Agenda of 21st Century Cyber Charter School Board of Trustees Meeting

The Board of Trustees
21 Century Cyber Charter School

A 21st Century Cyber Charter School Board of Trustees Meeting of the Board of Trustees of 21 Century Cyber Charter School will be held Monday, June 1, 2026, beginning at 4:00 PM Virtual Only, 1245 Wrights Lane, West Chester, PA 19380.

1. **MEETING OPENING**

1.A. Call to Order - Roll Call
Description:

The Board Chairperson will call the board meeting to order and the Board Secretary will document attendance while the Mission Statement is read.

Mission Statement
To foster a student-centered experience that inspires and empowers our learners through engaging curriculum facilitated by supportive educators to develop the whole individual.

1.B. Notification of Recording
Description:

All Board Meetings for the 21st Century Cyber Charter School are audio recorded for the purposes of creating the Minutes.

1.C. Pledge of Allegiance
Description: The Board of Trustees will recite the Pledge of Allegiance.



1.D. Executive Session Announcement
Description:

Executive Sessions were held May 12, 2026 (after the Board Meeting) and May 19, 2026. Possible topic discussions were litigation, personnel, real estate, confidential legal issues and negotiations.

1.E. CEO and Administrative Reports
Description: Jonathon Shiota, our Business Administrator, will provide a presentation on the 2026-2027 SY Final General Fund Budget.

1.F. Public Comment
Description:

The Board Chairperson will inquire with the Board Secretary as to whether or not anyone has requested to make public comment at today's meeting.

Per Policy 0006 (Meetings):
Public Participation
At each public Board meeting, prior to official action by the Board, an opportunity shall be provided for public comment, in accordance with law and Board procedures and policy.

A request to make a public comment must be made to the Board Secretary by 7:30 a.m. the day before a scheduled board meeting via email. The request to make a public comment must include the person's name, email address, role (parent, student, staff, member of the public) and topic they would like to present, keeping in mind that they will have 3 minutes to speak.

Per Policy 7003 (Public Comment in Board Meetings):
Guidelines
Statement of Presiding Officer
Prior to public comment during the meeting, the presiding officer shall make a statement providing direction and establishing expectations for the period of public comment.
Public Comment
Individuals shall wait to be recognized by the presiding officer before commenting, must direct all comments to the Board, and must preface their comments by an announcement of their name, and group affiliation, if applicable.
The public comment session at the beginning of the meeting shall be limited to not more than 30 minutes.
Each statement made by a participant shall be limited to three (3) minutes.
Commenters may not cede their time to other individuals.
All statements shall be directed to the presiding officer; no participant may address or question Trustees individually.
The presiding officer and the solicitor have the authority to:

1. Interrupt an individual to warn the commenter that the statement is too lengthy or conduct is otherwise in violation of this policy.
2. After warning, terminate the individual’s opportunity to comment when the conduct continues and is in violation of this policy.
3. Call a recess or adjourn to another time when an individual’s conduct is otherwise in violation of this policy.

4. Request an individual to leave the meeting when that person's conduct is disrupting the operation of the meeting.
5. If the individual refuses to leave the meeting, request the assistance of school security personnel or law enforcement to remove the disorderly person to enable the Board to proceed with the orderly operation of the meeting.
6. Waive the Board's rules regarding public comment with the approval of a majority of Trustees present and voting.
   Where the presiding officer's ruling regarding public comment is disputed, it may be overruled by a majority of those Trustees present and voting.

2. **CONSENT AGENDA**

2.A. Review of Consent Agenda Items
Description: The Consent Agenda Items (Listed by Department) include:

Board of Trustees
2.A.1 May 12, 2026 Board Meeting Minutes

Human Resources
2.A.2 2026-2027 SY Administrator Handbook
2.A.3 2026-2027 SY Support Staff Handbook

Financial
2.A.4 Curriculum & Instruction Budget Transfer
2.A.5 Renewal - Assetworks Risk Management - Centurisk

Curriculum
2.A.6 Dual Enrollment Agreement - Erie County Technical School
2.A.7 Dual Enrollment Agreement - Erie County Community College

Special Education
2.A.8 Renewal - Aveanna Healthcare

Technology
2.A.9 Agreement - Chester County IU - Zoom Room Connector License
2.A.10 Agreement - Lancaster Lebanon IU13
2.A.11 Agreement - TeleSystem

Board / School / Family Communications
2.A.12 Quote - IXL Learning - Professional Development
2.A.13 Updated 2026-2027 School Calendar
Recommended Motion(s):
Recommend the Board approve the Consent Agenda Items.

2.A.1. Board Meeting Minutes
Recommended Motion(s):

Recommend the Board approve the Minutes of the May 12, 2026 Board Meeting.

2.A.2. 2026-2027 SY Administrator Handbook
Recommended Motion(s):
Recommend the Board approve the 2026-2027 SY Administrator Handbook, as presented.

2.A.3. 2026-2027 SY Support Staff Handbook
Recommended Motion(s):
Recommend the Board approve the 2026-2027 SY Support Staff Handbook, as presented.

2.A.4. Curriculum & Instruction Budget Transfer
Recommended Motion(s):
Recommend the Board approve a budget transfer of $1,416.00 within the Curriculum & Instruction Department Budget to cover the deficit resulting from two developers being chosen to present at the Quality Matters Conference in Tucson, AZ in November 2025, a copy of which is attached.

2.A.5. Renewal - Assetworks Risk Management - Centurisk
Description: Assetworks Risk Management - Centurisk provides the annual fixed asset inventory and report.
This has been reviewed by the CEO and Business Administrator. It was previously reviewed by the Solicitor and the changes made since that time have been reviewed by the administrators.

Recommended Motion(s):
Recommend the Board approve the renewal with Assetworks Risk Management - Centurisk at a cost of $4,400.00 for the 2026-2027 SY, a copy of which is attached.

2.A.6. Dual Enrollment Agreement - Erie County Technical School
Description: Erie County Technical School provides a dual enrollment opportunity for 21CCCS students.
This has been reviewed by the CEO, Business Administrator and Director of Student Services.

Recommended Motion(s):
Recommend the Board approve the dual enrollment agreement with Erie County Technical School at a cost of $12,324.00 for the 2026-2027 SY, a copy of which is attached.

2.A.7. Dual Enrollment Agreement - Erie County Community College
Description: Erie County Community College provides a dual enrollment opportunity for 21CCCS students.
This has been reviewed by the CEO, Business Administrator and Director of Student Services.
Recommended Motion(s):
Recommend the Board approve the dual enrollment agreement with Erie County Community College for the 2026-2027 SY, a copy of which is attached.
Instructional costs will be covered by the College's Dual Credit Innovation Grant.

2.A.8. Renewal - Aveanna Healthcare
Description: Aveanna Healthcare provides related services.
This has been reviewed by the CEO, Business Administrator and Director of Student Services. It was previously reviewed by the Solicitor and the changes made since that time have been reviewed by the Administrative Team.

Recommended Motion(s):
Recommend the Board approve the renewal with Aveanna Healthcare at costs compliant with industry standards for the 2026-2027 SY, a copy of which is attached.

2.A.9. Agreement - Chester County IU - Zoom Room Connector License
Description: Chester County IU will provide the ability for Webex video conferencing systems to join Zoom meetings natively This license was previously purchased directly through Zoom, but the CCIU now has consortium pricing available to schools.
This has been reviewed by the CEO, Business Administrator and Director of Informational Technology.

Recommended Motion(s):
Recommend the Board approve the agreement with Chester County IU - Zoom Room Connector License at a cost of $540.00 for the 2026-2027 SY, a copy of which is attached.

2.A.10. Agreement - Lancaster Lebanon IU13
Description: Lancaster Lebanon IU13 will provide professional services and assist with the migration from Webex to MS Teams.
This has been reviewed by the CEO, Business Administrator and Director of Informational Technology.

Recommended Motion(s):

Recommend the Board approve the agreement with Lancaster Lebanon IU13 at a cost not to exceed $3,200.00 (only actual hours used will be invoiced) for the 2026-2027 SY, a copy of which is attached.

2.A.11. Agreement - TeleSystem
Description: TeleSystem will provide IP Phone Service for Microsoft Teams. This has been reviewed by the CEO, Business Administrator and Director of Informational Technology.

Recommended Motion(s):
Recommend the Board approve the agreement with TeleSystem at a cost of $2,189.40 for the 2026-2027 SY, a copy of which is attached.

2.A.12. Quote - IXL Learning Professional Development
Description: IXL Learning will provide professional development.
This has been reviewed by the CEO, Business Administrator and Director of Student Services.

Recommended Motion(s):
Recommend the Board approve the quote from IXL Learning at a cost of $1,595.00 for the 2026-2027 SY, a copy of which is attached.

2.A.13. Updated 2026-2027 School Calendar
Description: In order to provide a more equitable distribution of student days across all marking periods, there was an adjustment made to the end of the third marking period. This change provides additional days in the fourth marking period, which will help to balance student days over the course of the year and give students regular school days to compensate for state mandated testing days at the end of the year. In addition, we identified the report card distribution dates for the third and fourth marking periods.

Recommended Motion(s):
Recommend the Board approve an updated calendar for the 2026-2027 school year, a copy of which is attached.

3. **NEW BUSINESS**

3.A. 2026-2027 SY Final General Fund Budget
Recommended Motion(s):
Recommend the Board approve the 2026-2027 SY Final General Fund Budget, a copy of which is attached. This will be a roll call vote.

3.B. Resolution - Chief Executive Officer (CEO)
Description: Andrea Fox, our Board Chairperson, will make an announcement regarding this position.

Recommended Motion(s):
Recommend the Board approve the Resolution -Chief Executive Officer (CEO).

3.C. CEO - Employment Agreement
Recommended Motion(s):
Recommend the Board approve the CEO's Employment Agreement as presented.

3.D. One-Year Extension of Collective Bargaining Agreement for the 2026-2027 SY
Recommended Motion(s):
Recommend the Board approve a One-Year Extension of the Collective Bargaining Agreement for the 2026-2027 SY, pending legal review by counsel and final agreement by both parties prior to June 5, 2026. Further recommend the Board authorize the CEO and/or Board President to finalize and execute the associated Memorandum of Understanding and/or extension agreement in a form acceptable to the School Solicitor, pending final legal review and final agreement by both parties prior to June 5, 2026.

3.E. 2026-2027 SY Memorandum of Understanding 1 - Work from Home
Recommended Motion(s):
Recommend the Board approve the 2026-2027 SY Memorandum of Understanding 1 - Work from Home as presented, pending legal review by counsel and final agreement by both parties prior to June 30, 2026.

3.F. 2026-2027 SY Memorandum of Understanding 2 - Reduction in Force
Recommended Motion(s):
Recommend the Board approve the 2026-2027 SY Memorandum of Understanding 2 - Reduction in Force as presented, pending legal review by counsel and final agreement by both parties prior to June 30, 2026.

3.G. Confidential Settlement
Recommended Motion(s):
Recommend the Board approve the confidential settlement as presented.

4. **POLICIES AND ADMINISTRATIVE REGULATIONS**

4.A. Policies for First Reading
Description:

Recommend the Board review, in First Reading, the below listed policies. Copies of the recommended policies are attached.

Deleted Language - Red Strikethrough
Added Language - Highlighted in Yellow

Policy #	Policy Title	Description (Revised or New)
0001	Bylaws	Revised
0004	Qualifications and Services	Revised
0006	Meetings	Revised
7003	Public Comment in Board Meetings	Revised

4.B. Policies for Approval
Description: Deleted Language - Red Strikethrough
Added Language - Highlighted in Yellow

Policy #	Policy Name	Description
2021	Dress and Grooming	Revised
3025	Dress and Grooming	Revised

Recommended Motion(s):
Recommend the Board approve the policies, copies of which are attached. These were First Reading at the May Board Meeting. Copies of the policies are attached.

5. **BOARD MEMBER COMMENT**

6. **MEETING SCHEDULE**
Description:

This schedule reflects the Board Meetings for the 2025-2026 SY.

Board meetings are held virtually and are accessible by the public via a link on our website. They are held on the 2nd Tuesday of each month, August through May. There are no board meetings in June and July.
For Board Members, separate calendar invites have been sent for the Executive Sessions and the Board Meetings.
Executive Sessions are held at 4:00 p.m. and Board Meetings are held at 4:30 p.m. on the following dates:

August
September
October
November
December
January

February
March
April
May

7. **ADJOURNMENT**

Recommended Motion(s):

Recommend the Board adjourn the Board Meeting.

21ST CENTURY
CYBER CHARTER SCHOOL

Financial Update & Budget Adoption

2026-27 Final General Fund Budget

JUNE 1, 2026

Presented by Jonathon Shiota
BUSINESS ADMINISTRATOR

Executive Summary

- Updated enrollment projections further reduced anticipated tuition revenue
- Initial projected structural deficit increased from $5.5M to approximately $8.34M
- Administration implemented staffing, healthcare, and operational adjustments where feasible
- Projected deficit reduced to approximately $3.44M

Budget Changes Since April 2026

Item	Financial Impact
Tuition Revenue Reduction	($1.83M)
Salary & Benefit Reduction	+$4.89M
Adtl Department Reductions	+$85K
Offset Medical Increase	+$458K
Revised Projected Deficit	($3.44M)

Operational adjustments materially improved the projected financial position despite worsening revenue projections.

Revised Enrollment Projections

	Total Students	New Students	Aug ADM	June ADM
Original / Pre-Act 47	1165	675	750	900
Updated	964	400	694	750

Revised enrollment projections for the 2026-27 school year anticipate 56 less students in August and 150 less students in June than originally projected, resulting in $1.83M less in budgeted tuition revenue.

Healthcare & Benefit Stabilization

Original Projection

- Significant premium increases projected under current Cigna plan
- Healthcare costs represented a major budget driver

Implemented Strategy

- Transition from Cigna to Independence Blue Cross (IBC)
- Reduced projected healthcare cost growth (25.8% vs 44.8%)
- Reduced impact on expenditures and employee contributions

Plan Information		Current	Renewal	IBC Options
Carrier		Cigna	Cigna Renewal	IBC
Plan Description		OAP	OAP	PPO $30-$60 / $400 Rx: $3/$20/$40/$60
Coverage Level	**#**	**Monthly Premium**	**Monthly Premium**	**Monthly Premium**
Employee Only	32	$1,382.88	$2,002.25	$1,740.30
Employee/Child(ren)	5	$2,465.76	$3,570.14	$3,102.96
Employee/Spouse	15	$3,182.02	$4,607.21	$4,004.44
Family	24	$4,057.43	$5,874.70	$5,106.05
Total Monthly Cost		**$201,690**	**$292,024**	**$253,816**
Total Annual Cost		**$2,420,275**	**$3,504,284**	**$3,045,794**
$ Change from Current			**$1,084,009**	**$625,519**
% Change from Current			**44.8%**	**25.8%**

Staffing & Operational Alignment

- Staffing expenditures more closely aligned to revised enrollment and revenue projections
- Approximately 40 employee separations projected at the conclusion of 2025–26
- Salary and benefit reductions total approximately $4.81M
- Department expenditures further reduced through operational consolidation, with a total year over year reduction of $2.48M

Financial Impact of Expenditure Reductions

Key Financial Metrics	Revised 25-26	Proposed 26-27	$ Change	% Change
Compensation	$ 11,220,465	$ 8,481,728	$ (2,738,737)	-24.41%
Retirement & Taxes	$ 4,417,108	$ 3,399,318	$ (1,017,790)	-23.04%
Benefits	$ 2,236,323	$ 2,128,764	$ (107,559)	-4.81%
Department Budgets	$ 3,801,500	$ 2,881,500	$ (920,000)	-24.20%
Grant Expenditures (All)	$ 603,863	$ 538,863	$ (65,000)	-10.76%

Note: Benefits reduction is less due to significant premium increases heading into 2026-27

Proposed Final 2026-27 Budget

Key Financial Metrics	Revised 25-26	Proposed 26-27	$ Change	% Change
Total Revenue	$ 17,189,158	$ 13,981,728	$ (3,207,430)	-18.66%
Total Expenditures	$ 22,279,259	$ 17,430,173	$ (4,849,086)	-21.77%
Surplus/(Deficit)	**$ (5,090,101)**	**$ (3,448,445)**	$ 1,641,656	-32.25%
Ending Fund Balance	$ 18,085,484	$ 14,637,039	$ (3,448,445)	-19.07%

With a beginning fund balance of $18,085,484 we expect to utilize 19% in order to fund the projected $3.4 million deficit.

Proposed Final 2026-27 Budget

Ending Fund Balance 6.30.2026	**$**	**18,085,484**

REVENUES	Revised Budget	
Tuition Revenue	$	12,827,865
Other Local Revenue	$	799,930
State Revenue	$	45,746
Federal Revenue	$	308,187
Other Revenue	$	-
Total	**$**	**13,981,728**

EXPENDITURES	Revised Budget	
Compensation	$	8,481,728
Retirement & Taxes	$	3,399,318
Benefits	$	2,128,764
Department Expenditures	$	2,881,500
Grant Expenditures	$	538,863
Total	**$**	**17,430,173**

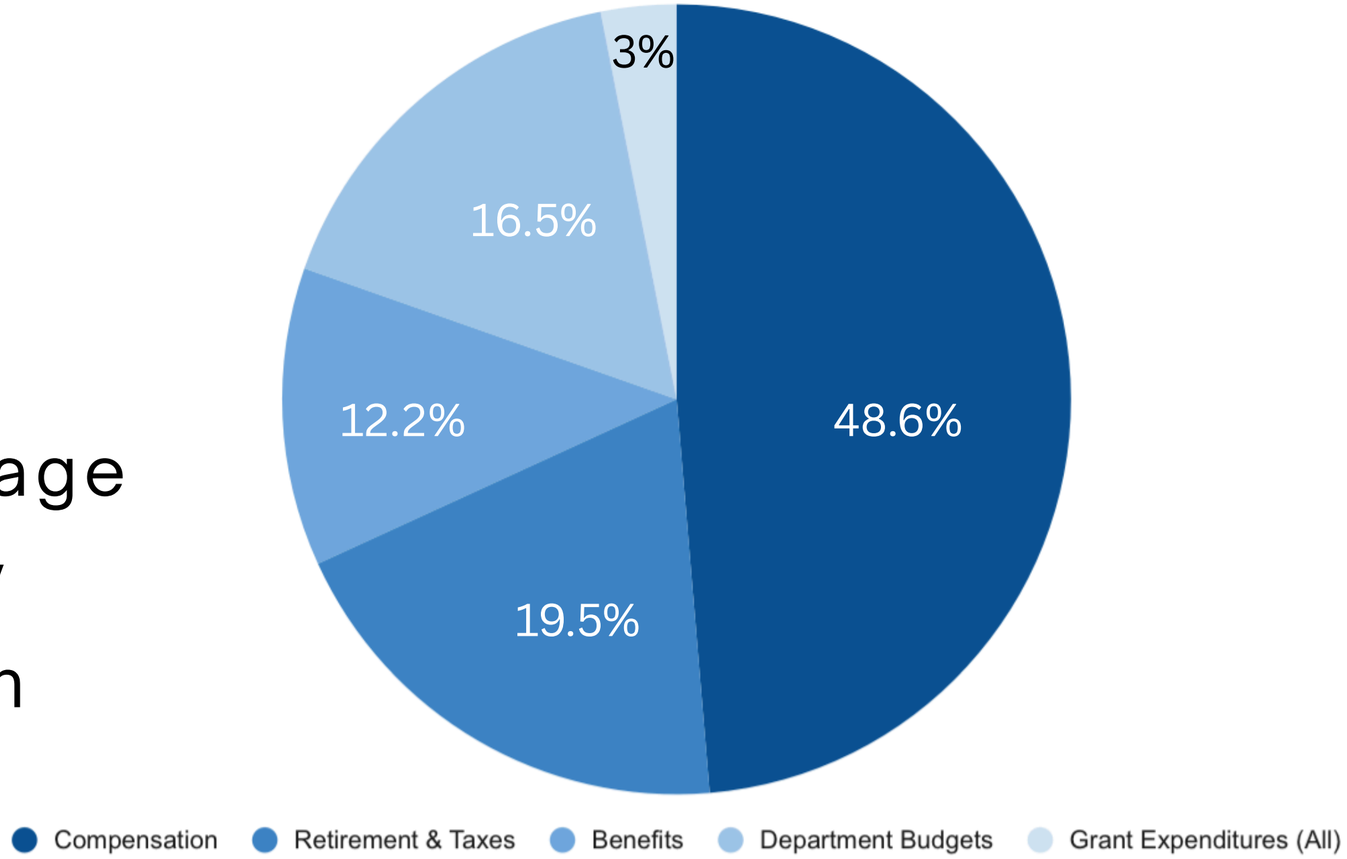
Surplus/(Deficit)	**$**	**(3,448,445)**
Projected Fund Balance 6.30.2027	**$**	**14,637,039**

Result: Deficit reduced from $8.34M to $3.44M ($4.9M Reduction)

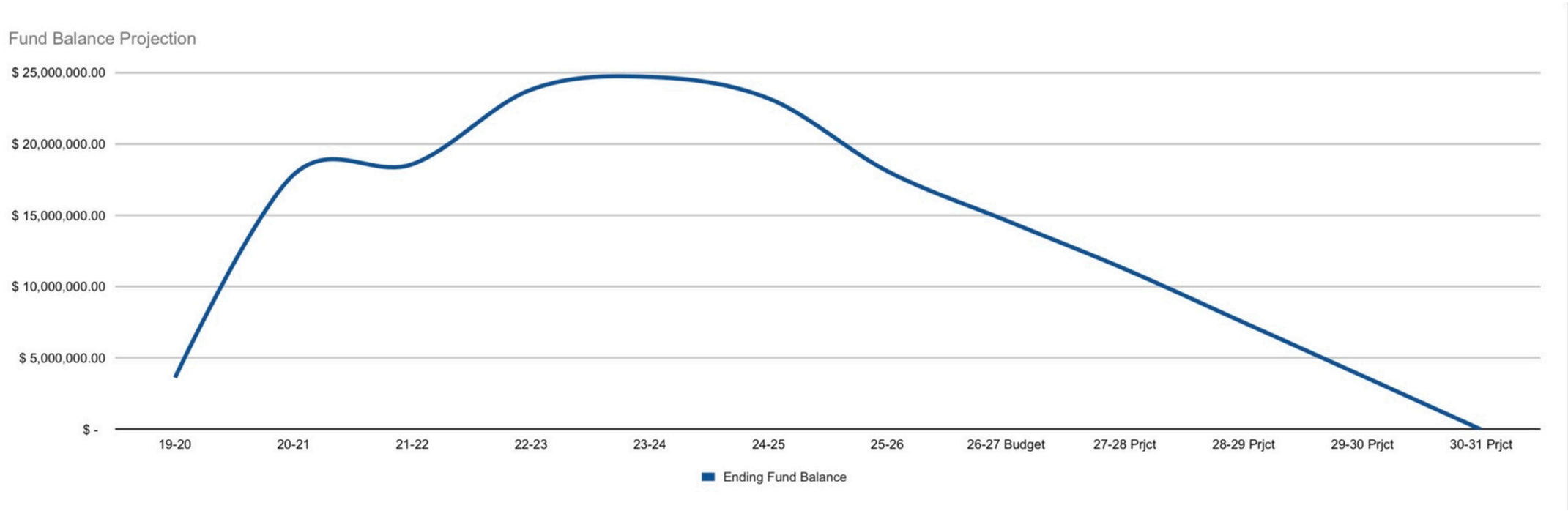
Major Budget Drivers

Personnel-related costs represent approximately 80% of total expenditures.

- Personnel & Benefits
- PSERS & FICA
- Special Education
- Insurance & Risk Coverage
- Information Technology
- Curriculum & Instruction



Fund Balance Trajectory & Sustainability



- Our structural deficit has decreased substantially but at 2026-27 projected expenditures and revenues, the fund balance is projected to decline substantially by the 2030-31 fiscal year if structural deficits continue.
- Sustained operating gaps would materially reduce the school's financial flexibility.
- Preserving fund balance supports enrollment variability, compliance, and continuity of services.

Remaining Financial Risks

- Enrollment variability
- Legislative uncertainty
- Healthcare inflation
- Special Education cost growth
- Operational inflationary pressures

Administration Recommendation

- Approval of the 2026-27 General Fund Budget
- Approval of incorporated operational adjustments
- Continued financial monitoring throughout 2026-27

Board Meeting - May 12 2026 Minutes

Tuesday, May 12, 2026 at 4:30 PM

Virtual

Page

1. MEETING OPENING

1.1 Call to Order - Roll Call

The Board Chairperson will call the board meeting to order and the Board Secretary will document attendance while the Mission Statement is read.

Mission Statement

To foster a student-centered experience that inspires and empowers our learners through engaging curriculum facilitated by supportive educators to develop the whole individual.

Members Present: Andrea Fox, Marlene Fares, Mollie Burnett, David McConnell, Lindsey Swigart

Non Members Present: Dr. Matthew Flannery - CEO, Lisa Iozzi - Board Secretary, Kevin McKenna, Esquire - Solicitor, Jonathon Shiota - Business Administrator, Jason Palaia - Director of Student Services, Dr. Nora Wheeler - Director of Curriculum, Instruction & Assessment, Mike Matz - Director of Information Technology, Dr. Monica Frank - High School Principal, Dr. Kelly Sherbondy - Assistant Principal, Melody Dunn - Assistant Principal, Dr. Heather Messenger - Supervisor of Student Services, Patti Dahl - Supervisor of Special Education, Megan Stellfox - Student Support Manager/PIMS, George Wade - Information Technology Services Manager, Jill Shomper - ISD Tech Developer, Ben Ozgur - Marketing Specialist, 21CCCS Staff - Erin King, Krista Karnbauer, Sarah Danny, Shawn McCreary, Christina Lockard, Brittany Bill, Veronica Danahy, Paige Copper, Marife Beidler, Sanna McCoy, Jill Faunce, Joe Matthews, Lauren Andrulewich, Claire Wilson, Lisa Moynihan, Chelsey Staub, Brian Donnelly, Irene Zulkowski, Amanda Alszowy, Emily Shank, Julie Maloney, Melanie Crescenz, Tara Rulon, Nicole Sendecki, Galen Kreiser

The Board Meeting was called to order by Ms. Andrea Fox at 4:32 p.m.

1.2 Notification of Recording

All Board Meetings for the 21st Century Cyber Charter School are audio recorded for the purposes of creating the Minutes.

1.3 Pledge of Allegiance

The Board of Trustees will recite the Pledge of Allegiance.

1.4 Executive Session Announcement

Executive Sessions were held on April 27, 2026 and immediately prior to this meeting. Possible topic discussions were litigation, personnel, real estate, confidential legal issues and negotiations.

1.5 CEO and Administrative Reports 24

Elevating the Digital Classroom Presentation

Dr. Nora Wheeler, Director of Curriculum, Instruction & Assessment, and Chrissy Lockard, Science Developer, will provide a Year-End Review Report.

Year-End Review Report 2025.pdf

SOAR Academy Update

Dr. Monica Frank, High School Principal, will provide an update on the SOAR Academy.

SOAR Board Presentation 2026.pdf

Middle School Attendance Awards

During the third quarter of the 2025–2026 school year, our middle school proudly recognized students who demonstrated a strong commitment to attendance. This quarter marked our highest total for attendance recognition of the school year. A total of 103 students earned the Perfect Attendance award by attending school every day of the quarter, and 27 students received the Diligent Attendance award for having two or fewer absences. Each recipient was acknowledged with a congratulatory message from the principal, an award certificate, and a ribbon. We are proud to celebrate these students for making attendance a priority and showing dedication to their education.

Middle School Title I Year in Review

Please take a few moments to watch our Middle School Title I Program Year in Review video. It highlights the growth, activities, and achievements we have celebrated throughout the year. We are proud of all that our students, staff, and families have accomplished together!

MTSS Symposium

Members of our MTSS Core Team attended the Chester County Intermediate Unit MTSS Symposium at Fluxspace in Norristown. The symposium focused on building a more integrated Multi-Tiered System of Support that aligns academic, behavioral, and social-emotional supports into one cohesive system.

Key takeaways included the importance of using data to guide decision-making, streamlining systems and workflows to improve efficiency, and strengthening collaboration among staff. The team also explored how aligning initiatives such as PBIS, Restorative Practices, and social-emotional learning can create a more consistent and responsive approach to meeting increasingly complex student needs.

These insights will support our ongoing efforts to strengthen our MTSS framework and ensure all students receive the support they need to succeed.



First Friday in Coatesville

Representatives from 21st Century Cyber Charter School participated in the First Friday community event in Coatesville as part of ongoing marketing and outreach efforts. This event provided an opportunity to engage directly with families, share information about the school's programs and supports, and highlight the flexibility and personalized learning opportunities available to students.

Staff connected with prospective families, answered questions, and distributed promotional materials to increase awareness and interest in enrollment. Participation in community-based events such as First Friday supports the school's strategic goal of expanding visibility, strengthening community partnerships, and attracting new students.



MTSS Survey and Focus Group Results

The results of the MTSS Survey and staff and family focus groups were presented to staff on May 6th, providing valuable insights into strengths, challenges, and opportunities within our Multi-Tiered System of Supports framework. The presentation highlighted key themes related to communication, consistency of implementation, and overall understanding of MTSS practices across the school.

To further promote transparency and keep families informed, a recorded version of the presentation was shared with families on May 7th. This effort supports ongoing communication, encourages stakeholder engagement, and reinforces the school's commitment to continuous improvement and collaboration.

Presentation Link: MTSS and Focus Group Presentation



Honor Roll Data 2025-26 School Year

	Students with Distinguished Honors 3.75+ GPA	Students with High Honors 3.50 - 3.74 GPA	Students with Honors 3.00 - 3.49 GPA	Total Students
HS Q1	188	39	74	301
HS Q2	154	37	81	272
HS Q3	149	40	75	264
MS Q1	43	9	18	70
MS Q2	45	9	10	64
MS Q3	47	6	19	72

Summer School Information

Summer school registration for both Original Credit and Credit Recovery courses opens on April 7, 2026 and closes on June 24, 2026. Original Credit and Credit

Recovery courses run from June 22, 2026 through July 30, 2026. We are actively marketing our summer program by calling it Flex-Ed and trying to attract non-21ccs students.

Field Trips & Adventure Club

On Friday, March 20, students, families and staff attended a field trip to the Da Vinci Science Center in Allentown, PA. Guests explored the science museum, learning about natural eco systems, physics, and biology, including a guided tour of the BodyWorlds exhibit. The event was attended by a combination of 66 students, adults, and staff.

On April 16th, the Adventure Club enjoyed a fun-filled trip to a Pittsburgh Pirates baseball game taking on the Washington Nationals. It also marked the Pirates education day game, where students were given workbooks filled with baseball statistics and small projects for them to complete. It was a beautiful day for us to attend and enjoy a great game with 25 total tickets sold in our group. Both staff and students were in attendance, making it a memorable outing full of team spirit and shared excitement. It was a fantastic opportunity to bond outside the classroom and cheer on the Pirates together!

Our recent field trip on April 17th to the Palmer Museum of Art and The Arboretum at Penn State University was a shining example of what makes our cyber school community so unique. While our daily learning happens across screens, these outings remind us that the heart of our school is the face-to-face connections between our students and families. We had staff, students, and adults in attendance for a total of 54.

It was a beautiful day with plenty of sunshine to explore the grounds of the Arboretum after exploring the world-class galleries of the Palmer Museum inside. Whether it was discussing a specific piece of modern art or identifying local plant species, the day was filled with "lightbulb moments" that only hands-on learning can provide. One of the most heartwarming aspects of our field trips is that they aren't just for students—they are family affairs. Because we are a cyber school, we have the flexibility to invite parents, siblings, and extended family to join the adventure. For this one we even had cousins attending together! This unique structure allows our families to keep their bonds tight while pursuing a high-quality education. It turns a standard school day into a shared memory. As one of our staff members noted, *"I would have loved to have had the opportunity to attend school with all of my cousins!"* We are proud to offer a learning environment where academic excellence and family heritage go hand in hand. Thank you to everyone who came out to make this day at Penn State so special!

Junior/Senior Social

Our Junior/Senior Social was held on Saturday, April 18th at both the Murrysville and West Chester locations. Students met with their classmates to celebrate their achievements and share in some well deserved fun. They had lunch, snacks and got to decorate caps for graduation. Students were able to get crafty had a great time creating decorations for the prom. It was a fun-filled event for all who attended. Please see some of the fun here:





Special Education Count as of April 20, 2026

GRADE	ACTIVE TOTAL STUDENTS	IEP	GIEP	504	ACTIVE TOTAL IEP, GIEP 504

6	35	6	0	1	7
7	50	9	2	4	15
8	85	19	1	8	28
9	182	56	2	19	77
10	173	48	1	14	63
11	204	52	1	15	68
12	186	39	3	16	58
Total	915	229	10	77	316
Percentage		25%	1%	9%	35%

1.6 Public Comment

The Board Chairperson will inquire with the Board Secretary as to whether or not anyone has requested to make public comment at today's meeting.

Per Policy 0006 (Meetings):

Public Participation

At each public Board meeting, prior to official action by the Board, an opportunity shall be provided for public comment, in accordance with law and Board procedures and policy.

A request to make a public comment must be made to the Board Secretary by 7:30 a.m. the day before a scheduled board meeting via email. The request to make a public comment must include the person's name, email address, role (parent, student, staff, member of the public) and topic they would like to present, keeping in mind that they will have 3 minutes to speak.

Per Policy 7003 (Public Participation in Board Meetings):

Guidelines

Whenever issues identified by a public participant are subject to remediation under policies and procedures of the Board, they shall be dealt with in accordance with those policies and procedures and the organizational structure of the Charter School.

The Board requires that public participants be:

1. Residents or taxpayers of Commonwealth of Pennsylvania.

2. Any representative of a firm eligible to bid on materials or services solicited by the Board.
3. Any Charter School employee, student or student's parent/guardian.

Participants must be recognized by the presiding officer and must preface their comments by an announcement of their name, address, and group affiliation if applicable.

Each statement made by a participant shall be limited to 3 minutes duration.

All statements shall be directed to the presiding officer; no participant may address or question Trustees individually.

The presiding officer may:

1. Interrupt or terminate a public participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or not subject to official action or deliberation by the Board.
2. Request any individual to leave the meeting when that person does not observe reasonable decorum.
3. Request the assistance of law enforcement officers to remove a disorderly person when the person's conduct interferes with the orderly progress of the meeting.
4. Call a recess or adjourn to another time when the lack of public decorum interferes with the orderly conduct of the meeting.

The portion of the meeting during which the public is invited to speak shall be limited to 30 minutes.

Electronic recording devices and cameras, in addition to those used as official recording devices, shall be permitted at public meetings under guidelines established and posted by the Board.

No placards or banners will be permitted within the meeting room.

The meeting agenda and all pertinent public documents shall be available to the public at the meetings.

2. ORGANIZATION OF THE BOARD

2.1 Renewal of Term for Board Member

Recommend the Board renew the term of Board Member, Lindsey Swigart, as presented. Ms. Swigart will abstain from voting.

Moved by: Andrea Fox; seconded by: Marlene Fares

Yea: Andrea Fox, Mollie Burnett, Marlene Fares, and David McConnell

Abstain: Lindsey Swigart

Motion Carries 4-0

Lindsey Swigart, Seat 4, will renew her 3 year term ending May 9, 2026. Ms. Swigart entered her current term on January 13, 2026 (filling the vacancy of Seat 4) and will now renew through May 9, 2029.

2.2 Resignation of Board Member, Mollie Burnett

Recommend the Board approve the resignation of Board Member, Ms. Mollie Burnett,

Parent Representative, effective end of day June 10, 2026. Ms. Burnett will abstain from voting.

Moved by: Andrea Fox; seconded by: David McConnell

Yea: Lindsey Swigart, Andrea Fox, Marlene Fares, and David McConnell

Abstain: Mollie Burnett

Motion Carries 4-0

Ms. Mollie Burnett held Parent Representative Seat 3. Her letter of resignation is attached.

We thank Mollie Burnett for the time she spent and work she provided in her capacity as a board member.

Mollie Burnett - Letter of Resignation.pdf

2.3 Oath of Office

The Oath will now be administered by the solicitor's office to Lindsey Swigart. This is for purposes of the public witnessing the administering of the Oath. The Oath of Office will also be administered again to Lindsey Swigart by an in-person Notary following this board meeting.

"I do solemnly swear that I will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth and that I will discharge the duties of my office with fidelity."

3. APPROVAL OF MINUTES

3.1 Approval of Minutes

Recommend the Board approve the minutes of the April 14, 2026 Board Meeting.

Moved by: Andrea Fox; seconded by: Mollie Burnett

Yea: Lindsey Swigart, Andrea Fox, Mollie Burnett, Marlene Fares, and David McConnell

Motion Carries 5-0

Board Meeting - Apr 14 2026 - Minutes - Html

4. CONSENT AGENDA

4.1 Review of Consent Agenda Items

Recommend the Board approve the Consent Agenda items.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

The Consent Agenda Items (Listed by Department) Include:

Financial

4.2 Treasurer's Report & Board Summary Report - March & April 2026

4.3 Expenditure Report (March & April 2026) and Void Payment Report (April 2026)

4.4 Form 990

Human Resources

4.5 Personnel Actions

4.6 Updated Nurse Performance Evaluation Rubric - 2026-2027 SY

4.7 Renewal - Frontline

Curriculum

4.8 Agreement - Voyager Sopris Learning

4.9 Renewal - Discovery Education - Pivot

4.10 Addendum to the Terms & Conditions of the Renewal with IXL

4.11 Renewal - Panopto

4.12 Dual Enrollment Agreement - Pennsylvania Western University

4.13 Dual Enrollment Agreement - Butler Community College

Special Education

4.14 Agreement - TeachTown

4.15 Renewal - Learnwell Hospital Academic Services

4.16 Renewal - Berks County Intermediate Unit

4.17 Renewal - Care Options for Kids

4.18 Renewal - Delta-T Group

4.19 Renewal - Millennium Limousine Group

4.20 Agreement - RCM Technologies dba RCM Healthcare Services

Technology

4.21 Renewal - Chester County Intermediate Unit - TechEd Pool Counsel

4.22 Renewal - Chester County Intermediate Unit - Zscaler

4.23 Renewal - AgileBits - 1 Password

Marketing

4.24 Renewal - Salesforce

Facilities

4.25 Renewal - A.J. Blosenski

4.26 Renewal - Baxter Landscape - Snow

4.27 Renewal - Baxter Landscape - Grounds

4.28 Renewal - Brandywine Maintenance

4.29 Renewal - Cooper Mechanical

4.30 Renewal - Cummins

4.31 Renewal - DVL

4.32 Renewal - Ehrlich Pest Control

4.33 Renewal - ServiceMaster

4.34 Renewal - Vector Security

Board / School / Family Communication

4.35 Revision to 2026-2027 SY Student Parent Handbook

4.2 Treasurer's Report and Board Summary Report - March & April 2026

Recommend the Board approve the March & April 2026 Treasurer's Reports and Board Summary Reports as presented.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Treasurer's Report - March 2026.pdf

Board Summary Report - March 2026.pdf

Treasurer Report - April 2026.pdf

Board Summary Report - April 2026.pdf

4.3 Expenditure Reports (March & April 2026) and Void Payment Report (April 2026)

Recommend the Board approve the March & April 2026 Expenditure Reports and Void Payment Report (April 2026) as presented.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Expenditure Report - March 2026.pdf

Expenditure Report - April 2026.pdf

Void Payment Report - April 2026.pdf

4.4 Form 990

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

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

The return was prepared by Barbacane, Thornton & Company and it covers the period of July 1, 2024 through June 30, 2025. IRS Rules and Regulations require the Board to review tax returns. An e-File signature page is also attached.

21st Century 990 DRAFT.pdf

eFiling Authorization - IRS Tax Return.pdf

4.5 Personnel Actions

Recommend the Board approve the routine personnel actions as presented (pending

satisfactory completion of pre-employment paperwork for new hires).

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

New Hire / Rehire: 0

Transfer / Classification Change: 0

LOA Request: 2

Additional Duties: 22

Supplementals/Stipends: 0

Retire/Resign/Terminations: 3

May 12, 2026 Board Personnel Actions - May 12, 2026.pdf

4.6 Updated Nurse Performance Evaluation Rubric - 2026-2027 SY

Recommend the Board approve the updated Nurse Evaluation Rubric for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

We revised our current evaluation tool for a role-specific evaluation rubric for our school nurse to ensure it more accurately reflects the responsibilities and expectations of the position.

The new evaluation rubric will be implemented beginning in the 2026–2027 school year.

Nurse Rubric.pdf

4.7 Renewal - Frontline

Recommend the Board approve the renewal with Frontline at a cost of $15,789.96 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Frontline provides employee evaluation management, professional learning management and applicant tracking.

This has been reviewed by the CEO, Business Administrator and HR Generalist.

Frontline.pdf

4.8 Quote - Voyager Sopris Learning

Recommend the Board approve the quote from Voyager Sopris Learning at a cost of $14,218.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Voyager Sopris Learning will provide research based reading, writing and mathematic intervention programs and assessments for K-12 students.

This has been reviewed by our CEO, Business Administrator and Director of Student Services.

Voyager Sopris Learning.pdf

4.9 Renewal - Discovery Education - Pivot

Recommend the Board approve the renewal with Discovery Education - Pivot at a cost of $2,747.25 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Discovery Education - Pivot provides interactive video-based science activities.

This has been reviewed by the CEO, Business Administrator and Director of Curriculum, Instruction & Assessment. It was previously reviewed by the Solicitor and the changes since that time have been reviewed by this administrative team.

Discovery Education Pivot.pdf

4.10 Addendum to the Terms & Conditions of the Renewal with IXL

Recommend the Board approve the Addendum to the Terms & Conditions of the Renewal with IXL, a copy of which is attached. IXL was approved at the April 2026 Board Meeting

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

IXL provides software licensing for Math, Science, Social Studies, ELA and Spanish.

This has been reviewed by the CEO, Business Administrator and Director of Curriculum, Instruction & Assessment.

IXL.pdf

4.11 Renewal - Panopto

Recommend the Board approve the renewal with Panopto at a cost of $15,000.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Panopto provides a video hosting platform.

This has been reviewed by the CEO, Business Administrator and Director of Curriculum, Instruction & Assessment Solicitor. It was previously reviewed by the Solicitor and no changes have been made since that time.

Panopto.pdf

4.12 Dual Enrollment Agreement - Pennsylvania Western University

Recommend the Board approve the dual enrollment agreement with Pennsylvania Western University at a cost of $75.00 per credit for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Pennsylvania Western University will provide a dual enrollment opportunity for 21CCCS students.

This has been reviewed by the CEO, Business Administrator and Director of Student Services.

Pennsylvania Western University.pdf

4.13 Dual Enrollment Agreement - Butler Community College

Recommend the Board approve the dual enrollment agreement with Butler Community College at a cost of $211.00 per credit for Bucks County residents and $314.00 per credit for out-of-county residents, along with a $25.00 per credit technology fee for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Butler Community College will provide a dual enrollment opportunity for 21CCCS students.

This has been reviewed by the CEO, Business Administrator and Director of Student Services.

Butler County Community College.pdf

4.14 Quote - TeachTown

Recommend the Board approve the quote from TeachTown at a cost of $7,925.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

TeachTown will provide special education curriculum software.

This has been reviewed by the CEO, Business Administrator and Director of Student Services.

TeachTown.pdf

4.15 Renewal - Learnwell Hospital Academic Services

Recommend the Board approve the renewal with Learnwell Hospital Academic Services at a cost of $55.70 per hour up to 10 hours per week and an additional 33% for administrative and preparation time services (1 hour per 3 hours of teaching) for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

This has been reviewed by the CEO, Business Administrator and Director of Student Services. It was previously reviewed by the Solicitor and no changes have been made since that time.

Learnwell Hospital Academic Services.pdf

4.16 Renewal - Berks County Intermediate Unit

Recommend the Board approve the renewal with Berks County Intermediate Unit at a costs compliant with industry standards for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Berks County Intermediate Unit provides related services.

This has been reviewed by the CEO, Business Administrator and Director of Student Services. It was previously reviewed by the Solicitor and no changes have been made

since that time.

Berks County IU.pdf

4.17 Renewal - Care Options for Kids

Recommend the Board approve the renewal with Care Options for Kids at a costs compliant with industry standards for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Care Options for Kids provides related services.

This has been reviewed by the CEO, Business Administrator and Director of Student Services. It was previously reviewed by the Solicitor and no changes have been made since that time.

Care Options for Kids.pdf

4.18 Renewal - Delta-T Group

Recommend the Board approve the renewal with Delta-T Group at a costs compliant with industry standards for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

4.19 Renewal - Millennium Limousine Group

Recommend the Board approve the renewal agreement with Millennium Limousine Group at a cost of $85.00 each way and/or $170.00 round trip for each student for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Millennium Limousine Group provides student transportation services.

This has been reviewed by the CEO, Business Administrator and Director of Student Services. It was previously reviewed by the Solicitor and no changes have been made since that time.

Millenium Limousine Group.pdf

4.20 Agreement - RCM Technologies dba RCM Healthcare Services

Recommend the Board approve the agreement with RCM Technologies dba RCM Healthcare Services at costs compliant with industry standards for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

RCM Technologies dba RCM Healthcare Services provides related services.

This has been reviewed by the CEO, Business Administrator, Director of Student Services and Solicitor.

RCM Technologies dba RCM Healthcare Services.pdf

4.21 Renewal - Chester County Intermediate Unit - TechEd Pool Counsel

Recommend the Board approve the renewal with Chester County Intermediate Unit -

TechEd Pool Counsel at a cost of $1,500.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Chester County Intermediate Unit provides membership for the TechEd Pool Counsel.

This has been reviewed by the CEO, Business Administrator and Director of Informational Technology.

Chester County IU - TechEd Pool Counsel.pdf

4.22 Renewal - Chester County Intermediate Unit - Zscaler

Recommend the Board approve the renewal with Chester County Intermediate Unit - Zscaler at a cost of $18,500.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Chester County Intermediate Unit - Zscaler provides content filtering, threat protection, compliance of data privacy and bandwidth optimization for all computers.

This has been reviewed by the CEO, Business Administrator and Director of Informational Technology. Zscaler replaced Linewize which was previously reviewed by the Solicitor.

Chester County IU - Zscaler.pdf

4.23 Renewal - AgileBits - 1 Password

Recommend the Board approve the renewal with AgileBits - 1 Password at a cost of $10,786.50 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

AgileBits - 1 Password provides password management software for the staff.

This has been reviewed by the CEO, Business Administrator and Director of Informational Technology.

AgileBits - 1 Password.pdf

4.24 Renewal - Salesforce

Recommend the Board approve the renewal with Salesforce at a cost of $42,156.60 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Salesforce provides CRM unlimited package and marketing cloud with ongoing support with Tableau Plus Creator and Viewer.

This has been reviewed by the CEO, Business Administrator and Marketing Specialist. It was previously reviewed by the Solicitor and no changes have been made since that time.

Salesforce.pdf

4.25 Renewal - A.J. Blosenski

Recommend the Board approve the renewal with A.J. Blosenski at a cost of $4,815.84 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

A.J. Blosenski provides waste and recycling management at the West Chester location.

This has been reviewed by the CEO, Business Administrator and Facilities Manager. This was previously reviewed by the Solicitor and no changes have been made since that time.

A.J. Blosenski.pdf

4.26 Renewal - Baxter Landscape (Snow)

Recommend the Board approve the renewal with Baxter Landscape (Snow) at a cost of $9,845.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Baxter Landscape provides snow removal at the West Chester Location.

This has been reviewed by the CEO, Business Administrator and Facilities Manager. This was previously reviewed by the Solicitor and no changes have been made since that time.

Baxter Landscape Contracting - Snow.pdf

4.27 Renewal - Baxter Landscape (Grounds)

Recommend the Board approve the renewal with Baxter Landscape (Grounds) at a cost of $22,775.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Baxter Landscape (Grounds) provides landscaping services at the West Chester location.

This has been reviewed by the CEO, Business Administrator and Facilities Manager. This was previously reviewed by the Solicitor and no changes have been made since that time.

Baxter Landscape Contracting - Grounds.pdf

4.28 Renewal - Brandywine Maintenance

Recommend the Board approve the renewal with Brandywine Maintenance at a cost of $78,000.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Brandywine Maintenance provides janitorial service and supplies at the West Chester location.

This has been reviewed by the CEO, Business Administrator and Facilities Manager. This was previously reviewed by the Solicitor and no changes have been made since that time.

Brandywine Maintenance.pdf

4.29 Renewal - Cooper Mechanical

Recommend the Board approve the renewal with Cooper Mechanical at a cost of

$1,265.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Cooper Mechanical provides yearly sprinkler and backflow prevention inspection.

This has been reviewed by the CEO, Business Administrator and Facilities Manager. This was previously reviewed by the Solicitor and no changes have been made since that time.

Cooper Mechanical.pdf

4.30 Renewal - Cummins

Recommend the Board approve the renewal with Cummins at a cost of $3,869.78 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Cummins provides generator maintenance at the West Chester location.

This has been reviewed by the CEO, Business Administrator and Facilities Manager. This was previously reviewed by the Solicitor and the changes have been reviewed by this administrative team.

Cummins.pdf

4.31 Renewal - DVL

Recommend the Board approve the renewal with DVL at a cost of $5,315.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

DVL provides Server Room CRAC unit maintenance at the West Chester location.

This has been reviewed by the CEO, Business Administrator and Facilities Manager. This was previously reviewed by the Solicitor and no changes have been made since that time.

DVL.pdf

4.32 Renewal - Ehrlich Pest Control

Recommend the Board approve the renewal with Ehrlich Pest Control at a cost of $4,094.28 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

4.33 Renewal - ServiceMaster

Recommend the Board approve the renewal with ServiceMaster at a cost of $19,200.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

ServiceMaster provides janitorial maintenance and supplies at the Murrysville location.

This has been reviewed by the CEO, Business Administrator and Facilities Manager. This

was previously reviewed by the Solicitor and no changes have been made since that time.

ServiceMaster.pdf

4.34 Renewal - Vector Security

Recommend the Board approve the renewal with Vector Security at a cost of $6,475.32 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

Vector Security - West Chester provides burglar alarm monitoring and maintenance at the West Chester location.

This has been reviewed by the CEO, Business Administrator and Facilities Manager. This was previously reviewed by the Solicitor and the changes have been reviewed by this administrative team.

Vector Security - West Chester.pdf

4.35 Revision to 2026-2027 SY Student Parent Handbook

Recommend the Board approve the revision to Section 1.4, which provides compliance with Act 47, of the 2026-2027 SY Student Parent Handbook. A copy of the revised handbook is attached.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

2026-2027 SY Student Parent Handbook - Revised.pdf

5. NEW BUSINESS

5.1 Agreement - Bent Creek Services and Keystone BoardBook

Recommend the Board ratify the agreement with Bent Creek Services and Keystone BoardBook at a cost of $6,271.00 for the 2026-2027 SY, a copy of which is attached.

Moved by: Andrea Fox; seconded by: David McConnell

Carried

Keystone BoardBook will replace Diligent as our board agenda management platform. Keystone BoardBook also works directly with Bent Creek Services for our Board Policy and Administrative Regulations so agendas, minutes, policies and administrative regulations will be accessible under one platform. It is a significant cost savings from Diligent which would have been approximately $14,000.00 for the 2026-2027 SY.

This has been reviewed by our CEO and Business Administrator.

Bent Creek and Keystone.pdf

5.2 Confidential Dismissal Order

Recommend the Board approve the Confidential Dismissal Order as presented.

Moved by: Andrea Fox; seconded by: Mollie Burnett

Carried

5.3 Reduction in Force / Staff

Recommend the Board of Trustees approve a reduction in force/staff not to exceed 40

staff members. These reductions would take effect at the close of business on the final pay period of the school year. The administration would be authorized to implement this action in accordance with all applicable laws, contracts and school policies.

Moved by: Andrea Fox; seconded by: Marlene Fares

6. POLICIES AND ADMINISTRATIVE REGULATIONS

6.1 Revised Administrative Regulations 455

The below administrative regulations have been revised and/or created. No action as needed as this is for informational purposes only. A copy of the administrative regulations are attached.

Deleted Language - Red Strikethrough

Added Language - Highlighted in Yellow

Administrative Regulation #	Administrative Regulation Title	Description
1022.1-AR-1	Noncurriculum-Related, Nonschool-Sponsored, Student-Initiated Group Student Acknowledgement Form	New
1022.1-AR-2	Request for Noncurriculum-Related, Nonschool-Sponsored, Student-Initiated Group	New
2001-AR-1	Enrollment Notification Form	Revised
3025-AR-1	Procedures for Dress and Grooming	Revised
5009-AR-3	Identification Badges	New

1022.1-AR-1.pdf

1022.1-AR-2.pdf

2001-AR-1.pdf

3025-AR-1.pdf

5009-AR-3.pdf

6.2 New Policies for First Reading 469

Recommend the Board review, in First Reading, the below listed policies. A copy of the recommended policies are attached.

Deleted Language - Red Strikethrough

Added Language - Highlighted in Yellow

Policy #	Policy Name	Description
2021	Dress and Grooming	Revised
3025	Dress and Grooming	Revised

2021.pdf

3025.pdf

6.3 Revised Policies for Approval

Recommend the Board approve the new policy as presented. These policies were First Reading at the April Board Meeting.

Moved by: Andrea Fox; seconded by: Lindsey Swigart

Carried

A copy of the recommended policy is attached.

Deleted Language - Red Strikethrough

Added Language - Highlighted in Yellow

Policy #	Policy Name	Description
1022.1	Noncurriculum-Related, Nonschool-Sponsored, Student-Initiated Groups	New

1022.1.pdf

2036.1.pdf

6.4 Policy for Approval

Recommend the Board approve the revised policy to be in compliance with PA Code as presented. A copy of the policy is attached.

Moved by: Andrea Fox; seconded by: David McConnell

Carried

7. BOARD MEMBER COMMENT

Andrea Fox congratulated 21CCCS on the work accomplished with SOAR Academy indicating the numbers were phenomenal.

8. MEETING SCHEDULE

The schedule below reflects the Board Meetings for the 2026-2027 SY.

Board meetings are held virtually and are accessible by the public via a link on our website. They are held on the 2nd Tuesday of each month, August through May.

For Board Members, separate calendar invites will be sent for the Executive Sessions (4:00 p.m.) and the Board Meetings (4:30 p.m.) for the following dates:

Board Meetings

August 11, 2026

September 8, 2026

October 13, 2026

November 10, 2026

December 8, 2026

January 12, 2027

February 9, 2027

March 9, 2027

April 13, 2027

May 11, 2027

9. ADJOURNMENT

Recommend the Board adjourn the Board Meeting.

The Board Meeting was adjourned at 4:58 p.m.

Moved by: Andrea Fox; seconded by: David McConnell

Carried

Chief Executive Officer (Chief Administrator)

Budget Transfer Request Form

2025-26 School Year

Budget Manager Name: Dr. Nora Wheeler

Date of Request: 5/20/26

Budget Manager Signature: Nora Wheeler (May 20, 2026 11:19:44 EDT) 05/20/2026

Supervisor Signature: 05/20/2026

Transfer From Account	$ Amount	Transfer To Account	$ Amount	Reason
10-2220-580-000-00-000-000-000-0110	1000.	10-2240-580-000-00-000-000-000-0110	1000.00	To cover deficit in 10-2240-580
10-2260-580-000-00-000-000-000-0110	416.00	10-2240-580-000-00-000-000-000-0110	416.00	To cover deficit in 10-2240-580
				*The Deficit in account 10-2240-580 Is due to two developers being chosen to present at the Quality Matters Conference in Tucson AZ in November, 2025.

For Business Office Use Only:

Business Administrator Approval:

Date of BA Approval: 5/22/2026

Date of Board Approval:

Date Posted in CSIU:

CHANGE ORDER AMENDMENT NO. 1

TO

STATEMENT OF WORK NO. 1

This Change Order Amendment No. 1 ("Amendment") to the Master Service Agreement dated March 18, 2025 ("Agreement") is effective on the date of the signature below ("Amendment Effective Date") and entered into between 21st Century Cyber Charter School ("Customer") and AssetWorks Risk Management Inc. d/b/a Centurisk. The parties agree as follows:

1. Statement of Work No. 1 dated March 18, 2025 ("SOW #1") of the Agreement is amended as follows:

i. Centurisk to provide fixed asset inventory services in 2026 at the total cost of $4,400

2. The parties have reviewed, discussed, and accepted the contents of this Change Order Amendment.

3. Except as expressly provided in this Amendment, SOW #1 and the Agreement remain in full force and effect.

The parties, through their authorized representatives, have executed this Amendment as of the Amendment Effective Date.

CUSTOMER - 21st Century Cyber Charter School

By: _____

Name: Andrea Fox

Title: Board of Trustees Chairperson

Date: June 1, 2026

ASSETWORKS RISK MANAGEMENT INC. d/b/a CENTURISK

By: _____

Name: _____

Title: _____

Date: _____

Centurisk

QUOTE

TO: Jonathon Shiota
ATTN: 21st Century Cyber Charter School
ADDRESS: 1245 Wrights Lane
West Chester, PA 19380

Quote Created: May 19, 2026
Valid Through: August 17, 2026

APPRAISAL/VALUATION SERVICES FEES

SERVICE	THRESHOLD	UOM	QTY	RATE	FEE
Asset Inventory Services - 2025	$1,500	Assets	1	$4,400	$4,400.00

TOTAL FEE: **$4,400**

Notes:

** All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses.*

** Centurisk will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.*

ASSETWORKS RISK MANAGEMENT INC., dba CENTURISK

MASTER AGREEMENT

This Master Agreement is between AssetWorks Risk Management Inc., dba Centurisk, with offices located at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 ("Centurisk"), and 21st Century Cyber Charter School, with offices located at 1245 Wrights Lane, West Chester, PA 19380 ("Customer") (Individually a "Party" and jointly the "Parties). The Master Agreement consists of the terms and conditions listed below, as well as the details on the Statement of Work ("SOW") and the listed Attachments (together, the "Agreement"). It is effective on the date the Statement of Work is signed by both Parties ("Effective Date").

The SOW is subject to the following terms and conditions unless the Customer has a separate written and signed agreement with Centurisk. Your right to use the products and services is conditioned upon acceptance of this Agreement.

These terms shall apply to the products, software, and services on the Statement of Work as applicable:

- Attachment 1 Professional Services Terms

1. CONFIDENTIALITY and NON-DISCLOSURE

A. Confidentiality

1. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations. The Parties agree that Centurisk's SOC2 reports may be provided under this Agreement and shall not be disclosed to any other party without the express written consent of Centurisk.
2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
3. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 1, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

B. Non-Disclosure

1. Subject to the other paragraphs in this Section, Customer agrees that the Software shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of Centurisk, which may be withheld by Centurisk in its sole discretion.
2. Centurisk provides documentation for the Software electronically. The Customer may copy, in whole or in part, any such documentation relative to the Software for Customer's internal use consistent with this Agreement.
3. Customer's records regarding use of the Software shall be made available to Centurisk at all reasonable times at Centurisk's request to audit Customer's compliance with this Agreement, and Customer shall certify the truth and accuracy of such records.

2. INTELLECTUAL PROPERTY

A. Customer and Centurisk shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.

B. The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."

C. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by Centurisk in providing the Services.

D. Notwithstanding any order of precedence language, or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 14 Amendments/Supplements of this Agreement.

E. The terms of this Section 2. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by Centurisk.

3. FEES AND PAYMENT

A. For recurring SaaS, unless otherwise stated in the Statement of Work, Centurisk shall invoice Customer in advance.

B. All invoiced fees shall be due and payable within 30 days of the date of the invoice.

C. For Professional Services, invoices shall be sent either monthly or upon completion of milestones, as defined in the Statement of Work. Invoices will include charges defined in the Statement of Work unless otherwise specifically stated in an Amendment/Supplement. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. The pricing on the Statement of Work is based upon the quantities listed at the time of purchase. In the event that the number of licenses, assets or sites changes the pricing is subject to change.

D. Any amounts not paid when due will be subject to interest accrued at 1.5 % per month compounded, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by Centurisk. Interest payments that are accrued during billing disputes will be credited back to the Customer if said dispute is found to be through no fault of the Customer.

E. Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. Centurisk reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within 10 days. Customer's failure to pay any invoice after this 10-day period shall constitute a material default hereunder and shall entitle Centurisk to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or Centurisk initiate termination under any provision of the Agreement other than under Section 7, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the Statement of Work. Customer agrees that it shall be billed for such unpaid fees. In the event of a dispute between the Parties that does not result in a termination of the Agreement, Customer agrees to make all payments due under the Agreement pending the resolution of the dispute.

F. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Centurisk in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

G. Disputed Invoices. Any invoice dispute by Customer shall be made in writing (E-mail is acceptable) summarizing the nature of the dispute and sent to Centurisk within thirty (30) days of Customer receipt of the disputed invoice. The Parties shall work together in good faith to resolve the dispute within thirty (30) business days after Centurisk's receipt of Customer's written notice of same. The Parties agree that responses to each other during the pendency of a disputed invoice, or any part thereof, shall be provided within five (5) business days of receipt. Additional time to respond may be requested and shall not be unreasonably denied. If either Party fails to respond or ask for additional time to respond within the thirty (30) calendar days allowed hereunder, the non-responsive Party shall be considered by the responsive party to have accepted of the terms proffered in the last communication received from the responsive party, and, further, both Parties shall consider the dispute to be resolved pursuant to those terms. For clarity, E-mail communications to the individuals identified by the Parties to receive such communications shall be deemed acceptable for this paragraph as written communication. Customer shall hold Centurisk harmless for any loss resulting from the Customer's access being suspended/terminated because of non-payment of a disputed invoice pursuant to this section. Centurisk will immediately reinstate the Customer's access to Centurisk's products and services upon resolution of the dispute, and resolution shall include receipt of any payments owed. Customer shall pay all undisputed portions of any invoice pursuant to the terms herein. Upon resolution of a disputed invoice, or a portion thereof, Customer shall promptly pay any amount determined due to Centurisk.

4. TERM. The Term of the Agreement shall commence as of the Effective Date and shall continue for 5 years ("Initial Term") unless terminated earlier as set forth in the Agreement. At the end of the

Initial Term, the Agreement shall automatically renew for successive 1-year terms unless or until either Party provides the other Party with written notice of non-renewal at least 90 days prior to the end of the then current term.

5. **WARRANTY DISCLAIMER.** Except as expressly set forth herein, Centurisk disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability.

6. **TERMINATION FOR DEFAULT.** A Default shall occur if: (1) a Party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

   If Default occurs, the non-defaulting Party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting Party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

   If Customer terminates this Agreement other than pursuant to this Section 6, a Service Termination Fee equal to 100% of the current SaaS Fees times the number of remaining years in the Term of this Agreement.

7. **GOVERNING LAW; VENUE.** The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to choice-of-law principles. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and Federal courts in Delaware. Both Parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

8. **ASSIGNMENT.** Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of Centurisk, which approval may be withheld in the reasonable judgment of Centurisk. Customer agrees that Centurisk may assign its obligations to a third-party with consent of Customer in the event of an internal reorganization, which shall not be unreasonably withheld. All fees will remain intact as outlined in the Statement of Work.

9. **SEVERABILITY.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

10. **ENTIRE AGREEMENT.** The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder. It is understood and agreed between the Parties that terms and conditions, if any, included in Customer's purchase order or similar document, regardless of inclusion methods including, but not limited to, (i) click-through

process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 14 Amendments/Supplements of this Agreement.

11. **FORCE MAJEURE.** Neither Party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the Party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third-parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, epidemics, pandemics, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"), however, nothing in this section shall relieve Customer of the obligation to make payments for any products or services provided by Centurisk. Any delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither Party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

12. **LIMITATION OF LIABILITY.** Except for any expressly provided indemnification obligations, Customer agrees that Centurisk's total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Agreement or any amendment to this Agreement, from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to Centurisk in the 12 months preceding the date on which the claim arose. In no event shall Centurisk be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss or corruption of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Centurisk has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

13. **WAIVER.** No provision of the Agreement may be waived unless in writing, signed by both Parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

14. **AMENDMENTS, SUPPLEMENTS.** The Agreement may be amended or supplemented only by the mutual written consent of the Parties' authorized representative(s).

15. **BINDING EFFECT, BENEFITS.** The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of the Agreement.

16. **HEADINGS.** The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

17. **AUTHORIZATION.** Each of the Parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

18. **RELATIONSHIP OF PARTIES.** The relationship of the Parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

19. **CONFLICTING PROVISIONS.** This Agreement and all exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any Attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein. It is agreed between the Parties that any terms in a Customer purchase order, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein are deemed to be for Customer's own use and are specifically rejected by the Terms of this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 14 Amendments/Supplements of this Agreement.

20. **COUNTERPARTS.** The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **SURVIVAL.** All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.

22. **NOTICE.** Any communication or notice hereunder must be in writing and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) 3 days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a Party at its address for notices. Each Party's address for notices is stated on the Statement of Work. Such address may

be changed by a notice delivered to the other Party in accordance with the provisions of this Section.

23. DISPUTES. In the event of any dispute arising in the performance of this Agreement, Centurisk and the Customer will seek to resolve such dispute through good faith, amicable discussions, and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

24. COUNSEL. By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state, or local law, regulation, or ordinance notwithstanding.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representative(s).

AssetWorks Risk Management Inc. dba Centurisk

Name: Christian Gutierrez

Title: General Manager - Centurisk

Signature: Christian Gutierrez

Date: 3/25/2025 EDT

Client 21st Century Cyber Charter School

Name: Ms. Andrea Fox

Title: Board Chairperson

Signature: Andrea Fox (Mar 18, 2025 15:01 EDT)

Date: Mar 18, 2025

Centurisk

QUOTE

TO: Jonathon Shiota
ATTN: 21st Century Cyber Charter School
ADDRESS: 1245 Wrights Lane
West Chester, PA 19380

Quote Created: November 19, 2024
Valid Through: February 17, 2025

APPRAISAL/VALUATION SERVICES FEES					
SERVICE	**THRESHOLD**	**UOM**	**QTY**	**RATE**	**FEE**
Asset Inventory Services - 2025	$1,500	Assets	1	$4,045	$4,045.00
				TOTAL FEE:	**$4,045**

Notes:

** All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses.*

** Centurisk will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.*

Attachment 1 – Professional Services Terms

1. **Services / Statement of Work.**

   a. Centurisk will perform the professional services ("Services") described in the Statement of Work ("Statement of Work"). The terms of this Attachment 1 shall control any additional or future Statements of Work that may be executed by the Parties during the Term of the Agreement. No Statement of Work shall be of any force and effect unless and until executed by both Centurisk and Customer.

2. **Change Order Management Plan.** Any change to any SOW shall only be done as follows:

   I. Customer will send a Change Order Request via E-mail to the Project Manager providing VBU with sufficient details to identify and describe:
      1. The nature of the requested change(s).
      2. The reason(s) for the requested change(s).
      3. The potential impact to the project (if known), including, but not limited to:
         i. Completion Schedule
         ii. Scope
         iii. Pricing
         iv. Payment Schedule

   II. Centurisk will:
      1. Evaluate the Change Order Request.
      2. Communicate to Customer about the required change(s) to the relevant products and services.
      3. Communicate to Customer the estimated additional payments/increased fees associated with the requested change(s).
      4. Provide Customer with a written Change Order summarizing the information from 2. and 3. above for Customer to review and execute.

   III. Customer will review, execute, and return the Change Order to Centurisk.

   IV. Centurisk will review, execute, and return a fully executed copy of the Change Order to Customer.

   V. All Change Orders must be signed by a representative from both Customer and Centurisk who possess the authority to enter a legally enforceable agreement on behalf of the party they represent.

   VI. The mutually executed Change Order shall be considered an amendment to the applicable terms and conditions of the MSA and SOW between Customer and Centurisk.

2. **Change Order Management Plan** (*continued*)

VII. In the event of a conflict between the executed Change Order and the original MSA/SOW, the terms of the most recent, mutually executed Change Order shall control.

VIII. The Change Order shall not contain any legal terms or conditions.

IX. Any work on any milestones in-progress, up to an including the date the Change Order has been mutually executed, shall be stopped, closed-out, invoiced and paid in full by Customer prior to Centurisk implementing any requested changes.

3. Price and Payment Term

a. Each Statement of Work will either be on a time and material basis or a fixed price basis, specified in the Statement of Work. The Statement of Work will include a definitive list of "Deliverables" that must be completed by Centurisk. In some instances, the Statement of Work will include a date by which "Deliverables" must be completed.

b. In the event that Services result in greater Centurisk duties than contemplated by the Statement of Work, Customer will work closely and in good faith with Centurisk to modify the Statement of Work to ensure that the Customer's requirements are addressed, and Centurisk's fees shall be adjusted to reflect increased Customer requirements.

c. Unless specifically addressed in the Statement of Work, all travel and expenses incurred will be extra and billed at the time of incurrence.

d. Invoiced amounts are due and payable 30 days from the date of the invoice. The preferred means of payment is electronic funds transfer (EFT). EFT payments can be

accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH). All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

e. Services may be invoiced upon completion of Milestones as set forth in the Statement of Work. Notwithstanding the invoicing described in the Statement of Work, Centurisk in its sole discretion may invoice monthly for Services as the Services are provided. Hardware is invoiced upon shipment. The pricing on the invoice is based upon the quantities listed at the time of purchase in the Statement of Work.

f. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Centurisk in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

g. Custom modules, interfaces and other software can be placed under the Centurisk Software Maintenance program.

h. Centurisk reserves the right to apply a late payment charge of 1.5 % per month, or the maximum rate permitted by law if lower, to amounts outstanding more than 30 days after the date of the invoice, with qualified exceptions as described in the Master Agreement, and Centurisk retains the right, in Centurisk's sole discretion and in addition to its other rights and remedies, to cease further performance of the Statement of Work.

i. Bill to Address. The invoice will be mailed to the Customer address on the Statement of Work unless otherwise indicated by notice to Centurisk.

4. **Resources to be Provided by Customer**

a. Customer shall provide, maintain, and make available to Centurisk, at Customer's expense and in a timely manner, the resources described in this Section 3, the Statement of Work, and such other additional resources as Centurisk may from time-to-time reasonably request in connection with Centurisk performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

b. Customer will designate qualified Customer personnel or representatives to consult with Centurisk on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.

c. Customer shall furnish access to Customer's premises, and appropriate workspace for any Centurisk personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.

d. Customer shall meet all assumptions noted In the Statement of Work.

5. **Subcontractors**

Centurisk may engage subcontractors to assist in performing Services without the prior written consent of Customer; provided, Centurisk shall supervise such sub-contractors and the Services performed by them to the same extent as if Centurisk performed the work.

6. **Confidentiality**

a. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.

b. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.

c. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 5, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

7. **Intellectual Property**

a. Customer and Centurisk shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.

b. The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."

c. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by Centurisk in providing the Services.

d. Notwithstanding any order of precedence language or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, the terms of this Section 6. Intellectual Property shall take precedence over any/all

conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by Centurisk.

8. **Non-Solicitation.**
During the term of this Agreement, and for 1 year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of Centurisk during the term of this Agreement. Nothing in this section shall prohibit Customer from placing a bone fide public advertisement for employment which is not specifically targeted at Centurisk employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.

9. **Taxes**

a. In no event whatsoever shall Centurisk be liable for sales, use, business, gross receipts, or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by Centurisk for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by Centurisk under any later Statement of Work or amendment hereto, regardless of changes in legislation or policy.

b. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by Centurisk to Customer (other than those taxes levied on Centurisk income), Customer shall reimburse Centurisk for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by Centurisk to Customer (except those taxes relating to Centurisk income), Centurisk shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

10. **Termination for Default.**
Either Party may terminate any Statement of Work if (i) the other Party fails to perform a material obligation of the Statement of Work and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching Party specifying such failure; or (ii) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, Centurisk may terminate any Statement of Work effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a Statement of Work shall not terminate this Agreement. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Centurisk the full value for all goods and/or services provided to, and accepted by, Customer up to and including the date of termination.

11. **Termination for Convenience.**

Notwithstanding any other provision in this Agreement, either Party may terminate a Statement of Work by providing a 90-day notice of intent to terminate the Statement of Work.

12. **Effect of Termination.**

The Terms of this Agreement shall survive for any Statement of Work which is still pending at the time of termination until the conclusion of the Statement of Work.

13. **Professional Services Limited Warranty**

a. Centurisk warrants that the Professional Services provided under a Statement of Work authorized under this Attachment 2 shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to Centurisk timely notice of such breach as hereinafter required, Centurisk shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non- conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by Centurisk attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to Centurisk written notice specifying in detail the non-conformities within 90 days after performance of the non- conforming Services or tender of the non-conforming Deliverables. The remedy set forth in Section 12 (a) is the sole and exclusive remedy for breach of the foregoing warranty.

b. CENTURISK SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.

c. Customer represents and warrants to Centurisk that Customer has the right to use and furnish to Centurisk for Centurisk use in connection with this Agreement any information, specifications, data, or Intellectual Property that Customer has provided or will provide to Centurisk in order for Centurisk to perform the Services and to create the Deliverables identified in the Statement of Work.

14. **Indemnification**

a. Centurisk will indemnify and defend Customer against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Customer's use of the Software within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Customer notifies Centurisk promptly in writing of such Claim and provides Centurisk with the sole control, authority, information and assistance necessary to defend or settle such Claim.

b. In the event of an infringement Claim, or Centurisk believes that such a Claim is likely, then Centurisk shall at its expense: (i) procure the right for Customer to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing, without materially decreasing the functionality of the Software; or (iii) if neither (i) or (ii) is commercially practical, then, at Centurisk's sole option, terminate this Agreement and refund depreciated license fees paid hereunder based on five year straight line depreciation.

c. Centurisk will not be liable for any infringement Claim based upon any (i) use of a version of the Software that was not, at the time that the Claim arose, the current unaltered version of the Software provided by Centurisk hereunder, including, without limitation, failure of Customer to install Updates containing modifications to make the Software non-infringing; (ii) combination, operation, integration, or interfacing of the Software with other products, equipment, devices, software, systems, or data not supplied by Centurisk, or which the Software was not intended to operate as specified in the Documentation, to the extent such Claim would not have arisen but for such combination, operation, integration, or interfacing (regardless of whether or not Centurisk has advised Customer that such use would likely result in a Claim of infringement by a third party); (iii) use of the Software in a manner other than as authorized by the Documentation or this Agreement; (iv) Centurisk's compliance with the designs, plans, or specifications furnished by or on behalf of Customer; (v) modifications to the Software made by anyone other than Centurisk; or (vi) Customer's failure to accept any procured right to continue using the Software.
THE FOREGOING STATES CENTURISK'S SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

d. Customer shall defend and indemnify Centurisk from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from, or related to the exclusions set forth herein.

15. **Relationship of Parties.** Centurisk is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

Erie County Technical School
8500 Oliver Road, Erie, PA 16509
Matthew LaVerde
Director

Agreement between Erie County Technical School and 21st Century Charter School

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This agreement is made on April 10, 2026 by and between the Erie County Technical School "ECTS" and **21st Century Charter School "Entity"**.

WITNESSETH

WHEREAS, this contract shall take effect upon approval by the ECTS Board, with a start date of August 25, 2026 and shall continue for the school year with the period ending of June 4, 2027.

WHEREAS, **Entity** has requested ECTS to provide **career and technical education programming** of services to **Entity**.

WHEREAS, ECTS desires to provide career and technical education programming to Entity.

NOW THEREFORE, for and in consideration of the premises and promises set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term.
   This contract shall commence on August 25, 2026 for a term concluding on end date of June 4, 2027.

2. Provision of Services.
   ECTS will provide **career and technical education programming** as listed on Attachment A, which is hereby incorporated and made a part of this Agreement.

3. Fees.
   Entity shall pay the ECTS the sum of **$12,324.00** for the above services. ECTS shall issue invoices for services to entity on a regular basis. Entity agrees to provide payment to ECTS **within 45 days** for said services. If **Entity** fails to make the payments when due, ECTS shall take all legal steps available to it for the collection of the fees.

If ECTS is required to proceed to collection, **Entity** will pay all costs of collection, including reasonable attorneys' fees and costs.

Entity understands and agrees that where educational programs are located within a school district that provides non-special education/inclusion services, **Entity** will be responsible for any charges for those services in accordance with Pennsylvania law, and a separate invoice will be sent based on the district's prorated inclusion costs.

4. Exclusions.
   In the event **Entity** requests a service that is beyond the scope of services provided herein, ECTS's Director will so advise **Jason Palaia**, Director of Student Services prior to the provision by ECTS of any excluded service. The parties shall reach a written agreement specifying the services to be provided and the costs thereof.

5. Termination.
   Either party may terminate this agreement by providing thirty (30) days' written notice. Upon termination by either party, any amounts due and owing ECTS for services provided under this Agreement up to and including the date of notice of termination, will be immediately due and payable.

6. This Agreement may not be modified, amended, altered or rescinded orally. Any and all changes must be made in writing and signed by the parties.

7. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Venue of any actions between the parties shall be in the courts of Erie County, Pennsylvania.

8. Force Majeure.
   If either Party is rendered unable, wholly or in part, to perform its obligations under this Agreement due to a Force Majeure, the obligations of each Party will be suspended for the duration of any inability to perform. A Party claiming Force Majeure (the "Claiming Party") will notify the other Party by written confirmation within three (3) business days following such occurrence, describing the nature, and estimated duration of such inability to perform. The cause of such inability to perform will be remedied with all reasonable dispatch. "Force Majeure" means any event or occurrence (including, but not limited to extreme weather events, pandemic, terrorism, and "Acts of God") that is beyond the control of a Party and that: (i) is not the result of the negligence of the Claiming Party; and (ii) which, by the exercise of due diligence, the Claiming Party is unable to avoid or cause to be avoided.

9. Child Abuse Clearances and Criminal History Checks.
   ECTS shall ensure that any employee, contractor, or agent of ECTS shall submit an FBI and state report of criminal history record information as provided for in Section 111 of the Pennsylvania School Code of 1949 and an official clearance statement regarding child injury or abuse as required by 23 Pa. C.S. § 6354 et seq. to the Entity before ECTS permits that employee, contractor, or agent to have any direct contact with Entity's students under the terms of this Agreement. ECTS shall be solely responsible for the costs of complying with this Paragraph, and ECTS shall have no claim against the Entity for any delay or any consequential damages resulting from any delay caused by the requirements of this Paragraph.

10. Family Education Rights and Privacy Act.

    ECTS shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Entity's students is contained in records maintained by ECTS and that this information can be confidential by reason of FERPA and related Entity policies. ECTS agrees to protect these records in accordance with FERPA and Entity policy.

Erie County Technical School

Print Name & Title

Date:_____

21st Century Charter School

Andrea Fox
Board of Trustees Chairperson

Date: June 1, 2026

Attachment A

Contact Information and Budget

Agency/Individual Name:

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

Description of services to be provided, including costs: ½ day career and technical education programming to one (1) 21st Century Charter School student at a cost of $12,324.00.

DUAL CREDIT AFFILIATION AGREEMENT ERIE COUNTY COMMUNITY COLLEGE AND 21st CENTURY CYBER CHARTER SCHOOL

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature (the "Effective Date") by and between Erie County Community College ("EC3") and 21ST Century Cyber Charter School ("Charter School"), the College and Charter School collectively referred to as the "Parties").

WHEREAS, Pennsylvania law now requires the secondary students have access to dual credit coursework, which is coursework for which credit is earned at both the student's secondary school and at an institution of higher education; and

WHEREAS, EC3 offers dual credit coursework (the "Program") to certain qualified high school students and Charter School desires to make the Program available to its students; and

WHEREAS, for any dual credit programs, Pennsylvania law requires school entities to enter into agreements with institutions of higher education, such as Erie County Community College, and this Agreement outlines the requirements required under 24 Pa. Stat. 15-1525; and

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

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Term and Termination

(a) Term. This agreement shall cover only the grant-funded 2026-2027 Academic Year and an updated agreement will be initiated for renewal of the agreement once EC3's 27-28 tuition rates are established.

(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, however, that any student already enrolled and participating in dual credit coursework as of the 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 who have completed their 10th grade year and are currently continuing their high school education are eligible to enroll in the Program.

(b) The student must submit an application for enrollment to Erie County Community College, along with an official high school transcript.

(c) Deadlines for Program applications are August 1 for fall semester, December 1 for spring semester, and June 1 for summer session.

(d) Students who have graduated from high school are not eligible for the Program.

(e) Any student enrolled in the Program must be making satisfactory progress toward fulfilling secondary school graduation requirements and have been approved for college-level coursework as determined by the Charter School and approved by the EC3. The Charter School will provide written confirmation to the EC3 as to whether a student meets these criteria.

(f) Students in the Program must maintain a minimum cumulative grade point average of 2.0 in their EC3 courses in order to earn a certificate or degree.

3. Courses Offered

(a) It is in the sole discretion of the Charter School to determine how the EC3 courses offered as part of the Dual Enrollment Program aligns with Charter School high school graduation requirements for which the student shall receive high school credit from the Charter School.

(b) Whenever possible, the EC3 courses available through the Program shall supplement and not supplant courses offered by the Charter School to its secondary school students.

(c) Credits earned by students enrolled in the Program shall be equivalent to the credits offered to a postsecondary school student regularly enrolled at the EC3, including without limitation enforced prerequisites, and the use of an identical curriculum, assessments and instructional materials, and shall be recorded on a EC3 transcript which shall be available to any student enrolled in the Program. Course descriptions are publicly available in the College Catalog, accessible through the EC3's website.

(d) The courses will be non-remedial.

4. Program Instruction

(a) Program courses will be taught by instructors hired and/or approved by the College. Program courses may be taught on the College campus, at a Charter School location or at a third-party site, as determined by the College and the Charter School.

(b) In compliance with Pennsylvania Child Protective Services Law and College policy, the College will confirm that faculty who teach classes in which dual-

enrolled students under the age of 18 are registered; are required to have the following three clearances: Pennsylvania State Police Criminal Background Check (SP4-164), Pennsylvania Child Abuse History Clearance Form (CY-113), and Federal (FBI) Fingerprint Criminal Background Check (Criminal History Report) and that they have completed College's mandatory reporter training as required by College policy in effect from time to time.

5. Course registration process and deadlines

(a) The Charter School and the College must both approve each student's course selection prior to enrollment for any student seeking participation in the Program.

(b) The Charter School may award credit for courses successfully completed under this Agreement as fulfilling the appropriate secondary school graduation requirements when, in the sole discretion of the Charter School, the Charter School has determined any particular college course offered as part of the Program aligns with Charter School high school graduation requirements.

(c) The College will award postsecondary credits to students who successfully complete courses in the Program. The College will apply these credits in the same manner as for other regularly enrolled College students.

(d) If a Program student becomes a regularly enrolled student at the College following graduation from secondary school, the College shall recognize credits earned in the Program as applying toward the student's degree requirements as it would for any other regularly enrolled postsecondary student who took the courses.

6. Communication of Program

Both the College and the Charter 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 outlined in this agreement to parents and students.

.Additional Administrative Responsibilities

(a) Data Sharing

(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 the College and the Charter School without the need for signed releases from students or parents if the Charter School contains in its annual FERPA notification that the Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer (34 C.F.R. *99.34);

(2) The Parties otherwise agree to comply with FERPA in its implementation of this Agreement and the Program.

(3) The Registrar's office at the College campus will provide information on the following items to the Charter School:

- The names of students enrolled in the Program.
- College courses that were taken by each student.
- Grades earned by the student.

(4) The College will notify the Charter School of any mid-semester progress reports that indicate that a dual credit student is at risk of failing a course.

(b) Program Costs

(1) The College's tuition for the courses available through the Program is updated annually and is publicly reported through the College's website.

(2) Instructional costs will be covered under the College's Dual Credit Innovation Grant through the 2026-2027 School Year.

(3) For Courses offered with EC3 Faculty, the following schedule will be followed.

Fees cited here are based on 2025-2026 Academic Year:

Tuition (Covered by dual credit grant January 1, 2026 through June 30, 2027)	College Fee (Covered by dual credit grant January 1, 2026 through June 30, 2027)	Technology Fee (Covered by dual credit grant January 1 , 2026 through June 30, 2027)	New Student Fee (Covered by dual credit grant January 1, 2026 through June 30, 2027)	Course Fees (Covered by dual credit grant January 1, 2026 through June 30, 2027)
Charged per credit hour	Charged for all credit courses. Charged per credit hour.	Charged for all credit courses. Charged per credit hour.	One-time fee charged for each student's first semester of enrollment at EC3	For those courses with required laboratory sessions, those that use third-party resources or those that require the purchase or rental of commercial textbooks. (Most EC3 courses use free Open Educational Resources).

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 College students.

(a) Notwithstanding the foregoing, students who qualify as a student with a disability are responsible for contacting the College's Academic and Disability Counselor ("ADC") to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.

(b) Accommodations provided by the College may not be the same as those contained in the student's Individualized Education Program and/or Section 504 Plan which may be in effect for the student within the Charter School.

(c) Charter School may collaborate with the ADC to seek reasonable accommodations under the ADA. Students interested in the Program may engage with the ADC upon acceptance, and any accommodation letters would be issued upon enrollment.

9. Non-Discrimination

The College and Charter School agree, in performing their obligations pursuant to this Agreement, to provide a safe 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.

10. Miscellaneous Provisions

(a) Independent Contractor Status of the Parties. The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of the Charter School and, further, neither Charter School nor any of its agents, representatives or employees shall be considered agents, representatives or employees of College. 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. College and Charter School 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:

COLLEGE:	CHARTER SCHOOL:
Erie County Community College Guy Goodman, Executive Vice President 2403 W. 8th Street Erie, PA 16505 ggoodman@ec3pa.org	21st Century Cyber Charter School Jason Palaia, Director of Student Services 1245 Wrights Lane West Chester, PA 19380 jpalai@21cccs.org

(d) 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.

(e) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflicts of laws principles.

(f) 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.

(g) 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.

(h) 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]

For the Charter School:

Date:

Andrea, Fox Board of Trustees Chairperson

For the College:

Date:

Guy Goodman Executive Vice President

AVEANNA 26-27 AGREEMENT NOTES

1. Added the term “Healthcare” to the term services in various sentences throughout the agreement.

2. Added the following to section “1. Obligations of Aveanna”
    - Subsection “d. Administrative and Nursing Supervision. Aveanna will designate qualified employees to provide administrative and nursing supervision of Aveanna's Personnel providing services to School.”
    - Subsection “Force Majeure. Aveanna shall use its best efforts to provide the Services requested by School, but Aveanna shall not be responsible for delays caused by an act of God or any other cause reasonably beyond Aveanna’s control. This includes unforeseen unavailability of Aveanna nurses. School agrees that in such event Aveanna, without liability, may allocate the Services covered by this Agreement among all of its customers. If, for reasons beyond the control of Aveanna, an assigned person becomes unavailable and/or an assignment must be interrupted or terminated, Aveanna will immediately notify School and will make every effort to secure a replacement individual with similar qualifications so that services are not interrupted.”

3. Changed the following in section “3. Compensation and Billing”
    - Subsection “b. Invoice. AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated below. If required, FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated below.
      Billing Frequency: □ Weekly □Monthly
      Final Invoice Due: _____
      Purchase order required: □ YES □ NO
      Time Sheets required for documentation: □YES □ NO
      Email address for Claims Submission:_____
      Contact Name: _____
      Phone Number for billing questions: _____

    Changed it to:
    - “b. Invoice. Aveanna will provide School with monthly invoices as indicated herein. School shall communicate claims submission details including any specific billing requirements to Aveanna in writing prior to the execution of this Agreement. School shall also provide contact information for a representative to which billing and payment inquiries shall be directed. School will provide prompt notification of any changes to the billing requirements or designated billing contact.”

4. Removed from section “5. Miscellaneous”
    - Subsection “k. Notices. (i) if personally served on the party to whom notice is to be given, then on the date of service,”

SCHOOL PROVIDER AGREEMENT

This School Provider Agreement ("Agreement"), effective July 1, 2026, is between **21st Century Cyber Charter School (PA)** ("School") located at 1245 Wrights Lane, West Chester, PA 19380, and **Aveanna Staffing Services, LLC dba Aveanna Healthcare** located at 1 Belmont Ave, Ste 250, Bala Cynwyd, PA 19004 ("Aveanna").

Purpose

Whereas, School desires that Aveanna provide healthcare services to School's student(s) on behalf of School and that such services are rendered by nurses; physical, occupational, and speech therapists and/or assistants; paraprofessional aides; and social workers, and other services outlined in Schedule A, ("Personnel"); and

Whereas, Aveanna has Personnel available to perform healthcare services as outlined in the Agreement; and

Whereas, Aveanna desires to provide healthcare Services to the School's students in accordance with the terms and conditions set forth in this Agreement;

Now, therefore, in consideration of the promises and mutual covenants contained herein, the parties intended to be legally bound, agree as follows:

1. **Obligations of Aveanna.**

a. General. Aveanna will provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein) to School during the term of this Agreement in such amounts as School shall require in its sole discretion. There is no requirement imposed upon School pursuant to this Agreement to purchase any quota of Services hereunder. Aveanna represents and warrants that it and all of its employees and subcontractors providing Services pursuant to this Agreement hold and will continue to hold all federal, state and local licenses required by law in order to render the Services. agreed to herein.

b. Provision of Services. Aveanna will schedule Services as requested by the School. Aveanna shall comply with all relevant policies and procedures of School and Aveanna, including the handling of student records, emergency procedures and student complaints.

c. Personnel. Aveanna will be responsible for providing qualified personnel to deliver the Services pursuant to this Agreement. Aveanna shall not subcontract any of the Services to be performed without the prior written consent of School. Personnel shall meet all federal, state or local health screening requirements.

d. Administrative and Nursing Supervision. Aveanna will designate qualified employees to provide administrative and nursing supervision of Aveanna's Personnel providing services to School.

e. **Background Checks/Clearances.** AVEANNA will have conducted criminal background checks and clearances on each of its employees who provide Services under this Agreement, and, with respect to its background checks and clearances, AVEANNA agrees to adhere to the requirements specified and governed by state and local laws, including specifically Section 111 of the Pennsylvania School Code, 24 P.S. §1-111; and 23 Pa.C.S. §6344 et. Seq. AVEANNA represents and warrants that it is currently in compliance with and during the term of this Agreement, shall remain in compliance with the obligations set forth in Pennsylvania School Code, 24 P.S. §1-111.1 (Act 168) regarding allegations of abuse or sexual misconduct and, during the term of this Agreement, shall not permit any employee, agent or contractor to have direct contact. with a Northwood student where AVEANNA has received an Act 168 form, regarding said employee, agent or contractor, which includes an affirmative response. The representations and warranties made by the

Service Provider in this paragraph are material representations and warranties upon which SCHOOL has relied when entering into this Agreement

f. Force Majeure. Aveanna shall use its best efforts to provide the Services requested by School, but Aveanna shall not be responsible for delays caused by an act of God or any other cause reasonably beyond Aveanna's control. This includes unforeseen unavailability of Aveanna nurses. School agrees that in such event Aveanna, without liability, may allocate the Services covered by this Agreement among all of its customers. If, for reasons beyond the control of Aveanna, an assigned person becomes unavailable and/or an assignment must be interrupted or terminated, Aveanna will immediately notify School and will make every effort to secure a replacement individual with similar qualifications so that services are not interrupted.

2. **Obligations of School.**

a. General. During the term of this Agreement, School will purchase from Aveanna, on a non-exclusive basis, the Services in such amounts as School elects to purchase. School will only pay for the Services actually provided.

b. Policies and Procedures. School will provide copies of all policies and procedures Aveanna and its employees will need to comply with while performing Services under this Agreement.

3. **Compensation and Billing**

a. Fee Schedule. School will pay Aveanna for Services rendered in accordance with Schedule A. Fee Schedule may be revised upon mutual written consent of both parties. School will not be obligated to pay for any Services delivered by Aveanna that were not requested by School.

b. Invoice. Aveanna will provide School with monthly invoices as indicated herein. School shall communicate claims submission details including any specific billing requirements to Aveanna in writing prior to the execution of this Agreement. School shall also provide contact information for a representative to which billing and payment inquiries shall be directed. School will provide prompt notification of any changes to the billing requirements or designated billing contact.

c. Payment Terms. All payments to be made by School to Aveanna under this Agreement are due thirty (30) days from School's receipt of the related invoice. School's obligation for payment to Aveanna is independent of any reimbursement received by School from any other source. Payments shall be remitted to the address represented on the invoice.

4. **Term/Termination**.

The term of this Agreement commences on July 1, 2026 and continues until June 30, 2027 ("Term"). Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

5. **Miscellaneous.**

a. Indemnification.

(i) To the extent allowed by law, School will defend, indemnify and hold harmless Aveanna and each of its officers, directors, employees, and agents ("Aveanna Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the Aveanna Parties or any of them as a result of, or arising out of, or relating to School's negligent acts or omissions or willful misconduct.

(ii) Aveanna will defend, indemnify and hold harmless School and each of its officers, directors, employees, and agents ("School Parties"), from and against any and all Indemnified Amounts incurred by the School Parties or any of them as a result of, or arising out of, or relating to Aveanna's negligent acts or omissions or willful misconduct

(iii) SCHOOL does not waive any immunity to which SCHOOL is entitled under the Tort Claims Act, 42 Pa. Section 8541, et seq. (hereinafter "TCA") and expressly rejects any obligation to indemnify or hold the AVEANNA harmless from any and all liability, damage, harm, loss, and/or expense arising or resulting from the acts or omissions or caused by the negligent acts of the AVEANNA or its agents, servants and/ or employees. AVEANNA is hereby on notice that SCHOOL is a Local Agency for the purposes of tort liability under the TCA.

b. Insurance. As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability in an amount not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

(ii) Worker's Compensation in accordance with applicable statutory requirements.

(iii) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

(iv) AVEANNA agrees to maintain Professional Liability insurance for the licensed professionals performing the Services required hereunder in an amount not less than $1,000,000 per occurrence and $3,000,000 in the aggregate

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than $1,000,000.00 combined single limit or $1,000,000.00 per person/ $1,000,000.00 per accident bodily injury.

c. Non-Solicitation of Employees.

(i) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the Services provided pursuant to this Agreement.

(ii) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 5.c or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(iii) The parties acknowledge that the restriction contained in this Section 5.c., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this

restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

(iv) The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars ($5,000) as liquidated damages, which the parties agree is not a penalty.

d. Independent Contractor. Aveanna will be an independent contractor and will employ appropriate personnel to deliver Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event will any employee of Aveanna be considered an employee or agent of the School. Aveanna is responsible for meeting all tax obligations related to its employees and maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

e. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

f. Confidentiality. Upon execution of this Agreement, Aveanna, agrees to make every reasonable effort to comply with the laws and regulations relevant to School's responsibility to protect the privacy and confidentiality of School's students and employees and related information and data. Aveanna will take reasonable measures to maintain the privacy, confidentiality and security of all information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, School hereby designates Aveanna as a school official with legitimate educational interest in the educational records of the students to whom Aveanna provides Services to the extent that access to the records are required by Aveanna for provision of the Services. Aveanna agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's students or employees, or any of School's confidential information or data except as necessary for the performance of this Agreement. Except as provided above, Aveanna may not disclose any such information to any person or entity, unless required by law or court order.

g. Amendment. No amendment(s) to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties.

h. Entire Agreement. This Agreement contains the entire agreement between the parties, supersedes all discussions and writings by and between the parties which may have occurred prior to entering into this Agreement, and shall be binding upon and inure to the benefit of the parties and their successors and assigns.

i. Governing Law. This Agreement is interpreted, construed and governed according to the laws of the state in which Services are provided.

j. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

k. Notices. Any notice, demand or other communication required or permitted will be in writing, sent in one or more of the following methods and shall be deemed to have been duly given and received (i) if sent by nationally recognized overnight delivery service,

addressed to the party to whom notice is to be given, then upon notice of delivery by such service, (ii) if sent by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, then five (5) business days after being properly deposited, or (iii) to the email address provided; in each case, at such party's address set forth on the signature page hereto to any other address of which notice of the change is given to the other party in accordance with this section.

I. Waiver. Waiver by either party of an event of default or of any breach of the provisions of this Agreement, will not constitute a waiver of any other event of default or breach or right, nor of the same event of default or breach or right on a future occasion.

IN WITNESS WHEREOF, the authorized representatives of the parties acknowledge their understanding and agreement to the above by executing this Agreement.

Aveanna Staffing Services, LLC dba Aveanna Healthcare
400 Interstate North Pkwy SE #1600
Atlanta GA 30339
Attn: Contracts Dept.
managedcare@aveanna.com

Name:

Title:

Date:

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

Name: Andrea Fox

Title: Board of Trustees Chairperson

Date:

As part of our records and compliance requirements, please return a complete copy of the fully signed agreement, including all pages and any applicable exhibits or attachments.

Schedule "A"

Services/Fee Schedule

Billable hours include:

- Hours that Student(s) is in School, including School-related activities such as field trips
- Hours spent performing tasks or attending sessions related to Services as required by the School

Service	Standard Hourly Rate
BCBA-D	$165.00
Master's Level BCBA	$135.00
Behavior Specialist Consultant (BSC)	$95.00
Speech Language Therapist Assistant	$85.00
Speech Therapist	$95.00
Occupational Therapist	$95.00
Physical Therapist	$95.00
Physical Therapist Assistant	$85.00
School Psychologist	$185.00
Registered Behavior Technician	$42.00
Behavioral Technician (BHT)	$40.00
Para Professional/Personal Care Assistant	$36.00
Direct Support Professional/Direct Care Worker	$35.00
Master's Level Social Worker (MSW)	$70.00
Licensed Clinical Social Worker	$75.00

Cancellation Fee.
For confirmed service requests that are cancelled with less than four (4) hour notice, SCHOOL will be obligated to reimburse AVEANNA for four (4) hours at specified rate for the assigned personnel.

Four Hour Minimum.
If services provided are less than four (4) hours in a single day, a four (4) hour minimum will be charged.

Chester County Intermediate Unit

CONTRACT AGREEMENT

This agreement 00000762 is between the:

CHESTER COUNTY INTERMEDIATE UNIT ("CCIU")

and

the 21st Century Cyber Charter School ("Educational Entity")

The term of this intergovernmental agreement shall be 07/01/2026 to 06/30/2027

The Chester County Intermediate Unit will provide the 21st Century Cyber Charter School with one Zoom Room Connector annual license for $540.

During the terms of this agreement, the CCIU shall provide for the Educational Entity and the Educational Entity shall purchase from the CCIU services listed above and fully described in the attached appendices, pursuant to terms set forth therein. Unless specifically provided otherwise, the Educational Entity agrees to pay CCIU or its third party provider, where applicable, for services to be rendered according to the most recently adopted marketplace price schedule. CCIU, or its third party provider, where applicable, will issue invoices to the Educational Entity at the end of each marking period or as services are provided. Payment is due within 30 days of receipt of invoice.

The CCIU shall indemnify and hold harmless, and upon request, defend the Educational Entity and its board members, officers, directors, employees, consultants, attorneys, and agents from and against all liabilities, losses, costs, fines and expenses of every kind (including but not limited to reasonable attorney fees and costs of litigation) ("the Indemnified Claims") relating to the services provided by the CCIU under this Agreement but only to the extent that it is judicially determined that such Indemnified Claims resulted from the actual negligence or fault of the CCIU.

Except in the case of negligence by CCIU or deliberate and willful violation of applicable law or the explicit written instructions or written directives of the Educational Entity, the Educational Entity's exclusive remedy for the breach of this agreement by the CCIU shall be termination of the agreement.

The Educational Entity shall indemnify and hold harmless, and upon request, defend the CCIU and its board members, officers, directors, employees, consultants, attorneys, and agents from and against all liabilities, losses, costs, fines and expenses of every kind (including but not limited to reasonable attorney fees and costs of litigation) relating to the services provided by the CCIU under this Agreement unless it is judicially determined that the CCIU was at fault.

To the extent that any applicable insurance policy contains coverage for contractual liability, the indemnity provisions contained herein shall be interpreted and construed to the extent possible as to bring the contractual limitation within the coverage of the applicable insurance policy. This indemnity duty shall survive the termination or expiration of this Agreement.

[If applicable]: The School Entity and CCIU understand that, by virtue of their performance under this Agreement, they may possess access to educational records protected under the Family Educational Rights and Privacy Act of 1974 (FERPA) where one or both parties act in the capacity of a person with a legitimate educational interest. The School Entity and CCIU acknowledge that the intentional disclosure of any FERPA protected information to any unauthorized person could subject the school to civil penalties imposed by law. The School Entity and CCIU further acknowledge that such willful or unauthorized disclosure also violates each school's policies and could result in immediate termination of this Agreement.

No assignment of this agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement, which shall remain in full force and affect enforceable in accordance with its terms.

In witness whereof, the parties hereto intending to be legally bound have executed this Agreement for the term indicated. Acceptance of the services which are the subject of this Agreement shall constitute acceptance of the terms of this Agreement unless explicitly agreed otherwise by the CCIU.

Signature **Date**

Educational Entity |Mike Matz | mmatz@21cccs.org
Signed by Andrea Fox, Board of Trustees Chairperson June 1, 2026

Chester County Intermediate | Jessica Sahl | jessicasa@cciu.org

CONTRACTED SERVICES AGREEMENT

THIS CONTRACTED SERVICES AGREEMENT ("Agreement") is made this May 14, 2026, by and between LANCASTER-LEBANON INTERMEDIATE UNIT 13 (the "IU"), and 21st Century Cyber Charter School (Customer"), with offices at 1245 Wrights Lane, West Chester, PA 19380.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and intending to be legally bound hereby, the IU and Customer agree as follows:

1. **Services.** Subject to the terms of this Agreement, the IU hereby agrees to provide to Customer, and Customer agrees to purchase from the IU, certain limited services (collectively the "Services") as set forth below:

   a) Contracted Services. The IU shall provide the services listed in the proposal, mutually agreed-upon written work order, purchase order, or other similar document previously provided to Customer which is attached to this Agreement as **Exhibit B** and incorporated herein by reference (the "Contracted Services"). The following additional restrictions and provisions apply to the Contracted Services:
   n/a

   b) Except as set forth in this Section 1, this Agreement does not obligate the IU to provide, and the IU does not agree to provide, any other hardware, software, license, maintenance, or services.

2. **Term.** The initial term of this Agreement shall begin on the date signed (the "Initiation Date") and shall end on 6/30/2027 (the "Initial Term") or when all purchased consulting hours have been exhausted. Thereafter, if applicable, this Agreement shall renew automatically for successive one (1) year terms provided there have been no defaults by Customer during the existing term and provided that neither Customer nor the IU has given written notice of non-renewal to the other at least two (2) months prior to the end of the then current term. The initial and each one-year renewal term of this Agreement is referred to herein as a
"Term" hereof.

3. **Fee.** Customer shall pay the IU the fees (the "Fees") set forth in the Fee Schedule attached hereto as **Exhibit C** and incorporated herein by reference (the "Fee Schedule"). Unless otherwise specified in the Fee Schedule, all non-recurring, up-front setup or other initial fees shall be due and payable on or before the Initiation Date. All recurring, monthly, annual, or other periodic Fees shall be due and payable on or before the first day of the period to which the Fees relate (with any partial month, year, or other applicable period pro-rated). If any Fees are variable depending upon factors not known

at the beginning of the applicable period, the Fees shall be estimated by the IU in good faith and charged to Customer at the beginning of the period and reconciled in good faith by the IU at the end of the period, with the IU or Customer paying the other within thirty (30) days the amount shown to be due by such reconciliation.

4. **Terms and Conditions**. The IU's "Terms and Conditions" for technology services contracts are attached hereto as **Exhibit A** and are incorporated herein by reference. To the extent any conflict exists between the language of the Terms and Conditions and the language of this Agreement, the language of this Agreement shall be controlling.

5. **Insurance**. Customer and the IU each shall maintain during the Term of this Agreement commercial general liability insurance that covers its liability and obligations hereunder, including property damage and personal injury. Upon execution of this Agreement and at any other time(s) reasonably requested by the other, Customer and the IU each shall provide the other with proof of such insurance coverage. The liability limits under these policies shall be at least one million dollars ($1,000,000) per occurrence, with a combined single limit for bodily injury and property damage liability. Customer and the IU each shall be permitted to satisfy any obligation to provide or maintain insurance coverage by a commercially reasonable program of self-insurance.

6. **Additional Covenants**. Notwithstanding the foregoing, the IU and Customer agree to the following additional terms:

   a) If the IU updates or modifies any of the property, software, servers, computer equipment or other items comprising or underlying the Services (the "Technology") with a new version during the initial or any renewal Term hereof, then at the IU's option this Agreement shall apply to the new version hereunder in place of the prior version. The IU shall be permitted to correct any errors or inaccuracies in the Technology at any time.

   b) _____

   _____

   _____

(Remainder of page intentionally left blank).

IN WITNESS WHEREOF, the IU and Customer have executed this Agreement the day and year first written above.

LANCASTER-LEBANON
INTERMEDIATE UNIT 13

By: _____
Name/Title:
Date: _____

21ST CENTURY CYBER
CHARTER SCHOOL

By: _____
Name/Title: Andrea Fox, Board of Trustees Chairperson

Date: June 1, 2026

Exhibits:

A – Terms and Conditions

B – Statement of Work

C- Fee Schedule

LANCASTER-LEBANON INTERMEDIATE UNIT 13
TECHNOLOGY SERVICES CONTRACTS

TERMS AND CONDITIONS

1. Definitions.

(a) To the extent that a term is defined in the agreement (the "Agreement") to which these standard terms and conditions (the "Terms and Conditions") are attached, such terms shall have the same meaning in these Terms and Conditions as provided in the Agreement.

(b) Notwithstanding the foregoing, to the extent the definition of a term defined herein conflicts with or modifies the definition of an identical term in the Agreement, the definition stated herein shall control solely with respect to these Terms and Conditions.

(c) As used throughout these Terms and Conditions, the term "Agreement" shall include all documents incorporated by reference therein, including, without limitation, the rights and obligations set forth in these Terms and Conditions.

2. Fee Amendment and Payment.

(a) The IU may revise the amount and payment terms of all fees and charges payable to the IU under the Agreement (each a "Fee") no more than once every twelve (12) months by providing written notice to Customer at least three (3) months prior to the effective date of said revised Fee. If Customer does not approve of any Fee increase pursuant to this Section 2(a), Customer may terminate the Agreement as of the effective date of said increased Fee by providing written notice to the IU within thirty (30) days of receiving written notice of the revised Fee from the IU; provided, however, the IU may rescind the proposed Fee increase within thirty (30) days of receipt of Customer's notice of termination, in which case the Customer's notice of termination will also be deemed rescinded and of no force or effect.

(b) Unless otherwise specified, all payments from Customer shall be due within thirty (30) days of receipt of an invoice from the IU. All payments not made when due from Customer hereunder shall bear interest at a rate of one and one-half percent (1.5%) per month. Customer shall pay any tax, tariff, and/or duty (and any related interest and penalties), however designed, imposed as a result of the existence or operation of the Agreement.

3. Ownership Rights.

(a) Customer acknowledges and agrees that all IU property and other items supplied by the IU that are utilized pursuant to the Agreement, including, without

limitation, servers, computer equipment and, software (collectively, “IU Technology”), are and shall remain exclusively owned by, leased by, and/or licensed to the IU.

(b) Customer acknowledges and agrees that any software or other materials licensed or sublicensed from the IU to Customer pursuant to the Agreement (“Licensed Materials”) and all intellectual property, copyrights, and trademarks thereto are and shall remain owned or licensed exclusively by the IU.

(c) Customer agrees that the IU shall have full and exclusive ownership of any and all modifications, enhancements, updates, supplements, inventions, and other materials, in whatever form, related, or ancillary to the Licensed Materials, that are prepared by, for, or at the direction of any person or entity (“Supplemental Materials”), and all intellectual property, patents, copyrights, and trademarks thereto.

(d) Customer agrees and recognizes that the Licensed Materials and Supplemental Materials, and any other related data and materials supplied to Customer pursuant to the Agreement, in any form, are confidential and proprietary trade secrets of the IU protected by law, are of substantial value to the IU, and their use and disclosure must be carefully and continuously controlled.

(e) Customer shall: (i) take all necessary and reasonable steps to ensure that no unauthorized access, copies, or use is made of any Licensed Materials and Supplemental Materials; and (ii) notify the IU immediately of the existence of circumstances surrounding any unauthorized knowledge, possession, copying, or use of the Licensed Materials and/or Supplemental Materials, or any part thereof, by any person or entity.

(f) Customer shall not: (i) download, make copies, or attempt to download or make copies of the Licensed Materials without the express, prior written consent of the IU; (ii) sublicense, assign, transfer, or distribute all or any part of the Licensed Materials without the IU's prior written consent; (iii) directly or indirectly, or permit others to use, copy, duplicate, or furnish to others any physical or electronic version of the Licensed Materials and/or Supplemental Materials; (iv) remove any copyright, trademark, or other notice; (v) change or modify the Licensed Materials or Supplemental Materials or create derivative works therefrom without the IU 's prior written consent; or (vi) reverse assemble, reverse compile, translate, or otherwise attempt to discover the source code of all or any part of the Licensed Materials.

(g) Customer shall use the Licensed Materials only on the IU 's computer hardware/system, accessed via the internet from the computer hardware/system of Customer meeting the IU 's specifications, or on Customer’s computer systems pre-approved by the IU and meeting all IU requirements and specifications. Customer shall ensure that no one other than Customer and its trained and qualified personnel shall use or be permitted to use the Licensed Materials hereunder, and such permitted use shall

only occur at Customer's facilities and itinerant locations on Customer's computer equipment.

(h) Without prejudice to the rights and remedies otherwise available to the IU, Customer acknowledges and agrees that Customer's breach of any of the terms and conditions of this Section 3 would cause irreparable harm to the IU and that money damages would not be a sufficient remedy for such breach; accordingly, the IU shall be entitled to equitable relief by way of preliminary and/or permanent injunction or specific performance to prevent and/or remedy any such breach..

4. Risk of Data Loss.

(a) The IU agrees that to the extent that security protections are provided to Customer as part of the Agreement such security protections shall be at least equivalent to the IU's then-current security protections for IU Technology and the IU's data.

(b) Regardless of the location of IU Technology, the Customer shall bear the entire risk of loss to Customer's data, software, and other contents arising from the Agreement, including, without limitation, data placed by Customer on IU Technology, except as may be provided in Section 10 below.

(c) The Customer shall be responsible for obtaining, maintaining, backing-up, securing, and insuring all data, software, and other contents of or placed by Customer on IU Technology and all use thereof, except as may be explicitly set forth in the Agreement.

5. Confidentiality.

(a) In order to fulfill its responsibilities under the Agreement, the IU may have a legitimate interest in reviewing Customer's data, including personally identifiable information regarding Customer's students ("Student Information"). To the extent such access occurs, the IU shall be bound by and shall comply with the Family Educational Rights and Privacy Act ("FERPA"), Protection of Pupil Rights Act ("PPRA"), the State Board of Education Guidelines, and any other applicable federal, state, and/or local legislation regarding the creation of, protection and dissemination of Student Information to the extent such laws and guidelines are applicable. Notwithstanding the foregoing, nothing in the Agreement shall be construed to obligate the IU to view or receive, or to obligate the Customer or any person or entity to disclose to the IU, any protected health information (as defined under the Health Insurance Portability and Accountability Act and the regulations promulgated thereunder ("HIPAA"), and it is not contemplated that the IU will ever receive or view such protected health information pursuant to this Agreement. Nevertheless, the IU will comply with HIPAA to the extent the IU is required by law to comply with HIPAA.

(b) To the extent that the IU has access to Customer's Student Information, the IU agrees that it shall use Student Information solely for the purpose of delivering educational services as an educational agency as defined by FERPA in accordance with the terms of the Agreement. The IU further agrees that Student Information of which the IU is in possession or to which the IU is provided access will be kept confidential and that it will not disclose any such Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to the IU's employees and representatives who need to know such information for the sole purpose of delivering educational services as an educational agency in accordance with the terms of the Agreement. The IU's employees or representatives must agree to be bound by the terms hereof to the same extent as if they were parties hereto. **By this Section 5 Customer designates the IU as Customer's authorized representative and the duties contained in the Agreement promote a legitimate educational interest.**

(c) In the event that the IU is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Student Information, the IU shall provide Customer with written notice of any such request or requirement so that Customer may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, the IU is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, the IU may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which the IU reasonably believes it is legally required to disclose, provided that the IU exercises reasonable efforts to preserve the confidentiality of the Student Information.

(d) Upon expiration or termination of the Agreement, the IU shall return all Student Information promptly to Customer and no copy thereof shall be retained. The IU shall certify in writing to Customer that such action has been taken. Notwithstanding the return of the Student Information, the IU shall continue to be bound by its confidentiality obligations hereunder.

(e) It is further understood and agreed that money damages will not be sufficient remedy for any breach of the IU's confidentiality obligations and that Customer shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by the IU, but shall be in addition to all other remedies available by law or equity to Customer.

(f) Pursuant to Pennsylvania's Breach of Personal Information Notification Act, the IU agrees to immediately (within two business days), following discovery, notify Customer of any unauthorized access and/or acquisition of computerized data that materially compromises the security or confidentiality of any personal information of Customer maintained by the IU. The IU must provide a description of what occurred to Customer and investigate all thefts and/or exposure and

determine if a law enforcement agency is to be contacted. A copy of any police reports received by the IU shall be provided to Customer. If the IU maintains specific data for evaluation purposes, it shall remove access to the source as soon as possible in an effort to prevent further breaches of security or confidentiality of personal information.

6. Conditions of Customer's Rights.

(a) Customer shall make no use of IU Technology other than for Customer's own purposes consistent with the Agreement without the prior written consent of the IU. Upon expiration or termination of the Agreement, any and all rights granted to Customer under the Agreement shall terminate, unless otherwise expressly provided herein.

(b) To the extent that the IU's wide area network ("WAN") is utilized by Customer in a manner related to the Agreement, Customer's rights under the Agreement are subject to and conditioned upon Customer entering into and fully complying with an agreement acceptable to the IU providing for the use by Customer of the WAN, unless this condition is expressly waived in writing by the IU.

(c) To the extent that any contract or license (a "Necessary License") is required of the Customer by the IU or is otherwise necessary for the lawful exercise of Customer's rights under the Agreement, Customer's failure to maintain a Necessary License shall immediately and without notice terminate the IU's obligation to perform its related duties under the Agreement, without limiting any other rights or remedies of the IU arising therefrom. Customer shall notify the IU in writing not less than thirty (30) days prior to the expiration of a Necessary License of the date upon which the Necessary License will expire. Notwithstanding the termination of one or more aspects of the Services consistent with this Section 7(c), all remaining Services not impacted by the expiration of the Necessary License shall continue, and Customer's obligation to pay the pro-rata portion of the Fee for those remaining aspects of the Services shall continue.

(d) Customer shall comply with all applicable laws, rules, regulations, and agreements with regard to its exercise of its rights under the Agreement, and with regard to its use of IU Technology and the WAN, including, without limitation, the IU rules and policies disclosed in writing to Customer (as they may exist and/or be revised from time to time) and all contracts/agreements applicable to Customer's use of IU Technology and the WAN.

(e) The IU reserves the right (without obligation), to periodically and on an as-needed basis perform/provide upkeep, upgrades, repairs, replacements, and maintenance with respect to IU Technology, and to inspect the settings and configuration of IU Technology, at any time(s), which may cause limited availability interruptions; in this regard, the IU will endeavor to provide reasonable advance notice to Customer of such interruptions, when practicable.

(f) Customer shall not use, nor permit the use of any services provided by the IU pursuant to the Agreement or IU Technology in any way that: (i) disrupts the normal use thereof by IU or other customers; (ii) permits or allows the propagation of computer worms or viruses or the use of IU's network or system for unauthorized access or entry to the data, devices, or resources of others; (iii) attempts, without authorization, to modify, alter, copy, reverse engineer, decompile, or disassemble any propriety work of the IU or others in whatever form (or is successful in doing so); (iv) violates the rights of the IU or any other person or entity; or (v) broadcasts Routing Internet Protocol (RIP) or any other inter-router protocol.

(g) Customer shall not in any manner, in whole or in part, resell or attempt to resell any IU Technology, Licensed Materials, Supplemental Materials, or other rights and benefits arising from the Agreement and/or these Terms and Conditions.

7. Disclaimers of Warranties and Remedies. THE IU MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE AGREEMENT, THE LICENSED MATERIALS, ANY SUPPLEMENTAL MATERIALS, THE SUPPORT SERVICES, THE HOSTING SERVICES, IU TECHNOLOGY, THE PREMISES, THE AVAILABILITY OR ADEQUACY OF ELECTRIC POWER, THE LOCATION, THE WAN, THE ADEQUACY OF IU TECHNOLOGY, THE AVAILABILITY OF IU TECHNOLOGY OR THE WAN, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. In the event the IU is unable to satisfy its obligations under the Agreement at any time or commits any other material default hereunder, then upon written notice to the IU with a thirty (30) day opportunity to cure, Customer may terminate the Agreement. In the event Customer terminates the Agreement prior to the expiration of the then current term for the foregoing reason, a pro-rated amount of the Fee previously paid for the payment period in which such termination occurs shall be refunded to Customer. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL THE IU BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, OR CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF THE USE OR PERFORMANCE OF, OR INABILITY TO USE, OR THE LOSS OF, ANY SERVICES, LICENSED MATERIALS, IU TECHNOLOGY, THE CONTENTS OF IU TECHNOLOGY, OR THE WAN, EVEN IF THE IU HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8. Default/Termination.

(a) The IU shall be permitted to terminate or suspend the Agreement, in whole or in part, upon written notice to Customer to be effective immediately or upon any future date selected by the IU, if Customer:

(i) commits a breach of any obligation or fails to comply with any of the terms of the Agreement and does not remedy such breach or failure within thirty (30) days after receiving notice thereof;

(ii) violates any laws or regulations in connection with Customer's performance of its requirements under the Agreement or its participation in or receipt of services from the IU, or commits any breach or default of Customer's agreement(s) or commits any breach or default of any laws or regulations applicable to its use of the WAN, IU Technology, or IU Services (subject to any applicable cure periods thereunder);

(iii) takes any action or engages in any operation or activity which places the IU, the WAN, IU Technology, or the funding of any related activities or services in jeopardy or exposes the IU to any liability or penalty under the laws of any jurisdiction to which it is subject;

(iv) is or becomes suspended or debarred by the Commonwealth of Pennsylvania or the federal government; or

(v) takes any act or there occurs any other event or occurrence that the IU reasonably considers just cause for termination.

(b) The IU also shall be permitted to terminate the Agreement, upon written notice to Customer, if any material element, including the WAN or IU Technology, no longer exists or is cancelled, eliminated or discontinued for any reason and at any time, or if the funds or funding to support the services provided under the Agreement (or a material portion thereof) is/are not budgeted or appropriated, or if the IU is no longer able to deliver the services or are otherwise unavailable for any reason, at any time.

(c) In the event of a termination or suspension as described in Subsection 9(a) above, no pro-rated refund will be due Customer of any Fees paid for periods after such termination or suspension.

(d) Upon expiration or termination of the Agreement for any reason, Customer shall within sixty (60) days cease usage and return all copies of the Licensed Materials, Supplemental Materials, and any related materials and information and all copies thereof (in whatever form) to the IU; remove all of the software, data, and other contents placed by Customer on IU Technology; and remove any customer-owned

hardware from the IU's Premises. The IU will remove any IU Technology from Customer's site within sixty (60) days of expiration or termination of the Agreement.

9. Indemnification. Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or other otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.

10. Miscellaneous.

(a) Non-Solicitation. Customer acknowledges that the IU has invested significant resources in the training of its employees and that these employees are a valuable resource. Accordingly, during the term of the Agreement and for a period of one (1) year following termination or expiration of the Agreement for any reason, Customer shall not directly or indirectly, (i) solicit, hire, engage or receive the services of or from any employee, representative, contractor or agent of the IU who performed services with the IU during the term of the Agreement and who performed services for or had contact with Customer on behalf or at the request of the IU during the term of the Agreement (each, a "Protected Person"), or (ii) encourage or assist any Protected Person to terminate such Protected Person's employment, contract or other relationship with the IU. If Customer retains or hires a Protected Person, it shall be liable for thirty percent of the employee's then base salary or the value of the contract for the first 12 months of engagement to compensate for the loss of revenue, the impact of a transition and to recover the cost of training. Customer agrees that such liquidated damages is a reasonable approximation as of the making of the Agreement of the monetary damages the IU would suffer since actual and precise damages are difficult to establish with certainty in advance. Customer agrees to notify the IU in writing when it establishes any relationship with a Protected Person and to pay liquidated damages within ten days following such notice. This Section shall survive termination or expiration of the Agreement for any reason.

(b) Immunity. Nothing in the Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to the IU or Customer (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the IU or Customer from which it would otherwise be immune under applicable law.

(c) Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions**,** general strikes throughout the trade, work stoppages, accidents and freight embargos. and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. Either party shall orally notify the other within forty-eight (48) hours and notify in writing within five (5) days of the date on which either party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, either party may elect to cancel this Agreement, or to extend the time to cancel this Agreement, or to extend the time for performance as reasonably necessary to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the delay.

(d) Entire Agreement and Modification. The Agreement constitutes the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as contained herein. The IU and Customer further agree that the Agreement shall not be modified, except by a written instrument signed by both the IU and Customer. All exhibits attached to the Agreement are incorporated by reference and are a part hereof.

(e) Cost of Enforcement. If either the IU or Customer is required to engage in any proceedings, legal or otherwise to enforce its rights under the Agreement, the prevailing party shall be entitled to recover from the other, in addition to any other sums due, its reasonable attorneys' fees, costs, and disbursements involved in said proceedings.

(f) Notices. All notices and other communications under the Agreement shall be in writing and shall be deemed to have been given one (1) day after being sent by reputable overnight courier or sent by fax or email to the party at the address (or fax number) such party may indicate in writing, except that invoices shall be sent to Customer in accordance with standard procedures to the address of Customer reflected in the IU's records.

(g) Survival. The provisions of the Agreement imposing restrictions on the Customer shall survive termination or expiration of the Agreement.

(h) Successors and Assigns. The Agreement shall inure to the benefit of and be binding upon the IU and Customer and their respective successors and permitted assigns. The Agreement may not be assigned by Customer without the prior written consent of the IU. The IU may, without Customer approval, assign its rights and responsibilities under the Agreement; provided, however, that if the IU assigns its rights and responsibilities under the Agreement to a commercial, for-profit entity without Customer's written approval, then within sixty (60) days of the effective date of such assignment Customer may terminate the Agreement by providing written notice, with said termination effective not less than thirty (30) days after said notice.

(i) Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect and in no way be affected, impaired or invalidated.

(j) Governing Law and Jurisdiction. The Agreement and its validity, interpretation, performance, and enforcement shall be governed by the internal laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-law rules. Any disputes hereunder shall be litigated exclusively in the state or federal courts having jurisdiction in Lancaster County, Pennsylvania, by non-jury trial, and the IU and Customer each hereby agree to such exclusive jurisdiction and waive all rights to a jury trial. Customer and the IU also each hereby agree that all service of process, including any instrument to initiate suit, shall be effective if served in accordance with Pennsylvania law.

(k) Waivers and Amendments. No waiver by any party of any condition, or the breach of any term or covenant contained in the Agreement or in these Terms and Conditions, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition. No provisions of the Agreement or these Terms and Conditions may be changed or modified except by a written instrument signed by the IU and Customer.

(l) Interpretation. Headings contained in the Agreement are for convenience of reference only and are not to be considered in construing the respective language of those documents. Words used herein and in the Agreement, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. The word "including" when used herein is intended to be exemplary and inclusive of the word or phrase it modifies, and is not intended to be exclusive or limiting.

(m) Mutual Drafting. Both Customer and the IU have been represented

or have had the opportunity to be represented by counsel in connection with the Agreement, and thus the Agreement shall not be construed against either party by reason of such party or its counsel having drafted the Agreement.

(n) Counterparts. The Agreement may be executed in several counterparts of which shall be deemed an original part which together shall constitute one and the same instrument.

(Remainder of page intentionally left blank).

STATEMENT OF WORK

21st Century Cyber Charter School
1245 Wrights Lane
West Chester, PA 19380
Attn: George Wade

IU13 Tech Support and Consulting- IU13 will assist 21st Century Cyber Charter School (21CCCS) with their Unified Communications Project Implementation. The project will leverage Microsoft Teams and Microsoft Teams Voice. Billable time will be tracked on the Web Help Desk. 21CCCS will be billed for the actual time used at the completion of the project.

Project Scope:

- Provision with Microsoft calling plan licensing
- Configure voice apps (Auto Attendant and Call Queue)
- Assist with telephone number port from current provider (Comcast) to Microsoft

Roles and Responsibilities:

- **Service Provider:**
  - Responsible for provisioning Microsoft Calling Plan and ensuring successful integration
- **System Administrator for MS Teams:**
  - Verify Microsoft Calling Plan Licensing is applied correctly
  - Conduct a Teams Policies Overview- Check Teams, Meetings, Messaging, Calling, Guest policies, etc.
  - Assign DID's by AD Extension attribute
  - Configure Auto Attendants
  - Configure Call Queues
  - Assist with the configuration of hard phones
- **Sr Level Telecommunication Engineer for MS Teams:**
  - Configure MS Teams tenant for direct Routing PSTN access for PBX users/endpoints
  - Build dial plan, voice routes, PSTN usage, and emergency policies (as needed) for customer Teams tenant
  - Assist with implementation of E911 with MS Teams Location Information Service (LIS) for all sites
- **21CCCS:**
  - Responsible for providing access to required systems
  - Installation of physical phones
  - Coordinating staff participation in training
  - Support project scheduling and communications

Timeline:
The implementation will be completed over a mutually agreed time-frame, with key milestones including SIP trunk provisioning, Teams setup, device installation and user on boarding. A detailed project plan will be developed and reviewed with district stakeholders.

Assumptions:

- 21CCCS will provide timely access to necessary infrastructure and resources.
- Any required cabling upgrades or switch replacements are handled by the district or as a separate project.
- Emergency system integration (e.g.,911, paging) will be coordinated with district safety team.
- Ongoing support and maintenance can be contracted separately after initial deployment.

1020 New Holland Ave.
Lancaster PA 17601
717-606-1600
technology@iu13.org

May 14, 2026

Bill To:

21st Century Cyber Charter
1245 Wrights Lane
West Chester PA 19380
techsupport@21cccs.org
Attn: **George Wade**

484-875-5462

Tech Support and Consulting: IU13 will assist 21st Century Cyber Charter School (21CCCS) with their Unified Communications Project Implementation as outlined in the SOW. Billable time will be tracked on the Web Help Desk. 21CCCS will be billed for the actual time used at the completion of the project.

Contract Start Date: 5/14/2026

Contract End Date: 6/30/2027

Qty	Description	Unit Price	Total
20	Non-Member District Rate Sr. Sys/ Network Admin Hourly	$160.00	$3,200.00
			Order Total: $3,200.00

Quote expires: 06/30/2026

Signature: _____

© 2026 - Lancaster-Lebanon IU13 Software Sales, 1020 New Holland Avenue, Lancaster PA 17601 717-606-1810

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Telesystem
IT's About Trust

Dedicated Services | Agreement

RFQ: 5389055384

Telesystem Sales Rep:	Telesystem Rep ID:	PID:	Existing Account Number:
Amy Seiler	C139	IU13	.

Customer Name: 21st Century Cyber Charter			
Billing Address: 1245 Wrights Ln			**County:** USA
City: West Chester	**State:** PA		**Zip:** 19380
Contact:	**Phone:**	**E-Mail:**	
Tax Exempt: Yes No **If Yes, please supply Federal and/or State tax exemption documents.**			**Contract Term:** 36 months

1245 WRIGHTS LN, WEST CHESTER, PA 19380

Monthly Recurring Charges	Product Code	QTY	Unit Price	Monthly
Enhanced SIP Trunk for MS Teams - Unlimited	SIPEHEU	20	$2.25	$45.00
Access Recovery Charge	BARC	20	$3.06	$61.20
DID Number	DIDI	305	$0.25	$76.25
Customer must have their own Microsoft Admin for Implementation		1	$0.00	$0.00
Unlimited Local/LD	UB059	20	$0.00	$0.00
E911 included (Additional E911 billed at $1 Per TN)	E911DID	1	$0.00	$0.00

Non-Recurring Charges	Product Code	QTY	Unit Price	One-Time
Enhanced SIP Trunk for MS Teams - Unlimited	SIPEHEU	20	$0.00	$0.00

Site Total	**Monthly**	$182.45	**One-Time**	$0.00
Order Totals	**Monthly**	$182.45	**One-Time**	$0.00

Should bundled minutes be provided, the listed rates are utilized for any overage in usage. Unless otherwise indicated, International Rates for both outbound and inbound calling are standard and are available via your Telesystem account representative.
Rates are applicable for all locations, unless otherwise noted in the Rate Schedule. Directory Assistance is available at $2.75/minute.
Taxes, surcharges and/or fees are not included.

By signing this Agreement, I hereby authorize Block Line Systems ("Telesystem") to provide the Services listed herein and on any/all attachments.

I agree to pay all charges incurred on my Telesystem account, and I expressly agree to and accept: (1) the terms and requirements of any applicable third-party end-user license agreements; and (2) such additional terms and conditions found on these links as they may be modified in the future:

Terms of Service https://www.trusttelesystem.com/terms-of-service

By its signature below, Customer is authorizing Telesystem to process this agreement. Customer hereby acknowledges that it has read, understands, and agrees to the additional terms and conditions included in the links above, and forgoes all limitations on Service.

I represent that I am authorized to make these selections for the telephone lines and services listed.

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CUSTOMER	TELESYSTEM
Name: Andrea Fox,	Name:
Title: Board of Trustees Chairperson	Title:
Authorized Signature	Date: 6-1-2026
Authorized Signature	Date

Docusign Envelope ID: A6F958E9-8A85-888A-819D-016879B04932

Telesystem | IT's About Trust

Dedicated Services | Terms and Conditions

This is a condensed version of our Terms and Conditions. The full version can be found under the appropriate area at:

https://telesystem.us/hubfs/Website/Terms%20of%20Service/Telesystem%20Terms%20and%20Conditions%209.5.2023.pdf

1. Rates and Service

Block Line Systems (Telesystem) shall provide the Customer with the services indicated on the attached Service Agreement. During the term of these Services, Telesystem will comply with all applicable rules and regulations filed with appropriate federal and state regulatory agencies which govern the tariffs associated with the services. In the event of a conflict between this Agreement and such tariffs, the tariffs shall control. If any portion of this Agreement shall at any time violate any law, the same shall not affect the remainder of this Agreement, which shall be construed as if such portion had not been contained herein. Any additional services as required by the Customer shall become part of this Agreement and subject to the same terms and conditions. Customer agrees to cooperate with Telesystem's representatives by allowing access to premises for installation of any equipment necessary to accomplish proper operation of the services. Customer acknowledges that Telesystem will provide support services after the installation has been completed and Customer has accepted services. Support rendered post installation, determined to be a Customer issue, would be billable at $250/hour and invoiced in 1-hour increments. Customer acknowledges that Telesystem is subject to any and all regulated charges and fees, which are approved by state, federal, or any other applicable agencies, and that customer charges are subject to these changes. Telesystem reserves the right to alter Customer pricing with seven (7) days written notice.

2. Service Term

This Agreement is enforceable upon complete execution by the parties. Parties shall agree on a Dedicated Services form, which lists services to be provided and the contract term for those services. The term shall commence on the date of the earliest Service Activation Date for any of the services listed and shall run for the stated term from the date of the latest Service Activation Date for any of the services. By way of illustration and not limitation, if the term shown on the Dedicated Services form is 36 months, the service term will commence on the date of the earliest Service Activation Date for any service shown on that form and will end 36 months after the latest Service Activation Date for any service shown on the same form. Once that initial term runs, the service for a given Dedicated Services form shall automatically renew for one (1) year terms thereafter unless notification of non-renewal is provided at least 60 days' prior to the expiration of a term. Customer must inform Telesystem of its intention to not renew or otherwise terminate said service by certified mail, return receipt requested. In the event of the early termination of any service term by customer, or termination by Telesystem for material breach, Customer shall pay Telesystem all non-recurring charges plus all recurring charges and the average monthly usage charges projected through the end of the then current term; and, to the extent not covered by other amounts due Customer's pro-rata share of any third-party license and other fees incurred by Telesystem to provide the Services. In the event certain services are terminated and other services are continued, Telesystem reserves the right reasonably to increase the rate on those remaining services for the remainder of the applicable term. In the event of a customer caused delay in the Service Activation Date, Telesystem reserves the right to apply charges, and customer agrees to pay such charges, prior to activation. If the customer cancels service prior to the Service Activation Date, Telesystem shall bill customer all contracted monthly recurring charges (MRCs) through the life of the term, plus any incremental non-recurring charges (NRCs) charged to Telesystem for service implementation. Subject to the aforementioned, the customer may elect to opt into a month-to-month term for a given service; Telesystem reserves the right to increase the recurring and usage charges effective the date the month-to-month term begins.

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3. E911 Service and Acknowledgement Statement

Telesystem's dedicated service supports E911 in much the same way as traditional circuit-based local telephone service with certain exceptions. This notification, issued pursuant to FCC Order, is to inform Telesystem's dedicated customers of limitation in the E911 service associated with their dedicated services. Under certain circumstances, E911 service may not be available through your dedicated service. For example, E911 service may not be available in the event you relocate and use your VoIP compatible equipment at a location other than your premise (e.g. soft phone or remote HBPX). E911 will also not be available through your dedicated service if (i) your VoIP compatible equipment fails, (ii) your broadband connection fails, (iii) you lose electrical power to your VoIP compatible equipment, or (iv) your VoIP broadband or ISP service is suspended or terminated. Finally, E911 service may not be available through your dedicated service (i) if you use a telephone number with your VoIP service which is not native to the geographic area in which you are located or (ii) during the period in which the physical location at which you registered to use your VoIP service is being uploaded into pertinent databases. The FCC mandates that Telesystem obtain an affirmative acknowledgement that its dedicated customers have read and understand this notification. Please acknowledge you have read this notification and understand the limitations associated with your VoIP services by signing this Agreement. By signing this Agreement, you also acknowledge you are authorized to represent and make decisions regarding the telecommunication services provided to this account.

Customer Initia _____

4. Equipment

Telesystem retains all rights, title and interest in the Telesystem provided equipment located at your site. Customer will provide Telesystem access to this equipment, as needed, to ensure operation and for any required maintenance. On the day of the equipment delivery, a Telesystem technician will dispatch to the service location to extend the loop or BYOB connection and install the necessary hardware. The first hour of both travel and labor is covered under this Agreement; any additional time will be billed at the rate of $250/hour billed in 1-hour increments. Upon termination or expiration of the Service Agreement, Customer agrees to return equipment as directed by Telesystem or to allow Telesystem to remove the equipment subject to reasonable charges for removal. Failure to return the equipment or arrange for its removal within 30 days of disconnect or usage/destruction above normal wear and tear will result in a onetime charge equaling the replacement value of the equipment plus and any other costs associated with the recovery of the equipment. Furthermore, any damage or destruction to the equipment during the term of the Agreement will result in a charge to the customer if it was determined by the equipment manufacturer or Telesystem the equipment was not defective at installation. Telesystem shall not be responsible for or maintain or service any customer owned equipment. Customer provides all LAN and wiring. Any additional cost incurred to install wiring or other computer infrastructure to accommodate the new services will be responsibility of the customer.

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6. Billing and Payment Obligation

Billing for the service component will begin on the Service Activation Date, as specified, for the specific service type. The Service Activation Date is the date: (i) Equipment is installed and tested at the Customer's locations, and (ii) IP connectivity to Provider has been established, OR (iii) 30 calendar days after the loop install is tested and accepted. Customer Premise Equipment (CPE) related costs and installation fees will be billed upon CPE activation per location. Customer shall be billed for services monthly by Telesystem or its duly appointed billing agent, and Customer agrees to pay for services and any applicable federal, state and local taxes, regulatory surcharges and/or applicable fees associated with the services, within 25 days of the bill date. These credit terms will be provided when a routine credit check has been performed by Telesystem. This credit check procedure may result in a deposit or prepaid terms required by Telesystem. Telesystem may, at its discretion, change credit terms assigned. All billing disputes must be submitted in writing within 60 days of the date of the invoice on which the error or problem first appeared. Failure to comply with this time frame requirement will result in a denied claim. The invoice shall be considered past due after 25 days of the bill date. Payment shall be remitted in U. S. funds to the current address of Telesystem. Interest of 1.5% (or as permitted by law) per month will be assessed on past-due amounts. Telesystem will notify Customer by mail that the account is past due. If payment with interest has not been received within 30 days of the bill date service could be suspended and a reactivation fee will be assessed prior to reactivation of service. Telesystem reserves the right to charge a return check fee. Customer shall pay all collection costs including reasonable attorney's fees. All system implementation and training fees will be billed immediately following contract execution.

7. Use of Customer Information

In the course of providing service to Customer, Telesystem will obtain certain usage-related information about the type, quantity or amount of telecommunications services that Customer uses. This information is referred to as customer proprietary network information ("CPNI") under federal law. Telesystem policy regarding CPNI information and changes when calling into support will require you to provide your Telesystem account number as part of the verification process. Telesystem also obtains and possesses information regarding the number called or the number from which a call was placed and the time, location or duration of any calls. This information is referred to as Call Detail Records. The use of the term CPNI includes Call Detail Records. You have the right, and we have a duty, to protect the confidentiality of Customer's CPNI. Under federal law, we may use your CPNI to provide service to you, to bill and collect for such services, to protect our property rights and as otherwise permitted or required by law. In addition, Telesystem may use CPNI to offer you better prices or packages of the types of services you currently receive from Telesystem and to market other services as well. Telesystem will seek your approval in accordance with FCC rules prior to using CPNI to market other services to you. Telesystem will not disclose CPNI to independent contractors or joint venture partners without obtaining your prior approval in accordance with FCC rules. If you obtained service from Telesystem with the assistance of an independent Sales Agent, you hereby consent to Telesystem sharing CPNI with the Sales Agent(s) so that Sales Agent may use this information in marketing additional products and services to Customer offered by Telesystem or its affiliates. You may withdraw this consent at any time by contacting Telesystem directly. Except as described above, Sales Agent will not share this information with any third parties nor use this information.

8. Consultation

Telesystem may offer consultation services from time to time. You understand that Telesystem's sole responsibility under this Agreement is to perform the Services (which include without limitation consulting services, if any) in good faith. You further understand and agree that Telesystem is not responsible for any actions or consequences whatsoever that result from following or declining to follow any advice or recommendation of Telesystem, it being acknowledged and agreed by the Customer that Telesystem's services provided under this Agreement are consulting only. You understand and agree that the Customer is solely responsible for its own conduct and action, including without limitation whether or not to follow any advice or consultation, and that Telesystem's sole liability will be for acts constituting bad faith by Telesystem or its willful misfeasance or reckless disregard of its duties. The parties hereto recognize and agree that the effectiveness of the Services and the success of any actions undertaken by Customer are not guaranteed or warranted by Telesystem in any respect whatsoever.

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9. Entire Agreement

This Agreement sets forth the entire understanding between the parties and supersedes all prior understandings and oral arrangements, unless there is a written modification prior to agreement signature, amendment or rider executed by an Officer of Telesystem. It is agreed and acknowledged that this Agreement was complete on its face when executed and that this Agreement is made and accepted on the express warranty and representation that the Customer has the authority to negotiate this Agreement. The waiver by any party of any term or condition of this Agreement at any time shall not be construed as a waiver of that or any other term or condition at any other time.

Customer Initia _____

QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1615981-1
DATE: MAY 7, 2026

TO:
Heather Messenger
21st Century Cyber Charter School
1245 Wrights Ln
West Chester, PA 19380

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	ACCOUNT #	QUOTE VALID UNTIL
Alysa Beer		A11-618498	August 19, 2026

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Power-up PD Package	1	$1,595.00	$1,595.00
		Total Price	$1,595.00

TOTALS	
Total Services List Price	$1,595.00
Grand Total	$1,595.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1615981-1. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1615981-1
May 7, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Heather Messenger
21st Century Cyber Charter School
1245 Wrights Ln
West Chester, PA 19380

CONSUMABLES INFO

Salesperson	Quote #	Account #
Alysa Beer	**1615981-1**	**A11-618498**

PAYMENT PLAN

Amount	Invoice date
$1,595	**May 21, 2026**
TOTAL	**$1,595**

Price valid until August 19, 2026

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** 6-1-2026

Andrea Fox, Board of Trustees Chairperson

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

July 2026

	Su	M	Tu	W	Th	F	Sa
260 Staff - 23				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

July	
3	School & Offices Closed
6/29,30 & 7/1,2	Follow Normal Work Hours: 7:30 AM - 3:30 PM
10, 17, 24, 31	Summer Schedule - Offices Closed

August 2026

	Su	M	Tu	W	Th	F	Sa
260 Staff - 21							1
193 Staff - 14	2	3	4	5	6	7	8
Students - 9	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

August	
3, 4 & 5	New Teacher Orientation
7 & 14	Summer Schedule - Offices Closed
11-13, 17 & 21	Teacher PD - School not is session for students
17	**Welcome Back Night - 7:00 - 8:00 PM**
18	First Student Day
18, 19, 20	Schoolwide Student Orientation
24	**1st Marking Period Begins**

September 2026

	Su	M	Tu	W	Th	F	Sa
260 Staff - 22			1	2	3	4	5
193 Staff - 21	6	7	8	9	10	11	12
Students - 21	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

September	
2	**Meet the Teacher Night - 6:00 - 8:00 PM**
4	Early Dismissal @ 11:30 AM - All Students & Staff
7	School & Offices Closed
15	Half Day Students; AM Staff PD

October 2026

	Su	M	Tu	W	Th	F	Sa
260 Staff - 22					1	2	3
193 Staff - 21	4	5	6	7	8	9	10
Students - 19	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

October	
9	Early Dismissal at 11:30 AM Students; PM Staff PD
12	School not in session for students & teachers
28	**1st Marking Period Ends**
29- 30	Transition Days - students not in session

November 2026

	Su	M	Tu	W	Th	F	Sa
260 Staff - 21	1	2	3	4	5	6	7
193 Staff - 19	8	9	10	11	12	13	14
Students - 19	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30					

November	
2	**2nd Marking Period Begins**
11	Report Cards
16	Half Day Students; AM Staff PD
23 - 24	Half Day Students 7:30 AM - 11:30 PM; **PM** Parent-Teacher Conferences
25	Half Day Students 11:30 PM - 3:30 PM; **AM** Parent-Teacher Conferences
26 - 27	School & Offices Closed

December 2026

	Su	M	Tu	W	Th	F	Sa
260 Staff - 23			1	2	3	4	5
193 Staff - 14	6	7	8	9	10	11	12
Students - 14	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

December	
21-23 & 28-31	No School for Students and Teachers
24 - 25	Offices Closed - 260 Staff
21-23 & 28-31	Offices Open - 260 Staff

January 2027

	Su	M	Tu	W	Th	F	Sa
260 Staff - 21						1	2
193 Staff - 19	3	4	5	6	7	8	9
Students - 17	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						

January	
1	School & Offices Closed
18	School & Offices Closed
20	**2nd Marking Period Ends**
21 - 22	Transition Days - students not in session
25	**3rd Marking Period Begins**

February 2027

	Su	M	Tu	W	Th	F	Sa
260 Staff - 20		1	2	3	4	5	6
193 Staff - 18	7	8	9	10	11	12	13
Students - 18	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28						

February	
3	Report Cards
4	Early Dismissal at 11:30 AM Students; PM Staff PD
12 - 15	School & Offices Closed
22 - 26	Parent-Teacher Conferences (Full student days)

March 2027

	Su	M	Tu	W	Th	F	Sa
260 Staff - 23		1	2	3	4	5	6
193 Staff - 19	7	8	9	10	11	12	13
Students - 19	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			

March	
10	Half Day Students; AM Staff PD
24-26 & 29	School not in session for students & teachers
26	Offices Closed - 260 Staff

April 2027

	Su	M	Tu	W	Th	F	Sa
260 Staff - 22					1	2	3
193 Staff - 22	4	5	6	7	8	9	10
Students - 20	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	

April	
2	**3rd Marking Period Ends**
5 - 6	Transitions Days - students not in session
7	**4th Marking Period Begins**
19	Half Day Students; AM Staff PD
21	Report Cards

May 2027

	Su	M	Tu	W	Th	F	Sa
260 Staff - 21							1
193 Staff - 20	2	3	4	5	6	7	8
Students - 20	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

May	
3 - 7	PSSA Testing Window
17 - 21	Keystone Testing Window
31	School & Offices Closed

June 2027

	Su	M	Tu	W	Th	F	Sa
260 Staff - 22			1	2	3	4	5
193 Staff - 6	6	7	8	9	10	11	12
Students - 4	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

June	
4	**4th Marking Period Ends**; Early Dismissal at 11:30AM (students)
7	Transition Day - students not in session
8	Flex Day Make-up
9	Murrysville Graduation - Tentative
10	West Chester Graduation - Tentative
14 - 17	Follow Normal Work Hours: 7:30 AM - 3:30 PM
18	Offices Closed - 260 Staff
21	Report Cards
11 & 25	Summer Schedule; Offices Closed



21ST CENTURY CYBER CHARTER SCHOOL



FINAL GENERAL FUND BUDGET

Fiscal Year 2026-2027

General Fund Budget Approval

Date of Adoption of the General Fund Budget:

President of the Board - Original Signature Required — **Date**

Secretary of the Board - Original Signature Required — **Date**

Chief School Administrator - Original Signature Required — **Date**

Jonathon Shiota — **Contact Person**

(484)875-5412 Extn : — **Telephone** **Extension**

jshiota@21cccs.org — **Email Address**

Val Number	Description	Justification
1010	Budget Approval Date is required before submission on Contact Screen and cannot be a future date.	
8150	Ending Fund Balance Entry and Budgetary Reserve: If 0830 Committed Fund Balance is not equal to 0, a justification must be entered below.	We keep our fund balance committed to academic and operation related improvements across our school.

ITEM	AMOUNTS	
Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		
0810 Nonspendable Fund Balance	37,037	
0820 Restricted Fund Balance		
0830 Committed Fund Balance	18,048,447	
0840 Assigned Fund Balance		
0850 Unassigned Fund Balance		
Total Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		**$18,048,447**
Estimated Revenues And Other Financing Sources		
6000 Revenue from Local Sources	13,627,795	
7000 Revenue from State Sources	45,746	
8000 Revenue from Federal Sources	308,187	
9000 Other Financing Sources		
Total Estimated Revenues And Other Financing Sources		**$13,981,728**
Total Estimated Fund Balance, Revenues, and Other Financing Sources Available for Appropriation		**$32,030,175**

		Amount
REVENUE FROM LOCAL SOURCES		
6500	Earnings on Investments	575,000
6700	Revenues from LEA Activities	15,000
6800	Revenues from Intermediary Sources / Pass-Through Funds	204,930
6940	Tuition from Patrons	12,832,865
REVENUE FROM LOCAL SOURCES		**$13,627,795**
REVENUE FROM STATE SOURCES		
7330	Health Services (Medical, Dental, Nurse, Act 25)	20,000
7505	Ready to Learn Block Grant	25,746
REVENUE FROM STATE SOURCES		**$45,746**
REVENUE FROM FEDERAL SOURCES		
8514	Title I - Improving the Academic Achievement of the Disadvantaged	263,127
8515	Title II - Preparing, Training, and Recruiting High Quality Teachers and Principals	22,079
8516	Title III - Language Instruction for English Learners and Immigrant Students	2,000
8517	Title IV - 21st Century Schools	20,981
REVENUE FROM FEDERAL SOURCES		**$308,187**
TOTAL ESTIMATED REVENUES AND OTHER SOURCES		**13,981,728**

Description	Amount
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	5,253,397
1200 Special Programs - Elementary / Secondary	1,820,352
1300 Vocational Education	117,746
1400 Other Instructional Programs - Elementary / Secondary	195,000
1700 Higher Education Programs for Secondary Students	18,000
Total Instruction	**$7,404,495**
2000 Support Services	
2100 Support Services - Students	2,161,341
2200 Support Services - Instructional Staff	3,075,755
2300 Support Services - Administration	1,131,193
2400 Support Services - Pupil Health	178,650
2500 Support Services - Business	1,012,385
2600 Operation and Maintenance of Plant Services	663,986
2700 Student Transportation Services	40,000
2800 Support Services - Central	1,638,368
Total Support Services	**$9,901,678**
3000 Operation of Non-Instructional Services	
3200 Student Activities	53,500
Total Operation of Non-Instructional Services	**$53,500**
4000 Facilities Acquisition, Construction and Improvement Services	
4000 Facilities Acquisition, Construction and Improvement Services	58,500
Total Facilities Acquisition, Construction and Improvement Services	**$58,500**
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	12,000
Total Other Expenditures and Financing Uses	**$12,000**
Total Estimated Expenditures and Other Financing Uses	**$17,430,173**

Description	Amount
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	
100 Personnel Services - Salaries	2,766,144
200 Personnel Services - Employee Benefits	1,693,895
300 Purchased Professional and Technical Services	280,627
400 Purchased Property Services	1,500
500 Other Purchased Services	223,981
600 Supplies	285,250
800 Other Objects	2,000
Total Regular Programs - Elementary / Secondary	**$5,253,397**
1200 Special Programs - Elementary / Secondary	
100 Personnel Services - Salaries	729,287
200 Personnel Services - Employee Benefits	640,635
300 Purchased Professional and Technical Services	394,930
500 Other Purchased Services	6,000
600 Supplies	48,500
800 Other Objects	1,000
Total Special Programs - Elementary / Secondary	**$1,820,352**
1300 Vocational Education	
500 Other Purchased Services	117,746
Total Vocational Education	**$117,746**
1400 Other Instructional Programs - Elementary / Secondary	
100 Personnel Services - Salaries	52,986
200 Personnel Services - Employee Benefits	22,014
400 Purchased Property Services	67,500
500 Other Purchased Services	24,000
600 Supplies	25,000
800 Other Objects	3,500
Total Other Instructional Programs - Elementary / Secondary	**$195,000**
1700 Higher Education Programs for Secondary Students	
500 Other Purchased Services	18,000
Total Higher Education Programs for Secondary Students	**$18,000**
Total Instruction	**$7,404,495**
2000 Support Services	
2100 Support Services - Students	
100 Personnel Services - Salaries	1,325,898
200 Personnel Services - Employee Benefits	776,443
300 Purchased Professional and Technical Services	1,250
400 Purchased Property Services	500
500 Other Purchased Services	18,500
600 Supplies	35,250
800 Other Objects	3,500
Total Support Services - Students	**$2,161,341**

Description	Amount
2200 Support Services - Instructional Staff	
100 Personnel Services - Salaries	1,874,688
200 Personnel Services - Employee Benefits	1,045,317
300 Purchased Professional and Technical Services	28,000
400 Purchased Property Services	2,000
500 Other Purchased Services	8,750
600 Supplies	114,250
800 Other Objects	2,750
Total Support Services - Instructional Staff	**$3,075,755**
2300 Support Services - Administration	
100 Personnel Services - Salaries	436,164
200 Personnel Services - Employee Benefits	405,529
300 Purchased Professional and Technical Services	137,500
400 Purchased Property Services	9,500
500 Other Purchased Services	63,500
600 Supplies	35,250
800 Other Objects	43,750
Total Support Services - Administration	**$1,131,193**
2400 Support Services - Pupil Health	
100 Personnel Services - Salaries	88,162
200 Personnel Services - Employee Benefits	80,488
300 Purchased Professional and Technical Services	2,500
400 Purchased Property Services	500
500 Other Purchased Services	3,000
600 Supplies	3,500
800 Other Objects	500
Total Support Services - Pupil Health	**$178,650**
2500 Support Services - Business	
100 Personnel Services - Salaries	518,890
200 Personnel Services - Employee Benefits	363,995
300 Purchased Professional and Technical Services	10,000
400 Purchased Property Services	13,000
500 Other Purchased Services	16,000
600 Supplies	84,500
800 Other Objects	6,000
Total Support Services - Business	**$1,012,385**
2600 Operation and Maintenance of Plant Services	
100 Personnel Services - Salaries	85,000
200 Personnel Services - Employee Benefits	79,986
300 Purchased Professional and Technical Services	32,500
400 Purchased Property Services	290,000
500 Other Purchased Services	88,000
600 Supplies	79,000
700 Property	6,000
800 Other Objects	3,500

Description	Amount
Total Operation and Maintenance of Plant Services	**$663,986**
2700 Student Transportation Services	
500 Other Purchased Services	40,000
Total Student Transportation Services	**$40,000**
2800 Support Services - Central	
100 Personnel Services - Salaries	618,495
200 Personnel Services - Employee Benefits	405,794
300 Purchased Professional and Technical Services	66,000
400 Purchased Property Services	9,500
500 Other Purchased Services	160,079
600 Supplies	373,000
700 Property	2,000
800 Other Objects	3,500
Total Support Services - Central	**$1,638,368**
Total Support Services	**$9,901,678**
3000 Operation of Non-Instructional Services	
3200 Student Activities	
300 Purchased Professional and Technical Services	2,500
400 Purchased Property Services	10,000
500 Other Purchased Services	6,000
600 Supplies	18,000
800 Other Objects	17,000
Total Student Activities	**$53,500**
Total Operation of Non-Instructional Services	**$53,500**
4000 Facilities Acquisition, Construction and Improvement Services	
4000 Facilities Acquisition, Construction and Improvement Services	
400 Purchased Property Services	10,000
700 Property	48,500
Total Facilities Acquisition, Construction and Improvement Services	**$58,500**
Total Facilities Acquisition, Construction and Improvement Services	**$58,500**
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	
900 Other Uses of Funds	12,000
Total Debt Service / Other Expenditures and Financing Uses	**$12,000**
Total Other Expenditures and Financing Uses	**$12,000**
TOTAL EXPENDITURES	**$17,430,173**

Cash and Short-Term Investments	**06/30/2026 Estimate**	**06/30/2027 Projection**
General Fund	8,000,000	5,000,000
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund		
Total Cash and Short-Term Investments	**$8,000,000**	**$5,000,000**

Long-Term Investments	**06/30/2026 Estimate**	**06/30/2027 Projection**
General Fund	11,700,000	12,000,000
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund		
Total Long-Term Investments	**$11,700,000**	**$12,000,000**

TOTAL CASH AND INVESTMENTS	**$19,700,000**	**$17,000,000**

Long-Term Indebtedness	06/30/2026 Estimate	06/30/2027 Projection
General Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations	274,226	45,000
0540 Accumulated Compensated Absences	357,622	300,000
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)	1,879,901	1,879,901
0599 Other Noncurrent Liabilities		
Total General Fund	**$2,511,749**	**$2,224,901**
Public Purpose (Expendable) Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Athletic / School-Sponsored Extra Curricular Activities Fund		

Long-Term Indebtedness	06/30/2026 Estimate	06/30/2027 Projection
Other Capital Projects Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Capital Projects Fund		
Debt Service Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Debt Service Fund		
Food Service / Cafeteria Operations Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Child Care Operations Fund		

Long-Term Indebtedness	06/30/2026 Estimate	06/30/2027 Projection
Other Enterprise Funds		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Enterprise Funds		
Internal Service Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Internal Service Fund		
Private Purpose Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Private Purpose Trust Fund		
Investment Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Investment Trust Fund		

Long-Term Indebtedness	06/30/2026 Estimate	06/30/2027 Projection
Pension Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Pension Trust Fund		
Activity Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Activity Fund		
Other Agency Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Agency Fund		
Permanent Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		

Long-Term Indebtedness	**06/30/2026 Estimate**	**06/30/2027 Projection**
0599 Other Noncurrent Liabilities		
Total Permanent Fund		
Total Long-Term Indebtedness	**$2,511,749**	**$2,224,901**

Short-Term Payables	**06/30/2026 Estimate**	**06/30/2027 Projection**
General Fund		
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund		
Total Short-Term Payables		
TOTAL INDEBTEDNESS	**$2,511,749**	**$2,224,901**

Account	Description	Amounts
0810	Nonspendable Fund Balance	37,037
0820	Restricted Fund Balance	
0830	Committed Fund Balance	14,600,000
0840	Assigned Fund Balance	
0850	Unassigned Fund Balance	2
Total Ending Fund Balance - Committed, Assigned, and Unassigned		**$14,600,002**
5900	**Budgetary Reserve**	
Total Estimated Ending Committed, Assigned, and Unassigned Fund Balance and Budgetary Reserve		**$14,637,039**

Book	Policy Manual
Section	0000 Board of Trustees
Title	Bylaws
Code	0001
Status	Draft
Adopted	November 12, 2013
Last Revised	July 7, 2026
Prior Revised Dates	September 8, 2020, May 11, 2021, January 11, 2022, May 9, 2023, September 12, 2023, May 13, 2025

Article I Name

The name of this corporation is 21st Century Cyber Charter School, lnc. hereafter called '21CCCS'.

Article II Location

The location of the primary office of 21CCCS shall be at 1245 Wrights Lane, West Chester, PA 19380, unless another location is designated by the Board of Trustees.

Article Ill Purpose

21st Century Cyber Charter School is a public school operated pursuant to a charter granted to it by Pennsylvania Department of Education.

Article IV Basic Policies

Section 1.
21CCCS shall be a non-profit, non-sectarian and non-partisan organization.

Section 2.
21CCCS may cooperate or contract with other non-profit or for profit agencies, organizations and entities to perform, promote or otherwise advance its purposes.

Article V Organization

21CCCS shall be organized and governed by the Nonprofit Corporation Laws of the Commonwealth of Pennsylvania, Pennsylvania Act 22 -1997, the school laws of Pennsylvania, its Articles of Incorporation and these Bylaws. Meetings shall be conducted according to 0. Garfield Jones' publication, Parliamentary Procedure at a Glance to the extent the rules of procedure are consistent with the law and governing documents of 21CCCS.

Article VI Board of Trustees

Section 1. Background / Philosophy
Officers and members of the Board of Trustees ('Board') shall have an interest in the operation of a highly innovative charter school designed to meet the instructional and educational needs of school age children in the Commonwealth of Pennsylvania. A significant portion of the Board shall be comprised of experienced public

educators.

Section 2. Membership and Board Terms

The Board of Trustees shall consist a minimum of five (5) nonrelated voting members.

At least one (1) member of the Board shall be a parent of a child currently attending the Charter School. This individual shall be eligible to serve on the Board only so long as their child attends the Charter School.

The Trustees shall be comprised of some combination of the following roles and/or titles: ~~an~~ a former or current employee(s) of a Pennsylvania Intermediate Unit, ~~an active~~ a former or current Pennsylvania public school administrator(s) and/or employee(s), ~~retired~~ a former or current Pennsylvania public school educator(s), a former or current employee(s) of a Pennsylvania institute of higher education, at least one parent of a child enrolled in 21CCCS, and a business, government or community leader from Pennsylvania.

The Trustees shall be elected for terms of three years. Trustees may be re-elected. Trustees shall be installed during the annual meeting of the Board. Unless otherwise arranged, the annual meeting shall be held in January. The Chief Executive Officer (Chief Administrator) shall be a non-voting member of the board except in the case of tie votes.

Section 3. Removal from Board
The Board of Trustees shall have the power to remove any Trustee for cause upon a two-thirds vote of the members of the Board. Provided that any Trustee whose removal is to be made under this Section shall be entitled to at least fifteen (15) days written notice prior to such removal and shall be entitled to appear before and be heard at the next meeting of the Board following such notice.

Section 4. Vacancies
By a majority vote of the members, any vacancy may be filled that shall occur on the Board. The person or persons so elected shall serve for the balance of the term for such position.

Section 5. Quorum
The quorum needed for the 21st Century Cyber Charter School Board to legally conduct business shall be set at one more than fifty percent (50%) of board members currently serving. A quorum shall be present for the Board to conduct business. A majority vote by members present shall determine action except as otherwise provided by these Bylaws.

Section 6. Meetings
The Board of Trustees shall meet every month, beginning with August and ending in May. There will be no board meetings in June or July. Special meetings shall be held upon the call of the Chairperson, the Chief Executive Officer (Chief Administrator) or upon written request of five members of the Board of Trustees. The purpose of any special meeting shall be set forth in the request for the meeting. The minutes of all Board meetings, including notice of the date of the next meeting, shall be provided to all members of the Board. Meetings of the Board of Trustees shall comply with the Pennsylvania Open Meetings Law (Sunshine Act). Meetings shall be announced in advance and notices shall be published consistent with Pennsylvania law.

Section 7. Failure to Organize
If the Board of Trustees fails to organize or to perform the duties required by the charter granted to 21CCCS for the purpose of operating a charter school, the charter shall be returned to the Pennsylvania Department of Education. 21CCCS shall not operate a charter school under Pennsylvania Act 22 -1997 unless the Board organizes and performs all the duties required by the charter. If the Board fails to organize and to operate a school consistent with the charter 21CCCS shall return funds, if any, received from school districts on account of students who enrolled in the school.

Article VII Officers

Section 1.
The officers of 21CCCS shall be: Chairperson, Vice Chairperson, Secretary, and Treasurer. The officers shall perform the duties prescribed by these bylaws and by the parliamentary authority adopted by the Board of Trustees:

Chairperson:

The Chairperson, or in their absence, the Vice Chairperson, shall preside over meetings of the 21CCCS Board of Trustees; the Chairperson shall be a member ex-officio of all committees and shall perform all other duties usually pertaining to the office. The Chairperson shall appoint members of the Board of Trustees to committees as needed.

Vice Chairperson:
The Vice Chairperson shall act as the Chairperson in the latter's absence or incapacity and shall perform other duties as required.

Secretary:
The Secretary shall act as clerk during meetings of the Board and keep minutes and record all votes in books belonging to 21CCCS. They shall give notice of meetings of the Board of Trustees as required. The Secretary shall perform like duties for meetings of the Executive Committee and other standing committees. They shall have custody of the corporate seal and shall affix the same to any document or instrument requiring it.

Treasurer:
The Treasurer shall have custody of the corporate funds and shall keep accurate records of receipts and disbursements in books belonging to 21CCCS. They shall deposit all moneys of 21CCCS in one or more separate accounts owned by the corporation and authorized by 24 P.S. 4-440.1. The Treasurer shall receive and disburse funds of the corporation as directed by the Board and shall, in addition to the Chairperson, sign all checks. They shall report on the financial condition of 21CCCS at meetings of the Board of Trustees and the Executive Committee in such form and manner as required by the Board. The Treasurer shall be bonded in an amount determined by the Board and commensurate with the amount of funds handled.

Section 2. Nomination of Officers
A group of candidates for election as officers shall be presented annually by the Nominations Committee to the Board of Trustees who shall elect the officers. Other candidates may be nominated by the members of the Board of Trustees.

Section 3. Election and Installation of Officers
Officers shall be elected annually for terms of one year by the Board of Trustees of 21CCCS. When more than one candidate is nominated for an office, the election for that office shall be by secret ballot. The officers shall be installed immediately after their election at the initial meeting of the Board of Trustees and during annual meetings thereafter.

Section 4. Vacancies
By a majority vote of the members, any vacancy may be filled that shall occur in any office. The person so elected shall serve for the balance of the term for that office.

Section 5. Removal from Office
The Board of Trustees shall have the power to remove any officer for cause. The procedure shall be the same as provided in Article VI Section 3 of these Bylaws.

Article VIII Executive Committee

Section 1. Executive Committee
The Officers of the Board of Trustees of 21CCCS and the Chief Executive Officer (Chief Administrator) shall comprise the Executive Committee. This committee shall govern the corporation between meetings of the Board of Trustees. The Chief Executive Officer (Chief Administrator) may include cabinet level administrators from 21CCCS in Executive Committee meetings and discussions as deemed necessary and/or appropriate for the proper functioning of 21CCCS.

Section 2. Recommendations for Employment
The Executive Committee shall recommend a Chief Executive Officer (Chief Administrator) and other personnel for employment by the Board of Trustees.

Section 3. Quorum and Meetings
The quorum needed for the 21st Century Cyber Charter School Executive Committee to legally conduct business is one more than fifty percent (50%) of officers currently serving. A quorum must participate in meetings of the Executive Committee to conduct business. Meetings shall be held when needed and shall be conducted consistent with Article VI Section 6. of these Bylaws.

Article IX Other Committees

The Board has the authority to establish standing or ad hoc Board committees. Board committees authorized to take official action or render advice on Charter School business shall operate in accordance with the provisions of the Sunshine Act.

Article X Staff/Employees

Section 1. Staff/Employees in General
The Board of Trustees may employ or contract with a Chief Executive Officer (Chief Administrator), and with other persons or entities as might be needed to carry out the objectives of 21st Century Cyber Charter School.

Section 2. Chief Executive Officer (Chief Administrator)
The Chief Executive Officer (Chief Administrator) shall be responsible to carry out the policies of the Board of Trustees and for the day to day management and operation of 21CCCS.

Section 3. Other Staff/Employees
The Chief Executive Officer (Chief Administrator) shall recommend to the Executive Committee for employment or contract teachers, teacher assistants other instructional and non-instructional personnel or entities as may be necessary to carry out the objectives of 21CCCS.

The Chief Executive Officer (Chief Administrator) may recommend the suspension, or termination of any employee or contractor for unsatisfactory performance, decline in student enrollment, termination of the charter or for any of the reasons set forth in 24 P.S. 1122. A recommendation for termination shall be made in writing to the Board of Trustees setting forth the reason for termination. The employee or contractor shall be notified in writing of the intent to terminate and the reason for termination. The employee or contractor is entitled to appeal in writing to the Board of Trustees to overturn the recommendation to terminate. The appeal request must be received within five working days of receipt of notice of intent to terminate. The Board of Trustees shall grant a hearing to the appellant within ten working days of the receipt of the appeal. The Board shall sustain, modify or reverse the decision of the Chief Executive Officer (Chief Administrator). The employee or contractor will be notified of the Board's decision within five (5) days of the hearing.

Article Xl Indemnification

Section 1. Indemnification by 21CCCS
21CCCS shall indemnify any person who was or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that they are or was a Chief Executive Officer (Chief Administrator), officer, employee or agent of 21CCCS against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such, action, suit, or proceeding, to the extent and under the circumstances permitted by the Nonprofit Corporation Law of the Commonwealth of Pennsylvania. Such indemnification (unless ordered by a court) shall be made as authorized in a specific case upon determination that indemnification of the Chief Executive Officer (Chief Administrator), officer, employee or agent is proper in the circumstances because they have met the standards of conduct set forth in the Nonprofit Corporation Law of the Commonwealth of Pennsylvania. Such determination shall be made:

(1) By the Board of Trustees by a majority vote of a quorum of trustees who were not party to such action, suit or proceeding; or

(2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested trustees so directs, by independent legal counsel in a written opinion.

The foregoing right of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement or vote of disinterested trustees and shall continue to a person who has ceased to be a trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Article XII Miscellaneous

Section 1. Amendments
These Bylaws may be amended or repealed or new bylaws may be adopted by a majority vote of the Board of Trustees at a regular meeting or special meeting of the Board. The proposed amendment, repeal, or new bylaws shall be set forth in, or shall accompany as an attachment, the notice of the regular or special meeting in which

the action will be considered.

Section 2. Corporate Seal
The Corporation shall have a corporate seal in the form of a circle with the name of the corporation, the year of incorporation and other information approved by the Board.

Section 3. Charges on Account of Students Enrolled
21CCCS shall charge the school district of residence for each resident student enrolled in 21CCCS an amount as authorized by Sections 1725-A(A)(2 & 1725 A(A)(3 of the Charter School Law (24 P.S.17-1701-A et.seq.) Payments shall be made by the school district of residence consistent with the requirements of Section 1725-A (A) 5 of the Charter School Law.

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

Book	Policy Manual
Section	0000 Board of Trustees
Title	Qualifications and Service
Code	0004
Status	Draft
Adopted	September 28, 2010
Last Revised	July 7, 2026
Prior Revised Dates	January 15, 2019, September 8, 2020, November 10, 2020, January 11, 2022, September 12, 2023, May 13, 2025

Definitions

Compensation - money or other remuneration received from a Charter School.

Family member - a parent, stepparent, child, stepchild, spouse, domestic partner, brother, sister, stepbrother or stepsister.

Nonrelated - an individual who is not a family member, as defined in this policy.

Composition

The appointment or election of the Charter School's Board of Trustees (Board), and composition of the Board shall be in accordance with the incorporated Charter School's written Charter and established bylaws.

The Board shall consist of a minimum of five (5) nonrelated voting members.

At least one (1) member of the Board shall be a parent of a child currently attending the Charter School. This individual shall be eligible to serve on the Board only so long as their child attends the Charter School.

The Trustees shall be comprised of some combination of the following roles and/or titles: ~~an~~ a former or current employee(s) of a Pennsylvania Intermediate Unit, ~~an active~~ a former or current Pennsylvania public school administrator(s) and/or employee(s), ~~retired~~ a former or current Pennsylvania public school educator(s), a former or current employee(s) of a Pennsylvania institute of higher education, at least one parent of a child enrolled in 21CCCS, and a business, government or community leader from Pennsylvania.

The Chief Executive Officer (Chief Administrator) shall have a seat on the Board and the right to speak on all matters, but not the right to vote.

Qualifications

Each member of the Board of Trustees is designated as a public official, for purposes of the Pennsylvania Public Official and Employee Ethics Act (Ethics Act) and financial disclosure, and shall meet the following qualifications:

1. Shall be a natural person age eighteen (18) or over and shall be a resident of the Commonwealth of Pennsylvania.

2. Shall not be a member of the Board of School Directors of the chartering school district(s) or the school district where the Charter School is located.

3. Shall not, as a private person, engage in any business transaction with the Charter School, be employed in any capacity by the Charter School, or receive any pay from the Charter School for services rendered to the Charter School.

4. Shall not be an administrator of the Charter School or a family member of a Charter School administrator.

5. Shall take and subscribe to the oath or affirmation of office prescribed by law before entering upon the duties of the office of Trustee.

6. Shall, as a public official, abide by the provisions of the Ethics Act, and file a statement of financial interests for the preceding calendar year with the State Ethics Comission and at the following times:

a. Before taking the oath of office or entering upon the duties.

b. Annually by May 1 while serving on the Board.

c. By May 1 of the year after leaving the Board.

7. Shall not have been convicted of offering or accepting bribes in violation of the School Code.

Any Trustee convicted of a felony, infamous crime or any offense involving fraud, theft of mismanagement of public funds, any offense pertaining to the Trustee's official capacity as a member of the Board of Trustees or any crime involving moral turpitude shall be automatically disqualified and immediately removed from serving on the Board.

No religious or political test or qualification shall be required for any Trustee.

Term

The Trustees shall be elected for terms of three years. Trustees may be re-elected. Trustees shall be installed during the annual meeting of the Board. Unless otherwise arranged, the annual meeting shall be held in January. The Chief Executive Officer (Chief Administrator) shall be a non-voting member of the board except in the case of tie votes.

Trustees may be reappointed for additional terms, in accordance with the applicable law and the Charter School's established bylaws.

Vacancies

By a majority vote of the members, any vacancy may be filled that shall occur on the Board. The person or persons so elected shall serve for the balance of the term for such position.

Vacancies on the Board may occur by reason of disqualification, resignation, removal, death or otherwise, or as a result of the increase in number of Trustees on the Board.

Vacancies shall be filled by the remaining members of the Board in accordance with the Charter School's established bylaws.

1. Vacancies may be filled by a majority vote of the remaining members of the Board, and each person selected to fill the vacancy shall serve the remainder of the unexpired term.

2. If one or more Trustees resigns by giving notice specifying that such resignation shall be effective at a future date, the Board of Trustees shall have the power to elect a successor to fill the vacancy and take office when the resignation becomes effective.

Removal from the Board

A Trustee may be removed by the Board in accordance with the Charter School's established bylaws, or by the court for proper cause, in accordance with law.

Orientation

The Board believes that the preparation of each Trustee for the performance of duties is essential to the effectiveness of the Board's functioning. The Board shall encourage each new Trustee to understand the mission and vision upon which the Charter School was founded and the functions of the Board, acquire knowledge of matters related to the operation of the Charter School, and review Board policies.

Accordingly, the Board shall provide access for each new Trustee, no later than their first regular meeting, for use during their term on the Board, to the following items:

1. The Charter School's established bylaws and written Charter, including a copy of the charter school application filed for the Charter School, and any amendments to the charter.
2. The Board Policy Manual.
3. The Charter School's administrative procedures and/or handbooks.
4. The current budget, audit report and related fiscal materials.
5. Information on comprehensive planning, curriculum, assessments, facilities planning and Charter School programs.

Each new Trustee shall be invited to meet with the Board Chairperson and Chief Executive Officer (Chief Administrator) to discuss Board functions and policy, and gain an understanding of the operations of the Charter School.

Required Training

Each newly appointed Trustee shall complete, within their first year of service, a training program consisting of at least five (5) hours of instruction, including, at a minimum, information regarding:

1. Instruction and academic programs, to include, but not be limited to, a minimum of one (1) hour of instruction on best practices related to trauma-informed approaches.
2. Personnel.
3. Fiscal management.
4. Operations.
5. Governance.
6. Ethics and open meetings, to include accountability requirements.
7. The Pennsylvania Charter School Law.

During the fifth year of a Trustee's service on the Board of Trustees, and every four (4) years thereafter, each Trustee shall complete an advanced training program consisting of at least three (3) hours of instruction, including:

1. Information on relevant changes to federal and state public school law and regulations, including the Pennsylvania Charter School Law.
2. Fiscal management.
3. Trauma-informed approaches.
4. Other information deemed appropriate by the PA Department of Education to enable Trustees to serve effectively.

Expenses

No member of the Board may be compensated for duties as a Trustee. Reimbursement shall be limited to actual expenses incurred, and shall not include or be construed to include compensation to individual Trustees.

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

Legal

24 P.S. 1703-A

15 Pa. C.S.A. 5723

15 Pa. C.S.A. 5725

24 P.S. 1719-A

24 P.S. 1716-A

24 P.S. 1715-A

65 Pa. C.S.A. 1101 et seq

15 Pa. C.S.A. 5722

24 P.S. 321

51 PA Code 15.2

51 PA Code 15.3

24 P.S. 325

24 P.S. 326

24 P.S. 1729-A

24 P.S. 108

Pa. C.S.A. 5726

24 P.S. 328

24 P.S. 102

24 P.S. 1701-A et seq

Book	Policy Manual
Section	0000 Board of Trustees
Title	Meetings
Code	0006
Status	Draft
Adopted	January 26, 2010
Last Revised	July 7, 2026
Prior Revised Dates	January 15, 2019, November 10, 2020, September 14, 2021, January 9, 2024, March 10, 2026

Parliamentary Authority

All Board of Trustees ("Board") meetings shall be conducted in an orderly and business-like manner, and in accordance with the requirements of the Sunshine Act. The Board designates the following parliamentary rules of order to govern its deliberations in all cases in which requirements are not specifically designated in law, state regulations or Board policies: 0. Garfield Jones' publication, Parliamentary Procedure at a Glance

Quorum

A quorum shall consist of a majority of the Trustees then in office. No business shall be transacted at a meeting without a quorum, but the Trustees present at such a meeting may adjourn to another time.

Presiding Officers

The officers of 21CCCS shall be: Chairperson and Vice Chairperson. The officers shall perform the duties prescribed by the bylaws and by the parliamentary authority adopted by the Board of Trustees:

Chairperson:
The Chairperson, or in their absence, the Vice Chairperson, shall preside over meetings of the 21CCCS Board of Trustees; the Chairperson shall be a member ex-officio of all committees and shall perform all other duties usually pertaining to the office. The Chairperson shall appoint members of the Board of Trustees to the standing committees and to other committees as needed.

Vice Chairperson:
The Vice Chairperson shall act as the Chairperson in the latter's absence or incapacity and shall perform other duties as required.

Meeting Notifications

Public notice of all public Board meetings, including public committee meetings, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and posting of such notice at the administrative offices of the Board. Public notice of Board meetings shall be given as follows:

1. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the calendar or fiscal year at least three (3) days prior to the time of the first regular meeting.

2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a Special Meeting is called to deal with an actual emergency involving a clear and present danger to life or property.

3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours in advance of the time of the convening of the meeting.

4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of the meeting and sending copies of such notice to interested parties.

5. Notice of all public meetings shall be given to any newspaper(s) circulating in the county in which such meeting shall be held, and any radio or television station which so requests. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification.

6. Notice of all public meetings shall be posted on the Charter School's public website.

Trustees shall be notified of all Board meetings in accordance with law and the Charter School's established bylaws.

Agenda Notifications

The agenda, together with all relevant reports, shall be provided to each Trustee at least three (3) days before the meeting.

The Charter School shall publicly post the agenda for all public meetings of the Board or committees at which deliberation or official action may take place no later than twenty-four (24) hours prior to the time of the meeting, as follows:

1. On the Charter School's website.

2. At the location of the meeting (unless the meeting is being held virtually).

The posted agenda shall list each matter of agency business that will or may be the subject of deliberation or official action at the meeting.

Agenda Preparation

It shall be the responsibility of the Chief Executive Officer (Chief Administrator), in cooperation with the Board Chairperson, to prepare an agenda of the items of business anticipated to come before the Board at each public meeting.

Order of Business

The order of business and rules of conduct for each Board meeting shall be determined by the presiding officer of the Board meeting.

Additions to the Agenda

The Board may deliberate or take official action on matters not included in a posted agenda only under the following circumstances:

Emergencies – The matter of business relates to a real or potential emergency involving a clear and present danger to life or property.

Business Arising Within Twenty-Four (24) Hours Prior to the Meeting – The matter of business has arisen within twenty-four (24) hours prior to the meeting, is de minimis (minor) in nature, and does not involve the expenditure of funds or entering into a contract or agreement.

The Board may take official action to refer the matter to staff, if applicable, to conduct research and include on a future Board meeting agenda; or

1. If the matter is de minimis (minor) in nature and does not involve the expenditure of funds or entering into a contract or agreement, the Board may take official action on the matter.

Majority Vote – During a meeting, the Board may add a matter of business to the posted agenda by a majority vote of the Trustees present and voting. The reason for adding an item to the posted agenda must be announced at the meeting before conducting the vote. Once announced and approved by majority vote, the Board may take official action on the item of business. The agenda shall be amended to reflect the new item of business and the amended agenda shall be posted to the Charter School's website and at the administrative office no later than the first business day following the meeting at which the agenda was amended. The unanimous consent procedure may not be used in place of majority vote for this purpose.

The public posting of agenda requirements and rules for adding items to a posted agenda apply to both regular and Special public Meetings of the Board. These requirements and rules do not apply to:

1. Conference sessions.

2. Executive sessions.

Regular Meetings

Regular Board meetings shall be public and may be held at such times and such places as the Board determines.

Special Meetings

Special Meetings may be called for special or general purposes and shall be public, except when conducted as an executive session for purposes authorized by the Sunshine Act.

Public Participation

At each public Board meeting, prior to official action by the Board, an opportunity shall be provided for public comment, in accordance with law and Board procedures and policy.

A request to make a public comment must be made to the Board Secretary by 3:00 p.m. ~~7:30 a.m.~~ the day of ~~before~~ a a scheduled board meeting via email. The request to make a public comment must include the person's name, email address, role (parent, student, staff, member of the public) and topic they would like to present, keeping in mind that they will have 3 minutes to speak.

Voting

All motions shall require for adoption a majority vote of those Trustees present and voting, except as provided by law, the Charter School's established bylaws, or Board policies.

All votes taken by the Board shall be duly recorded showing how each Trustee voted.

Abstention From Voting

A Trustee shall be required to abstain from voting when the issue involves either one of the following:

1. Conflict of interest under the Ethics Act.

   Prior to the vote being taken, the Trustee shall verbally disclose the nature of the conflict in public, and shall also provide the Board Secretary with a written memorandum stating the nature of the conflict, which shall be attached to the Board minutes as a public record.

   Conflict of interest - use by a public official of the authority of their office or any confidential information received through holding public office for the private pecuniary benefit of the public official, a member of their immediate family or a business with which the public official or a member of their immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official, a member of their immediate family or a business with which the public official or a member of their immediate family is associated.

De minimis economic impact – an economic consequence which has an insignificant effect.

Immediate family – parent, spouse, child, brother or sister.

Business with which associated – any business in which the person or a member of the person's immediate family is a director, officer, owner, employee or has a financial interest.

2. Relative recommended for appointment to a teaching position.

   Relative – father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law, uncle, or aunt.

The Board is encouraged to seek the guidance of the solicitor or the State Ethics Commission for questions related to conflict of interest.

Minutes

The Board shall cause to be made, and shall retain as a permanent record of the Charter School, minutes of all public Board meetings and public committee meetings. The minutes shall include:

1. Date, place, and time of the meeting.
2. Names of Trustees present.
3. Substance of all official actions taken.
4. Recorded votes and a record by individual Trustees of all roll call votes taken.
5. Names of all citizens who appeared officially and the subject of their testimony.
6. Any matter added to a posted agenda, including the substance of the matter, the announced reason and the recorded vote, where applicable.

The Board Secretary shall provide a copy of the minutes of the last meeting at the next regular meeting for Board review and approval.

The minutes of Board meetings shall be signed by the Chief Executive Officer (Chief Administrator).

Notations and any tape or audiovisual recordings shall not be the official record of a public Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be destroyed once the minutes of the recorded meeting have been approved.

Recess/Reconvene

The Board may at any time recess or reconvene to a reconvened meeting at a specified date and place, upon the majority vote of those Trustees present. The reconvened meeting shall immediately take up its business at the point in the agenda where the motion to recess was acted upon. Notice of the reconvened meeting shall be given as provided in this policy.

Executive Session

The Board may hold an executive session, which is not a public meeting, before; during; at the conclusion of a public meeting; or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the public meeting prior to or after the executive session.

The Board may discuss the following matters in executive session:

1. Employment issues as designated in the law.
2. Labor relations and negotiation, as designated in the law.

3. Purchase or lease of real estate.

4. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation.

5. Matters that must be conducted in private to protect a lawful privilege or confidentiality.

6. School safety and security, of a nature that if conducted in public, would:

    a. Be reasonably likely to impair the effectiveness of school safety measures.

    b. Create a reasonable likelihood of jeopardizing the safety or security of an individual or a school, including a building, public utility, resource, infrastructure, facility or information storage system.

Official actions based on discussions held in executive session shall be taken at a public Board meeting.

Committee Meetings

Board committees authorized to take official action or render advice on Charter School business shall operate in accordance with the provisions of the Sunshine Act, and shall comply with the requirements for public meetings and notice of public Board meetings and meeting agendas.

Committee meetings shall be scheduled and conducted in accordance with the Charter School’s established bylaws.

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

Legal

24 P.S. 1716-A

65 Pa. C.S.A. 701 et seq

15 Pa. C.S.A. 5727

15 Pa. C.S.A. 5709

65 Pa. C.S.A. 703

65 Pa. C.S.A. 709

15 Pa. C.S.A. 5702

15 Pa. C.S.A. 5703

15 Pa. C.S.A. 5707

65 Pa. C.S.A. 710

65 Pa. C.S.A. 712.1

65 Pa. C.S.A. 707

65 Pa. C.S.A. 710.1

15 Pa. C.S.A. 5714

24 P.S. 708

24 P.S. 1714-A

24 P.S. 1715-A

65 Pa. C.S.A. 1102

65 Pa. C.S.A. 1103

24 P.S. 1111

15 Pa. C.S.A. 5508

24 P.S. 518

65 Pa. C.S.A. 706

65 Pa. C.S.A. 705

65 Pa. C.S.A. 708

24 P.S. 425

65 Pa. C.S.A. 1101 et seq

Book	Policy Manual
Section	7000 Community
Title	Public Comment in Board Meetings
Code	7003
Status	Draft
Adopted	May 12, 2015
Last Revised	July 7, 2026
Prior Revised Dates	November 5, 2019, October 8, 2024, March 10, 2026

Purpose

The Board of Trustees (Board) recognizes the value of public input and the importance of designating time for public comment during open Board meetings. The Board also recognizes the importance of diverse viewpoints and commentary.

This policy addresses the right for the public to comment at open Board meetings and the responsibility of the Board to conduct its business in an orderly and efficient manner. An authorized individual's public comment will be free from interruption, except when the individual's conduct is in violation of law or Board policy.

Authority

The Board shall provide an opportunity at each open meeting of the Board for members of the public to comment on matters of concern, official action or deliberation which are or may be before the Board prior to official action by the Board, in compliance with law, Board policy and Charter School procedures.

A request to make a public comment must be made to the Board Secretary by 3:00 p.m. ~~7:30 a.m.~~ the day of ~~before~~ a a scheduled board meeting via email. The request to make a public comment must include the person's name, email address, role (parent, student, staff, member of the public) and topic they would like to present, keeping in mind that they will have 3 minutes to speak.

Copies of the agenda, which includes a listing of each matter of business that will be or may be the subject of deliberation or official action at the meeting, shall be made available to individuals in attendance at the meeting.

The Board requires that all public comments on agenda items be made at the beginning of each meeting.

If the Board determines there is not sufficient time at a meeting for public comments, the comment period may be deferred to the next regular meeting or to a special meeting occurring before the next regular meeting. Announcement of this change shall be made at the open meeting.

When an item is added to the agenda after the public comment period has ended, the Board shall offer a further public comment opportunity limited to the added item(s).

An individual's public comment may be interrupted or terminated only under limited circumstances, such as when the individual's commentary is in clear violation of law or Board policy, including but not limited to the following:

1. Sexual harassment, racial, ethnic, religious or nationality intimidation towards an individual or individuals in the Charter School community.

2. Disclosure of confidential personal information regarding students or staff.

3. Speech that traditionally has not been protected under the First Amendment, such as obscenity, defamation and speech integral to criminal conduct.

4. Speech that is profane.

5. Speech that constitutes true threats such as inciting imminent lawless action or subjecting individuals to fear of violence.

6. Speech that does not concern matters that may come before the Board for deliberation or official action, for example, sales of commercial products or services.

Guidelines

Statement of Presiding Officer

Prior to public comment during the meeting, the presiding officer shall make a statement providing direction and establishing expectations for the period of public comment.

Public Comment

Individuals shall wait to be recognized by the presiding officer before commenting, must direct all comments to the Board, and must preface their comments by an announcement of their name, and group affiliation, if applicable.

The public comment session at the beginning of the meeting shall be limited to not more than 30 minutes.

Each statement made by a participant shall be limited to three (3) minutes.

Commenters may not cede their time to other individuals.

All statements shall be directed to the presiding officer; no participant may address or question Trustees individually.

The presiding officer and the solicitor have the authority to:

1. Interrupt an individual to warn the commenter that the statement is too lengthy or conduct is otherwise in violation of this policy.

2. After warning, terminate the individual's opportunity to comment when the conduct continues and is in violation of this policy.

3. Call a recess or adjourn to another time when an individual's conduct is otherwise in violation of this policy.

4. Request an individual to leave the meeting when that person's conduct is disrupting the operation of the meeting.

5. If the individual refuses to leave the meeting, request the assistance of school security personnel or law enforcement to remove the disorderly person to enable the Board to proceed with the orderly operation of the meeting.

6. Waive the Board's rules regarding public comment with the approval of a majority of Trustees present and voting.

Where the presiding officer's ruling regarding public comment is disputed, it may be overruled by a majority of those Trustees present and voting.

Response to Public Comment

The purpose of public comment at Board meetings is to allow the Board to learn the thoughts of the public prior to Board deliberation and official action.

Although the public comment period of the meeting is not a question and answer session between the public and the Board, the Board may direct staff to follow up and address public inquiries in a reasonably prompt manner.

Whenever public comments are subject to the Board policy regarding public complaints, the individual shall be directed to follow the process outlined in the policy for resolution of the issue.

Public Comment Recorded in Board Minutes

The following information regarding public comment is required to appear in the official minutes of each open Board meeting:

1. The names of all citizens who appeared before the Board.

2. The subject of their testimony.

The Sunshine Act states that boards must allow "residents and taxpayers" to participate in public comment; the Charter School may include language limiting who is eligible to participate in public comment, based on the Charter School's bylaws or in consultation with the solicitor, which could include limitations such as "residents and taxpayers of chartering school districts," "enrolled students and parents/guardians of enrolled students," "residents of the Commonwealth" or other limits in accordance with law.

The Charter School may include a statement allowing public comment prior to each official action of the Board.

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

Legal

65 Pa. C.S.A. 710

65 Pa. C.S.A. 710.1

65 Pa. C.S.A. 712.1

65 Pa. C.S.A. 709

18 Pa. C.S.A. 5101

18 Pa. C.S.A. 5508

18 Pa. C.S.A. 3503

65 Pa. C.S.A. 706

Alekseev v. City Council of Philadelphia, 8 A.3d 311 (Pa. 2010)

65 Pa. C.S.A. 711

U.S. Const. Amend. I

PA Const. Art. I

24 P.S. 1716-A

18 Pa. C.S.A. 1 et seq

18 Pa. C.S.A. 5903

65 Pa. C.S.A. 701 et seq

Counterman v. Colorado, 600 U.S. 66, 143 S. Ct. 2106, 216 L. Ed. 2d 775 (2023)

Hatchard v. Westinghouse Broadcasting, 516 Pa. 184, 532 A.2d 346 (1987)

Book	Policy Manual
Section	2000 Students
Title	Dress and Grooming
Code	2021
Status	Draft
Adopted	September 11, 2018
Last Revised	August 11, 2026
Prior Revised Dates	March 14, 2023

Purpose

The Board of Trustees (Board) recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference.

Authority

The Board has the authority to impose limitations on students' dress while in the Charter School. The Board will not interfere with the right of students and their parents/guardians to make decisions regarding their appearance, except when their choices disrupt the educational program or constitute a health or safety hazard.

The Board directs compliance with Board policy and law prohibiting discrimination, including but not limited to protections addressing:

1. Protective hairstyles, including but not limited to hairstyles such as locs, braids, twists, coils, Bantu knots, afros and extensions.

2. Religious creed including head covering and hairstyles historically associated with religious creeds.

Where student dress may constitute student expression, Board policy related to student expression shall be followed.

Students may be required to wear certain types of clothing while participating in physical education classes, technical education, extracurricular activities, or other situations where special attire may be required to ensure the health or safety of the student.

The Board directs Charter School staff to support students experiencing educational instability by waiving penalties related to a delay in compliance with Board policy or school rules related to dress and grooming.

Delegation of Responsibility

The building administrator or designee shall be responsible to monitor student dress and grooming, and to enforce Board policy and Charter School rules governing student dress and grooming.

The Chief Administrator or designee shall ensure that all Charter School rules implementing this policy impose only the minimum necessary restrictions on the exercise of the student's taste and individuality.

The Chief Administrator or designee shall annually distribute this policy and the rules regarding dress and grooming to students and parents/guardians, and shall include this information in student handbooks and on the Charter School website.

Staff members shall be instructed to demonstrate, by example, positive attitudes and compliance with Board policy and school rules related to dress and grooming.

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

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~~**Delegation of Responsibility**~~

~~The building administrator or designee shall be responsible to monitor student dress and grooming, and to enforce Board policy and Charter School rules governing student dress and grooming.~~

~~The Chief Executive Officer (Chief Administrator) or designee shall ensure that all Charter School rules implementing this policy impose only the minimum necessary restrictions on the exercise of the student's taste and individuality.~~

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~~Staff members shall be instructed to demonstrate, by example, positive attitudes and compliance with Board policy and school rules related to dress and grooming.~~

Legal 22 PA Code 12.11

43 P.S. 951 et seq

Book	Policy Manual
Section	3000 Employees
Title	Dress and Grooming
Code	3025
Status	Draft
Adopted	November 13, 2018
Last Revised	August 11, 2026
Prior Revised Dates	October 8, 2024

Authority

Charter School employees set an example in dress and grooming for students and the Charter School community. Employees' dress should reflect their professional status and encourage respect for authority in order to have a positive influence on the Charter School's programs and operations.

The Board of Trustees (Board) has the authority to specify reasonable dress and grooming requirements, within law, for all Charter School employees to prevent an adverse impact on the educational programs and Charter School operations.

The Board directs compliance with Board policy and law prohibiting discrimination, including but not limited to protections addressing:

1. Protective hairstyles, including but not limited to hairstyles such as locs, braids, twists, coils, Bantu knots, afros and extensions.

2. Religious creed including head coverings and hairstyles historically associated with religious creeds.

When assigned to Charter School duties, employees shall be physically clean, neat, well-groomed and dressed in a manner consistent with assigned job responsibilities.

Employees shall be groomed so that their hairstyle does not cause a safety or health hazard.

Delegation of Responsibility

The Chief Executive Officer (Chief Administrator) or designee shall have the authority to designate special days when some departure from the dress code shall be allowed.

If an employee feels that an exception to this policy would enable the employee to carry out their assigned duties more effectively, a request should be made to the immediate supervisor.

The Chief Executive Officer (Chief Administrator) or designee shall annually distribute this policy and the rules regarding dress and grooming to employees, and shall include this information in employee handbooks.

Guidelines

Violations of this policy shall result in disciplinary action, in accordance with Board policy, administrative procedures and Charter School rules.[5]

Identification Badges

The Charter School shall prepare and distribute identification badges for all employees.

Badges shall display a picture of the employee, employee's name and title, and the name of the Charter School.

All Charter School employees are required to wear identification badges during the school day. Identification badges must be easily visible at all times.

Replacement badges may be purchased by the employee at a cost determined by the Charter School.

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

~~**Authority**~~

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Legal 24 P.S. 1724-A

24 P.S. 510