

COMMONWEALTH OF PENNSYLVANIA

CHARTER

To operate a public school known as

EASTON ARTS ACADEMY ELEMENTARY CHARTER SCHOOL

It is specifically understood and agreed between the Board of Trustees of the Easton Arts Academy Elementary Charter School (hereafter "Charter School") and the Board of Education (hereafter "School Board") of the Easton Area School District (hereafter "School District") as follows:

WHEREAS, the Board of Directors of the Easton Area School District granted a Charter to the Easton Arts Academy Elementary Charter School for a term beginning with the 2017/2018 School year and terminating June 30, 2022; and

WHEREAS, the Charter School has submitted an application for renewal of its Charter; and

WHEREAS, after review of the Charter School's performance the School District is willing to approve a renewal of the Charter School's charter under the terms and conditions set forth.

1. The Charter School shall function under the name "Easton Arts Academy Elementary Charter School" only. The Charter School shall not change its name without the prior written consent of the School District, which shall not be unreasonably withheld.
2. The Charter School shall not relocate its facility or add new/additional facilities at a location other than 30 North 4th Street, Easton, Pennsylvania, (hereafter "Facility") without notice and approval by the School District, which shall not be unreasonably withheld. Any new facility shall be entirely located within the School District geographical boundaries and approved by the School District prior to commencement of services being provided, with approval not unreasonably withheld.
3. The Charter School shall provide the School District Superintendent with a fully executed lease for the Facility and any amendments, modifications, or extensions thereof.
4. This Charter constitutes a legally binding agreement a five-year charter, from July 1, 2022 until June 30, 2027. This Charter may then be renewed by action of the School Board for an additional period. The Charter School must notify the District, in writing, between July 1 and September 1 of the final school year of its current Charter, that it is requesting renewal of the Charter.
5. The Charter School Board of Trustees shall operate the Charter School in accordance with the provisions of the Charter School Law, 24 P.S. § 17-1701-A *et seq*, including all statutory and regulatory provisions applicable to charter schools set forth in 24 P.S. § 17-1732-A and any applicable amendments thereto enacted during the term of this charter.
6. The Board of Trustees shall exercise its best efforts to include, at all times, no few than six member of the Easton community. The Board of Trustees shall include no fewer than six

members of the Easton community. The names, addresses and e-mail addresses of all Trustees shall be provided to the School District. Where the Board of Trustees is provided with notice of a vacancy that would reduce its membership to fewer than six members of the Easton community, the Board of Trustees will exercise its best efforts to, as soon as possible, fill the seat with an Easton resident. Under no circumstances shall the Board of Trustees be composed of fewer than six members of the Easton community for a period of time greater than 90 days.

7. The Charter School shall not unlawfully discriminate in admissions, hiring, operation or advocate unlawful behavior. The Charter School shall be non-sectarian in all operations and shall neither provide any religious instruction nor display religious objects and symbols on the premises of the Charter School facility.
8. The Charter School shall fully and faithfully comply with the representations and promises made in its original Application and application for renewal as presented to the School Board.
9. The Charter School shall be organized as a public, non-profit corporation.
10. The Charter School shall operate as the Charter School for elementary school, grades kindergarten (K) through five (5), only.
11. The Charter School shall follow the enrollment requirements set forth under Charter School Law Section 1723-A, 24 P.S. § 17-1723-A, including the requirement that all children in this Commonwealth qualify for admission to the Charter School. Auditions will not be conducted as a term and/or condition of enrollment.
12. If more students apply to the Charter School than the number of attendance slots available, the Charter School shall select students on a random basis from a pool of qualified applicants meeting the established eligibility criteria and submitting an enrollment form by the deadline established by Charter School. The Charter School may give preference in enrollment to a child of a parent who has actively participated in the development of the Charter School and to siblings of students presently enrolled in the Charter School. First preference shall be given to students who reside within the School District until the school reaches the enrollment cap of Easton students.
13. All persons elected or appointed as members of the Board of Trustees for Charter School shall serve without pay and shall not engage in any business transaction with, be employed by, or receive any payment for services rendered to Charter School during said term of this Charter. Members of the Board of Trustees for Charter School shall not financially benefit from the Charter School.
14. The Charter School Board of Trustees shall meet regularly and shall conduct all of its meetings in compliance with the Sunshine Act, 65 Pa.C.S. § 701 *et seq.* The Charter School Board of Trustees shall generate complete and accurate minutes of each meeting, and shall automatically forward copies of those minutes to the School District Superintendent within seven (7) days of approval.

15. The Charter School shall obtain competitive bids where such bids are required by the Charter School Law, including, but not limited to, 24 P.S. § 17-1715-A. A copy of all bids shall be provided to the School District.
16. The Charter School shall maintain reasonably detailed records and receipts of any and all purchases made on lines of credit opened, utilized, paid for, or otherwise maintained by the Charter School. Such records shall include reasonably detailed explanations of expenditures and payments.
17. The Charter School shall appoint an independent, licensed Certified Public Accountant chosen by the School District to make annual audits of the Charter School's finances. A copy of the accountant's contract shall be provided to the School District. Copies of the independent auditor's reports shall be automatically forwarded to the School District Superintendent and/or designee by Charter School within thirty (30) days of the finalization of the report.
18. The Charter School shall generate monthly financial reports for its own Board of Trustees meetings and forward copies of those reports to the School District Superintendent, and/or designee within thirty (30) days of the finalization of the report.
19. All employees and Trustees of the Charter School seeking reimbursement from the Charter School shall be required to complete formal reimbursement forms for any expenses to be reimbursed. The Charter School shall keep these records on file for at least seven (7) years. Such reimbursement forms must include the original receipt for the item or service for which the employee or other person is seeking reimbursement and an explanation of the reason for reimbursement. A copy of these records shall be provided to the District on a biannual basis.
20. Without the need for specific request the Charter School will provide annually by August 15 a copy of the following documents:
 1. The Art performance/grading rubric and daily schedule for all teachers.
 2. A corrective action plan that will support the retention of staff.
 3. A teacher's contract.
 4. The Middle States Accreditation Agreement.
 5. The actual arts curriculum and grade rubrics per grade.
 6. Notification of all Governance/Leadership changes and reasons for change within a week of employee notification.
 7. All teachers' certification credentials.
 8. The student and parent handbooks.
 9. All lawsuits and grievances brought against the school. A copy of the resolutions to the issues.
 10. The student report card for each grade.
21. The Charter School shall permit the School District to have ongoing reasonable access to the Charter School records and facility to ensure that Charter School is in compliance with its charter and the law, and that the requirements for testing, civil rights and student health and safety are being met. Ongoing reasonable access shall mean that School District shall have

access to records, including but not limited to, financial reports, invoices, receipts, expenditures, and payments; financial audits; aggregate standardized test scores without student identifying information; teacher certification and personnel records. All records and documentation shall be provided to the School District within seven (7) business days upon written request by the School District's Superintendent or designee. The School District shall not disclose or release, in violation of law or regulation, the personally identifiable information of any Charter School employee, applicant, or student.

22. The Charter School shall obtain and maintain any and all insurance required by any applicable federal, state or local law and as represented in the Charter School's Application. The Charter School shall provide proof of said insurance to the School District upon receipt. The Charter School shall advise the District of any changes, cancellations or non-renewals of any required insurance within thirty (30) business days of said status change.
23. The Charter School shall not discriminate in employment related decisions, its overall operations and/or student admission policies or practices on the basis of intellectual ability, unless excepted by the Charter School Law, athletic ability, measures of achievement or aptitude, disability status, proficiency in the English language or any other basis that would be illegal under federal and state law.
24. The Charter School shall ensure that it fully complies with the relevant portions of the School Code, and all applicable federal and state statutes and regulations in making employment decisions, including but not limited to 24 P.S. § 1-108 (religious or political tests prohibited), § 1-111 (background checks), § 1-111.1 (employment history review), § 11-1111 (employment of relatives of school directors) and § 11-1112(a) (religious garb, etc.).
25. With respect to volunteers, the Charter School shall require that all volunteers who work on a full-time or part-time basis and/or have direct "volunteer contact", as defined by the Pennsylvania Child Protective Services Law, to submit a report of criminal history record information from the Pennsylvania State Police and, the Federal Bureau of Investigation, as provided for in Section 111 of the Public School Code and the official clearance statement regarding child injury or abuse from the Department of Public Welfare as required by 23 Pa.C.S. Ch. 63 Subch. C.2. prior to accepting a volunteer position with the Charter School.
26. The Charter School shall follow the law regarding the certification of professional staff. Unless or until the Charter School Law provides a different requirement, at least 75% of the Charter School's professional staff shall hold appropriate certifications as required by the Pennsylvania Department of Education. Professional employees who do not hold said appropriate Pennsylvania Certification must meet the qualifications set forth in Sections 1109 and 1209 of the Public School Code and demonstrate satisfactorily a combination of experience, achievement and qualifications in basic skills, general knowledge, professional knowledge and practice and subject matter knowledge in the subject area where an individual will teach in accordance with 24 P.S. § 17-1724-A.
27. The Charter School shall provide each employee with the same or greater health care benefits as the employee would receive if he or she worked for the School District. The Charter School shall provide the School District Superintendent with an annual report to the

School District Business Manager outlining the healthcare plans and associated premiums before commencement of each school year.

28. All Charter School employees shall be enrolled in the Public School Employees' Retirement System ("PSERS"), or a PSERS-approved equivalent, in accordance with 24 P.S. § 17-1724-A.
29. The Charter School shall make timely employee and employer contributions to PSERS or a PSERS-approved equivalent plan. Incidents where the Charter School fails to meet its obligation and the School District will be charged constitute a material breach of this Charter.
30. Salaries of all employees of the Charter School shall be fixed by a majority of the Board of Trustees of the Charter School. Any modifications of such compensation shall likewise be fixed by a majority of the Board of Trustees.
31. The School District and the Charter School affirm and agree that the Charter School shall be solely liable for any and all damages of any kind resulting from any legal challenges involving the operation of the Charter School. For purposes of tort liability, employees of the Charter School shall be considered public employees and the Charter School Board of Trustees shall be considered the public employer in the same manner as political subdivision and local agencies.
32. The Charter School shall prepare a Professional Development Plan for its faculty containing timelines for observation and conferencing which shall be approved by the Charter School's Board of Trustees by the commencement of the 2017/2018 school year. The Charter School shall provide a copy of the plan to the School District Superintendent annually prior to the commencement of the school year. Ever year thereafter, the Charter School shall provide the School District Superintendent its Professional Development Plan as part of its Annual Report.
33. The Charter School shall timely submit all required reports, including but not limited to the Special Education Reports required by the Pennsylvania Department of Education, the Elementary and Secondary Professional Personnel Report, ELL Reports required by the Pennsylvania Department of Education, the Safe Schools Reports required by the Pennsylvania Department of Education, reports to the Department of Health, to the appropriate parties and shall automatically forward a copy of the foregoing reports to the School District Superintendent
34. The Charter School shall submit an annual report no later than August 1st of each year to the School District and the Pennsylvania Department of Education (hereafter "PDE") in the form prescribed by PDE in accordance with the Charter School Law, 24 P.S. § 17-1701-A *et seq.*
35. The Charter School shall comply with Chapter 4 of Title 22 of the Pennsylvania Code regarding Academic Standards and Assessments.

36. The Charter School's curriculum for all grade levels must be aligned, in both development and implementation, with the Pennsylvania Core Standards.
37. If the Charter School seeks to materially change or revise its curriculum, it must request a Charter Amendment from the School District, and the School District shall not unreasonably withhold its approval.
38. The Charter School shall prepare an annual Assessment Plan, which shall be approved by the Charter School Board of Trustees by the commencement of each school year, to utilize tests having appropriate benchmarks aligned to the Pennsylvania Standards to measure students' academic progress and achievement, and shall require staff to receive the professional development training necessary to properly implement the testing.
39. The Charter School shall provide the School District during each school year, a monthly report regarding attendance, absences, enrollment, or withdrawal of all students who attend the Charter School and reside or live within the boundaries of the School District. The Charter School shall provide School District with a completed Enrollment Notification Form for each School District student enrolled in the Charter School within 15 business days of the student's enrollment. In addition, the Charter School shall notify the School District within 15 business days of a School District student's withdrawal from the Charter School.
40. The Charter School shall comply with truancy laws regarding a report to the student's district of residence when student's absences require such a report. .
41. The Charter School shall consistently implement its code of conduct and discipline policies to ensure compliance with Section 1318 of the Public School Code and Chapter 12 regulations. Code of Conduct and discipline policies shall be school-wide. The Charter School's discipline policies must be approved by the Charter School Board of Trustees and must be implemented by the commencement of the first school year of operation.
42. The Charter School shall comply with the due process requirements of the Chapter 12 regulations.
43. The Charter School will comply with all provisions of Article XIII-A of the School Code applicable to charter schools in their entirety and expressly acknowledges that, to this end, it will take the following actions and all other actions necessary to maintain full compliance: The Charter School shall establish a Memorandum of Understanding with the police department consistent with its obligations under Article XIII-A. The Charter School shall comply with Section 1317.2 of the School Code, reporting all incidents of weapons possession to local law enforcement officials and expulsions for weapons possession to the Pennsylvania Department of Education. Further, the Charter School shall comply with Section 13-1303-A of the Public School Code by completing and timely filing the Violence and Weapons Possession Report.
44. The Charter School shall comply with the Individuals with Disabilities Education Improvement Act ("IDEA"), Section 504 of the Rehabilitation Act, and Chapter 711 of the Pennsylvania Code regarding Charter School Services and Programs for Children with Disabilities.

45. The Charter School shall comply with the requirements of the Family Education Rights and Privacy Act ("FERPA").
46. The Charter School shall communicate its annual calendar to the School District no later than August 1 prior to the beginning of the school term. The Charter School's calendar shall conform to the School District's calendar for regular session instructions. The Charter School agrees to pay the cost of transportation for any and all days that the Charter School is in operation that do not conform to the School District's calendar. The cost will be based on the actual expense of transportation, as determined by the School District.
47. Where Charter School students are eligible to participate in School District extracurricular activities, the Charter School shall pay the costs charged by the School District for Charter School student participation. This fee is on a "cost basis", with the School District neither losing nor making money, as determined by the School District using the expenses of each activity, including coach or director, uniforms, transportation and miscellaneous costs.
48. The Charter School shall also comply with the requirements of the Right to Know Act ("RTKA").
49. The Charter School agrees that at no time will the number of students who are residents of Easton Area School District exceed 300. The School District shall not be required to pay the Charter School for the forgoing enrollment of any student(s) above the negotiated enrollment cap. The Charter School agrees that it will not seek to invoke 24 P.S. § 17-1725-A(a)(5) (i.e., requesting the withholding of funds from the School District), based upon the School District's refusal to pay the cost of enrollment of student(s) in excess of the foregoing enrollment cap. Nothing in this Paragraph is intended to limit total student enrollment.
50. The Charter School shall not submit invoices to school districts or reconciliation reports to PDE seeking payment for any four-year-old kindergarten students who are residents of school districts that do not offer kindergarten programming for four-year-old kindergarten students.
51. Where the School District is not receiving its basic education funding from PDE, the Charter School agrees that it will not seek to invoke 24 P.S. § 17-1725-A(a)(5) (i.e., requesting the withholding of funds from the School District) for unpaid tuition payments, provided that the School District has paid its proportionate share from the basic education funding that it received.
52. The Charter School shall prepare a Disaster Response and Emergency Preparedness Plan which shall be approved by the Charter School's Board of Trustees. The Charter School shall provide a copy of the plan to the School District's Superintendent, and/or designee before the commencement of each school year.
53. No student and/or parent/guardian of the Charter School will be charged a fee or cost for the student's participation in the mandatory activities or coursework of the Charter School.

54. The Charter School and the School District may pursue cooperative arrangements that are acceptable to both parties.
55. The Charter School agrees that it will immediately surrender its charter upon the occurrence of the following:
- (1) The appointment of a custodian for the corporation.
 - (2) The filing of bankruptcy.
 - (3) The failure to submit required timely payments to PSERS resulting in a reduction of the School District's Basic Education Subsidy.
 - (4) The inability to provide instruction for the required 180 days as a result of casualty loss of the facility insufficiency of staff or otherwise.
- This section may be enforced by an action in equity filed in the Northampton County Court of Common Pleas.
56. The Charter Schools will exercise its best efforts to seek, obtain, and maintain accreditation with the Middle States Association of Colleges and Schools.
57. As it is the mission of the Charter School to provide students with a rich and varied arts experience, the Charter School shall develop and publish a five-year plan for the systems implementation of a full arts program. A copy of the five-year plan, approved by the Charter School's Board of Directors shall be provided to the School District by October 1, 2023.
58. The Board of Trustees for the Charter School shall fully adopt, approve and execute a written agreement consistent with its Application affirming its agreement with the conditions set forth in this Charter.

WHEREFORE, the undersigned, intending to be legally bound, hereby set their hands this 28 day of April, 2023.

FOR THE Board of School Directors of the Easton Area School District.

EASTON AREA SCHOOL DISTRICT

Noemi G. Ramirez

[Signature]

President, Board of Education

ATTEST:

EASTON ARTS ACADEMY ELEMENTARY
CHARTER SCHOOL

Bridget M. Masterson

President, Board of Trustees

ATTEST: