



Philadelphia District Attorney's Office

PROJECT GO

THREE SOUTH PENN SQUARE

PHILADELPHIA, PENNSYLVANIA 19107- 3499

PROJECT "GO" SCHOOL ATTENDANCE SUPPORT PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated August 13, 2024, is by and between the **Philadelphia District Attorney's Office** ("DAO") and PA Distance Learning Charter School [PA-126513420-7649] ("the School"; collectively, "the Parties").

- I. **Purpose.** The purpose of this partnership is to ensure that the parents/guardians of the children enrolled in the School are made aware of the importance of regular school attendance. This MOU sets forth the duties and responsibilities of the DAO and the School to implement the Project "GO" School Attendance Support program at the school.
- II. **Term.** The term of this MOU shall commence on August 1, 2024 and terminate no later than July 31, 2025 (the "Term").
- III. **Responsibilities of the Parties.**

A. PA Distance Learning Charter School [PA-126513420-7649]

1. The Principal of the School agrees to assign at least one Attendance Designee to be responsible for all contact between the School Attendance Support Unit at the DAO and the School.
 - a. The Attendance Designee shall be:
 - an employee of the School;
 - familiar with attendance record keeping procedures.
 - familiar with the School's attendance policy.
 - familiar with the attendance enforcement procedures regarding truant and habitually truant students pursuant to 24 P.S. §§ 13-1333 – 1333.1.

- familiar with the requirements of compulsory school attendance law regarding excuses for not attending school pursuant to 24 P.S. §§ 13-1327.2 and 1329.
 - familiar with exceptions to compulsory school age pursuant to 24 P.S. § 13-1330.
 - familiar with the requirements of written legal notice to parents/guardians pursuant to 24 P.S. § 13-1354.
2. The Attendance Designee will provide the following information for habitually truant students monthly or, at the request of the DAO, within ten (10) business days of such request:
- All requested demographic information of habitually truant students via the appropriate electronic DA Referral Spreadsheet.
 - Requested student records via email, fax, or USPS, which shall include:
 - The attendance record for the current school year.
 - The attendance record from the previous school year if the student attended The School.
 - A copy of the School Attendance Improvement Plan written during the 2024-2025 school year.
 - A written record of all verbal or written contact between the School and the parent/guardian during the current school year regarding school attendance.
 - Prior to submitting demographic information or student records to the DAO, the School must contact the parent/guardian in writing pursuant to 24 P.S. § 13-1333(a).
3. The Attendance Designee or agent will be present at the Family Conference, a meeting coordinated by the DAO and intended to uncover the barriers to school attendance, to respond to specific questions regarding the School's policies and resources or a student's attendance. The Attendance Designee or agent must be familiar with the student's attendance records.
4. After the Family Conference, with respect to the students whose parents/guardians were invited to the Family Conference, the School will:
- investigate, document, and ensure the validity of all unexcused and excused absences,
 - ensure the accuracy of the attendance record, and

- continue to document in writing all contacts concerning attendance between the School and the parents/guardians of habitually truant students.
5. After the Family Conference, the Attendance Designee will notify the DAO of those students whose attendance has not improved in violation of the compulsory school attendance law, 24 P.S. § 13-1333. Notification will occur electronically:
 - at a time to be agreed upon at the Family Conference, and
 - after the School has monitored the student's attendance for at least ten (10) school days.
 6. The School will compile and produce the student's school records at the request of the DAO to ensure that a family is able to receive more intensive services and support.
 7. The Principal will identify a primary contact for Regional Truancy Court hearings. The Attendance Designee will submit the following to the DAO for forwarding to the Court:
 - The Principal's first name, last name, and email address.
 - The Principal's signature.
 - The first name, last name, and email address of the primary contact at the School for Regional Truancy Court hearings.
 - The School's phone number.
 - The School's physical address.

B. Philadelphia District Attorney's Office

The DAO agrees to provide truancy prevention/intervention services at for habitually truant students. The DAO will:

1. Maintain complete confidentiality as defined and required by state, federal, and local law and by the School for all information and records relating to School students. The DAO acknowledges that the School is bound by federal and state laws regarding the compilation, maintenance, and release of educational records. The DAO shall comply with all federal and state laws regarding the confidentiality of educational records of the School and the Student, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99, and Title 22 of the Pennsylvania Code, 22 Pa. Code §§ 12.31–32. For the purposes of this MOU, the DAO is

considered a contractor under FERPA and has a legitimate educational interest in student records.

2. Provide the School with the electronic referral forms needed to make referrals.
3. Upon receiving a student's demographic information from the Attendance Designee via the electronic referral form, send an Initial Warning Letter on DAO letterhead to the parents/guardians of those students who have been identified as habitually truant via First-Class Mail. The Initial Warning Letter will explain the importance of regular school attendance and the legal significance of truancy.
4. Schedule a Family Conference with parents/guardians of those students who continue to need school attendance support after the School has fulfilled its obligations under 24 P.S. § 13-1333 and the DAO has sent an Initial Warning Letter. Subsequently, the DAO will:
 - Contact the parents/guardians scheduled for a Family Conference via phone at least three (3) days prior to the scheduled conference.
 - Send advanced written notice of the Family Conference via First-Class mail to the relevant parents/guardians at least two (2) weeks prior to the scheduled conference.
 - Ensure a member of the DAO is present at all Family Conferences held at the School, other physical location, or remotely.
5. Refer students and families as needed to agencies that will provide services aimed at addressing barriers to consistent school attendance in accordance with agreements made at the Family Conference. The DAO will provide timely notice to the School via email once a referral has been made.
6. After the Family Conference and upon receiving notice from the Attendance Designee that a student's attendance has not improved in violation of the compulsory school attendance law (24 P.S. §13-1333), the DAO will do one or more of the following:
 - Schedule an additional meeting with the parent/guardian and/or student,
 - Make additional referrals to agencies that will provide services aimed at addressing barriers to consistent school attendance, and/or
 - Refer students and their parents/guardians to Regional Truancy Court in Philadelphia County.

7. Prior to referring a case to Regional Truancy Court, the DAO must ensure that the School is added to the citations list of the Juvenile Branch, Family Division of the Court of Common Pleas of Philadelphia - First Judicial District of Pennsylvania (the "Court") or, if the School was previously added, that the existing citation is accurate.
 - The DAO will forward the information requested in Section IV, Subsection A(7) of this MOU to the Court to add the School to the Court's citation list or verify the accuracy of the existing citation.
8. When referring cases to Regional Truancy Court, the DAO will:
 - Send the following required documents to Truancy Intervention and Support Services Unit of the City of Philadelphia Department of Human Services ("DHS") and the Court:
 - The attendance record for the current school year,
 - The attendance record from the previous school year, if available,
 - A copy of the School Attendance Improvement Plan written during the 2024-2025 school year, and
 - A record of all verbal or written contact between the School and the parent/guardian during the current school year regarding school attendance.
 - Submit requested student demographic information to the Court and DHS.
 - Notify the Attendance Designee electronically to confirm the referral has been made.
 - Notify the Attendance Designee electronically of scheduled hearing dates upon receipt of notice from the Court.
9. Train relevant School staff and parents/guardians regarding their duties as part of the Project "GO" School Attendance Support program, under compulsory school age law, and pursuant to this MOU and in accordance with the School's Health and Safety Plan.

[Continued on next page]

- IV. Notices.** Any written communication required by this MOU shall be sent electronically to the contacts listed below.

Communication to the DAO shall be emailed to projectgo@phila.gov or to the following individuals:

Michael Baldwin
Michael.Baldwin@phila.gov
Director, Project Go

Reginald Buckner
Reggie.Buckner@phila.gov
Program Facilitator, Project Go

Communication to the School shall be emailed to the designated Attendance Designee(s).

- V. Cost.** There is no fee for these services and no monetary exchange between the parties for implementation of Project "GO" School Attendance Support program.
- VI. Termination.** Failure to abide by the responsibilities outlined in this MOU may result in cancellation of the Project "GO" School Attendance Support program at the school.
- VII. General Terms.** It is expressly understood that each party will operate according to their own policies. Nothing contained in this MOU supersedes the statutes, rules, and regulations governing each party. To the extent that any provision of this MOU is inconsistent with any such statute, rule or regulation, the statute, rule or regulation shall prevail.

If a conflict arises regarding the terms of this MOU, the Parties agree to work in good faith to resolve such conflict.

[Signature Page Follows]

This MOU will be signed by the appropriate agency representatives. By signing, the parties agree to support and uphold the MOU.

Philadelphia District Attorney's Office:



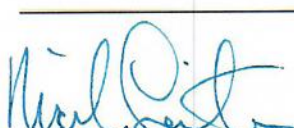
Robert Listenbee
First Assistant District Attorney

Date: 10/7/24



Michael Baldwin
Director, Project Go

Date: 9/16/24



School Leader's Signature

Date: 8/14/24

Michael Leitera

School Leader's Name (printed)

CEO

School Leader's Title:

Education Stability Plan-Best Interest Determination (BID) Process

Notice of Responsibilities of LEA and ACCYF under ESSA

To ensure the educational success and school stability of students in foster care: Every Student Succeeds Act (ESSA) requirement for Best Interest Determination (BID)

This Education Stability Plan addresses identified points of contact, data sharing, best interest school placement determination, school enrollment, and dispute resolution related provisions.

Purpose

The purpose of this Education Stability Plan is to establish procedures and agreed upon processes between the Local Education Agency (LEA) and Allegheny County Children Youth and Families (hereafter known as ACCYF) to ensure the provision of service to optimize academic success for children and youth in out of home care.

Identified Points of Contact

LEA Responsibilities:

The LEA agrees to appoint a Foster Care Point of Contact (POC). The name and contact information for this person will be updated regularly through the Pennsylvania Department of Education's (PDE) established state process. If there is a change in the appointment of the Foster Care POC the LEA will email updated information to the Center for Schools and Communities to make changes in the state directory and will inform the ACCYF Education Point of Contact and the PDE Regional Coordinator within 10 business days.

Duties of the LEA Foster Care POC shall include but are not limited to the following:

- Participate in the Best Interest Determination (BID) process including providing information from school system partners.
- Facilitating dialogue within the school system with all relevant parties who have first-hand knowledge of the child's academics, special education needs and social/emotional strengths and concerns to participate fully in and inform the Best Interest Determination (BID).
- Ensuring that all data sharing requirements have been met and school documents have been shared with appropriate parties as allowable by the Family Education Rights and Privacy Act (FERPA).
- Documenting transportation plans for students in foster care and mediating between the school transportation system and ACCYF for the best and most economical mode of transportation available to meet the student's needs.
- Complete a Transportation Plan with ACCYF and, when needed, execute a contract with Allegheny County to receive reimbursement for transportation costs.
- Facilitating the school enrollment process that will ensure that the child in foster care is immediately enrolled in the new school (after the BID has been completed and it is

**ALLEGHENY INTERMEDIATE UNIT
COMPREHENSIVE SERVICES AGREEMENT – 2025-2026**

This Comprehensive Services Agreement (“Agreement”) is made this 1st day of July, 2025 (the “Effective Date”), by and between the ALLEGHENY INTERMEDIATE UNIT (“AIU”), and the PA Distance Learning Charter School (“District/School”) (collectively, “Parties”).

WHEREAS, the AIU is a regional education service agency that provides specialized services to Allegheny County’s 42 suburban school districts, five career and technical schools, charter schools and numerous other organizations throughout the area; and

WHEREAS, the District/School wishes to receive certain services from the AIU in exchange for agreed-upon fees; and

WHEREAS, this Agreement does not obligate the District/School to purchase any particular service from the AIU, but pertains to services that the District/School chooses to receive.

NOW, THEREFORE, for good and adequate consideration and with the intent to be legally bound, the Parties agree as follows.

1. **Scope.** The terms of this Agreement, while in effect, shall apply to the AIU’s provision of services to the District/School and shall be deemed to be incorporated into all of the Parties’ contemporaneous and subsequent agreements through which the AIU provides services and the District/School receives such services. To the extent the terms of this Agreement and those of a contemporaneous or subsequent agreement conflict, the terms of the other agreement shall control.

2. **Duration.** This Agreement shall commence as of the Effective Date and shall remain in effect through June 30, 2026, subject to prior termination in accordance with Paragraph 13 hereof.

3. **Services Guide; Pricing.** It is agreed that services provided by the AIU are rendered throughout the school year and that the AIU periodically invoices for fees for services provided to the District/School as outlined in the AIU’s 2025-2026 Services Guide (“Services Guide”). Fees for programs not listed in the Services Guide will be determined on a case-by-case basis, subject to approval of an addendum or other written agreement by the governing boards of the District/School and the AIU (each a “Services Addendum”). By executing this Agreement, the District/School explicitly acknowledges receipt of the Services Guide and expressly accepts the pricing schedule for all of the services listed therein.

4. **Invoicing; Payment.** By accepting the services provided by the AIU, the District/School agrees to pay for those services at the prices specified in the Services Guide no later than sixty (60) days from the invoice date. The AIU may apply a late payment charge of 1% per month on any unpaid balance more than sixty (60) days past due, retroactive to the invoice date.

The District/School will be invoiced in accordance with the Services Guide. It is agreed that the District/School will be invoiced for all programs and services provided and utilized by

Allegheny Intermediate Unit Comprehensive Services Agreement – 2025-2026

each student. Any delay in invoicing by the AIU will not affect the duty of the District/School to pay the invoice for the services received. The District/School agrees that a failure or delay in invoicing shall not constitute a waiver of the right of the AIU to be paid in full for services received by the District/School.

To ensure that the cost of services is properly allocated among districts, as well as the accuracy of each AIU invoice, the District/School understands and agrees that it is responsible to review all invoices when received; to audit the invoices to ensure that they accurately reflect the services received for each student identified; and to verify whether each student resided in the district being charged for services during that billing period.

The District/School agrees to pay the AIU the price for each program or service requested by the District/School as listed in the Services Guide. Further, in the event schools are closed on account of contagious disease, the destruction or damage of a school building by fire or other causes during the term of this Agreement, the District/School agrees to pay the AIU the greater of (1) an amount necessary to pay the salaries and fringe benefits of the teachers, as defined by the Public School Code, engaged by the AIU to provide services to the District/School as requested or (2) such amount required by the Public School Code, as it may be amended, or other applicable law.

5. **Special Education Services.** Any special education services requested by the District/School and provided by the AIU shall be governed by Addendum A: Special Education Services, attached hereto and incorporated herein by reference as though set forth in full.

6. **Compliance With Applicable Law.** The AIU shall ensure that its services comply with all requirements of Pennsylvania and federal law, to the extent such compliance does not depend upon the performance or actions of any other individual or entity beyond the control of the AIU. The AIU represents and warrants that it and its employees, agents or personnel providing services pursuant to the terms of this Agreement possess the skills, qualifications, experience, licenses and certifications necessary to perform adequately such services. The AIU shall comply with all federal and Pennsylvania laws regarding the confidentiality of educational records of District/School students, including but not limited to the Family Educational Rights and Privacy Act, [20 U.S.C. § 1232g](#), and its implementing regulations ([34 C.F.R. Part 99](#)) and [22 Pa. Code §§ 12.31-12.33](#). The District/School shall provide such action, assistance or cooperation as required to ensure that students receive services in compliance with state and federal law.

7. **Clearances.** With respect to all individuals providing services to the District/School on behalf of the AIU except those having no direct contact with children, the AIU shall ensure that such individuals provide to the AIU the following clearances in accordance with legal requirements:

- a. A Pennsylvania State Police report of criminal history record information as required by Act 34, [24 P.S. § 1-111\(b\)](#);
- b. A Federal criminal history record as required by Act 114, [24 P.S. § 1-111\(c.1\)](#); and
- c. A certification from the Pennsylvania Department of Human Services as to whether the individual is named as an alleged perpetrator or perpetrator of child abuse, as required by Act 151, [23 Pa. C.S. § 6344\(a.1\)](#), [\(b.2\)](#).

Allegheny Intermediate Unit Comprehensive Services Agreement – 2025-2026

Further, the AIU shall ensure that it and such individuals shall comply with the employment history review provisions of Act 168, [24 P.S. § 1-111.1](#), and the child abuse recognition and reporting training requirements of Act 126, [24 P.S. § 12-1205.6](#).

8. **Relationship of the Parties.** The Parties acknowledge that the AIU is an independent contractor of the District/School and that all individuals providing services under this Agreement are employees or independent contractors of the AIU and not of the District/School. Nothing contained in this Agreement will be deemed to create an employment, agency, joint venture or partnership relationship between the District/School and the AIU or any of their respective agents or employees, or any other legal arrangement that would impose liability upon one party for an act or a failure to act of the other party. Neither the District/School nor the AIU will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever without the other party's prior written consent.

9. **Liabilities.** Subject to any immunities provided by the Political Subdivision Tort Claims Act or other law, the Parties agree to indemnify, defend and hold harmless each other, their respective directors, officers, employees and agents, against all claims, damages, losses, or penalties that result from the acts or omissions of their own employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicles provided or used by such party. The Parties agree to indemnify, defend and hold harmless each other against all claims, damages, losses, or penalties resulting from any judicial, administrative or other determination that any staff member of one party hereto is an employee or agent of the other party hereto.

10. **No Third-Party Beneficiaries.** This Agreement is entered into for the sole benefit of the District/School and the AIU. No other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under or to this Agreement.

11. **Assignment.** Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned or delegated (whether by operation of law or otherwise) without the prior written consent of the other party.

12. **Force majeure.** The AIU will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion or generalized lack of availability of energy.

13. **Termination.** If the District/School intends to discontinue a service provided by AIU certificated staff, causing the District/School to assume responsibility for a transferred class or program, the District/School shall notify the AIU of its intent by March 31, 2026, so that the Parties may evaluate potential transfer-of-entities issues. Otherwise, either party may terminate this Agreement and any services provided hereunder upon at least 60 days' prior written notice to the other party, unless alternative termination requirements are stated in a Services Addendum. Individual services provided hereunder may be terminated with less than 60 days' notice if mandated by an Individualized Education Program ("IEP") or an order of a hearing officer, the Secretary of Education or a court of competent jurisdiction.

Allegheny Intermediate Unit Comprehensive Services Agreement – 2025-2026

14. **Governing Law; Venue.** This Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue for all purposes shall be in courts of competent jurisdiction sitting in Allegheny County, Pennsylvania.

15. **Interpretation.** In any proceeding of any type or kind in which this Agreement or its terms shall be reviewed, construed, or brought into issue in any manner, the Parties hereby agree that this Agreement shall be construed as if jointly prepared, written and typed by the Parties. It is agreed that the covenants of this Agreement are severable, and that if any word, phrase, clause(s), sentence(s), paragraph(s) shall be found unenforceable, the entire Agreement shall not fail but shall be construed and enforced without the severed language in accordance with the tenor of this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, even though both Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means. Each of the Parties agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by both Parties to the same extent as an original signature.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the AIU and the District/School concerning the programs and services to which it applies; supersedes all prior or contemporaneous agreements and understandings, written or oral, with respect to the subject matter hereof; and shall be modified only in a writing approved by the Parties' respective governing boards.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below, intending to be legally bound hereby.

ALLEGHENY INTERMEDIATE UNIT

Signed by:
By: Phil Little
7DC08193BF14462...
President, Board of Directors

Attest:

Signed by:
By: Kristine Minnick
7DC08193BF14462...
Secretary, Board of Directors
06/25/2025
Date: _____

DISTRICT/SCHOOL

By: [Signature]
President, Board of Directors

Attest:

By: [Signature]
Secretary, Board of Directors
Date: _____

**ALLEGHENY INTERMEDIATE UNIT
COMPREHENSIVE SERVICES AGREEMENT – 2025-2026**

**ADDENDUM A:
SPECIAL EDUCATION SERVICES**

1. **Services Provided.** For the 2025-2026 school year, the Allegheny Intermediate Unit (AIU) shall provide and operate, for the benefit of students assigned by the District/School, the special education services and programs delineated in the AIU Special Education Plan (“Plan”), as approved by the Department of Education, by furnishing the following:

- a. Professional and support staff, as required to implement the Plan in accordance with all applicable provisions of state and federal law;
- b. Administrative, supervisory and clerical staff as required to effectively and efficiently implement the Plan and this Agreement;
- c. Such supplies, equipment and other materials as necessary to implement the Plan and as mutually agreed upon by the Parties;
- d. Such classrooms and facilities as required to implement the Plan in accordance with state and federal law, to the extent the program or service is provided or operated upon premises not owned or leased by the District/School; and
- e. Any other personnel, facility, material or service mutually agreed upon by the Parties, subject to approval by their respective governing boards.

Services provided include but are not limited to those outlined in the Services Guide, such as Blind/Visually Impaired Services; Career Development Services; Deaf/Hard of Hearing Services; School-Based Educational Services at the AIU-operated Mon Valley, Pathfinder and Sunrise Schools; District-Based Classrooms; Speech/Language-Impaired Support; Pupil Personnel Services; and Occupational and Physical Therapy.

2. **Programs Provided on District/School Premises.** For special education programs and services provided by the AIU on premises owned or leased by the District/School, the District/School shall provide the following:

- a. Classroom and other space necessary for the provision of services;
- b. Assistance, cooperation and participation of District/School administrative, professional and support staff in the development and implementation of accommodations, supplementary aids and support services necessary to include, to the fullest extent appropriate, students assigned to special education programs in educational and extracurricular activities, regular education support, regular education instruction, and ancillary services, such as nursing, counseling, library,

Allegheny Intermediate Unit Comprehensive Services Agreement – 2025-2026

Addendum A: Special Education Services

physical education, food, custodial and maintenance services, as necessary to meet the needs of the students assigned to the program; and

- c. Any other personnel, facility, material or service mutually agreed upon by the Parties, subject to approval from their respective governing boards.

3. **Multidisciplinary Evaluation and IEP Development.**

- a. **For Students Receiving AIU Services on District Premises.** The District/School, in cooperation with the AIU, shall conduct student Multidisciplinary Evaluations (“MDEs”) and Re-evaluations (“RRs”) and develop Individualized Education Programs (“IEPs”) and revise those plans as necessary for exceptional and thought-to-be exceptional students of the District/School. The District/School will provide the AIU staff with an opportunity to participate in the development of RRs and IEPs.
- b. **For Students Receiving Services in AIU-Operated Schools.** The AIU, with cooperation and participation by the District/School, shall conduct student MDEs and RRs and develop IEPs and revision procedures for exceptional and thought-to-be exceptional students of the District/School. The District/School recognizes that it remains the Local Education Agency (“LEA”) for the student and is responsible for ensuring that the student’s IEP provides for a free appropriate public education (“FAPE”). Therefore, the District/School will participate in the development of MDEs, RRs and IEPs that outline specially designed instruction, accommodations and supplementary aids and services for students.
- c. **For All Students Receiving AIU Services.** Specially designed instruction, accommodations, supplementary aids and services required by any IEP or any order of a hearing officer, appeals panel, the Secretary of Education or court and beyond the scope of the programs and services enumerated in the Plan shall be provided as mutually agreed upon by the Parties, subject to approval by their respective governing boards. In such instances, the AIU administration will work with the District/School, which in all circumstances remains the LEA, in identifying the appropriate service. The District/School agrees that the AIU shall not be liable to the District/School on account of a hearing officer’s or court’s determination that an IEP does not provide FAPE. The District/School understands, accepts and acknowledges that the contractual relationship between the AIU and the District/School does not place any duties that are borne by the LEA onto the AIU, which is a contracted service provider.

4. **Nature of Relationship.** Regardless of the location of services received by District/School students, whether on District/School premises or at an AIU-operated school, the District/School acknowledges and agrees that the AIU does not have authority or responsibility as an LEA, as that duty and authority rests solely with the District/School where the student is enrolled. Any liability that may arise as a result of failure to provide due process or FAPE rests

Allegheny Intermediate Unit Comprehensive Services Agreement – 2025-2026

Addendum A: Special Education Services

solely with the District/School. The AIU has the right to accept or reject students enrolled at a District/School who are referred for placement at an AIU-operated school.

5. **Tuition; Fees for Speech, Hearing and Vision Services.** Tuition for the AIU-Operated Special Education Schools and fees for speech, hearing and vision services will be invoiced and paid in installments according to the schedule below:

Invoice Date	Services Billed: School Tuition and Fees for Speech, Hearing and Vision	Based on Data* As Of
September 15, 2025	Services anticipated for August through October	September 1, 2025
November 17, 2025	Services anticipated for November through December, <i>plus adjustments relative to September billing</i>	November 1, 2025
January 15, 2026	Services anticipated for January through February, <i>plus adjustments relative to November billing</i>	January 1, 2026
March 16, 2026	Services anticipated for March through April, <i>plus adjustments relative to January billing</i>	March 1, 2026
May 15, 2026	Services anticipated for May through June, <i>plus adjustments relative to March billing</i>	May 1, 2026
June 16, 2026	Final invoice reconciling payments with the actual final 2025-2026 special education database, verified in June; may result in a credit to the District/School or payment due to the AIU, exclusive of the special education school reconciliation.	June 2026

* Refers to student information in the AIU special education database.

NOTE: Services requested by the District/School after the review of the special education database as of September may result in additional invoices.

[Continued on next page]

Allegheny Intermediate Unit Comprehensive Services Agreement – 2025-2026
Addendum A: Special Education Services

6. **Reconciliation for AIU-Operated Special Education Schools.** Because of the fluctuating nature of student enrollment at the AIU-operated special education schools, it is agreed that the overall operating cost for each school will be continuously monitored to determine whether revenue and expenses are in alignment with budgeted projections. The parties agree that at the conclusion of the 2025-2026 school year, the AIU will perform a reconciliation of its special education school revenues and expenses for the entire school year. If the AIU revenues from the school programs provided under this Agreement exceed the expenses incurred in providing such services, the District/School will receive a pro-rata credit; if the AIU’s expenses incurred in its school programs exceed the revenues received by the AIU, the District/School will be responsible for and pay to the AIU a pro-rata share of the excess expenses. The reconciliation process will be conducted as follows:

AIU-Operated Special Education School Review and Reconciliation	
Date	
August 17, 2026	Final reconciliation of revenues and expenses for the entire school year will be completed and issued to the District/School. This may result in a credit to the District/School or payment due the AIU
September 1, 2026	District/School payment to the AIU for the pro-rata share of excess expenses, and/or ...
January 31, 2027	AIU credit issued to the District/School for the pro-rata share of excess revenues

Any District/School due to receive a reconciliation credit and having open balances payable to the AIU greater than 60 days past due will have the credit applied to open balances or withheld until payment is received, as appropriate.

determined to be appropriate), attending at the appropriate grade level, and receiving the supports necessary to be successful.

- Initiating the agreed upon dispute resolution process (defined later in this document) when the decision made during the BID process or additional costs for transportation are not agreed upon by ACCYF and the schools, including contacting the regional foster care point of contact at the IU.
- Training LEA staff on the urgent educational needs of children and youth in foster care as well as advising and troubleshooting on a case-by-case basis, as needed.

ACCYF Education Stability Team Responsibilities:

- Gathering relevant information regarding BID (see section below titled Best Interest School Placement Determination) from all child welfare stakeholders including but not limited to the parent, parent's attorney, child (when appropriate), child's attorney, placement provider, education decision maker, education liaison, and other relevant parties who have first-hand knowledge of the child's needs inside and outside of the academic setting.
- Ensuring that all parties on the child welfare team participate in the BID process and provide their perspective on decisions that influence the child's academic success and school stability.
- Facilitating the BID process with all parties in the child welfare team, and including both the LEA point of contact in the district of foster care residence, and the LEA point of contact in the school of origin.
- Initiating the agreed upon dispute resolution process (defined later in this document) when the decision made during the BID process or additional costs for transportation cannot be agreed upon.
- Training child welfare staff, placement provider staff, and legal parties on urgent educational needs of young people in foster care as well as advising and troubleshooting on a case-by-case basis, when necessary.
- ACCYF agrees to appoint an Education Point of Contact. The name and contact information for this person will be made available to all LEAs. The duties of the ACCYF Education Point of Contact shall include but are not limited to the following:
 - Supporting ACCYF in the discussion about best interest school placement decisions and school transportation plans for students in foster care.
 - Facilitating discussions between the LEA and parties in the child welfare system on issues such as low-cost appropriate transportation modes and best interest determinations to meet the student's needs.
 - When an agreement cannot be reached, leading the agreed upon dispute resolution process with the LEAs and ACCYF.
 - Ensuring all data sharing requirements have been met and school documents have been shared with appropriate parties as allowable by The Federal Educational Rights and Privacy Act (FERPA).

Data Sharing

The LEA and ACCYF will facilitate data sharing between both systems on behalf of children in foster care that is consistent with the FERPA, Individuals with Disabilities Act (IDEA) and other privacy protocols. Both parties agree to maintain confidentiality of information regarding children and families being served, in accordance with FERPA, and all other State and Federal laws and regulations regarding confidentiality.

The LEA will share the following with ACCYF:

- Directory level data on all students in the school district at least once per school year.
- Annual graduation information for students in foster care.
- Name and contact information for the technology lead in the school district who will serve as a point of contact for all data sharing conversations.
- Student level educational information including transcripts, academic records, credits accrued, schedule, special education assessments and plans, 504 plan provisions (accommodations in school due to a child's disability), discipline records and attendance records as needed for a particular student.

Information will be shared between the LEA and ACCYF through a secure File Transfer Protocol (FTP). LEA shall obtain access by contacting the Manager of Education Analytics in the Department of Human Services, Office of Analytics, Technology and Planning for additional information.

ACCYF will share the following with the LEA:

- Upon receipt of FERPA allowable directory level data, ACCYF will share the names of all students in foster care that are enrolled in the district.
- Once the BID has been resolved (see section below titled Best Interest School Placement Determination), ideally within three business days of entrance into the foster care system, and with each change of residence while in foster care, the ACCYF Education Stability Team will share a placement letter with the school where the child is enrolled. The placement letter will include the following student level information on a case-by-case basis:
 - Name of student in care
 - Student's date of birth
 - ACCYF caseworker's and casework supervisor's name and contact information
 - Parents' names and contact information
 - Verification if foster parent receives subsidy for the child (yes or no)
 - Placement provider's name and contact information
 - Name and contact information of child's caretaker
 - Name and contact information of Educational Decision Maker, as it is known
 - Any relevant safety concerns including the possibility of parents visiting the school or attempting contact with the child during school hours
 - Any other pertinent information

Best Interest School Placement Determination (BID)

When a student is placed in foster care or changes residences while in foster care, the ACCYF Education Stability Team will initiate and facilitate a BID process. This process will be initiated via email. At any time, any team member may request a virtual meeting to the initiator of the BID and one will be scheduled by the initiator. Until the BID discussion has happened, and a decision is made, the student will remain enrolled and attending in the school of origin (SOO). If transportation challenges are incurred initially, the child will not be marked with unexcused absences. All efforts will be made by both ACCYF and the (SOO) to ensure that the child attends school during this timeframe.

Though the specific factors may vary depending on context, in order to make a holistic and well-informed BID, a variety of student-centered factors shall be considered, including but not limited to:

- The student's attachment to the school, including meaningful relationships with staff and peers.
- School attended by the student's sibling(s).
- Influence of the school climate on the student, including safety and well-being.
- The availability and quality of the services in the school to meet the student's educational and socioemotional needs.
- History of school transfers and how they have impacted the student.
- How the length of the commute would impact the student, especially considering the student's developmental stage.
- Whether the student is identified as falling under IDEA (Individuals with Disabilities Act), receiving special education and related services/aids, or a student with a disability under Section 504 and the IDEA who is receiving special education or related services/aids and, if so, the availability of those required services in a school other than the school of origin.
- Whether the student is an English language learner and is receiving language services, and if so, the availability of those required services in a school other than the school of origin consistent with Title VI and the Equal Education Opportunities Act (EEOA).
- Student's preference.
- Preference of the student's parent, student's attorney, child's placement provider, child's caregiver, and the student's education decision maker(s).

Transportation costs and any cost associated with payment to a charter school or approved private school should not be considered when determining a child's best interest in school placement.

LEA Responsibilities:

The LEA Foster Care POC in the SOO and the school district of foster care residence will participate in the BID process with all relevant parties within the school system and will document the BID as they see fit.

ACCYF Responsibilities:

Responsibility for the BID ultimately lies with the ACCYF Education Stability Team along with input from all child welfare and education stakeholders (subject to ultimate court oversight). ACCYF will consider all opinions and information provided by the LEA. Because the child welfare team will have a full understanding of all factors in the child's life both inside and outside of the school buildings, the ultimate decision whether the child will remain in their SOO or enroll in a new school district lies with ACCYF. However, discussions will be had on the best interest of the child with input from the LEA and other stakeholders. An attempt will be made to reach a decision together. Discussions will be had on the best interest of the child with input from all stakeholders, and come to a decision together with the LEA, ACCYF, and other stakeholders.

See additional other dispute resolution information referenced below under Dispute Resolution Process.

Role of the Court

Presiding judges may require parties to conduct or revisit a BID if the court determines that one is needed.

Presiding judges may make a decision to overrule the BID decision, or to change who holds education decision making (EDM) authority.

Presiding judges, in certain circumstances, may make a ruling stating that a student is to attend a specific school prior to a BID discussion. Should there be an extreme extenuating circumstance, the ACCYF Education Stability Team may suggest the student's attorney, ACCYF, or another child welfare party file a motion asking the judge for a reconsideration.

School Enrollment

The LEA and ACCYF acknowledge that there will be times when children must change educational placements because of a child welfare placement. This decision should only be made using the BID process.

LEA Responsibilities:

- Agrees to immediately enroll children in foster care placements within their district only after a BID has been completed. Enrollment will not be delayed due to lack of documentation including previous school records, proof of residency, proof of birth, and immunization records.
- The school district of foster care residence agrees to communicate with the SOO within 3 business days to obtain information in order to appropriately place the student in classes, pending receipt of records.

ACCYF Responsibilities:

- ACCYF will work with the enrolling LEA to supplement the exchange of educational records if there are any relevant files in the child welfare record. Child welfare will also produce a copy of immunization records and/or birth certificates (they may not be the original copies) if they are in the record.

Dispute Resolution Process

Should there be a dispute in the BID, the LEA will consult the Pennsylvania Department of Education Regional Coordinator at the Allegheny Intermediate Unit and ACCYF will consult the ACCYF Education Point of Contact. The Pennsylvania Department of Education Regional Coordinator and the ACCYF Education Point of Contact will discuss all relevant information and joint decision will be issued. In the case of a further dispute, the Regional Point of Contact at the PDE IU and ACCYF Education Point of Contact will seek further assistance from representatives from the state agencies within PA Department of Human Services, Office of Children Youth and Families and the PDE.

During the BID process and the dispute resolution process, students should remain enrolled and attending their school of origin until a resolution is reached.

If there is a dispute among someone who is party to the case (such as the parent, education decision maker, or caseworker), the ACCYF Education Stability Team will suggest that the child's attorney, parent's attorney, or ACCYF file a motion for a judge to decide where the student should attend school. ACCYF should present the information obtained through the BID discussion to the presiding Judge. ACCYF strives to encourage parents/legal guardians to have a voice and for ACCYF to not make unilateral decisions, especially when they maintain education decision making rights. In cases where the parents/legal guardian retain Education Decision Making rights, this practice allows for the parents/legal guardian, ACCYF, and any other child welfare parties to present their case and reasoning to the person presiding over the case. Presiding judges may make a decision to overrule the BID decision, or to change who holds education decision making (EDM) authority.

**Acknowledgement of Receipt of Notice of Responsibilities of LEA and ACCYF under
ESSA: Education Stability Plan-Best Interest Determination (BID) Process**

Date: 2-23-24

Please check the following:

- ☒ LEA acknowledges receipt of this notice of Responsibilities of LEA and ACCYF under ESSA
- ☒ LEA has completed the Transportation Plan with ACCYF

Lead Education Agency: PA Distance Learning Charter School

Signature of LEA Representative: Michael Leitera

Printed Name of LEA Representative: Michael Leitera - CEO

*Please forward a copy of this signature page and the completed Transportation Plan to:
CYEdStabTeam@alleghenycounty.us within three business days. Please retain the originals of
these documents for your records.*

Erin Reznik

RECEIVED

By Erin Reznik at 11:25 am, Feb 27, 2024

MEMORANDUM OF UNDERSTANDING

BETWEEN

Franklin Park Police Department
(Law Enforcement Authority)

and

PA Distance Learning Charter School
(School Entity)

July 1, 2025
(Date)

I. Introduction

A. Parties

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

Franklin Park Police Department

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

PA Distance Learning Charter School

- B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any school 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.

Transportation Plan

This plan is between:

Name LEA PA Distance Learning Charter School

Name CCYA Allegheny County Children, Youth and Families (ACCYF)

Transportation Procedures To Ensure Educational Stability of Youth in Foster Care — Every Student Succeeds Act (ESSA) Requirements

To address transportation for youth in foster care in a cost-effective way, the local education agency (LEA) and the county children and youth agency (CCYA) must establish formal, written protocols and procedures to ensure that youth in foster care can remain in their school of origin whenever possible. In order to do so, the CCYA must regularly identify and inform the LEA of all youth in foster care enrolled in the LEA.

The local transportation plan must be collaboratively designed between the LEA and the CCYA to appropriately reflect the unique local context in which it is in effect. It is recommended that LEAs and CCYAs consider previous scenarios when designing the joint transportation plan to limit educational disruption for youth in foster care as transportation related events occur.

Considerations

LEAs should consider developing transportation plans with other LEAs or CCYAs, both in state and out-of-state, with which they frequently interact regarding youth in foster care; these specific relationships should be defined in the local transportation plan.

If students in foster care are sent to Intermediate Units (IUs) to attend programs at their facilities, the LEA should inform the IUs and the same accommodations must be provided for these students. IUs providing transportation for youth in foster care enrolled in the LEA must be considered in the development and design of the local transportation plan between the LEA and the CCYA, and plans should reference transportation procedures for these students.

If you require extra space to describe your transportation plan, please attach an additional document.

Part 1: LEA and CCYA Representatives Involved in Designing/Establishing the Local Transportation Plan

Name LEA Representative	Position Title
Michael Leitera	CEO
Dean Pappaterra	CCO

Name CCYA Representative	Position Title
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Part 2: Addressing Transportation Assurances To Ensure Educational Stability

Please describe, in detail, your collaboratively designed transportation procedures governing how transportation to maintain children in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care (ESEA 1112(c)(5)(B)). The purpose of establishing uniform local transportation procedures is to ensure that every foster care student receives a consistent, fair assessment.

A) Providing Transportation

Describe the detailed the step-by-step procedure the LEA and CCYA will follow to promptly **provide** transportation for youth in foster care.

CCYA: Allegheny County Children, Youth and Families (hereafter known as ACCYF) will do everything possible to accommodate transportation for the first 15 business days of placement if the child is attending a school outside the school district of residence.

LEA: When a school of origin is notified of a student in out of home care through a BID email sent by ACCYF, the school of origin will begin looking for transportation options for the student from the placement address listed in the email to the student's current school.

If the BID decision is for the student to enroll in the school district of the foster care residence, that school will assume the role of LEA and will transport in accordance with the established processes as they would for any student living in their district.

B) Arranging Transportation

Describe the detailed step-by-step procedure the LEA and CCYA will follow to promptly **arrange** transportation for youth in foster care.

CCYA: ACCYF will work diligently to assure the school is aware of interim transportation arrangements.

LEA: The LEA will notify ACCYF Education Stability Team when transportation has been obtained. Transportation should not begin until ACCYF Education Stability Team has approved the method and cost of transportation if ACCYF will be invoiced for the cost. Once approved, the LEA will provide ACCYF Education Stability Team and the caregiver(s) with transportation details. If ACCYF denies the cost and/or method, the LEA will continue to explore other transportation options while ACCYF continues to make efforts to provide transportation.

C) Funding Transportation

Describe the detailed step-by-step procedure the LEA and CCYA will follow to ensure transportation is **funded** in a cost-effective manner and in accordance with Section 475 (4) (A) of the Social Security Act. (ED/HHS Joint Guidance, p.17, question 26; Transportation Plan Guide, Part B)

CCYA: ACCYF may use Title IVE funds to assist with excess transportation costs if funds exist after covering mandated responsibilities. ACCYF will inform the LEA of this option.

LEA: The LEA will use Title 1, Part A of the Elementary and Secondary Education Act, funds to assist with excess transportation costs if funds exist after covering mandated responsibilities (such as transportation for student experiencing homelessness). The LEA will inform ACCYF of this option.

Part 3: Addressing Additional Costs

As part of developing and implementing transportation procedures, the LEA and CCYA must address any additional costs incurred in providing transportation to maintain children in foster care. Given the emphasis on shared agency responsibility, the LEA and the CCYA should make every possible effort to reach agreement regarding how transportation should be funded if there are additional costs. (ED/HHS Joint Guidance, pp.17-19, questions 22, 27, 28, 29; Transportation Plan Guide, Part B)

LEAs, including the school district of origin and the school district of foster residence, as well as the placing CCYA, may also agree to paying for or sharing in the costs in providing transportation to the school of origin. LEAs may include these scenarios in their plans as a method to address additional costs.

Complete the relevant fields to address additional transportation costs if they are incurred in providing transportation to the school of origin.

The LEA will provide such transportation if:

- A) The CCYA agrees to reimburse LEA for additional transportation costs.** Describe the circumstances and procedures.

ACCYF will reimburse for costs incurred by the LEA if the student is living outside the district bounds. This cost should not include the base that the school would pay should the youth be residing within the district bounds.

ACCYF will not reimburse if the student is living within the district bounds unless there is an additional cost due to the child living outside the feeder pattern.

- B) The LEA agrees to pay for the additional transportation costs.** Describe the circumstances and procedures.

LEA will provide transportation at no cost to ACCYF if the youth has an Individual Education Plan (IEP) that includes transportation. If the LEA can offer an existing means of transportation at no additional cost, the district will provide transportation and ACCYF will not be charged. The LEA will work with the district of residency and surrounding districts to identify potential existing routes that would allow for transportation at no additional cost. LEA will provide for public transportation costs if it is agreed this is a suitable solution for a student. LEA will provide reimbursement to supports if it is agreed this is a suitable transportation solution. Supports will provide LEA with appropriate documentation to seek reimbursement.

- C) The LEA and CCYA agree to share the additional transportation costs.** Describe the circumstances and procedures.

LEA and ACCYF may agree to split the cost of transportation. LEA will only bill ACCYF for the cost of transportation above what it would typically cost the LEA to transport the student.

- D) Other arrangements to address additional transportation costs are established.** Describe the circumstances and procedures.

The LEA must enter into a formal county contract with Allegheny County for a reimbursement to be processed. The LEA will invoice ACCYF each month by the 5th working day of the month following the month of service.

The Education Stability Team at ACCYF must approve of the mode and cost of the transportation prior to the transportation beginning. This should be done via email.

Part 4: Considering Low-Cost or No-Cost Transportation Options for Youth in Foster Care

On a case-by-case student basis, additional low-cost or no-cost options for transportation of students in foster care should be explored. Please carefully review the following no-cost or low-cost options for transportation and indicate with a check mark if the LEA and the CCYA agree to explore these transportation funding options on a case-by-case basis.

Options	LEA	CCYA
The child may be dropped off at a school bus stop near the existing transportation system for the school of origin. Communication between the current and new school districts is critical.	☒	☒
Public transportation options exist, if the child is of an appropriate age and has or is able to acquire the skills to utilize such options.	☒	☒
Foster parents or other family members are willing and able to transport the child to school.	☒	☒
The child is already eligible for transportation covered by other programs. For example, IDEA funds may be used to pay for transportation services if the child's IEP team determines transportation is a related service that is required for a child with disabilities in foster care to receive FAPE.	☒	☒
There are pre-existing bus routes or stops close to the new foster care placement that cross district boundaries, such as bus routes for magnet schools and transportation for homeless students as required by the McKinney-Vento Act.	☒	☒
The school district of residence, school district of origin and placing CCYA may be willing to share transportation costs.	☒	☒

Describe any additional low-cost or no-cost options for transportation of students in foster care that may be unique to your local context.

The existing or available bus route of a neighboring district or the district of foster care residence. Specialized transportation offered to other students can be accessed (career or technical school transportation, charter school transportation, special education transportation, alternative education transportation).

A taxi, Z-Trip, or other cab company may be used as a potential resource only if it is a well-vetted organization where drivers all have proper clearances and background checks.

Public transportation can be considered for students in grades 9-12 if developmentally appropriate and there are no safety concerns.

Part 5: Local Transportation Dispute Resolution Process Between LEA and CCYA

Local transportation plans/procedures include a dispute resolution process to address how the transportation requirement will be met if parties cannot come to an agreement. LEAs must ensure that a child in foster care remains in their school of origin while any disputes regarding transportation costs are being resolved. (ESEA 1111(g)(1)(E)(i) and 1112(c)(5)(B)(i))

Describe your local transportation dispute resolution process.

Should there be a dispute in the Transportation Planning, the LEA will consult the Pennsylvania Department of Education (PDE) Foster Care Regional Coordinator at the Allegheny Intermediate Unit and ACCYF will consult the CYF Education Point of Contact. The PDE Foster Care Regional Coordinator and the CYF Education Point of Contact will discuss all relevant information and a joint decision will be issued.

In the case of a further dispute, all parties will follow the uniform statewide Inter-Agency Transportation Dispute Resolution Process.

Part 6: Updates and Revisions

Updates and revisions to this local transportation plan should be made as needed; any updates or revisions must be submitted to the Pennsylvania Department of Education. Best practice recommends that an updated plan be submitted every three years, as contractual updates follow this timeline.

LEA PA Distance Learning Charter School

and CCYA Allegheny County Children, Youth and Families (ACCYF)

agree to update or revise this local transportation plan as needed or every three years to coincide with the contractual timelines.

Part 7: Signature

This transportation plan has been reviewed and approved by the representatives of both agencies.

Name LEA PA Distance Learning Charter School

Address 2605 Nicholson Road

City Sewickley, PA

State PA Zip 15143

Name LEA Rep Michael Leitera

Title CEO

Signature



Date

2-23-24

Name CCYA Allegheny County Children, Youth and Families (ACCYF)

Address 1 Smithfield St.

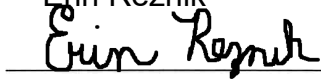
City Pittsburgh

State PA Zip 15222

Name CCYA Rep Erin Reznik

Title Education Stability Supervisor

Signature



Date

2/27/2024

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. § 9101 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 1303-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 “[a]ny 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 or 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, nunchuck 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 this Memorandum, the terms “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 students 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 programs, 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.

B. 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 act to 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 B and 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)]

No physical students at location.

- 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 IIB 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.

B. 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.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB 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 IIB.

C. Scope of School Entity's Involvement

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

4. Suspects and Custodial Interrogation

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

5. Conflicts of Interest

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. 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 Safe2Say Something reporting 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 indicate any discrepancies between the report and police incident data.

- 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 or b, the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause a or b.
- 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]

Law Enforcement Agency and School Entity will meet to review discrepancies and determine how the incident(s) should be reported. School Entity will make any required changes and resubmit the annual report to the police department.

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.
- C. If changes in state or federal law require changes to this 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.



Signatures Page

Dr. Michael Leitera, Chief Administrative Officer

PA Distance Learning Charter School
(School Entity)

Kelly Crooks, Building Principal / Chief Academic Officer

PA Distance Learning Charter School
(Building Principal)

Aron Leach, Chief Law Enforcement Authority

Franklin Park Police Department
(Law Enforcement Authority)



To: ESL District Liaisons

From: Dr. Kelly A. Noyes
Program Director of Educational Support Services Jill Santa
Title III Supervisor

Date: May 9, 2025

Subject: Memorandum of Understanding

The 2025-2026 AIU Title III Consortium agreed upon grant initiatives based on the planning meeting held at the Allegheny Intermediate Unit on May 9, 2025:

- A series of professional development opportunities targeting specific areas surrounding EL needs. The series of professional development opportunities will include all stakeholders and will vary in theme, scope, and audience. Expenses may include the cost of speakers and their travel, food costs where applicable, copies and supplies, associated materials such as books and workbooks, as well as up to \$150 of reimbursement for substitute teacher costs to allow district staff to attend Title III professional development. This is limited to one reimbursement per district per professional development session. An invoice from the district will be required.
- Reimbursement of 40% of the district allocation up to \$4,000 and for districts with an allocation of \$20,000 or more, a reimbursement up to \$6,000 will be available to provide summer programming, after-school remediation, tutoring (in person or remotely), parent outreach, data collection, curriculum development, technology, educational field experiences, or other supplemental support to the English Learners in the district. Reimbursement will be provided once the member provides the AIU with proof that the allocation has been spent and supplements the education of ELs. This is to be recorded on a reimbursement request form provided by the Consortium Lead.
- The consortium will continue to provide selected supplies, materials, technology, resources, and appropriate training.
- Quarterly Technical Training Sessions for ESL Liaisons/Administrators.
- A Program Coordinator will offer optional half or full day site visits and professional development for individual and district staff initiatives including, but not limited to: MTSS and EL's, program review, compliance, content area teacher resources and preparation, ELD Standards, and any other specific district needs relative to ELs. Visits may be on site or virtual.
- The opportunity to attend a national conference, educational training and/or provide in-district professional development (in- person or virtual) with the consortium providing reimbursement up to \$1,500 for LEAs with under \$10,000 allocation and \$3,000 for those with over \$10,000

MEMORANDUM OF AGREEMENT DUAL ENROLLMENT PROGRAMS

This MEMORANDUM OF AGREEMENT (hereinafter “Agreement”) is made and entered into by and between the Community College of Allegheny County, with a principal business office located at 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233 (hereinafter referred to as “CCAC” or “the College”), and the school district, career and technical center, or non-profit community based organization with an educational mission identified on the signature page below (hereinafter referred to as the “School”). The effective date of this Agreement is August 1, 2023.

WHEREAS, CCAC is able to make courses available to secondary schools and other educational organizations and their students; and

WHEREAS, School desires to make CCAC’s courses available to its students on the terms set forth in this Agreement.

NOW, THEREFORE, in exchange for the promises and mutual covenants set forth herein, and intending to be legally bound, CCAC and School agree as follows:

1. CCAC Dual Enrollment.

CCAC will make courses available to the School’s students.

A. In order to be eligible to enroll in a course, School’s students must:

- (1) Have their parents or legal guardians sign the CCAC application forms and related enrollment documents available on-line; and
- (2) Meet all pre-requisites, placement and admission requirements established by CCAC for the course.

B. Credit hours and grades earned by School’s students will become part of the enrolled student’s official academic record at CCAC, and will be recognized in the same manner and to the same extent as credits earned by other students enrolled at CCAC. Although CCAC maintains articulation agreements with a number of four-year, degree-granting colleges and universities, CCAC cannot guarantee that credits earned at CCAC will be accepted for transfer by all colleges, universities or institutions.

2. General Duties and Responsibilities of the School.

A. Identify students for potential enrollment in CCAC Courses and direct and assist such students to complete CCAC’s on-line Application for Admission and applicable registration forms.

- B. Work cooperatively with CCAC to provide interested students with information regarding the transferability of credits earned at CCAC, and how to obtain confirmation of transferability from the specific institutions in which the student has interest.
- C. Permit credit hours earned by students at CCAC to be counted towards the School's graduation requirements and/or other appropriate designations.

3. General Duties and Responsibilities of CCAC.

- A. Register School students who complete CCAC's on-line Application for Admission and registration processes for CCAC Courses.
- B. Provide enrolled students with access to services generally available to other CCAC students, including a CCAC student identification card and access to and usage of CCAC's academic support services and Student Life sponsored programs.
- C. Provide student progress reports in the manner and form agreed upon by CCAC and the School.
- D. Provide enrolled students with a grade for each course completed and maintain such grade as part of the student's official CCAC academic record.
- E. Provide official CCAC transcripts, upon a student's request and payment of the applicable fee, to other colleges and universities. CCAC charges a \$5.00 fee for official transcripts. The CCAC Community Class Reimbursement process may be followed for reimbursement of this cost.
- F. Verify and confirm to the School that CCAC employees have obtained all criminal record and child abuse clearances required under applicable law, including as required by the Pennsylvania Child Protective Services Law, 23PA. C.S.A. § 5344(a.1)(2), and that all individuals assigned to such classes are not precluded from serving in such assignment under applicable law based on the results of such background checks and clearances.

4. Primary Contacts for Dual Enrollment.

Primary contacts for each of the parties hereunder are as follows:

For CCAC

Vice President for Enrollment Services
Community College of Allegheny County
808 Ridge Avenue

Pittsburgh, PA 15212

For School

PA Distance Learning Charter School

2605 Nicholson Rd, Suite 4100

Sewickley, PA 15143

Unless otherwise designated in writing between the parties as provided herein, the parties' designated primary contacts shall also be designated to receive notices required by this Agreement, which will be deemed given when sent by registered or certified mail, postage prepaid and return receipt requested, to the addresses set forth above.

5. Tuition and Fees.

- A. CCAC will invoice and bill enrolled students directly for all tuition and fees due hereunder unless an executed third-party sponsorship agreement (attached) is in place prior to the tuition due date for the semester. For the DocuSign version of the Third-Party Sponsorship Agreement Form, see this link: <https://www.ccac.edu/cost-and-aid/tuition-and-cost.php#third-party-sponsorship>
- B. Withdrawals and tuition refunds will be subject to and governed by CCAC's established policies and procedures. The School will reasonably assist CCAC to distribute and provide notice to students regarding CCAC's withdrawal and refund policies and procedures.

6. Term; Termination.

This Agreement will commence as of the date executed by each of the parties and will continue until terminated as provided herein. Either party may terminate this Agreement at any time, with or without cause, upon forty-five (45) days written notice to the other party; provided, however, that such termination will not take effect until after any DE Courses that are already in progress have been completed.

- A. CCAC reserves the right to cancel any individual course or class section in the event of low or inadequate enrollment, provided that such determination is made prior to the first scheduled meeting date for the course or section.

7. Relationship of the Parties.

The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary, employment or other relationship is created by this Agreement or shall be deemed or construed to exist by reason thereof. Neither party shall have the authority to contract for or bind the other in any manner, other than as may be strictly delineated within this Agreement.

8. Compliance with Laws.

Each party represents and warrants to the other that it shall at all times comply with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with its performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and all federal, state and local laws prohibiting discrimination in connection with the provision of educational programs and services.

9. Indemnification and Hold Harmless.

Subject to and with full reservation of any immunities and/or limitation of liability afforded by applicable law, each party agrees to defend, indemnify and hold harmless the other from and against any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement, but only to the extent caused by the negligent acts or omissions of the party from whom indemnification is sought hereunder. To the fullest extent permitted by law, each party, for itself, its agents and employees, expressly waives any and all immunity or damage limitation provisions available under any workers compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or caselaw otherwise would bar or limit the amount recoverable by the other party, or its agents and employees, under this indemnity provision.

10. Damages; Force Majeure.

Neither party shall be liable to the other for any consequential, special or incidental damages arising out of a breach of or failure to perform this Agreement. Neither party shall be liable for delay in performance of any obligation under this Agreement to the extent caused by any act of God, act of governmental authority, failure of transportation facilities, strikes or work stoppages, fires, floods, riots, acts of war or terrorism, or any similar extreme causes beyond the reasonable control of such party.

11. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the substantive law of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.

12. Entire Agreement; Non-Assignment.

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written understandings, agreements or promises between the parties with respect thereto. Neither party may assign, subcontract, or sublet this Agreement or its performance hereunder, in whole or in

part, without the prior written consent of the other party. In the event of any conflict between the terms of this Agreement and any exhibit or attachment incorporated herein, the terms of this Agreement shall govern. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. **This Agreement supersedes any and all other Dual Enrollment agreements between the parties.**

13. Modification; Counterparts.

This Agreement may not be amended, revised or modified except in a writing duly executed by each of the parties hereto.

[The remainder of this page is intentionally left blank. The signature page follows].

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date written below.

SCHOOL DISTRICT/SCHOOL NAME: PA Distance Learning Charter School

SUPERINTENDENT OR PRINCIPAL: Dr. Michael Leitera

SIGNATURE OF AUTHORIZED OFFICIAL: Michael Leitera

DATE: 4-26-24

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

COLLEGE PRESIDENT OR DESIGNEE: Interim Chief Academic Officer

SIGNATURE: Stephen H Wells

DATE: 4/30/2024

allocation. This reimbursement may also be applied toward a class in addition to training or a conference.

- One Student Event Day for secondary ESL students. Bus transportation and costs for substitute coverage for the day will be reimbursed for participating school districts after providing an invoice.(Actual cost up to \$150.00 for subs and \$500.00 for bus transportation)

In addition to the above stated initiatives, each member of the Consortium as a recipient of Title III funds agrees to maintain compliance in each of the following areas:

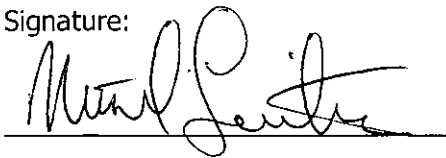
- Following the procedures* for the proper identification of English Learners.
- Following procedures* for parental notification of program placement.
- Following procedures* for consultation with non-public schools, identification of non-public school ELs, reporting of non-pub school students, and providing supplemental support to non-public entities as defined within Title III.
- Administering annual ELD Assessment as defined by Pennsylvania Department of Education.
- Continuing to monitor the ESL Program for continuous improvement including the review of appropriate data.
- Maintaining records and complying with all requirements under ESSA as per the Pennsylvania Department of Education.
- Ensuring equity of educational quality and equitable resources for the LEA's ELs.
- Active participation by all Consortium members is important to the overall success of the Consortium and the attainment of performance goals.

*Procedures refer to the requirements set forth by the Pennsylvania Department of Education

The PA Distance Learning Charter School District is in agreement with the aforementioned initiatives.

The _____ School District is NOT in agreement with the aforementioned initiatives and declines participation in the Title III AIU Consortium.

Signature:



Date:

6/12/2025

Print Name:

Dr. Michael Leitera



**Agreement between
COMMUNITY COLLEGE OF PHILADELPHIA
On behalf of the Division of Strategic Initiatives and Community Engagement
And
Pennsylvania Distance Learning Charter School**

This Agreement between Pennsylvania Distance Learning Charter School a PA virtual charter school (hereby referred to as “School”), located at 2605 Nicholson Rd Suite 4100, Sewickley, PA 15143 and Community College of Philadelphia (hereby referred to as “the College”), a public institution of higher education, located at 1700 Spring Garden Street, Philadelphia, PA 19130 (“College”) on behalf of the College’s Division of Strategic Initiatives and Community Engagement is entered on this 1st day of July, 2023.

Whereas, pursuant to Section 1525 of the Pennsylvania Public School Code of 1949, as amended July 8, 2022, school entities, as defined therein, must enter into agreements with institutions of higher education approved to operate in the Commonwealth of Pennsylvania to permit the school entity’s students to attend the institution of higher education while enrolled in the school entity;

Whereas, Community College of Philadelphia is an institution of higher education approved to operate in the Commonwealth of Pennsylvania which offers dual enrollment programming for secondary education students;

Whereas, to fulfill the requirements of Section 1525 of the Pennsylvania Public School Code of 1949, as amended July 8, 2022, School desires to contract with the College to provide dual enrollment academic programming for its students;

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and promises contained herein, the parties hereto, intending to be legally bound, agree to the following terms and conditions:

1. Term and Termination. This Agreement shall commence as of July 1, 2023 and shall be for a term of one year, and thereafter shall be renewed for additional one-year terms, unless either Party shall give the other Party written notice of its intent not to renew this Agreement within ninety (90) days prior to the expiration of the then current term. This Agreement may be terminated at any time by mutual consent. This Agreement may be terminated without cause upon at least ninety days’ written notice by either Party; provided however that such termination shall not be effective until completion of any academic programming for the students who are currently enrolled in any courses at the time of the termination notice. Either party may terminate this Agreement in the event of a material breach of the Agreement by the other party if the non-breaching party has given written notice of such breach, and the breaching party has not cured the breach within thirty (30) days of such notice. In the event this Agreement is terminated due to School’s breach, School shall remain obligated to provide payment for all services provided by the College through the effective date of termination pursuant to the terms set forth in this Agreement.

**Lackawanna College Proposal for
Pre-College Agreement
with the PA Distance Learning Charter School**

The following proposed agreement outlines the terms and conditions of a Pre-College program offered by Lackawanna College to PA Distance Learning Charter School

1. Term of Contract

The term of this Agreement shall commence on the 1st day of July 2024 and shall continue in full force and effect for one academic year ending on June 30, 2025. This Agreement will automatically renew for subsequent academic years unless written notice is received by the College ninety (90) days prior to the intended start date of the next academic year.

Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete the current academic year under this or any renewal academic year.

2. Student Eligibility

- A. Students who meet all the following criteria are qualified to participate in the program:
 - a. The student is a high school sophomore, junior or senior and enrolled in a junior or senior level course.
 - b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the school district.
 - c. The student demonstrates readiness for college-level coursework in the intended subject area, as determined by Lackawanna College. The College will determine readiness based on recommendations from the school district, standardized test scores and a placement exam, if necessary.
- B. Students who reside in the PA Distance Learning Charter School but who are either being home schooled or attend a private/charter school may be permitted to enroll in online or on-campus courses if they meet the testing standards in 2.C.

3. Courses Offered

The following criteria apply to all courses by this agreement:

- A. The courses are non-remedial, unless approved by Lackawanna College staff and determined by placement test score.
- B. The courses are either in a core academic subject or will be given equal elective credit by the PA Distance Learning Charter School for those courses instructed by the PA Distance Learning Charter School. Core subjects include English, Reading or Language Arts, Mathematics, Science, Foreign Language, Civics & Government, Economics, Arts, History and Geography.
- C. The courses offered are comparable to traditional Lackawanna College courses including the use of aligned curriculum, assessment tools and instructional materials.
- D. The courses enforce prerequisite coursework requirements comparable to those enforced for the courses when Pre-College students are not enrolled.
- E. The courses are regularly accepted in transfer by accredited colleges and universities throughout the nation.

4. Location

Classes offered through this Pre-College contract will be held, unless otherwise stipulated, at PA Distance Learning Charter School.

Students may take online, or on-campus courses not listed in this agreement outside of the regular school day.

5. Classes Offered

The school district, in accordance with Lackawanna College, will select a tentative list of classes to be offered. Additional classes may be added as long as they concur with the requirements under 3.B. (See Attached Course List)

6. Financial Information

- A. Maximum number of Pre-College students to be enrolled in these courses per semester: N/A
- B. Total approved cost for these courses: _____ \$300
- a. Allowable Tuition: _____ \$300
- b. Books: _____ \$ per Market Price
- c. Fees: _____ \$0
- C. The costs for all Pre-College courses will be paid directly to the college by the enrolled students at the time of registration. Students who do not pay at time of registration will be billed by the College.

7. Student Credit

Students will not be allowed to enroll in more than 18 post-secondary credits through Pre-College per academic year without permission from the College. However, students may enroll in additional credits during summer sessions.

The grade and credit earned by the student in all registered Pre-College courses will be reported on the student's Lackawanna College transcript, as well as their high school transcript. The College will transcript this credit in a manner similar to other students who take courses at the institution. Students will be made aware of typical minimum grade requirements to transfer credits to another institution. Lackawanna College cannot guarantee credit transfer to another institution. Students must meet transfer requirements of the accepting institution and/or specific program.

If a Pre-College student becomes a regularly enrolled student at Lackawanna College following graduation from PA Distance Learning Charter School Lackawanna College shall recognize those credits successfully completed by the student and they will be applied toward the student's degree requirements, as applicable to their program. Also, if a student enrolls at Lackawanna College after graduation, the commitment fee required for undergraduate enrollment will be waived.

The school district will award credits for and recognize courses that are successfully completed under the agreement fulfilling the previously identified graduation requirements.

8. Promotional Materials

Both the College and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for Pre-College to students and parents.

Lackawanna College admissions representatives agree to visit each Pre-College class.

Lackawanna College will host or co-host an information session on Pre-College for students and parents.

9. Additional Administrative Responsibilities

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

- A. Registration - Admissions Staff - Lackawanna College representative will visit PA Distance Learning Charter School to register all applicants for each semester. All student registrations must be received by the date TBD between the school district and the College.
- B. Record Keeping - College Registrar's Office - Lackawanna College's Registrar's Office will keep comprehensive records of the courses taken and grades received by Pre-College students.
- C. Fiscal Transactions - Students will be fully responsible for all tuition, fees, books, and other costs associated with Pre-College courses. The costs for all Pre-College courses will be paid directly by the student to Lackawanna College. Students can pay in person at the time of registration. Students who do not pay at registration will be billed by the College. Students who fail to pay their bill will have a hold put on their Lackawanna College account and will not have access to their transcript until the balance is paid.
- D. Library and Student Services Privileges - Lackawanna College will grant PA Distance Learning Charter School students, enrolled in online or on-campus classes, Student Success tutoring and academic resources.

Signature Page

The PA Distance Learning Charter School and Lackawanna College agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

PA Distance Learning Charter School:



Superintendent / CEO

6/10/24

Date



President, Board of School Directors

6/10/24

Date

Lackawanna College:



Director of College Partnerships

5/23/2024

Date

2. Academic Services. In accordance with the College's admission and testing policies as more fully specified in Section 6 of this Agreement, students from School may enroll in the Advance at College or Summer ACE program or other credit courses at the College's Main Campus and/or Regional Centers. At College's discretion, the courses may be offered in-person, fully online, or in a hybrid format. School will have responsibility for advising Students as to how to align courses with School's graduation, program, or pathway requirements (see addendum).
3. Credits. The credits earned by Students enrolled in courses at the College pursuant to this Agreement shall be the same credits offered to postsecondary students enrolled at the College.
4. Payment. ¹School will pay the full tuition and fees for any students taking courses in the College's Advance at College (dual enrollment), Summer ACE program or other credit courses at the College's Main Campus or Regional Centers. The College will invoice School each semester that a School's student takes a course at the College. School shall also pay the full cost of any required textbooks or course materials and supplies. The charges for the course and fees do not include textbooks. School will purchase textbooks and supplies for enrolled students and will be separately invoiced for the costs of textbooks and supplies. Payment must be submitted within ten days upon receipt of the invoice from the College or students may be dropped from the class. School understands and agrees that it will be required to pay for the course (tuition and fees) and textbooks even if a student or students withdraw from the course or the program on or after the first day of class. Payment by School is not contingent upon a student's completion of or performance in any or all courses and/or any other restriction other than enrollment. Courses offered at the College will not exceed the College's current rate per credit/per course/per student. *Tuition charges will be determined based upon the Student's residency.*
5. Staffing. The College will provide qualified faculty to facilitate and teach courses as is the standard process under the Advance at College and Summer ACE programs.
6. Applications for Admission. Student applications used for admission to the Advance at College (dual enrollment) program and/or the Summer ACE program are the current applications as supplied/published electronically or on paper and must be submitted to the appropriate College office as directed on or before the mutually agreed upon date between the two parties. Application submission dates must be in advance of any established application and processing deadlines established by the College for the relevant semester(s) students are enrolled. The College reserves the right not to accept applications received after this mutually agreed upon date. All students who have applied to Advance at College (dual enrollment) are required to go through the College's processes for placement to determine proper course placement, unless otherwise determined by the College. Students who have successfully completed credit bearing courses will be given one free official transcript that can be applied toward their course of study here at the College upon high school graduation or at another post-secondary institution of their choice.

¹ Current Advance at College rate is \$159 per credit. Current Summer ACE rate is \$250 per course/per student. Rates subject to change. Payee will be notified in advance of any change in costs related to this agreement.

7. Confidentiality, Student Records. School acknowledges that College is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and its implementing regulations, which limit the transfer and re-transfer of education records and personally identifiable information in education records, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplementary educational services, social security or public benefits, or information as to race, ethnicity or disability. The College designates School as a School Official under FERPA with legitimate educational interests in the education records and/or personally identifiable information of the students served under this Agreement. To the extent the College shares any education records and/or personally identifiable information with School, School acknowledges that it will receive such education records and/or personally identifiable information in its capacity as School Official, and will comply with all FERPA requirements with regard to such information, including using such information only for the purpose for which the disclosure was made; keeping such information in strict confidence; and maintaining such information in a secure manner. The College shall transmit information or records protected by FERPA solely to the School employee listed in this section 7: Laura L. Budd, 2605 Nicholson Rd Suite 4100, Sewickley, PA 15143, laura.budd@padistance.org; If School is also subject to FERPA (*i.e.*, if School receives funds under any program administered by the U.S. Department of Education), School also designates College as a School Official and may release education records and personally identifiable information to College in accordance with FERPA. If School is not subject to FERPA, School shall provide College with student education records and personally identifiable information in accordance with its own policies, and College shall keep such records confidential. School may transfer records to Megan Barbano-Maxwell, Division of Access and Community Engagement, Community College of Philadelphia, 1700 Spring Garden Street, Philadelphia, PA 19130, Room S3-03, mbarbanomaxwell@ccp.edu.
8. Non-Discrimination. The parties hereto shall act in a nondiscriminatory manner regarding this Agreement and the participation of any student in any program shall not be based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, veteran status and/or disability or any other status protected by federal, state or local law. The parties agree to provide reasonable accommodation(s) to permit a student with a disability to participate in the programs/courses to the extent that such would not fundamentally alter the program/courses or place an undue burden on the parties.
9. Independent Contractor. This Agreement does not create any partnership, joint venture, or other similar business arrangement between the parties. School is considered to be independently contracting with the College and does not have any relationship with the College other than as an independent contractor. School is not authorized to speak for or bind the College with third parties in any manner. School and/or School’s employees and agents are not entitled to College-paid compensation, insurances or benefits of any kind.
10. Indemnification. School agrees to defend, indemnify and hold harmless the College and its directors, trustees, officers, employees, and agents from and against any and all liabilities (including all actions, claims, demands, losses, damage fees including reasonable attorney’s

fees and expenses incurred in defense thereof) relating to: (1) breach by School of this Agreement; or (2) the negligent acts or omissions by School or any of its directors, officers, trustees, agents, employees, faculty or students in connection with their participation in dual enrollment programs and/or pertaining to this Agreement. The College agrees to indemnify and hold harmless School and its directors, trustees, officers, employees and agents from and against any and all liabilities (including all actions, claims, demands, losses, damage fees including reasonable attorney's fees and expenses incurred in the defense thereof) relating to: (1) breach by the College of this Agreement; or (2) the negligent acts or omissions by the College or its directors, officers, trustees, employees, faculty, or agents in connection with the dual enrollment programs and/or pertaining to this Agreement. Any indemnity granted by the College shall be subject to the immunities and limitations on liability set forth in the Political Subdivision Tort Claims Act (the "Tort Claims Act"), 42 Pa. C.S.A. §§ 8541-8564, and the statutory limits thereof and any other immunity to which the College is entitled. The provisions of the Tort Claims Act are incorporated by reference herein. Nothing shall be construed as waiving any of the College's rights or immunities granted by the Tort Claims Act or as conferring upon third parties any rights against the College not specifically granted by the Tort Claims Act. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification as provided for above; provided, however, that failure to give such notice shall not be a waiver of a party's right to indemnification from the other. The indemnification obligations under this Agreement survive the expiration or termination of this Agreement.

11. Insurance. Each party shall maintain the following insurance with an insurance company with a reputable insurance carrier authorized to do business within the Commonwealth of Pennsylvania: (a) *Workers' Compensation and Employer's Liability.* Workers' Compensation limits shall be the statutory limits and employers' liability insurance, with limits of (1) \$100,000 Each Accident–Bodily Injury by Accident; (2) \$100,000 Each Employee-Bodily Injury by Disease; and (3) \$500,000 Policy Limit-Bodily Injury by Disease; and (b) *General Liability Insurance.* Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$2,000,000 general aggregate. The general liability insurance shall cover: premises operations; personal injury liability; employees and volunteers as additional insureds; broad form property damage. Each party shall provide the other party with a Certificate of Insurance prior to commencing services under this Agreement.
12. Headings. All paragraph and other headings and captions used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.
13. Notices. Notification to the College required by this Agreement should be addressed to Dr. David E. Thomas, Vice President, Strategic Initiatives & Community Engagement, M2-34C, 1700 Spring Garden St. Philadelphia, PA 19130, dthomas@ccp.edu. Notification to School required by this Agreement should be addressed to: Laura L. Budd, 2605 Nicholson Rd Suite 4100, Sewickley, PA 15143, laura.budd@padistance.org.
14. Entireties. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings with respect to the subject matter hereof.



This Agreement may not be modified or amended except by written agreement signed by each party hereto.

15. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and any dispute arising under this Agreement will be heard exclusively in the state or federal courts in Philadelphia, Pennsylvania.
16. Execution and Counterparts. Provided that all parties execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and, if so executed and transmitted, shall be as effective as if the parties had delivered an executed original of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE DATE FIRST WRITTEN ABOVE BY THEIR DULY AUTHORIZED AGENTS AND INTEND TO BE LEGALLY BOUND.

**ACCEPTED FOR
COMMUNITY COLLEGE OF PHILADELPHIA**

DocuSigned by:
Dr. David Thomas
3A6CD96B18E748E...

Dr. David Thomas
Vice President, Strategic Initiatives
and Community Engagement

Date: 8/24/2023 | 5:20 PM EDT

DocuSigned by:
Dr. Donald Generals
57D7328E3C0945F

Donald Generals, Ed.D, President

Date: 8/25/2023 | 4:52 PM EDT

**ACCEPTED FOR
Pennsylvania Distance Learning Charter School**

John Marous

Mr. John Marous
President, Board of School Directors

Date: 8/23/2023

Michael Leitera

Dr. Michael Leitera
Chief Executive Officer

Date: 8-23-23

The billing address is:
2605 Nicholson Rd, Suite 4100
Sewickley, PA 15143



Pennsylvania Distance Learning Charter School

Addendum

Academic Services: In accordance with the College's admission and testing policies as more fully specified in Section 6 of this Agreement, students from School may enroll in the Advance at College or Summer ACE program or other credit courses fully online. School will have responsibility for advising Students as to how to align courses with School's graduation, program, or pathway requirements.

**EARLY COLLEGE PROGRAM
BETWEEN
LUZERNE COUNTY COMMUNITY COLLEGE
AND THE
PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL**

July 1, 2025 – JUNE 30, 2030

EARLY COLLEGE PROGRAM

The purpose of the Early College Program (the “Program”) is to allow high school students to earn college credit while still in high school.

ELIGIBLE HIGH SCHOOL STUDENTS

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

CREDITS

- Luzerne County Community College (“LCCC”) does not guarantee college credit awarded by the College will meet any high school diploma requirements. Participating students should contact their high school guidance counselor or school administrator regarding high school policies governing college credit.

LIMITS ON PARTICIPATION

- High school students may participate in the Program until the students earn their high school diploma.
- LCCC may impose prerequisite and corequisite requirements for LCCC courses and curricula to ensure students are prepared for coursework and will gain maximum benefit from instruction.
- LCCC may not enroll participating students in remedial, developmental, or other courses that are not college-level.
- LCCC reserves the right to cancel any course (on or off campus) for which enrollment does not satisfy minimum enrollment requirements.

STUDENT PARTICIPATION AT LCCC

- Participating students may attend classes at the College’s main campus, one of the College’s off-campus sites, at the high school and/or online if offered. Participating students:
 - may receive an LCCC email and Self-Service accounts.
 - can attend events sponsored by the College.

Dual Enrollment

This Agreement is entered into by and between the Pennsylvania Distance Learning Charter School (hereinafter referred to as the “School”) and Pennsylvania Western University (PennWest) (hereinafter referred to as the “University”). This Agreement sets out the terms and conditions of the Dual Enrollment program offered by these two institutions in accordance with Article XVI-B of the Public School Code (hereinafter “Program”).

The University and the School do hereby agree to the following:

1. Term

It is agreed that this Agreement will be in effect as of the date of the last signature, for a period of one year. It will be renewed automatically for additional one-year terms, up to a maximum term of five years, unless formally terminated pursuant to this Agreement.

2. Dual Enrollment Committee

The Dual Enrollment Committee appointed for the term of this Agreement is comprised of the following individuals:

<u>Dr. Erinn Lake</u>	<u>Director, Academic Pathways and Partnerships, PennWest University</u>
<u>Dr. Thomas Wickham</u>	<u>Associate Provost for Curriculum and Faculty Development, PennWest University</u>
<u>Dr. Daniel Engstrom</u>	<u>Interim Provost and VP for Academic Affairs, PennWest University</u>
<u>Mr. John Marous</u>	<u>President, Board of School Directors-Pennsylvania Distance Learning Charter School</u>
<u>Dr. Michael Leitera</u>	<u>Chief Executive Officer-Pennsylvania Distance Learning Charter School</u>
<u>Ms. Laura Budd</u>	<u>Career Education and Work Coordinator-Pennsylvania Distance Learning Charter School</u>

3. Student Eligibility

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

- a. The student is a high school junior or senior.

- b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the School. The School will determine satisfactory progress based on grades and credits completed, GPA, and SAT scores.
 - c. The student demonstrates readiness for college-level coursework in the intended subject area of study, as determined by the University. The University will determine readiness based on the home high school recommendation and required prerequisites.
 - d. Students must maintain good standing in their School as outlined in the code of conduct according to School policy. Disciplinary actions per the School code of conduct will also impact continued participation in the Dual enrollment program.
- B. Students that do not meet the criteria listed under section A may be permitted to enroll in Dual enrollment courses if they meet the following alternative criteria and receive appropriate approval from both the University and the School:
- a. Case by case review by home school principal or school counselor using grades, curriculum, PSSA scores, and success in core curriculum courses.
 - b. Students who are in the 10th grade may participate in the program as long as the following criteria are met:

Standardized test scores, Gifted Individual Education and Evaluation Reports, Guidance Counselor or School Psychologist recommendation regarding social maturity and academic readiness are submitted to the University admissions office prior to enrollment in college courses through Dual enrollment.
- C. In order to remain in this program, the student must maintain a university minimum cumulative grade point average (GPA) of 2.00 at PennWest.
- D. Upon receipt of an earned grade of D or lower in a dual enrolled course at PennWest, the student will discontinue with further dual enrollment courses until they re-take the same course and receive a grade of C or higher. Repeat exceptions must be approved through the Registrar's Office.
- E. The student while enrolled in any University course shall comply with its academic policies and requirements. However, the applicable academic policies/degree requirements in effect for the student will be as they exist at the time of the student's enrollment into the program.
- F. The student while enrolled in a University course shall comply with its discipline policies and requirements. These policies will be communicated through the online policy manual and course syllabus.
- G. School students will be given the option to attend dual enrollment entry level courses online. The course availability will be determined on a semester basis and provided to school administrators and school counselors.

4. Courses offered

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

- A. The courses are non-remedial.
- B. The courses fulfill General Education requirements.
- C. The courses, as offered to Dual enrollment students, are identical to those offered when Dual enrollment students are not enrolled, including the use of an identical curriculum, assessments and instructional materials.
- D. The courses enforce prerequisite coursework requirements identical to those enforced for the courses when Dual enrollment students are not enrolled.
- E. The courses shall be offered in accordance with the terms of this Agreement and Article XVI-B of the Public School Code.
- F. Courses offered must appear in the University catalog.

Courses shall be offered in accordance with the terms of this Agreement and Article XVI-B of the Public School Code.

Location: Online.

Instructor: To be determined based on course availability.

Secondary courses/graduation requirement equivalent:

- A. Students may take a maximum of 1 course per term (1 in fall; 1 in spring and 1 in the summer term). Summer I and Winter session courses are not applicable to Dual Enrollment. Students may submit a request, in writing, an exception to this requirement.
- B. Total approved per credit: \$100
- C. School will cover the following costs for any student enrolled in dual enrollment :
 - a. Tuition:
 - b. Fees: Including their tuition tech fee and transcript fee (if transcript is needed)
 - c. Books: Cost varies by semester and course

5. Student Courses/Credit

Students will not be allowed to enroll in more than 3 courses through Dual enrollment per academic year.

In order to successfully complete a course listed in this Agreement, students must earn a minimum grade point average of 2.0 in each course.

The School may award credit for and recognize courses that are successfully completed under this Agreement as fulfilling graduation requirements.

The University will award postsecondary credit to students who successfully complete courses identified in this Agreement. The University will transcript this credit in a manner similar to other students who take a course at this institution. If a Dual enrollment student becomes a regularly enrolled student at the University following graduation from secondary school, the University shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.

6. Promotional material

Both the University and the School agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for Dual enrollment to parents and students.

7. Additional Administrative Responsibilities

The following will be responsible for the tasks listed below:

- A. Registration: School administration in cooperation with the University.
 - a. Student will have course listed on their schedule at School.
 - b. Student will be simultaneously registered at the University.
- B. Record Keeping: The University will maintain records during each year students enroll directly at the University.
 - a. Number of students applied, accepted, and enrolled
 - b. Courses taken
- C. Fiscal Transactions: Student invoicing for tuition and fees will consist of a process involving the University, and School. School will receive an invoice and will work directly with the University to process any required payments.
- D. The University will provide students with information on how to access academic support for Dual enrollment classes.
- E. The University will provide library privileges to Dual enrolled students.

- F. The University will require signed releases from the students to provide grades to the home school and parent.
- G. University course instructors shall acquire all required background checks pursuant to Pennsylvania and federal law, including but not necessarily limited to: (1) criminal history record information report from the Pennsylvania State Police; (2) a child abuse certification from the Pennsylvania Department of Human Services; and (3) a federal history record information report obtained by submitting a full set of fingerprints to the FBI, as so required by Act 153 of 2014 and Act 15 of 2015 and any other applicable law.
- H. University course instructors shall not be considered to be employees or independent contractors of the School by virtue of their involvement with the program.
- I. In the event a student with an I.E.P. or Section 504 plan, the School's Director of Pupil Services and the University's Office of Accessibility Services will coordinate necessary accommodations.

8. FERPA

Both institutions recognize that they are bound to comply with the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment) in the administration of student records and personal information for individuals enrolled in their institutions through this Agreement.

9. Notification of Communication

The University will regularly communicate regarding changes to admission and candidacy requirements, curriculum requisites, third party standards for accreditation and licensure, as well as any other relevant issues. Both institutions agree to communicate the conditions of this agreement to their respective stakeholders, external and internal. In addition to the ongoing responsibilities for notification, communication and cooperation established herein, the University will review this agreement every academic year and will make reasonable adjustments and amendments as deemed appropriate for the improvement of the transfer process and student matriculation to graduation.

10. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

11. Liability and Insurance

Neither of the Institutions shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the Institutions do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement. This provision shall not be construed to limit the sovereign immunity of the

Commonwealth or of the Pennsylvania State System of Higher Education or the University.

The School 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 Finance and Risk and 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.

12. Notice

In the event of breach or suit, the following will be served with notice via first class mail or overnight commercial carrier:

IU/School:

President, Board of School Directors
Pennsylvania Distance Learning Charter School
2605 Nicholson Road, Suite 4100
Sewickley, PA 15143

PennWest University:

Legal Notices: Vice President of Finance
PennWest University
250 University Ave.
California, PA 15419

Programmatic
Notices: Office of the Provost
PennWest University
250 University Ave.
California, PA 15419

13. Force Majeure

Neither institution shall have liability for any failure to perform or delay in performance due to any circumstance beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a building or buildings due to construction or maintenance problems, acts of God and the like.

14. Accreditations

Implementation and interpretation of this agreement will be consistent with applicable and mandatory policies and procedures established by the appropriate accreditation bodies, the United States Department of Education, and other agencies that have jurisdiction over the operation of either institution. Both institutions shall maintain their respective individual accreditation and this agreement shall be binding only so long as that accreditation is maintained by both parties. Both agree to notify the other in the event of changes to their accreditations.

15. Termination Provision

This Agreement shall be effective upon execution by both parties and all necessary Commonwealth officials. Either party may terminate this Agreement for any reason with ninety (90) days written notice. Either party may terminate this Agreement in the event of substantial breach. Should the School or the University terminate this Agreement, all students enrolled under the Agreement at the time of termination, may continue under the terms of this Agreement to complete their registered classes.

16. Modification

This Agreement shall only be modified in writing with the same formality as the original Agreement.

17. Relationship

The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

18. Third Party Beneficiaries

This agreement is not a third party beneficiary contract and confers no rights upon any students or employees of the parties.

19. Non-Discrimination

The Parties agree to continue their respective policies of nondiscrimination based on Applicable Law, including Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and the Americans with Disabilities Act. The School agrees to cooperate with the University in any investigation of an allegation of discrimination and to report any known incident in which the University Student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University.

20. Binding Signatures

For the purpose of this Agreement, a copy of the party's original signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties.

21. Entire Agreement

This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

Signature Page

For the School:



Mr. John Marous
President, Board of School Directors
Pennsylvania Distance Learning Charter School

August 2, 20-23

Date



Dr. Michael Leitera
Chief Executive Officer
Pennsylvania Distance Learning Charter School

8-2-23

Date

For PennWest University:



Daniel Engstrom, Ed.D.
Interim Provost and Vice President for
Academic Affairs

8/3/2023

Date

Approved as to Form & Legality:

University Legal Counsel

- are encouraged to use LCCC's Student Support Services.
- may use college credits earned in the program toward the requirements of an LCCC program as per the LCCC Catalog.

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

STUDENTS WITH DISABILITIES

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

GRANTS AND FINANCIAL AID

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

TUITION, FEES & COURSE MATERIALS

- Participating students shall be responsible for payment of all tuition, applicable course fees, and, when applicable, required course material fees.

GENERAL TERMS AND CONDITIONS

- This Agreement represents the entire understanding between the Parties and can be modified only in writing with the same formality as the original Agreement.
- LCCC reserves the right to adopt additional rules and regulations deemed necessary or appropriate with respect to the Program; such rules and regulations become effective sixty (60) days after written notice from LCCC to the School District.
- This Agreement will be reviewed annually by the appropriate persons at LCCC or the School District and will automatically renew for a period of time not to exceed five (5) years. Not later than sixty (60) days prior to the end of the five (5) year period, each Party shall review and together make any changes to an updated Agreement to be considered for execution and implementation.
- Either Party may terminate this Agreement by written notice at least sixty (60) days in advance of any anniversary date of this Agreement. Termination shall become effective on the final date of LCCC's then current academic period if an academic period is in progress as of the date of the termination notice. Should this Agreement be terminated, it is understood that the termination will not apply to students already accepted to LCCC under the terms of this Agreement, but not yet enrolled in classes.
- The Parties understand that they shall act in an independent capacity in the performance of this Agreement, and shall not be considered as employees, agents, affiliates, or subsidiaries of each other. Neither Party shall have the right to bind or obligate the other in any manner inconsistent with or unrelated to this Agreement.
- This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles. Any dispute under this Agreement shall be resolved in the state or federal courts located in Luzerne County, Pennsylvania. The terms of this

Agreement are not in violation of any state, federal or local legislation. Should any be discovered, or any law later amended, only that portion of the Agreement becomes subject to negotiation or resolve.

- Neither Party shall assume any liabilities as a result of this Agreement. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense as a result of entering into this Agreement. Nothing herein shall be construed as a waiver of any immunities afforded LCCC by law or otherwise.
- For a complete copy of the LCCC Title IX Policy and the LCCC Nondiscrimination Policy, please visit <https://luzerne.edu/about/titleix>
- The School District agrees that they are an Equal Opportunity Employer.
- Any notices to be given hereunder by any Party to the other may be provided by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses set forth hereinafter, but each Party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.
 - If to LCCC: Luzerne County Community College
Attention: Early College Program Administrator
521 Trailblazer Drive
Nanticoke PA 18634

Copy to: Luzerne County Community College
Attention: Vice President of Operations and Facilities Management
521 Trailblazer Drive
Nanticoke PA 18634

- If to the School District:

Copy to:

- The Parties shall comply with the Federal Educational Rights and Privacy Act of 1974, as amended.
- LCCC shall not be responsible for the payment of any federal, state, or local taxes for or on behalf of the Institution under any circumstances.
- This agreement mutually binds and benefits all heirs, assignees, and successors of both Parties.
- It is understandably possible that each party may sign several counterparts of this Agreement. It is hereby agreed that each duly signed counterpart is considered valid as part of this Agreement.
- Waiver by one party hereto of breach of any provision of this Agreement by the other shall not be construed as a continuing waiver.

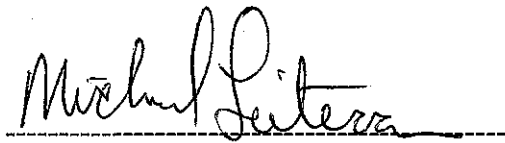
- Should any court determine any provision of this Agreement, or any portion thereof, to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- This Agreement may not be assigned without the prior written consent of the College.

SIGNATURES

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

FOR THE SCHOOL DISTRICT:

LUZERNE COUNTY COMMUNITY COLLEGE:

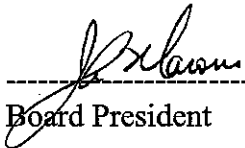
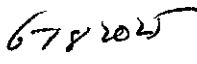


Superintendent

Date

President, John Yudichak

Date

Board President

Date



DUAL CREDIT AGREEMENT

THIS DUAL CREDIT AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature (the "Effective Date") by and between Cedar Crest College ("CCC"), an independent non profit institution of higher education located at 100 College Dr., Allentown, PA 18104 and [PA Distance Virtual Charter School] (the "School District") located at [2605 Nicholson Road, Suite 4100, Sewickley, PA 15143], with the two entities collectively referred to as the "Parties."

WHEREAS, Cedar Crest College is an institution of higher education that offers bachelor's, master's, doctoral degrees and other post-secondary academic credentials in the arts and sciences, pre-professional licensure and certification preparation, advanced practice disciplines, and a variety of other academic fields; and

WHEREAS, CCC offers dual-credit coursework (the "Program") to certain qualified high-school students both through its on-campus Early College for High School Students ("EC") dual enrollment program as part of the undergraduate Women's College and through its co-educational, online Dual Credit Academy ("DCA"); and

WHEREAS, CCC is institutionally accredited by the Middle States Commission on Higher Education (MSCHE); and

WHEREAS, the School District is a secondary school that offers secondary degree programs; and

WHEREAS, the Parties wish to enter into an articulation agreement establishes the policies and procedures that will enable students to enroll in the Program of dual-credit coursework by which they may concurrently earn credit toward secondary and post-secondary degrees; and

WHEREAS, Pennsylvania requires, under 24 P.S. §15-1525, school entities to enter into at least one dual-credit agreement with an Institution of Higher Education approved to operate in Pennsylvania if they wish to offer dual-credit coursework to their students; and

WHEREAS, the Parties desire to define their roles and responsibilities with respect to the Program consistent with the laws of the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the premises and mutual covenant herein contained, and intending to be legally bound hereby, the parties hereto agree as follows.

1. Term and Termination.

- (a) Term. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years. Upon the expiration of this Agreement, this Agreement shall automatically renew for successive twelve (12) month periods.
- (b) Termination of Agreement. This Agreement may be terminated by either party, with or without cause, at any time, upon sixty (60) days prior written notice to the other party; provided,

effective date of termination shall be permitted to complete their then-current coursework.

2. Student Eligibility and Enrollment

Students who meet the following criteria are eligible to participate in the Program: (a) Students have met the admission criteria for the Early College for High School Students/Dual Credit Academy programs identified in the current CCC undergraduate catalog for the year they wish to enroll.

(b) Students are a high-school junior or senior, as determined by School District policies. (c) Exceptions for underclass high-school students (freshman or sophomores) are considered on a case-by-case basis. These students must submit the enrollment application, signed by the School District, a high-school transcript and a letter or recommendation from the School District

(d) The student must submit an application form, signed by the School District to the relevant CCC Office of Admissions, along with an official high-school transcript.

(e) Students who have graduated from high school are not eligible for the Program. (f) Students who are matriculated into degree programs at CCC are not eligible for the Program.

3. Courses Offered

(a) CCC will share the list of courses eligible for the Program with the School District. (b) Whenever possible, CCC courses are aligned to the student's high-school graduation requirements, the requirements of a Career and Technical Education (CTE) program offered by the School District, or a career pathway offered by the School District.

(c) Whenever possible, CCC courses available through the Program shall not supplement or supplant courses offered by the School District to its secondary school students. (d) CCC courses offered through the Early College for High School Students (EC) program through the Women's College may be offered through the CCC Allentown campus in person, online or as a combination of in-person and online (hybrid/hyflex).

(e) CCC courses offered through the Dual Credit Academy (DCA) are delivered online via CCC's partnership with TEL Education (www.tel-education.org) to offer high-quality, affordable online dual-credit courses. CCC faculty have evaluated and approved DCA TEL Education courses for their content, rigor, student learning outcomes, and credit toward CCC degrees.

(f) Credits earned by students enrolled in the Program, through both EC and DCA courses, shall be equivalent to the credits offered to a postsecondary school student regularly enrolled at CCC, including without limitation enforced prerequisites, and the use of an identical curriculum, assessments and instructional materials, and shall be recorded on a CCC transcript which shall be available upon request to any student enrolled in the Program. Course descriptions are publicly available in the CCC Undergraduate Catalog, which is accessible through the CCC Office of the Registrar's website.

(g) The CCC courses will be non-remedial or developmental to college-level student learning outcomes.

4. Program Instruction

(a) Early College (EC) courses for the Program will be taught by instructors hired and approved

by CCC. Program courses may be taught CCC's Allentown campus or at a School District location, as determined by CCC and the School District.

- (b) In compliance with Pennsylvania Child Protective Services Law and CCC policy, CCC will confirm that CCC faculty who teach EC classes in which dual-credit students under the age of 18 are registered are required to have the following three clearances: a state criminal background check, a Pennsylvania Child Abuse History Clearance Form (CY-113), and a Federal (FBI) Fingerprint Criminal Background Check (Criminal History Report) and that they have completed CCC mandatory reporter training as required by CCC policy in effect from time to time.
- (c) Program Dual Credit Academy (DCA) courses are to be taught remotely, without direct contact with DCA students on the CCC campus, by online instructors employed by TEL Education. TEL Education requires all DCA instructors to successfully complete background clearances that include a national criminal search, social security trace, and sex offender registry search. CCC reviews and authorizes DCA TEL Education instructors for academic qualifications.

5. Course registration process and deadlines

- (a) Students in the Program may schedule a total number of academic credits in each of the fall and spring semesters or in the summer term as approved by the School District (e.g., by a guidance counselor).
- (b) The School District and CCC must both approve each student's course selection prior to enrollment for any student seeking participation in the Program.
- (c) The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the appropriate secondary school graduation requirements.
- (d) CCC will award postsecondary credits to students who successfully complete courses in the Program. CCC will apply these credits in the same manner as for other regularly enrolled, matriculated CCC students under the policies of the then-current Undergraduate Catalog for when they enrolled in the courses.
- (e) If a Program student becomes a regularly enrolled, matriculated student at CCC following graduation from secondary school, CCC shall recognize credits earned in the Program as applying toward the student's degree requirements as it would for any other regularly enrolled, matriculated, postsecondary student who took the courses.
- (f) CCC will transcript dual-credit courses for students in the Program, whether DCA or EC, as it would for any other regularly enrolled student. Students may request an official transcript of their coursework through the CCC Registrar Office, for an additional fee per each transcript requested.
- (g) Students completing courses in the DCA Program may earn a maximum of fifty-nine (59) academic credits in DCA courses delivered by TEL Education (49% of a 120-credit bachelor degree). For the EC program, there is no maximum limit to students earning academic credit through EC courses, except as may be provided by School District policy.

6. Communication of Program

Both CCC and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures outlined in this agreement to parents and students.

7. Additional Administrative Responsibilities

(a) Data Sharing and Cooperation

1. The Family Educational Rights and Privacy Act of 1972 ("FERPA"), 20 U.S.C. § 1232g and its implementing regulations allows student education records to be shared between CCC and the School District without the need for signed releases from students or parents. If the student is under eighteen (18) years of age, parents/guardians retain the right under FERPA to inspect and review any educational records maintain by the School District, including records that the College has disclosed to the School District. CCC and the School District shall meet FERPA requirements to maintain the privacy of student data.
2. The Registrar Office of CCC will provide information on the following items to the School District:
 - The names of students enrolled in dual enrollment.
 - Courses that were taken by each student.
 - Grades earned by the student
3. CCC will notify the School District of any mid-semester or mid-term progress reports that indicate that a dual-credit student is in risk of failing a course.
4. CCC and the School District's academic affairs, registrar, and advising offices will collaborate, on a schedule as may be needed, to ensure the successful operation of this dual credit articulation agreement. The Parties agree, through their designated representatives, to monitor the performance of this Agreement to strengthen the articulation between CCC and the School District.

(b) Program Costs

1. CCC's tuition for Dual Credit Academy (DCA) courses, delivered online in partnership with TEL Education, is \$200 for a 3-credit-hour course, per student (or \$66.67 per credit), effective with the 2023-2024 academic year. CCC reserves the right to change this tuition rate annually, as published in its Undergraduate Catalog and on the CCC website.
2. CCC's tuition for Early College (EC) courses is \$450 for a 3-credit-hour course, per student (or \$150 per credit). CCC reserves the right to change this tuition rate annually, as published in its Undergraduate Catalog and on the CCC website.
3. Students are responsible for paying all applicable student fees or textbook costs associated with an EC course.
4. Students may not apply additional CCC discounts (e.g., CCC employee discounts for dependents or discounts through the Pathways to Professional Excellence program) to

the Program's tuition rates.

5. If grant funding is provided by the School District for student enrollment in the Program, it will be forwarded to CCC to reduce the cost of tuition and fees.
 6. The CCC Student Financial Services Office (EC courses) or TEL Education (DCA courses) will directly bill the student/parents/guardian for the outstanding balance of any Program student's tuition and fee costs after all adjustments and grant funding are applied.
 7. Students are responsible for their own transportation to and from CCC, as may be needed.
- 8. Disability Services.** Students in the Program are admitted without regard to disability and are held to the same standards and expectations as all other regularly enrolled CCC students.
- (a) For Early College courses (EC), students are responsible for contacting the CCC Office of Student Accessibility Services to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.
 - (b) For Dual Credit Academy courses (DCA), students are responsible for contacting TEL Education to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.
 - (c) Accommodations provided by CCC (EC course) or TEL Education (DCA courses) may not be the same as those contained in the student's Individualized Education Program and 504 program processes receive at their secondary institution.
 - (d) School District may work in collaboration with the CCC Office of Student Accessibility Services (EC courses) or TEL Education (DCA courses) in connection with seeking reasonable accommodations under the ADA. Students interested in the Program may engage with the CCC Office of Student Accessibility Services (EC courses) or TEL Education (DCA courses) upon acceptance into the Program and any accommodation letters would be issued upon enrollment.

9. Non-Discrimination

CCC and the School District agree that, in performing their obligations pursuant to this Agreement, each shall provide an academic and working environment free from discrimination and harassment. Discrimination, harassment and retaliation on the basis of protected status, including an individual's race, color, creed, ethnicity, ancestry, national origin, genetic information, sex, gender, gender identity or expression, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited.

Page 5 of 9

Page 6 of 9

10. Miscellaneous Provisions

- (a) Independent Contractor Status of the Parties. The parties hereby acknowledge that they are independent contractors, and neither CCC nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of the School District and, further, neither School District nor any of its agents, representatives or employees shall be considered agents, representatives or employees of CCC. In no event shall this Agreement be

construed or represented by either party as establishing a partnership or joint venture or similar relationship between the parties hereto. CCC and the School District shall be liable for their respective debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits on behalf of their respective employees.

- (b) Responsibility. Each party shall be responsible for its own acts and omissions, and those of its trustees, directors, officers, employees, and agents.
- (c) Notices. All notices, requests and other communications pursuant to this Agreement shall be in writing and sent by first class mail or email to each party to the following address, or by email:

CCC:
Office of Admissions
Cedar Crest College
100 College Drive
Allentown, PA 18104
admissions@cedarcrest.edu
ATTN: Stephanie Walker, Vice President of Enrollment Management
Stephanie.Walker@cedarcrest.edu

SCHOOL DISTRICT:

Responsible Office

School District Name

Street Address

City, PA ZIP Code

Primary Office Email

ATTN: ### Primary Contact Person, Title ###

Primary Contact Person, Title

Pennsylvania Distance Learning Charter School
2605 Nicholson Road, Suite 4100
Sewickley, PA 15143

Laura Budd, Career Education and Work Coordinator
laura.budd@padistance.org

- (a) Entire Agreement. This Agreement contains the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both Parties.

Page 7 of 9

- (b) Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Should a dispute arise under the terms of this Agreement, CCC and the School District recognize and accept that the Court of Common Pleas for Lehigh County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall have exclusive jurisdiction and venue.
- (c) Execution; Counterparts. This Agreement may be executed in any number of counterparts,

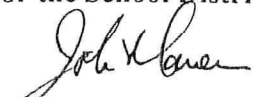
each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.

- (d) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
- (e) Non-Exclusive. This Agreement is not an exclusive contract between Parties, and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or enter into other agreements with any other entity, on either a limited or general basis, while the Agreement is in effect.
- (f) Publicity. Neither party may use the name, logos, or marks of the other without the prior written consent of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Page 8 of 9

For the School District:



John Marous, Board President



Dr. Michael Leiterea, CEO

Superintendent Date 6/10/2024

High School Principal Date For Cedar Crest College:

Elizabeth M. Meade
Elizabeth Meade (Jun 17, 2024 12:20 EDT)

06/17/2024

Elizabeth M. Meade, PhD Date President

Stephanie Walker
Stephanie Walker (Jun 17, 2024 16:14 EDT)

06/17/2024

Stephanie A. Walker, MLS Date Vice President for Enrollment Management

DualCreditAgreement - CCC PA Distance Learning Charter School 6.17.24

Final Audit Report

2024-06-17

Created:	2024-06-17
By:	Barbara Deitrick (bedeitri@cedarcrest.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAATGEnqVPpIWUJVFc8PEdeanZ_A8zXZxkp

"DualCreditAgreement - CCC PA Distance Learning Charter School 6.17.24" History

-  Document created by Barbara Deitrick (bedeitri@cedarcrest.edu)
2024-06-17 - 3:24:29 PM GMT- IP address: 204.186.249.30
-  Document emailed to Elizabeth Meade (emeade@cedarcrest.edu) for signature
2024-06-17 - 3:26:53 PM GMT
-  Email viewed by Elizabeth Meade (emeade@cedarcrest.edu)
2024-06-17 - 4:20:09 PM GMT- IP address: 204.186.249.30
-  Document e-signed by Elizabeth Meade (emeade@cedarcrest.edu)
Signature Date: 2024-06-17 - 4:20:34 PM GMT - Time Source: server- IP address: 204.186.249.30
-  Document emailed to stephanie.walker@cedarcrest.edu for signature
2024-06-17 - 4:20:36 PM GMT
-  Email viewed by stephanie.walker@cedarcrest.edu
2024-06-17 - 8:14:02 PM GMT- IP address: 104.47.66.126
-  Signer stephanie.walker@cedarcrest.edu entered name at signing as Stephanie Walker
2024-06-17 - 8:14:17 PM GMT- IP address: 150.252.243.10
-  Document e-signed by Stephanie Walker (stephanie.walker@cedarcrest.edu)
Signature Date: 2024-06-17 - 8:14:19 PM GMT - Time Source: server- IP address: 150.252.243.10
-  Agreement completed.
2024-06-17 - 8:14:19 PM GMT

Board Affirmation Statement

PA Distance Learning Charter School

2605 Nicholson Road, Sewickley, PA 15143

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 28 day of July, 2025

By: [Signature] (Signature of Board President)

John M. Marcus (Print Name)

President, PADLCS Board of Trustees

Charter School Law Affirmation

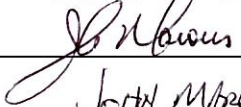
Pennsylvania's first Charter School Law was Act 22 of 1997, 24 P.S. § 17-1701-A et seq., which primarily became effective June 19, 1997, and has subsequently been amended.

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 28 day of July, 2025

By:  (Signature of Board President)

John M. Lewis (Print Name)

President, IADLCs 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 28 day of July, 2025

By: [Signature] (Signature of Board President)

John Marcus (Print Name)

President, PADCS 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 28 day of July, 2025

By: [Signature] (Signature of Board President)

John Marcus (Print Name)

President, PADCS 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.

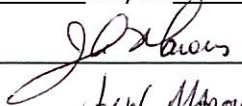
The Charter School assures that the Public School Code (24 P.S. § 11-1109) as well as any Act 45 continuing education and Pennsylvania Inspired Leaders (PIL) requirements are met as outlined above.

Affirmed on this 28 day of July, 2020
By: [Signature] (Signature of Board President)
John M. Jones (Print Name)
President, PADUS 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 28 day of July, 2025

By:  (Signature of Board President)

John H. Atkins (Print Name)

President, PADLES 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.