
 - Refusing to initiate the provision of ESY services requested by the parent
 - Proposing or refusing to change the provision of the ESY program

ESY Service Delivery Models

The IEP team must determine the appropriate service delivery model based on the needs of the individual student. 21CCCS is not required to create new programs merely to provide ESY in an integrated setting if they do not provide services at that time for students without disabilities.

ESY service delivery models may be one-to-one or group instruction. Services may be delivered in the student's home, in the community, or in a school classroom setting. 21CCCS may deliver ESY services in the district of residence, or may contract through another agency to provide ESY services outside the boundaries of 21CCCS. ESY services may include related services, such as speech and language therapy, occupational therapy, and physical therapy, as well as instructional academic goals, based on the student's individual needs and as stipulated in the IEP.

What if the Parents and the School Disagree on ESY Determination?

If the IEP team, which includes the parents, cannot reach an agreement on the determination of eligibility and/or provision of ESY services, then 21CCCS must issue the NOREP/PWN along with the Procedural Safeguards Notice to the parents explaining the IEP team's decision. If the parents still disagree, then they may respond to the NOREP/PWN with a letter stipulating their concerns, request another IEP team meeting, request free mediation services, or request a due process hearing. Mediation services use a neutral, specially-trained mediator who meets with both sides and helps both parties

reach an agreement. A due process hearing is held before an impartial hearing officer who listens to both sides and then makes a decision.

Additional ESY Resources

A Basic Education Circular (BEC) on ESY can be found on the Pennsylvania Department of Education website at www.education.pa.gov. [Extended School Year Services in PA](#)

Secondary Transition Planning

What is Secondary Transition?

Secondary transition is the process of preparing students for life after they leave high school, including participation in post-secondary education or training, employment, and community living. These three areas are often referred to as “post-secondary outcomes” and are the driving force behind Individualized Education Programs (IEPs) written for students in high school.

When Does Secondary Transition Begin?

Transition planning starts no later than age 14, during middle school or early high school, as students explore their postschool goals through career awareness and exploration activities. It continues throughout high school with instruction and community experiences that support and refine these goals.

A resource that Pennsylvania schools rely on for to date information and is PA Secondary Transition. This is also a resource for parents/guardians and students.

Link: <https://www.pasecondarytransition.com/>

Who is Involved in Transition Planning?

Transition planning involves a partnership between the student, the family, school-age services and program providers, post-secondary services and program providers, and local community members. Effective transition involves purposeful planning among all these entities. It entails recognizing the student’s current strengths, interests, preferences, and needs, and then identifying what services and supports he or she will need to achieve future success.

Additional Resources

- Office of Vocational Rehabilitation (OVR)
<https://www.pa.gov/services/dli/apply-for-vocational-rehabilitation-services.html>
- National Dropout Prevention Center for Students with Disabilities (NCPD-SD)
<http://www.dropoutprevention.org/>
- National Technical Assistance Center on Transition: The Collaborative (NTACT:C)
<https://transitionta.org/>

- Career Education and Work Standards
<https://www.education.pa.gov/K-12/PACareerStandards/Pages/default.aspx>

Special Education Trends in Pennsylvania

The Pennsylvania Department of Education strives to ensure that all student are:

- Proficient in core subjects
- Graduate from high school, ready for post secondary education and career
- Achieve equitable outcomes, regardless of background, condition or circumstances

Transition from Two Vantage Points

PA 339: Career & College Ready for All Students	IDEA: Career & College Ready for Special Education Students
All Students	Individual Students
K-12 Comprehensive Plan	Involvement at Age 14 (Best Practice Starts Earlier)
Career Education Workforce Standards (CEW) • Career Awareness and Preparation • Career Acquisition • Career Retention and Advancement • Entrepreneurship	Specific Individual Goals • Postsecondary Education/Training • Employment • Independent Living
Advisory Council with Interagency and Community Representation	Interagency Involvement
Comprehensive Curriculum, information collected, ability to organize resources	Individualized to meet the unique strengths and needs

PA Career and Work Standards

The Career Education and Work Standards, Chapter 4 of Title 22, are part of the State Board of Education's regulations of required education for all students in Pennsylvania. The Career Education and Work Standards address four areas of knowledge:

- Career Awareness and Preparation
- Career Acquisition (Getting a Job)
- Career Retention and Advancement
- Entrepreneurship

Funded by the Pennsylvania Department of Education, Bureau of Career and Technical Education, this website has been developed by the Career Development Leaders Network and coordinated by [Outreach for K-12 at Pennsylvania College of Technology](#).

Elements of an Effective Transition Program

- Students must be present at their IEP meetings and have a vested interest in what the team is preparing. Transition age youth should be the center/key member of the team.
- Students should come into the IEP meeting and introduce themselves to the team. They should have a say in their future planning, not just idly sitting back and listening to the other team players discuss their future.
- The transition coordinator at 21CCCS is a key member of the IEP team. The coordinator should be the pivot point between the classroom and the community.
- The transition coordinator is responsible for work with individual students on their future goals and helps prepare their readiness for postsecondary life.

The old adage, “it takes a village to raise a child,” reigns true in our current educational environment. The partnership between the classroom and transition services must focus on the student’s goals post high school.

The transition coordinator must create meaningful, objective centered, experiences that allow the student to gain experience relative to their field of choice in order to be prepared for life past high school.

Learning Support and Transition

- Transition services such as job site and college visits, career spokesmen, guest speakers and community partnerships for future readiness should be part of our student’s yearly education.
- Each IEP must have goals with services and activities highlighting the school’s effort in creating a path way for student’s future successes.

Transition Program Highlights

Tier 1 All Students	• Screening and ongoing assessments across all domains outlined in the IEP • Dropout prevention systems • Early and ongoing assessments for developing career and graduation plans • Connections with community employers and post-secondary education, e.g. job shadowing, volunteering, work based learning • Families informed and engage
Tier 2 Targeted Programming	• Additional assessments and progress monitoring across domains needed to meet individual needs (diagnostics for academic skills, FBA)

	• Supplemental smaller group instruction and supports for academic, social and interpersonal, transition, self-determination skills • Supplemental assessment and planning for post-secondary outcomes and career; work-based assessment and learning
Tier 3 Intensified Programming	• Intensive, explicit, individualized or small group instruction and supports for academic, social and interpersonal, self-determination skills • Intensified assessment and planning (e.g, person centered planning) • Intensified instructional programming for secondary transition, with emphasis on self-determination, social, independent living, recreation and leisure skills.

Not Just Field Trips

Transition should not be just a “field trip”. The objective of the experience should be student centered with a clear goal planted in the IEP. The transition outlook can grow and change yearly, focusing on more in-depth skills to allow the students to flourish post high school.

Revocation of Special Education

Revocation occurs any time subsequent to the initial provision of special education and related services when a parent of a student revokes consent in writing for the continued provision of special education and related services.

When this occurs, 21CCCS:

- (i) Must provide prior written notice in accordance with §300.503 before ceasing the provision of special education and related services. Written notice is defined as issuing of a NOREP for revocation;
- (ii) May not go to due process to maintain services to the student;
- (iii) May not continue to provide special education and related services to the student;
- (iv) Will not be considered to be in violation of the requirement to make FAPE available to the student because of the failure to provide the student with further special education and related services; and
- (v) Is not required to convene an IEP Team meeting or develop an IEP under §300.320 and §300.324 for the student for further provision of special education and related services.

The regulation governing revocation provides that a student who was previously identified by a school district for special education or related services under the

IDEA/Chapter 14 may be withdrawn from services by his or her parent(s) at any time and for any reason, provided that such withdrawal is in writing.

There are five points to remember about revocation:

1. **Revocation of consent must be in writing.**

A parent may request his or her student's withdrawal orally or in writing. If a parent requests it orally, ask the parent to put it in writing.

2. **Parents cannot revoke some service.**

Revocation of consent requires 21CCCS to cease all special education and services. The parents cannot submit a revocation for some special education programs or services. Revocation is all or nothing.

3. **21CCCS may not invoke due process and/or mediation procedures to dispute the parent's attempted revocation of consent.**

Despite the fact that the best interests of the student presumably are not served by parents' unilateral withdrawal of their student from the receipt of special education, 21CCCS may not challenge revocation through the Dispute Resolution process. This precludes 21CCCS from seeking a ruling that special education services must be provided to a student.

4. **FAPE and Service After Revocation**

After revocation, 21CCCS will not be bound to provide FAPE to the student. Once revocation of special education services has been properly affected by way of parental written consent and the issuance of a NOREP/PWN, 21CCCS is no longer bound to provide a FAPE to that particular student. The student should be treated as a regular education student from that point forward.

5. **Discipline After Revocation of Consent Goes into Effect**

Regular discipline rules apply. 21CCCS would not be considered to have knowledge that the student is a student with a disability who needs special education and services and not required to determine whether the conduct was a manifestation of the student's disability before implementing regular discipline.

Records of Students When Parent Elects Revocation

21CCCS will not have to remove references to special education services and eligibility from a withdrawn student's record. Parental withdrawal of a student from special education pursuant to this regulation does not require 21CCCS to remove special education documentation from that student's record. 21CCCS should preserve these records. Parents who have realized that their student is not receiving the supports and services that he or she needs may later have second thoughts, opting to bring "child find" claims against the 21CCCS. It is in those instances where it will be vital for 21CCCS to demonstrate that they properly identified and programmed for those students.

Procedure Required for Revocation

The following are the 21CCCS's requirements when revocation is requested:

1. Parent must submit a signed, dated, written request revoking consent for special education programs and services.
2. 21CCCS must issue prior written notice (NOREP/PWN) within a reasonable period of time.
3. Reasonable notice is defined as 10 calendar days.
4. The parents are informed that all special education programs and services will cease on the eleventh day from the receipt of the parents' revocation letter.

When Parents Disagree Regarding Revocation

If both parents have legal custody to make education decisions, either parent may revoke consent. According to Letter to Cox, staff in the Office for Special Education Program (OSEP), United States Department of Education stated that one parent could submit a written revocation of consent to cease special education programs and services even though the other parent disagrees. Even though both parents may have educational rights, one parent can stop education programs and services and the local education agency (LEA) must abide by that parent's wishes. The LEA would issue a notice in accordance with 34 CFR 300.503 and cease providing special education programs and services. If subsequent to the revocation of consent by one parent, any request for an evaluation would be an initial evaluation. The LEA and the dissenting parent cannot use due process to stop the other parent's revocation of consent.

Exiting from Special Education Services

The goal of a special education program should be to support a student appropriately so that the student's weaknesses can be remedied to the point where the student no longer needs special help. Some students with significant disabilities will always require specially designed instruction, but others may, at some point in their education, no longer require special education supports and services.

A student's IEP Team can decide that the student no longer requires special education services. For instance, a student who had been receiving services due to an emotional disability may have improved so much that the student no longer needs special supports in school. A student may be learning at or above grade level, be advanced on all PSSA subtests or Keystone exams, and no longer requires special services (although it's important to note that a student is not ineligible for special education just because the student is passing from grade to grade).

A student becomes ineligible for special education if he/she graduates from high school or "ages out". Students with disabilities have the right to attend school and receive special services until the day before their 22nd birthday.

Before a Student Can Exit Special Education Services

The school must reevaluate the student before deciding that the student is no longer eligible for services. The school must then give the parent a Notice of Recommended Educational Placement/Prior Written Notice (NOREP/PWN) that explains why the student will no longer receive services and on what information the school based this decision. On the NOREP/PWN, the parent must check whether the parent agrees or disagrees with this decision. If the parent disagrees with the school's decision to remove the student from special education, the parent can ask for mediation or a special education hearing to resolve the dispute. If the parent does disagree and asks for mediation or a hearing, the student will remain in special education until the dispute is resolved.

Reevaluation Guidelines for Exiting Students

The IEP team should develop referral questions to be answered to assist the team in determining if a student no longer requires special education supports and services. The following questions are some ideas the team can consider but it does not constitute an exhaustive list of ideas:

- What is the student's academic function compared to 21CCCS grade level standards?
- Is the student functioning at grade level?
- What is the student's performance on Keystone and benchmark assessment of 21CCCS?
- What does the school-based assessments tell the team about student's academic performance compared to student's peer group?
- Does the student's emotional functioning allow him/her to appropriately cope with emotions in a safe and appropriate manner?
- Is the student able to demonstrate appropriate behaviors in school as outlined by school's code of conduct?
- Does the student manage his/her behaviors in an appropriate manner that does not interfere with other students?
- Does the student need related services supports and services to access the general education curriculum? (Identify related services)
- Does the student attend school on a regular basis and over a prolonged period of time (school year)?

Exiting Procedures from Special Education

1. For a student who no longer needs specially designed instruction, a reevaluation is proposed by the IEP case manager, and a reevaluation is conducted.
2. The Reevaluation Report is prepared by the IEP case manager and/or school psychologist (or by speech/language therapist for those students whose primary disability is Speech/Language Impairment).
3. The Reevaluation Report is provided to the parent/guardian ten days prior to the IEP meeting.

4. The case manager completes the Invitation to participate in the IEP Meeting and mails it to the student's parent/guardian. A copy of the Invitation Letter or e-mail notification is provided to all members of the IEP team (psychologist, counselor, regular education teacher(s), OT, PT, speech therapist, OVR, behavior specialist, I. U., Tech School, etc.). A copy of the Invitation Letter is made for the student's file to document the effort to invite the parent/guardian to the IEP meeting.
5. The IEP meeting is held, at which time no IEP is prepared but an IEP meeting signature page is used to document attendance. A Chapter 15 Service Agreement (504 plan) or Plan for reasonable accommodations to regular education may be prepared by the IEP team and specifying any regular education accommodations that are proposed for the student if necessary.
6. The parent/guardian is asked to sign a NOREP that includes a statement that the student is returning to regular education as well as the rationale for the return to regular education only.
7. The completed packet, containing all original documents as specified on the Special Education Document Transmittal slip (RR, Invitation to IEP, IEP signature page, and NOREP) is sent by the IEP case manager to the Supervisor of Special Education. A copy of all completed special education documents is retained at the building level.
7. The information is recorded to ensure accurate information for Penn Data Special Education Child Count.

Parents Wants Student Out of Special Education

A parent can decide he/she no longer wants his/her child to receive special education. If this is the case, a parent can request revocation of services. Refer to the "Revocation of Special Education" section starting on page 69 for more information.

McKinney-Vento Homeless Assistance Act

The Education for Homeless Children and Youth (EHCY) program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.) (McKinney-Vento Act). The McKinney-Vento Act was originally authorized in 1987 and most recently reauthorized in December 2015 by the Every Student Succeeds Act (ESSA).¹ The McKinney-Vento Act is designed to address the challenges that homeless children and youth have faced in enrolling, attending, and succeeding in school.

Under the McKinney-Vento Act, educational agencies must ensure that each homeless child and youth has equal access to the same free, appropriate public education, including a public preschool education, as other children and youths. Homeless children and youth must have access to the educational and related services that they need to enable them to meet the same challenging State academic standards to which all students are held. In addition, homeless students may not be separated from the mainstream school environment. Local Educational Agencies are required to review and

undertake steps to revise laws, regulations, practices, or policies that may act as barriers to the identification, enrollment, attendance, or success in school of homeless children and youths.

The law indicates that the LEA liaison shall ensure that all homeless children, youth and families are identified through coordinated activities with other entities.

Definition Of Homeless (McKinney-Vento Act SEC. 725(2); 42 U.S.C 11435(2))

Children who lack a fixed, regular, and adequate nighttime residence:

- "Doubled up" - Sharing the housing of others due to the loss of housing, economic hardship, or similar reasons.
 - Living in motels, hotels, trailer parks, camping grounds, due to lack of adequate alternative accommodations.
 - Living in emergency or transitional shelters.
 - Living in a public or private place not designed for humans to live.
 - Migratory children living in above circumstances
 - Living in cars, parks, abandoned buildings, substandard housing, bus or train stations, or similar settings
- Unaccompanied Youth - Children or youth who meets the definition of homeless and not in the physical custody of a parent or guardian.

Residency and Educational Rights

Students who are in temporary, inadequate and homeless living situations have the following rights:

- Immediate enrollment in the school they last attended or the school in whose attendance area they are currently staying, even if they do not have all of the documents normally required at the time of enrollment;
- Access to free meals and textbooks, Title I and other educational programs and other comparable services including transportation;
- Attendance in the same classes and activities that students in other living situations also participate in without fear of being separated or treated differently due to their housing situations.

When a student is identified as being McKinney-Vento eligible, staff will:

- Assist with enrollment, monitor school attendance and arrange transportation (preK-8 students)
- Provide school supplies and other school related materials as needed
- Advocate for and support students and families through school and home visits
- Set clear expectations for student behavior, attendance and academic performance
- Assist students/families access with community services
- Assist students/families with access to tutoring, special education, and English language learner resources

- Assist students so they can participate in sports, field trips, and school activities regardless of their ability to pay or to provide their own transportation. **For additional information, contact LEA Homeless Liaison at 484-875-5400.**

Appendices

Appendix A: Educational Acronyms

AAC	Augmentative/Alternative Communication
ABA	Applied Behavior Analysis
ACCESS	Assessing Comprehension and Communication in English State to State for English Language Learners
ADA	Americans With Disabilities Act
ADD	Attention Deficit Disorder
ADHD	Attention Deficit Hyperactivity Disorder
AIM	Accessible Instructional Materials
ALD	Assistive Listening Device
APS	Approved Private School
ASD	Autism Spectrum Disorder
ASL	American Sign Language
AT	Assistive Technology
AVTS	Area Vocational Technical School
AYP	Adequate Yearly Progress
BEC	Basic Education Circular
BIP	Behavior Intervention Plan
BSE	Bureau of Special Education
CAO	Chief Administrative Officer
CART	Computer Aided Realtime Translation
CASSP	Child & Adolescent Service System Program
CAVP	Corrective Action Verification Plan
CBA	Curriculum-Based Assessment
CERC	Corrections Education Records Center
CFR	Code of Federal Regulations
CLD	Cultural and Linguistic Diversity
COP	Communities of Practice
CTE	Career and Technical Education
CTC	Career and Technical Education Center
DIBELS	Dynamic Indicators of Basic Early Literacy Skills
DPW	Department of Public Welfare
ED	Emotional Disturbance
EI	Early Intervention

EIPA	Educational Interpreter Performance Assessment
EITA	Early Intervention Technical Assistance
ELL	English Language Learners
EPSDT	Early Periodic Screening, Diagnosis, and Treatment
ER	Evaluation Report
ESEA	Elementary and Secondary Education Act
ESL	English as a Second Language
ESSA	Every Student Succeeds Act
ESY	Extended School Year
FAPE	Free Appropriate Public Education
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
IAES	Interim Alternative Educational Setting
ICC	Interagency Coordinating Council
IDEA	Individuals With Disabilities Education Act
IEE	Independent Education Evaluation
IEP	Individualized Education Program
IFSP	Individualized Family Service Plan
LEA	Local Educational Agency
LEP	Limited English Proficiency
LICC	Local Interagency Coordinating Council
LRE	Least Restrictive Environment
LTCC	Local Transition Coordinating Council
LTF	Local Task Force
MA	Medical Assistance
MAWA	Mutually Agreed Upon Written Arrangement
MOU	Memorandum of Understanding
NCLB	No Child Left Behind
NOREP	Notice of Recommended Educational Placement
O & M	Orientation & Mobility
OCD	Obsessive Compulsive Disorder
OCDEL	Office of Child Development and Early Learning
OCR	Obsessive Compulsive Disorder
ODD	Oppositional Defiant Disorder
ODHH	Office for the Deaf and Hard of Hearing
ODR	Office for Dispute Resolution
OHI	Other Health Impairment
OI	Orthopedic Impairment
OSEP	Office of Special Education Programs
OT	Occupational Therapy
OVR	Office of Vocational Rehabilitation
PASA	Pennsylvania Alternate System of Assessment
PaTTAN	Pennsylvania Training and Technical Assistance Network

PDD	Pervasive Developmental Disorder
PDD-NOS	Pervasive Developmental Disorder-Not Otherwise Specified
PDE	Pennsylvania Department of Education
PSSA	Pennsylvania System of School Assessment
PSSA-M	Pennsylvania System School Assessment-Modified
PT	Physical Therapy
PVAAS	Pennsylvania Value Added Assessment System
RAST	Regional Assessment and Support Team
RR	Reevaluation Report
RtII	Response to Instruction and Intervention
SAS	Standards Aligned System
SaS	Supplementary Aids and Services
SBBH	School Based Behavioral Health
SDI	Specially Designed Instruction
SEA	State Educational Agency
SEAP	Special Education Advisory Panel
SICC	State Interagency Coordinating Council
SLD	Specific Learning Disability
SLP	Speech/Language Pathologist
STL	Short-Term Loan
SWPBS	School-wide Positive Behavior Supports
TBI	Traumatic Brain Injury
TDD	Telecommunication Device for the Deaf
TSS	Therapeutic Staff Support
UDL	Universal Design for Learning
VI	Visual Impairment

Appendix B: Additional Resources for Parents

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pdahl@21cccs.org

484-875-5400

The Arc of Pennsylvania

301 Chestnut Street, Suite 403

Harrisburg, PA 17101

800-692-7258

www.thearcpa.org

Bureau of Special Education ConsultLine, A Parent Helpline

800-879-2301

ConsultLine personnel are available to parents and advocates of children with disabilities or children thought to be disabled to explain federal and state laws relating to special education; describe the options that are available to parents; inform the parents of procedural safeguards; identify other agencies and support services; and describe available remedies and how the parents can proceed.

Disability Rights Network

<https://www.disabilityrightspa.org>

Harrisburg Office:

301 Chestnut Street, Suite 300

Harrisburg, PA 17101

1-800-692-7443

1-877-375-7139 (TDD)

717-236-0192 (Fax)

Philadelphia Office:

1800 JFK Boulevard, Suite 900

Philadelphia, PA 19103

215-238-8070

833-699-2110 (TDD)

215-772-3126 (Fax)

Pittsburgh Office:

429 Fourth Avenue, Suite 1404

Pittsburgh, PA 15219

412-391-5225

833-699-2110 (Fax Toll Free)

Hispanos Unidos Para Niños Excepcionales (Philadelphia Hune, Inc.)

2215 North American Street

Philadelphia, PA 19133

215-425-6203

215-425-6204 (Fax)

huneinc@aol.com

www.huneinc.org

Mission Empower

1611 Peach Street, Suite 120

Erie, PA 16501

814-825-0788

advocate@missionempower.org

www.missionempower.org

Office For Dispute Resolution

6340 Flank Drive

Harrisburg, PA 17112-2764

800-222-3353

www.odr-pa.org

The Office for Dispute Resolution administers the mediation and due process systems statewide, and provides training and services regarding alternative dispute resolution methods.

Parent Education and Advocacy Leadership Center (PEAL)

www.pealcenter.org

Philadelphia Office:

520 North Christopher Columbus Boulevard, Suite 602

Philadelphia, PA 19123

215-567-6143

866-950-1040 (Toll Free)

Pittsburgh Office:

2325 East Carson Street, Suite 1004

Pittsburgh, PA 15203

412-281-4404

866-950-1040 (Toll Free)

Public Interest Law Center of Philadelphia

<https://pubintl.org/>

Two Penn Center

1500 JFK Boulevard, Suite 802

Philadelphia, PA 19102

215-627-7100 (Phone)

Pennsylvania Bar Association

www.pabar.org

100 South Street

Harrisburg, PA 17101

800-932-0311

The Pennsylvania Training and Technical Assistance Network (PaTTAN)

Harrisburg 800-360-7282

King of Prussia 800-441-3215

Pittsburgh 800-446-5607

www.pattan.net

State Task Force on The Right to Education

3190 William Pitt Way

Pittsburgh, PA 15238

1-800-446-5607 ext. 6828

<https://www.pattan.net/Publications/The-Pennsylvania-State-Task-Force-on-the-Right-to>

21st Century Cyber Charter School Board Policy regarding special education can be viewed under the Board of Trustees section on the school's website <https://21cccs.org/>

Appendix C: Live Lab Information

- All middle and high school students are expected to attend live classes. This is a valuable time for students to receive direct instruction from their teacher and interact with their classmates. Students are typically more successful academically when they attend all of their live classes and are present for direct instruction.

Students often have time to work on and even complete assignments during their live classes.

- If a student needs to miss a live class, they are expected to watch the recording and reach out to their teacher with any questions. Students are also expected to make up any missed work if they are absent on a day they have class. We understand that life can sometimes get in the way, but with our support, you can stay on top of your studies.
- All assignments assigned in a given week should be completed by the week's end. This is crucial to ensure the student stays on track and remains current with their work. By completing assignments on time, students are not only meeting their academic responsibilities but also developing a sense of discipline and time management, which are essential skills for success.
- All middle school students are expected to log into the Middle School Virtual Office at 8 AM each school day for homeroom. This is a time to hear important school announcements, review the schedule for the day, and connect with their Academic Advisor, who is there to provide guidance and support in the virtual learning environment.
- All high school students are expected to log into the Virtual Office to meet with their Academic Advisor on a regular basis. Students should also sign up for office hours when support is needed from their teachers.

November 26, 2024

Matthew Flannery
Superintendent
21st Century Cyber CS
1245 Wrights Lane
West Chester, Pa 19380

Dear Superintendent Flannery:

The purpose of this letter is to advise you of the Pennsylvania Department of Education's (PDE) determination of the status of your local education agency's (LEA) compliance with the Individuals with Disabilities Education Act (IDEA). First, a brief review of the requirement and how we reached this determination for your LEA is appropriate. The IDEA requires the U.S. Secretary of Education to make an annual determination as to whether each state is meeting the requirements of the Act. The federal Office of Special Education Programs (OSEP) reviews student outcomes as well as compliance data in evaluating state performance. The IDEA statute (Section 616) and Part B regulations (Sections 300.603 and 300.604) detail four categories for the Secretary's determination of a state's status. Each determination category leads to various consequences that OSEP must impose on states, ranging from positive recognition that a state has met requirements, through enforcement actions, including possible loss of federal funds. The categories are: (1) meets the requirements and purposes of the IDEA, (2) needs assistance, (3) needs intervention, or (4) needs substantial intervention.

On June 21, 2024, PDE was notified by OSEP that Pennsylvania has received the determination of "meets requirements" for federal fiscal year (FFY) 2022. Pennsylvania has now received the "meets requirements" determination for sixteen of the seventeen years that OSEP has been issuing its determinations.

In addition to the federal-to-state determination requirements, IDEA also mandates that states make annual determinations of the status of every LEA in the state. States must use the same four categories OSEP applies to state determinations for making LEA determinations. Conclusions must be based on at least the following factors: (1) the LEA's performance on the compliance indicators of the State Performance Plan, (2) the LEA's submission of timely and accurate Section 618 and other data to the state, (3) the LEA's timely correction of any findings of noncompliance issued by PDE, (4) whether there are fiscal issues related to Part B funds, and (5) other information that indicates the LEA's inability to meet requirements of the IDEA.

PDE staff conducted a thorough review of the above data for each school district and charter school in the state. This year's determinations are based on the LEA's performance for FFY 2022 and/or current administrative concerns. Based on this review, we have determined that your LEA *meets requirements* of Part B of the IDEA.

An LEA that receives the determination of meets requirements is eligible to take advantage of the 50 percent Maintenance of Effort (MOE) option under Section 300.205 of the IDEA Part B regulations. Additional information concerning this requirement is available from PDE.

PDE commends your LEA for the hard work being done to deliver high quality programs to students with disabilities. Should you want more information about this determination, or wish to discuss it further, please contact Carole Clancy, Director of the Bureau of Special Education, at caclancy@pa.gov.

Sincerely,



Dr. Carrie Rowe, Ed. D.,
Deputy Secretary

CC: Carole L. Clancy, Ed. D.

CCIU Training & Consultation

21st CCCS Special Education Staff Meetings

Significant Cognitive Disabilities – Jan. 9, 2025

Presenters: Sarah Gregory (SarahG@cciu.org) & Jess Hull Meyers (JessM@cciu.org)

Activity Resources:

- [Explore: Is a Career as a Special Education Teacher for Students with Low Incidence and Cognitive Disabilities Right for You?](#)
- [Review: PaTTAN Annotated IEP](#)
- [Guidelines for Calculating Educational Environment](#)
- [Parent Brochure](#)
- [Review: Standards Aligned Instruction and PA DLM](#)

Follow-up Resources:

- [Iris Center: Students with Significant Cognitive Disabilities](#)
- [NCII: Data-Based Individualization](#)
- [CEC: High-Leverage Practices for Students with Disabilities](#)
- [CCIU: Virtual Teaching Supplemental Resources](#)
- [CCIU LINC](#)

Transition – Feb. 6, 2025

Presenters: Anne Daly and Meaghan Stolnis

Resources:

[Annotated Summary of Performance](#)

[Summary of Academic Achievement and Functional Performance Information](#)

[PA Secondary Transition Website](#)

[Student Led IEP Hub](#)

[PEAL Transition Checklist](#)

[PaTTAN Job Skills: Getting Ready for Work](#)

Behavior – March 13, 2025

Presenters: Courtney Cohen (courtneyco@cciu.org)

Resources:

- [Where There's a Skill There's a Way | J. Stuart Ablon](#)
- [How do you think about behavior?](#)
- [Responsive Instruction Resources](#)
- [Building Positive Relationships](#)
- Teaching Behavior Expectations: [Starting the Year](#); [Throughout the Year](#)
- [Proactive Strategies](#)
- [Behavior Specific Praise](#)

Autism – March 20, 2025

Presenters: Stephanie Ide and Kristen Powell

Resources:

- [Do all People with Autism Think the Same? Jubilee Video](#)
 - [Organization for Autism Research](#)
 - Professional Development PPTx and Kits
 - Kits for Kids: Peer Awareness
 - Autism Tuned-In: Online Modules for Students
 - Libby Library: Over 200 digital books about autism
-

Family Engagement – April 3, 2025

Presenters: Rachel Yevel (rachely@cciu.org)

Resources:

- [Parent Mentor Information Page](#)
 - [PaTTAN- Engaging with Families](#)
 - [Engaging Families in the IEP Process](#)
 - [Maximizing Parental Involvement- Edutopia](#)
-

Date	Name (orig Email
20-Mar-25	Stephanie IStephanieI@cciu.org
20-Mar-25	Kristen Pov kristenp@cciu.org
20-Mar-25	Krista Low klow@21cccs.org
20-Mar-25	Steven Har sharris@21cccs.org
20-Mar-25	Aubree Fur afurrer@21cccs.org
20-Mar-25	Caroline W cwagner@21cccs.org
20-Mar-25	Patti Dahl pdahl@21cccs.org
20-Mar-25	Alexa Coon acooney@21cccs.org
20-Mar-25	Charles Ulr culrich@21cccs.org
20-Mar-25	Lauren Yau lyauger@21cccs.org

CCIU Training & Consultation

21st CCCS Special Education Staff Meetings

Significant Cognitive Disabilities – Jan. 9, 2025

Presenters: Sarah Gregory (SarahG@cciu.org) & Jess Hull Meyers (JessM@cciu.org)

Activity Resources:

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- [Guidelines for Calculating Educational Environment](#)
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 - Kits for Kids: Peer Awareness
 - Autism Tuned-In: Online Modules for Students
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Resources:

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 - [Engaging Families in the IEP Process](#)
 - [Maximizing Parental Involvement- Edutopia](#)
-

Date	Name (orig Email)
13-Mar-25	Courtney C courtneyco@cciu.org
13-Mar-25	Krista Low klow@21cccs.org
13-Mar-25	Steven Har sharris@21cccs.org
13-Mar-25	Aubree Fur afurrer@21cccs.org
13-Mar-25	Caroline W cwagner@21cccs.org
13-Mar-25	Patti Dahl pdahl@21cccs.org
13-Mar-25	Alexa Coon acooney@21cccs.org
13-Mar-25	Charles Ulr culrich@21cccs.org
13-Mar-25	Lauren Yau lyauger@21cccs.org

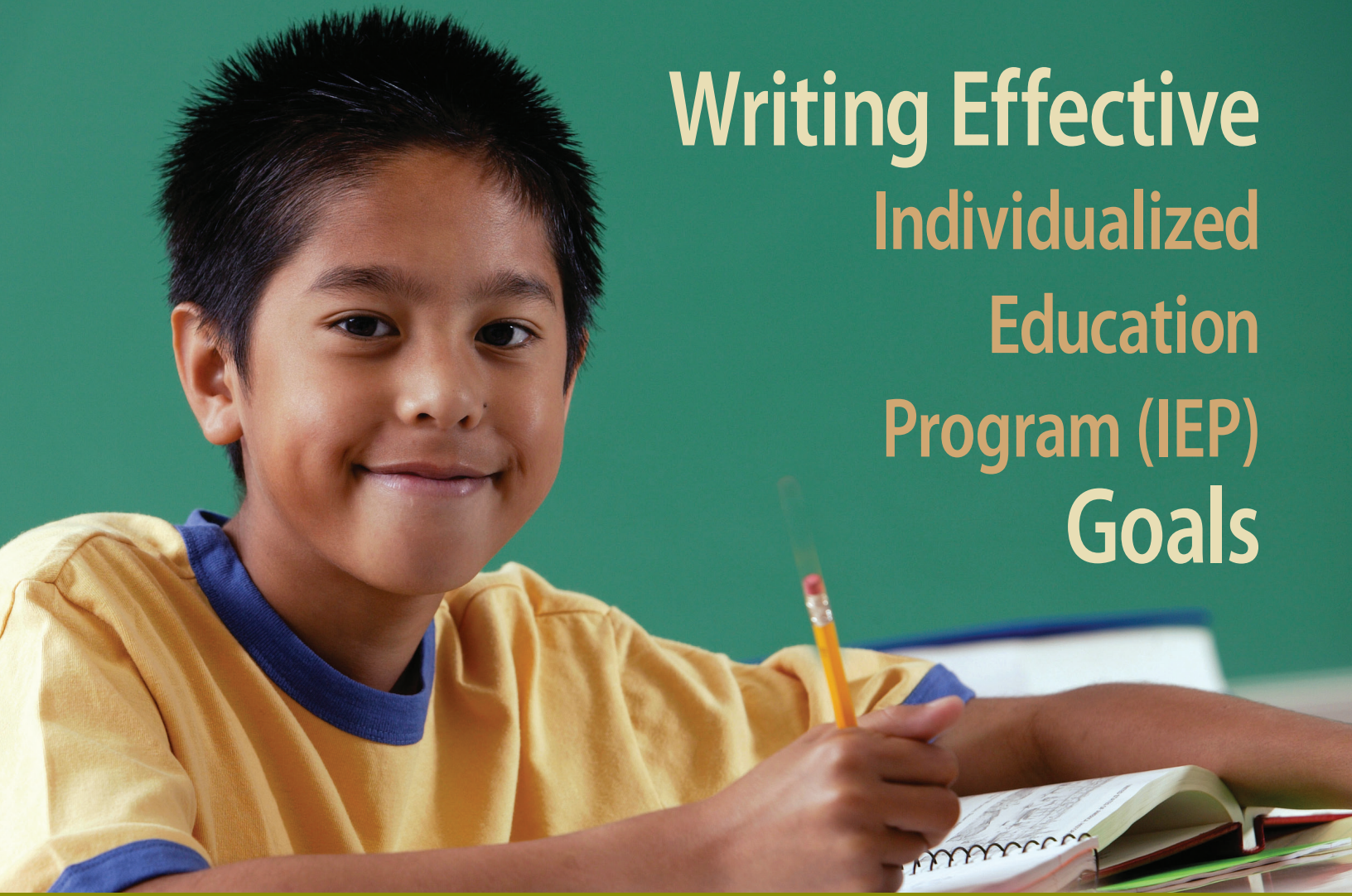
Date	Name (orig Email)
6-Feb-25	Anne Daly Anned@cciu.org
6-Feb-25	Meaghan S Meaghans@cciu.org
6-Feb-25	Krista Low klow@21cccs.org
6-Feb-25	Steven Har sharris@21cccs.org
6-Feb-25	Aubree Fur afurrer@21cccs.org
6-Feb-25	Caroline W cwagner@21cccs.org
6-Feb-25	Patti Dahl pdahl@21cccs.org
6-Feb-25	Alexa Coon acooney@21cccs.org
6-Feb-25	Charles Ulr culrich@21cccs.org
6-Feb-25	Lauren Yau lyauger@21cccs.org

Month	Topic	Additional information
September	School Success- making the most of 21cccs supports	Review all supports related to 21cccs and special education - attending live lab, progress monitoring, interventions/meetings with staff
October	Supporting your students academic success	Foster independence, academic success and self reliance - focusing on helping students and families build skills such as having a daily and weekly routines, daily check points for students and realistic goal setting
Nov	Applying inclusive practices in the real world	
Dec	Social media safety	
Jan	Transition planning and fostering independent living skills	
Feb	ESY vs Summer School	Review differences, options, how to sign up for summer school, what qualifies a student for ESY
March	Standardized Testing	Review how accommodations work, testing where and when, importance of students attending testing and outcomes (ex: if student does not achieve proficient etc)
April	Summer planning: Summer Routine and Resources	Connecting families to resources to keep teens engaged over the summer- internships, volunteering, brief review of ESY and summer school
May	Mental health awareness month	Ways to build resilience, warning signs and ways to

		connect with your student

2024-2025 Parent Trainings

Parents were not required to sign in for the trainings.



Writing Effective Individualized Education Program (IEP) Goals

Central to the creation of the Individualized Education Program (IEP) by the IEP team, is development of measurable annual goals, which are based on a student's current levels of academic and functional performance, and which should align to and reference the Pennsylvania Core Standards. In addition, the IEP defines the educational programs, activities, and supports determined by the IEP team to meet a student's needs.

Criteria for Annual Goals

Measurable annual goals are at the core of a student's individualized education program. Measurable annual goals must provide a clear description of the skills the student needs in order to access, participate, and make progress in the general educational curriculum. The goals must relate directly to the areas of need identified in the Present Levels of Academic Achievement and Functional Performance section of the IEP. Areas of need are determined by analyzing

multiple sources of information, including evaluations, classroom-based assessments, student observations, and input from parents. A well-written measurable annual goal contains four parts: condition, student name, clearly defined behavior, and performance criteria.

Condition - The condition describes the situation in which the student will perform the behavior.

Examples: Given visual cues, during independent practice in math, using a self-monitoring checklist, using passages from content area classes, given a writing prompt, using a checklist of tasks on the job site, given picture checklists to follow, given a two-step direction, during lectures in social studies, using software with word prediction, using text-to-speech features

Student's Name - Include student's first name in the goal.

Clearly Defined Behavior - This portion of a well-written goal specifically describes the target behavior in measurable and observable terms, using action verbs to state what the student will do. Use of vague terms (such as understand, recognize, discover) that cannot be observed directly or counted should not be used.

Examples: locate, name, rank, select, point to, solve, analyze, create, compare, describe, read orally

The Big Ideas, Concepts, and Competencies from Pennsylvania Core Standards found on the Standards Aligned System (SAS) portal (www.pdesas.org) outline what Pennsylvania students need to know and be able to do in various academic, social, and behavioral areas. The SAS portal is a valuable resource to aid in writing goals that are measurable and referenced to the standards.

Performance Criteria - There are three distinct components that must be included in the performance criteria of each annual goal:

1. **Criterion level** - Indicates the performance level the student must demonstrate.

Examples: Percent of time, number of times out of number of trials, with percent accurate on work sample, designated criterion level on a rubric or checklist, with ____ or fewer errors, words/digits/correct per minute, with no more than ____ occurrences of ____, with a score of ____ or better on skill specific rating scale, with designated criterion level movement on a prompting hierarchy, independently

2. **Number** - Indicate the number of times behavior must be performed at criterion level to reach mastery.

Examples: The student must complete: five out of six consecutive trials, eight consecutive days, four out of five consecutive weeks, three consecutive probes, three out of five random trials, four out of five trials, two times per week, tri-weekly

3. **Evaluation Schedule/Method** - Indicate how frequently the student will be assessed and the method of assessment.

Examples: The student will be assessed using: daily and weekly work samples; bi-weekly reading probes; teacher-developed, scoring rubrics

Specific specially designed instruction (SDI), accommodations, and modifications needed by the student to engage in and benefit from instruction in the curriculum may be listed with the annual goals or in the Special Education/Related Services/ Supplementary Aids and Services/ Program Modifications section of the IEP.

Examples of SDI: Use of an AAC device, text-to-speech software, specific seating arrangements, training for staff in specific procedures, specific behavioral supports

Examples of Effective Measurable Annual Goals

Given a three minute writing prompt and use of a computer with word prediction software, Emily will create a paragraph addressing the topic of the prompt, containing at least three complete sentences, with no more than two grammatical errors, on four out of five consecutive weekly probes.

Given a choice of three known items at various intervals during the day, Nasir will indicate his preference by signing, then taking the preferred item, with one or fewer prompts, on four out of five opportunities on three out of four consecutive days.

Using a visual schedule, Ben will shift from one school task or activity to the next throughout the school day, independently without verbal outbursts, 80 percent of opportunities, daily for two consecutive weeks.

\$300.320 Definition of Individualized Education Program

(a) General. As used in this part, the term individualized education program or IEP means a written statement for each child with a disability that is developed, reviewed, and revised in a meeting in accordance with IDEA, Sec. 300.320 through 300.324, and that must include--

(2) (i) A statement of measurable annual goals, including academic and functional goals designed to--

(A) Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum; and

(B) Meet each of the child's other educational needs that result from the child's disability;

Department of Education, Fed. Reg. 34 CFR, Parts 300 and 301 (2006).



Timestamp	Email Address	Your Name
8/23/2024 8:08:05	klow@21cccs.org	Krista Low
8/23/2024 8:08:07	sharris@21cccs.org	Steven Harris
8/23/2024 8:08:09	culrich@21cccs.org	Charles Ulrich IV
8/23/2024 8:08:10	jpalaia@21cccs.org	Jason Palaia
8/23/2024 8:08:18	smccreary@21cccs.org	Shawn McCreary
8/23/2024 8:08:35	kleber@21cccs.org	Kathryn Leber
8/23/2024 8:09:16	jfecik@21cccs.org	Justine Fecik
8/23/2024 8:09:44	cwagner@21cccs.org	Caroline Wagner
8/23/2024 8:11:13	lyauger@21cccs.org	Lauren Yauger
8/23/2024 10:42:33	anicassio@21cccs.org	Aubree Nicassio (Aubrey Furrer on Front

By checking yes, you are confirming your attendance in your department-specific session on IEP Writing with PATT/

Yes, I attended the session

Yes, I attended the session

Yes, I attended the session

Yes, I attended the session

Yes, I attended the session

Yes, I attended the session

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Yes, I attended the session

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Yes, I attended the session

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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, 2025 through June 30, 2028
(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)(5) 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)(1)(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 11A 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.



Chief School Administrator
Dr. Matthew Flannery, CEO

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

School Entity



Chief Law Enforcement Authority

Murrysville Police Department
4120 Sardis Road
Murrysville, PA 15668

Law Enforcement Authority



[Andrea Fox \(May 14, 2025 11:19 EDT\)](#)
Board of Trustees Chairperson
Andrea Fox

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

School Building



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

Purpose

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

Authority

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

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

Definition

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

Guidelines

Memorandum of Understanding

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

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

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

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

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

Training

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

Students With Disabilities

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

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

Referral to Law Enforcement

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

Safe Schools Report

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

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

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

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

Legal

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



Pennsylvania
DEPARTMENT OF EDUCATION

Model Memorandum of Understanding

Memorandum of Understanding
Between

West Goshen Police Department
(Law Enforcement Authority)

and

21ST Century Cyber Charter School
(School Entity)

July 1, 2025 through June 30, 2028
(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, *et seq.*, and 22 Pa. Code §§12.31-12.33, including any amendments thereto.
 - ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§13-1303-A and 13-1313-A, and any amendments thereto.
 - iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. §13-1303-A, and any amendments thereto.
 - c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office¹ - what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

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

E. Priorities of the Law Enforcement Authority

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

F. Priorities of the School Entity

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

II. Notification of Incidents to Law Enforcement

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

A. Mandatory Notification

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

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

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

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

a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. §908 (c) (relating to definitions).

b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

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

a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchaku, stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

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

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

xi. Section 3124.1 (relating to sexual assault).

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

- vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
 - vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).
 - viii. Chapter 39 (relating to theft and related offenses).
 - ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
 - x. Section 5503 (relating to disorderly conduct).
 - xi. Section 6305 (relating to sale of tobacco).
 - xii. Section 6306.1 (relating to use of tobacco in schools prohibited).
 - xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).
- b. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (a).
2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.
- C. Law Enforcement Response to Notification
- 1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.
 - 2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.
- D. Notification of the Law Enforcement Authority when incident involves children with disabilities
- 1. If a child with a disability commits an incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).
 - 2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police

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

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

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

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

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

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

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

III. Law Enforcement Authority Response

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority may include:

1. For incidents in progress:

- a. Meet with contact person and locate scene of incident.
- b. Stabilize incident.
- c. Provide/arrange for emergency medical treatment, if necessary.
- d. Control the scene of the incident.
 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
- e. Conduct investigation.
- f. Exchange information.
- g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:

- a. Meet with contact person.
- b. Recover any physical evidence.
- c. Conduct investigation.
- d. Exchange information.
- e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority

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

8. Custody of Actors

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

IV. Assistance of School Entities

A. *In Loco Parentis*

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

8. Notification of Parent or Guardian

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

C. Scope of School Entity's Involvement

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

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

2. Victims

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

3. Witness

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

4. Suspects and Custodial Interrogation

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

5. Conflicts of Interest

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections 11A 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.



Chief School Administrator
Dr. Matthew Flannery, CEO

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

School Entity



Chief Law Enforcement Authority
Michael P. Carroll

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

Law Enforcement Authority



Andrea Fox (May 14, 2025 11:20 EDT)

Board of Trustees Chairperson
Andrea Fox

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](#)

**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");

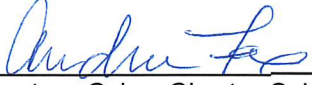
WHEREAS, the Employer shall allow Bargaining Unit Members the option to work from home during the work week, subject to conditions as stated in this MOU; and

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

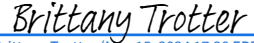
1. For the remainder of the 2023-2024 school year and for the first semester of the 2024-25 school year, eligible Bargaining Unit Members shall have the option to work from home full-time, subject to the following conditions:
 - a. If required by the Employer, a Bargaining Unit Member shall not work 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 (MOU) FY 24/25

Between
Compass Mark
And
21st Century Cyber Charter School

This is an agreement between “Party A”, hereinafter called *Compass Mark* and “Party B”, hereinafter called *21st Century Cyber Charter School*.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the facilitation of evidence-based prevention programs at *21st Century Cyber Charter School*

This MOU is intended to:

- Establish course and method for facilitation of programs within the school.
- Clarify the logistical requirements for both parties to ensure successful implementation of programming.
- Outline the agreed upon services for the agreed upon schedule and costs, as applicable.
- Communicate expectations for effective and collaborative partnership that will best support and serve students, parents, families, and communities.

II. BACKGROUND

Compass Mark implements school-based drug and alcohol prevention services for grades k-12 in Lancaster, Lebanon, and Chester Counties. 21st Century Cyber Charter School is a school within Chester County seeking school-based drug and alcohol prevention services.

III. *Compass Mark* RESPONSIBILITIES UNDER THIS MOU

Compass Mark shall undertake the following activities:

Program Implementation

- *Implement a full course of in-person sessions as indicated below in Section V*
- *Upon request, deliver school programs at the above-named school via **Zoom or other agreed upon virtual platform** on predetermined dates and times*
- *Share curriculum materials as requested by School for review and approval*
- *Provide programs with fidelity and each school with outcomes reports as aggregate data as requested.*
Note: Due to confidentiality, Compass Mark cannot release surveys from individual students.
- *Provide qualified, professional Facilitators who are trained and experienced in classroom management, curriculum presentation, and drug and alcohol prevention*
- *Refer individual students to the guidance department, should concerns arise*
- *Comply with expectations of Mandated Reporting and complete any necessary documented as presented by the school*

Partnership & Collaboration

- *Provide take-home materials for program students to School Administration for review and approval in advance of program start dates and ongoing, as necessary*
- *Support ongoing needs of the school community as requested relating to drug and alcohol use and misuse prevention topics. This may include consultation on substance prevention efforts, information dissemination at school events, trainings, or support of other initiatives as it related to climate or parent engagement.*
- *Provide content for increased access to resources for parents and students to support the prevention of substance use & misuse by sharing Compass Mark's website, events, or materials where and when appropriate at least three times throughout the school year.*

IV. 21st Century Cyber Charter School RESPONSIBILITIES UNDER THIS MOU

21st Century Cyber Charter School shall undertake the following activities:

Program Implementation

- *Support Compass Mark program facilitations by clearly communicating classroom rules and necessary procedures to the Facilitator and Students*
- *Provide a classroom teacher or staff member to be available for behavior management during the facilitation of Compass Mark in-person programs*
- *Continue to promote student wellness and prevention programs' learning objectives throughout the school year by referring to topics and concepts taught during evidence-based program.*
- *Evaluate the assigned Facilitator performance utilizing evaluation form, as provided by Compass Mark upon program completion*

Partnership & Collaboration

- *Permit distribution of program based "take-home" materials for students in programming after any necessary review and approval by Building Administrator*
- *Permit Compass Mark Facilitator to conduct pre- and post-tests for evidence-based programs to be used to ensure fidelity of the program. Pre- and post- tests will be anonymous and contain no student identifiers.*
- *Provide Compass Mark staff with appropriate internet access and technology support (to allow use of PowerPoints and to show internet-based videos)*
- *Provide Compass Mark with notice of any predictable programming cancellations at least 24 hours in advance, understanding that failure to do so may result in a \$40.00 charge directly to the school building*

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

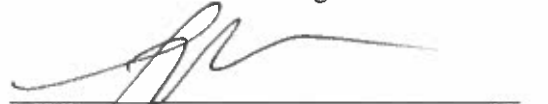
All schools named below, and their designated representative have agreed to engage in a course of prevention programming with Compass Mark Prevention Services.

21st Century Cyber Charter School - Lauren Andrulwich - 2 Positive Action groups at 15 weeks totaling 30 sessions (utilizing Compass Mark funding from the County of Chester D&A Commission)

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of Party A's and Party B's authorized officials. It shall be in force from October 1, 2024 to March 31, 2025.

Parties A and B indicate agreement with this MOU by their signatures.


Teri Miller-Landon, Director of Programs
Compass Mark (Party A)

7/11/2024
Date


Andrea Fox (Aug 14, 2024 19:03 EDT)

21st Century Cyber Charter School (Party B)
Ms. Andrea Fox, Board of Trustee Chairperson

August 13, 2024
Date



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

Albright College (herein called Albright) and 21st Century Cyber Charter School (herein called High School or Charter School) enter into the following Dual Enrollment Program Memorandum of Understanding (MOU) on this 12th of March, 2024.

I. Purpose and Overview

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

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

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

II. Term

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

III. Student Eligibility

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

- a. Achieved class standing as a junior or senior at High School. A first year or sophomore student who has satisfied the prerequisite requirements and obtained approval from Albright College and High School may also apply.
- b. Is making satisfactory academic progress towards fulfilling applicable secondary school graduation requirements as determined by the High School. The High School will determine satisfactory progress based on the students having accrued the expected number of credits for their grade level.



- c. Should typically have a secondary school cumulative grade point average of 3.0 or higher on a 4.0 scale and/or a grade point average of 3.0 or higher in the applicable subject area of the Albright course of study.
- d. Completes and submits the Dual Enrollment Program Application Form to the Albright College Admission Office and has a transcript submitted from the High School. This can be completed through the Albright College website.

III. **Albright College Responsibility and Courses Offered**

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



contractors, or agents who have direct contract with children (as that phrase is defined in Act 126 of 2012, 24 P.S. § 12-1205.6) complete child abuse recognition and reporting training that complies with the requirements of Act 126 of 2012 or any statute replacing Act 126 of 2012.

- d. **Accessibility:** Albright College and the Charter School shall not unlawfully discriminate on the basis of a student's race, nationality, ethnicity, religion, gender, disability, or any other basis protected by state, federal, or applicable local law, regulation, or ordinance. Albright College ensures that people with disabilities have equal opportunity to participate in its programs and activities, in compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act Amendments Act (ADAAA). Students are encouraged to contact the Student Accessibility & Advocacy (SAA) office to discuss and request accommodations as needed. It should be noted that accommodations at an institution of higher education may be different than those approved in high school. The SAA office will review the student's documentation and engage in an interactive process with them to develop appropriate accommodations for the college environment.
- e. Albright College and the Charter School shall comply with all applicable federal and state laws regarding the confidentiality of educational records of the students including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, its implementing regulations (34 C.F.R. Part 99), and Title 22 of the Pennsylvania Code §§ 12.31-12.33.
- f. **Grade Reports:** At the end of the academic year, the Albright College Registrar's Office will provide participating High School with a grade report. This report will be used by the High School for internal purposes to allow for the transfer of college credit to the high school curriculum and academic record. Any other use of this grade report will require that the High School request explicit written permission from the student. Albright College course units will be assigned based on the Albright College catalog for the term of the enrolled course. The Albright College Grading System is listed under h. below.
- g. **Course Offerings and Class Scheduling:** Albright College may update the available course offerings and adjust seats in the course offerings to meet the needs of Albright College and its current student body.
 - l. **Academic Schedule:** Course offerings for the upcoming term will be aligned based on the current college academic calendar, curriculum, and student registration. Available courses may be added or updated based on the academic schedule at the time. Seats in courses will be available to High School students on an open-seat basis. Priority for registration is given to Albright College students including incoming First Year and Transfer students. If the course is available virtually for



Albright College students, High School students will have the opportunity to take the course virtually as well.

- II. **General Courses:** Current offerings during a given term will be available for dual enrollment students. Preference will be given to courses with no prerequisites that align with individual academic interests and pursuits.

- h. **Promotional Materials:** Albright College will work collaboratively with High School to develop and promote the Dual Enrollment Partnership. This promotional material will include website, flyers, handouts, posters, etc.
- i. **Albright College Grading System:** Evaluation of student progress is made at both mid-semester and at the end of the semester. The approximate numerical grading equivalent is:

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

IV. **High School and Charter School Partners Responsibility**

- a. **Monitoring:** The High School will monitor all Program students to ensure that they are meeting the defined criteria of the program. Students not meeting the defined criteria will be removed from the Program utilizing the Albright College Withdrawal Process. When specifically requested by the High School to the Albright College Registrar's Office, the High School will receive mid-semester grades from Albright College, when available.
- b. **Program Promotion:** High School agrees to identify students and provide a mechanism for communicating the educational benefits of higher education and the requirements for participation in the program to students and parents.
- c. **Transportation:** The Charter School agrees that Albright has no responsibility to provide any transportation to the participating students in regards to travel for the purposes of attending classes or to use the College's buildings and facilities.
- d. **Charter School Insurance:** Charter School shall maintain in force at all times during the Term of this Agreement (i) commercial general liability ("CGL") insurance, including bodily injury, property damage, premises, and contractual liability coverage, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Sexual Misconduct/Abuse Liability insurance of



an amount of not less than \$1,000,000 per occurrence. Coverage endorsed onto the CGL insurance is acceptable; (iii) Technology Errors and omissions coverage, including Cyber Risk liability, with minimum limits of \$10,000,000 per occurrence/aggregate; (iv) automobile liability insurance with minimum occurrence and combined single limits of \$1,000,000 providing coverage for “Any Autos” including owned, leased, non-owned and hired vehicles; and (v) workers’ compensation and occupational disease insurance as required by law and employer’s liability and occupational disease coverage with minimum limits of \$1,000,000. These insurance policies, with the exception of the workers’ compensation coverage must: (1) name Albright and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the “Additional Insureds”) as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or relating to this MOU, including claims alleging independent acts or omissions of the Additional Insureds; (2) require notice to Client at least 30 days before termination or restrictive amendment; (3) contain a waiver of subrogation rights as to Albright; (4) be primary and non-contributory; and (5) contain cross-liability and severability of interests coverage. Charter School must furnish to Albright before the effective date of the MOU certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds.

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



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

V. **Student Guidelines**

- a. Students enrolling in Dual Enrollment Program courses must follow the policies and regulations of the High School and Albright College, including Student Behavior and Code of Conduct policies. Albright College shall notify the Charter School of any misconduct by a student attending a dual enrollment course under this Agreement and shall provide the Charter School with all documentation of such misconduct upon the Charter School’s request.
- b. Academic policies and procedures students will follow include, but are not limited to, withdrawal deadlines, drop/add dates, and refund guidelines and policies. Adherence to these policies includes the completion and submission of the Albright College forms and documentation.
- c. College credit will be awarded by Albright College to participating students upon successful completion of all coursework. These courses have the academic rigor and meet all College standards. High School students will receive the same college credit that Albright College students receive for the same course. If a student in a dual enrollment course should become a regularly enrolled postsecondary student at Albright College, Albright College shall recognize the credits from the dual enrollment course as applying to the student’s degree



requirements as it would for any regularly enrolled postsecondary students who took the course.

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

VI. Tuition Costs & Financial Responsibility

- a. **Cost:** The tuition rate for the Program courses will be set annually by Albright College Board of Trustees, usually in October, and are competitive to other area institutions of higher education. Tuition rates will be communicated to the Charter School as soon as the Board approved rates are available.

In addition, a student may enroll in the Albright College Total Experience Learning® (TExPL) course with or without the Dual Enrollment course, for a fraction of the cost of a full course. The student will receive ¼ Albright course unit for one semester participation in the TExPL Course.

- i. For reference purposes: The Dual Enrollment Program, including one full Albright course unit and ¼ Total Experience Learning® research course unit in the Albright College system is the equivalent of 5 credits in a traditional college credit system.

Financial Responsibility: The following are financial payment options for student tuition and the cost for textbooks and other instructional materials:

- i 100% paid by district – District to pay Albright directly
- ii Self-Pay (Student/Family) with no funding from the district or other source
- iii Partially paid by Charter School and/or self-pay

Tuition: The Charter School agrees to pay (please check or indicate the % below):

_____ 100% of student tuition
___x___ 0% of student tuition
_____ % of student tuition (please specify % Charter School will pay)

Textbooks and other instructional material: The Charter School agrees to pay (please check or indicate the % below):

_____ 100% of student textbooks and other instructional material expense
___x___ 0% of student textbooks and other instructional material expense



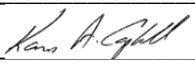
_____ % of student textbooks and other instructional material expense
(please specify % Charter School will pay)

- b. **Charter School Sponsorships:** Charter Schools that sponsor students financially may be invoiced prior to the semester start date with the understanding payment will be remitted as soon as applicable funds are available. Albright College shall provide, the student, and the student's parents or guardians with an invoice each term showing the amount charged for tuition, fees, supplies, and other costs related to a student attending a Dual Enrollment Course.
 - i Albright College's normal refund policy will apply in the case of a student who withdraws from a Dual Enrollment Course before completing it.
- c. Charter Schools providing financial support for Dual Enrollment students are to provide billing contact information to Albright College's Student Accounts department at studentaccounts@albright.edu upon signing this agreement.



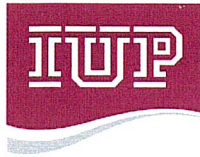
Signature Section

For Albright College:

Printed Name: Karen A. Campbell
Signature: 
Title: Provost and Senior Vice President for Student & Campus Life
Date: 05/01/2024

For the Charter School
21st Century Cyber Charter School

Printed Name: Andrea Fox
Signature: 
Andrea Fox (May 1, 2024 12:09 EDT)
Title: Board of Trustees Chairperson
Date: May 1, 2024



DUAL ENROLLMENT AGREEMENT

THIS AGREEMENT is entered into this day between Indiana University of Pennsylvania hereinafter referred to as "the University" and Century Cyber Charter School, hereinafter referred to as "the District", a public school under the laws of the Commonwealth of Pennsylvania.

The University is a unit of higher learning of the State System of Higher Education of Pennsylvania. 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. 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. Certain students in the District may benefit from the opportunity to take classes offered by the University. The University wishes to develop a Dual Enrollment program to recruit outstanding students to the University study body. The District also wishes to make certain undergraduate courses offered by the University available to the students of the District.

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

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

I. General Terms

1. The District will determine, on a student-by-student basis, the suitability of courses for the District's students who wish to enroll in the course.
2. Students selected by the district for enrollment in an on-campus course will be enrolled as non-degree students at the University. To aid the enrollment of the District's students, the District will provide the documentation necessary to the enrollment without cost. Each student will have to apply (once) for a non-degree status. The application will include a high school transcript and a letter from a guidance counselor attesting to the suitability of each course. Students selected by the District may enroll in on campus, online, or both courses under this Agreement during both the academic year and the summer as non-degree students on a space available basis.
3. Should a student from the District wish to become a fully matriculated undergraduate student upon graduation from high school they must follow the normal application process. Although successful completion of university level courses is generally viewed as a good indicator of success in college and a strong positive factor in the admission decision, nothing in this document serves to guarantee to a participating student admission to a regular status or to any major. Tuition reductions described in paragraph five would not apply once a student enrolls in the university outside of the parameters of this Agreement and he or she would be obligated to pay the standard tuition rate.
4. Students may obtain transcripts of their coursework from the Registrar in the normal manner.
5. The University will provide the District's students with a reduced tuition rate for on-campus enrollment. The student will be responsible for the balance of the tuition and fees. Fees for on-campus courses are defined on the University web site. The reduced tuition rate for on-campus courses will be 25 % of the regular in-state tuition (subject to a space available basis). The reduced tuition rate will apply only to students of the District. The University's normal refund policy will apply in case of withdrawals.



6. Students registered as non-degree students at the University under this Agreement will have the same rights, privileges, and responsibilities as other non-degree students, including the right to a student ID, use of the library, and other academic resources. All University policies and procedures, including but not limited to, academic policies and student discipline policies shall apply.
7. The Organization understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, et seq.

II. Mutual Terms and Conditions

1. The term of this Agreement will be five (5) years from the date of the final signature below. Either the University or the Organization may terminate this agreement with ninety (90) days' notice. In the event of a substantial breach, either party may terminate this agreement. Should the Organization wish to terminate the agreement prior to the completion of a semester/term, any student enrolled under the terms of this Agreement will have the opportunity to complete their IUP field experience.
2. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title VII of the Civil Rights Act of 1964 in regard to sex, race, color, national origin, and religion, Title IX of the Education Amendments of 1972 in regards to sex and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The Organization agrees to cooperate with the University in its investigation of claims of discrimination or harassment.
3. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
4. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this agreement with each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
5. 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 or of the State System of Higher Education or the University.
6. This Agreement represents the entire understanding between the parties. This agreement shall only be modified in writing with the same formality as the original Agreement.



The authorized representatives of the parties have executed this agreement as of the date indicated below.

Indiana University of
Pennsylvania

Century Cyber Charter School

A handwritten signature in cursive script, reading 'Lara Luetkehans', written in black ink.

8/8/2023

Date

Dr. Lara Luetkehans,
Provost & VPAA

A handwritten signature in cursive script, reading 'Andrea L. Fox', written in black ink. Below the signature is a blue digital timestamp: 'Andrea L. Fox (Aug 8, 2023 14:20 EDT)'.

Andrea L. Fox (Aug 8, 2023 14:20 EDT)

Authorized Signature

8/8/2023

Date

Andrea Fox,
Board of Trustees
Vice Chairperson
Print Name/Title

EFFECTIVE DATE OF AGREEMENT is the date of last signature.

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

1, 2022 - JUNE 30, 2025

EARLY COLLEGE PROGRAM FOR YOUNG SCHOLARS

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

ELIGIBLE HIGH SCHOOL STUDENTS

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

CREDITS

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

LIMITS ON PARTICIPATION

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

STUDENT PARTICIPATION AT LCCC

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

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

GRANTS AND FINANCIAL AID

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

FEES, TEXTBOOKS, MATERIALS

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

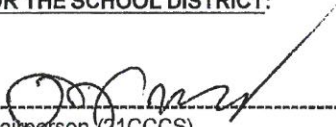
ADDITIONAL RESPONSIBILITIES

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

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

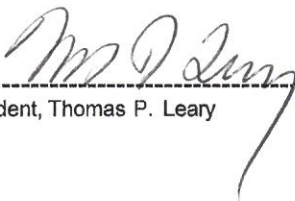
- Education Records Compliance: Both parties shall comply with all applicable federal and state laws regarding the confidentiality of educational records of the students including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, its implementing regulations (34 C.F.R.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

FOR THE SCHOOL DISTRICT:


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

President, Board of School Directors Date:

LUZERNE COUNTY COMMUNITY COLLEGE:


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

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Dual Enrollment Agreement

Messiah University and 21st Century Cyber Charter School

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

Purpose

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

Term

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

Program Description

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

Student Eligibility

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

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

Courses

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

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

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

Student Credit

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

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

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

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

Tuition and Related Expenses

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

Additional Responsibilities

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

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

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

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

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

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

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

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

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

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

21st Century Cyber Charter School

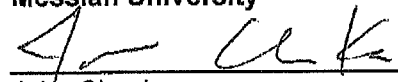

Pete Mango (Oct 11, 2022 15:01 EDT)

Peter Mango
Board Chairperson

10-11-2022

Date

Messiah University



John Chopka
Vice President for Enrollment Management

10/4/22
Date



Dual Enrollment Memorandum of Understanding

Between

21st Century Cyber Charter School and Grove City College

In consideration of mutual interests, Grove City College ("College") and 21st Century Cyber Charter School ("School District") enter into this agreement regarding the Dual Enrollment ("DE") program ("Agreement").

1. TERMS

- a. Both parties agree to the following terms and conditions:
 - i. The purpose of this Agreement is to foster and facilitate the ability of qualified School District students to enroll in College courses. In addition, it is expected that this Agreement will help to develop a strong, long-term academic partnership between College and School District for mutual benefit.
 - ii. This agreement applies to both
 1. College
 2. School District
 3. Parents of dual enrolled students
 4. Dual enrolled students
 - iii. This agreement does not apply to
 1. College study abroad programs
 2. College internship programs
 3. College independent study courses and/or research
 4. College music lessons
 - iv. High school students must meet the criteria listed here:
 1. A full-time high school student at the end of their Sophomore year except for courses that College and the School District may deem to be appropriate at lower levels.
 2. A minimum GPA of 3.00/4.00 or better at School District
 3. DE request is for no more than 11 credit hours per term
 4. If applicable, a minimum GPA of 2.0 or better at College
 5. Verification is received by College from high school guidance counselor that student is college-ready
 6. Signed parental consent form has been submitted to College

7. High school transcripts have been received by College.

- b. The School District will not provide any funding directly or indirectly to any participating student/family through a federally funded government program.
- c. Neither College nor School District will be responsible to pay any amount that is due for the student to participate in the DE Program. Any and all costs associated with a student's participation in this program is the sole responsibility of the student and his/her parents/legal guardian(s).
- d. Private educational student information may be exchanged between School District guidance counselors and College as appropriate.
- e. Dual credit status shall neither enhance nor diminish on-campus liabilities for School District and College policies and codes of conduct.

2. STUDENT SUPPORT SERVICES

a. DISABILITY SUPPORT SERVICES

All DE students are afforded equal access and support in accordance with their academic needs through existing School District services.

b. STUDENT SAFETY

DE students are afforded the same campus protections as College undergraduate students. Safety mindedness is an important section in the [Crimson Student Handbook](#).

c. TRANSPORTATION

Transportation will not be provided by College for DE students.

d. FOOD SERVICES

Many DE students want to have an immersive college experience. Therefore, DE students who are on campus are encouraged to take advantage of College food services. Although every effort is made to ensure a variety of student diets is accommodated, students are responsible for monitoring their own dietary needs.

e. ADVISING

All DE students have access to a College academic advisor. It is the responsibility of the DE guidance counselor to register with the director of the Office of Graduate and Online Programs. Registration can be accomplished through respective attending DE students during the application process. No information will be provided to any DE counselor who is not registered with College.

3. CURRICULUM

It is agreed and understood that College has the right and responsibility to make changes to its curricula and enrollment standards to maintain its academic integrity and meet accreditation standards.

a. TEXTBOOKS/INSTRUCTIONAL MATERIALS

Except where otherwise noted, it is the responsibility of the student to obtain all materials required for each course. If labs are part of the course, students will be obligated to pay a fee to cover such expenses.

b. COURSE CONTENT

- i. All courses taught at College are at the college level. It remains the sole responsibility of the student and/or the parents of the DE student to judge whether a course is suitable for the student to take.

- ii. College is a Christ-centered college; therefore, some content in most courses may require students to reflect on their own personal beliefs regarding God. Assessments may be given that will require students to reflect on their own personal beliefs. If students or their parents are uncomfortable with Christ-centered educational content, they should check in advance to determine if a particular course will be appropriate for their study.
 - c. FACULTY
Faculty are defined to be the teaching staff of College and are vetted according to current standards as established by College. Faculty are required to have all necessary background checks in order to work with minors.
 - d. ACADEMIC CALENDAR
College publishes the [academic calendar](http://www.gcc.edu/Info/Events-News/Calendar/Academic-Calendar) annually [http://www.gcc.edu/Info/Events-News/Calendar/Academic-Calendar]. Courses will run according to the academic calendar except where faculty have deemed it appropriate to run a modified course.
 - e. ACADEMIC POLICIES
College publishes academic policies that pertain to students in the [Crimson Student Handbook](#). While not all policies apply to School District students, all students attending College are expected to abide by the standards outlined in this student handbook. (e.g., but not limited to, residence, housing, international travel policies do not apply to School District students at this time).
4. STUDENT HANDBOOK
- a. STUDENT ATTENDANCE POLICIES
Faculty reserve the right to set attendance policies in their courses.
 - b. STUDENT MISCONDUCT
Behavioral expectations can be found in the [Crimson Student Handbook](#). These expectations are to be adhered to by all students attending College, regardless of whether the attendance is on-campus or on-line. Please also note that any HS student who attends the DE program must also continue to abide by all laws, regulations, handbooks, and policies applicable to the students at the HS.
 - c. GRADE APPEALS
All students of College have the right to appeal a grade. The detailed procedure for grade appeals can be found in the [Crimson Student Handbook](#).
 - d. ACADEMIC INTEGRITY POLICY
All students of College are bound by the Upholding the Honesty in Learning Policy. A full explanation of this policy can be found in the [Crimson Student Handbook](#). Violations of this policy are considered serious offenses at College and are treated thusly. Note that two or more violations in the Honesty in Learning policy may result in academic dismissal.
5. STUDENT RECORDS
- a. GRADING POLICIES
College faculty reserve the right to establish grade policies for their respective courses.
 - b. TRANSCRIPTION OF COLLEGE CREDIT
Students are encouraged to request official college transcripts after the completion of any course(s). School District maintains the right to request official transcripts from the

student and file them at School District as proof of successful completion of the coursework.

c. STUDENT DIRECTORY INFORMATION

College reserves the right to publish student directory information for all students taking classes at College, regardless of whether those classes are in-person or remote.

6. EXTRACURRICULAR ACTIVITIES and STUDENT ENGAGEMENT

- a. School District students may be invited to certain extracurricular activities, at the discretion of College. When School District students are involved in such activities, they are bound by the same regulations as all other College students.

7. COMMUNICATIONS

- a. College reserves the right to communicate with guidance counselors at their sole discretion regarding student performance. Parents can access their student's information directly from the guidance counselors.
- b. Faculty advising and mentoring is an important part of a college experience. Faculty advising and mentoring will be available to all enrolled School District students. [Materials for potential students](#) will be available online and [degree program advising guides](#) can be downloaded for student use.

8. TERMINATION OF THE MOU

- a. This agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended, unless in writing and signed by both parties. This Agreement supersedes all prior agreements, whether written or oral, with respect to the subject matter of Agreement.
- b. This Agreement may be terminated by either institution by giving 60 days written notice to the other institution. Such termination may be immediate in the event termination is required by law or the terminating institution believes it will suffer irreparable harm from continuing under the Agreement.

Duly authorized administrative representatives of Grove City College and School District executed this Agreement as of the day and year given below.



Peter Frank, Provost
Grove City College
100 Campus Drive
Grove City, PA 16127

4/26/2024
Date



Andrea Fox (Apr 23, 2024 16:15 EDT)

Board of Trustees Chairperson/Vice
Chairperson
21st Century Cyber Charter School

Apr 23, 2024

Date

Board Affirmation Statement

21st Century Cyber Charter School

Address: 1245 Wrights Ln, 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:

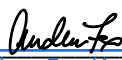
Note: Individual signatures required for each section.

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 12th day of August, 2025

By:  (Signature of Board President)
Andrea Fox (Aug 12, 2025 17:23:45 EDT)

Andrea Fox (Print Name)

21st Century Cyber Charter School Board of Trustees

Charter School Law Affirmation

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

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

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

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

Affirmed on this 12th day of August, 2025

By:  (Signature of Board President)

Andrea Fox (Aug 12, 2025 17:23:45 EDT)
Andrea Fox (Print Name)

21st Century Cyber Charter School Board of Trustees

Ethics Act Affirmation

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

The Ethics Act provides that public office is a public trust and that any effort to realize personal financial gain through public office other than compensation provided by law is a violation of that trust. The Ethics Act was passed to strengthen the faith and confidence of the

people of Pennsylvania in their government. The Pennsylvania State Ethics Commission (Commission) administers and enforces the provisions of the Ethics Acts and provides guidance regarding its requirements.

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

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

Affirmed on this 12th day of August, 2025

By:  (Signature of Board President)

Andrea Fox (Aug 12, 2025 17:23:45 EDT)
Andrea Fox (Print Name)

21st Century Cyber Charter School Board of Trustees

Charter Annual Background Check Affirmation

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

Affirmed on this 12th day of August, 2025

By:  (Signature of Board President)

Andrea Fox (Aug 12, 2025 17:23:45 EDT)
Andrea Fox (Print Name)

21st Century Cyber Charter School 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 12th day of August, 2025

By:  (Signature of Board President)
Andrea Fox (Aug 12, 2025 17:23:45 EDT)

Andrea Fox (Print Name)

21st Century Cyber Charter School 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 12th day of August, 2025

By:  (Signature of Board President)

Andrea Fox (Aug 12, 2025 17:23:45 EDT)
Andrea Fox (Print Name)

21st Century Cyber Charter School 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.