

Commonwealth of Pennsylvania

Charter

to operate a public school known as

The Evergreen Community Charter School

WHEREAS, the Pocono Mountain School District ("PMSD") is a school district of the second class organized and existing under the laws of the Commonwealth of Pennsylvania;

WHEREAS, the PMSD granted a Charter to the Evergreen Community Charter School ("Charter School") on or about April 15, 2006;

WHEREAS, the term of the Charter was for a three year (3) term commencing on or about April 15, 2006 and terminating on the last day of the school term, as defined by the Pennsylvania School Code, 24 P.S. 1-102 in the 2008/2009 school year;

WHEREAS, the Charter School requested that its Charter be renewed and said Charter was renewed by PMSD on or about June 24, 2009 for a period commencing on July 1, 2009 and terminating on June 30, 2014;

WHEREAS, the Charter School requested that its Charter be renewed and said Charter was renewed by PMSD on or about July 25, 2014, for a period commencing on July 1, 2014 and terminating on June 30, 2019;

WHEREAS, the Charter School requested that its Charter be renewed and said Charter was renewed by PMSD in 2019 for a period commencing on July 1, 2019 and terminating on June 30, 2024;

WHEREAS, the Charter School requested renewal of its Charter during the 2023-2024 school year;

WHEREAS, between July 2023 and March 2024, PMSD reviewed the Charter School's records and other relevant renewal materials and has conducted a school site visit for the purpose of making a recommendation to the Board of School Directors of the PMSD ("School Board") with regard to the renewal of the Charter. A copy of the Charter School's Application for Renewal is attached and incorporated herein;

WHEREAS, pursuant to the authority vested in the School Board of PMSD, under the Public School Code of 1949, as amended, and the Charter School Law, 24 P.S. § 17-1701-A thru 1751-A, as amended, in accordance with 24 P.S. § 17-1720-A, the Charter School is hereby granted a Charter to operate a public charter school located at Routes 390/191 and Grace Avenue in Cresco, Pennsylvania 18342.

It is specifically understood and agreed between the Board of Trustees of the Evergreen Community Charter School ("Charter Board") and the School Board that the following conditions have been mutually agreed upon:

1. The granting of this Charter (“Charter”) is specifically contingent upon operation of the Charter School in strict adherence to the terms of the Charter.
2. The Charter School shall faithfully and completely abide by the laws of the United States and Pennsylvania as they pertain to the operation of a public charter school.
3. The Charter Board shall operate the Charter School in accordance with the provisions of the Charter School Law, 24 P.S. § 17-1701-A *et seq.* and any applicable amendments and regulations thereto enacted during the term of this Charter.
4. This Charter constitutes a legally binding agreement for the time period commencing from July 1, 2024 and ending on June 30, 2029 (“Term”). This Charter may then be renewed by action of the PMSD School Board for an additional five (5) year period or such other length of term as may be consistent with the Charter School Law and agreed to by the parties.
5. The Charter Board shall post its agendas, advertise its meetings, and conduct its meetings in accordance with the requirements of all applicable laws and shall comply with any and all laws and regulations, including but not limited to, the Public Official and Employee Ethics Act, 65 Pa. C.S.A. § 1101 *et seq.* (“Ethics Act”), Pennsylvania Sunshine Laws, 65 Pa. C.S.A. § 701 *et seq.* (“Sunshine Act”), and any and all laws applying to charter schools, including but not limited to, 24 P.S. §17-1729-A, which requires charter schools to meet generally accepted standards of fiscal management or audit requirements and adherence to all laws and regulations. The Charter Board agrees not to schedule its regular meetings so as to conflict with PMSD's School Board meetings.
 - a) The Charter Board shall ensure that it votes in public on, at a minimum, all leases and contracts; approving the budget, curricular changes, and school calendar; appointing an auditor; hiring, termination, resignation, and compensation of staff; donations and gifts; actions to be taken at annual meetings, including approval of officers and reappointment of board members; appointment, reappointment for additional terms, and termination of board members; and all other matters required to be acted upon pursuant to the Charter School Law, the Sunshine Act, and its Bylaws.
 - b) The Charter Board shall ensure that executive sessions are held and announced in accordance with the Sunshine Act with stated purposes, and that official actions are being taken during the public meetings and reflected in the minutes.
 - c) The Charter Board agrees to post its board meeting minutes on its publicly accessible website within thirty (30) days of the adoption of the minutes.

- d) The Charter Board shall advertise its public meetings in accordance with the Sunshine Act, including in a local newspaper of general circulation. For the 2024-2025 school year, the Charter School shall provide proof of advertisement of its schedule of regular meetings to the Superintendent by no later than the first regularly scheduled Charter Board meeting held in the 2024-2025 school year.
6. All persons elected or appointed as members of the Charter Board shall serve without pay and shall comply with any and all laws and regulations, including but not limited to, the Ethics Act , Sunshine Act, and any and all laws applying to charter schools, including but not limited to, 24 P.S. § 17-1729-A which requires charter schools to meet generally accepted standards of fiscal management or audit requirements and adherence to all laws and regulations.
- a) With respect to Statements of Financial Interest (“SOFI”) for current or former members of the Charter Board and for public employees employed by the Charter School as defined by the Ethics Act (hereafter “covered individuals”), the Charter School shall take steps to communicate with all covered individuals to ensure that all covered individuals submit a SOFI for the previous calendar year by May 1st each year. Sufficient steps shall be defined as communicating to all covered individuals by regular mail and email about the covered individual’s obligation to submit a SOFI on or before May 1st of each calendar year as a condition of their Charter Board membership or employment. The Charter School shall begin noticing covered individuals on or before March 1st of each calendar year. The notice shall include a copy of the SOFI form, explanation of the legal requirement to submit the form annually, a clearly stated deadline for submission, and a warning that failure to submit the SOFI by deadline will result in the dismissal of any noncompliant covered individual from employment or board service, as the case may be. If the covered individual has not provided the required SOFI by the May 1st deadline, that individual will not be permitted to perform his or her duties for the Charter School either as an employee or a board member during the 30-day window provided by the Ethics Act. If the covered individual who is an employee does not submit a completed SOFI by May 31st, the Charter Board shall terminate the employment of any public employee; for those board members who have not submitted a completed SOFI by May 31st, the Charter Board shall take a public vote at the June meeting to remove any covered individual who has not timely submitted their SOFI. The Charter School shall inform the covered individual regarding the public vote and their dismissal by certified mail.
- b) The names and email addresses of all Charter Board trustees shall be publicly posted and available in accordance with 24 P.S. § 17-1714.1.

- c) The names of all Charter Board trustees shall be included in the Form 990s filed with the Internal Revenue Service annually. An officer of the Charter Board shall sign the Form 990s of the Charter School.
7. Unless the Charter School obtains prior, written approval from PMSD to amend its bylaws as they pertain to the selection process for the Charter Board, the mechanism for the selection of the members of the Charter Board shall be in accordance with the application which was submitted by the Charter School.
 8. If the Educational Director of the Charter School serves on the Charter Board, the Educational Director will serve as a non-voting member and the position may have compensation fixed by a majority vote of the Charter Board. Any modifications of such compensation shall be likewise fixed by a majority vote of the Charter Board.
 9. The Charter School represents that no members of the Charter Board or employees of the Charter School serve on the governing board of the Evergreen Community Charter School Foundation (“Foundation”) and will not do so in the future while the Foundation is a related entity to the Charter School.
 10. The Charter School has produced a Lease Agreement between it and the Foundation with a term of July 1, 2020 through June 30, 2025. The Charter School agrees that it shall, within thirty (30) days of the execution date, forward any future addendums or new lease agreements to PMSD. If the Charter School and the Foundation decide to modify the current Lease Agreement, the Charter School shall notify PMSD, in writing, of any said change within thirty (30) days of said modification(s).
 - a) The Charter School advised that the Foundation is in the process of having a deed of correction filed to change the legal name of the owner of the property to the Foundation. The Charter School shall provide a copy of the filed deed to the School District within thirty (30) days of filing.
 11. The Charter School shall obtain an independent appraisal before the Charter School renews its current Lease Agreement, changes any material term of the current Lease Agreement and/or purchases real estate. The Charter School shall solicit at least three bids from certified appraisers and shall select one of the responding appraisers to perform an appraisal. This appraisal shall be completed before any material term of the current Lease Agreement is changed and/or renegotiated, a new Lease Agreement is negotiated, or real estate purchased. The Charter School shall ensure that any future lease agreements or addendums to a lease agreement are executed by the Charter Board and the landlord prior to the effective date of the new lease agreement or addendum to the lease agreement.

12. Except in cases of fire or natural disaster, the Charter School shall not relocate its facility or add additional facilities at a location other than presented in its renewal application without the consent of the PMSD. In the event that a fire or natural disaster causes the Charter School to relocate its facility, the Charter School shall notify PMSD of its new location and the terms in which the Charter School is occupying its new location, in writing, immediately.
13. Salaries of all employees of the Charter School shall be fixed by a majority vote of the Charter Board. Any modifications of such compensation shall be likewise fixed by a majority vote of the Charter Board.
14. The Charter School shall make timely and complete payments of all employer and pick-up payments due to PSERS and shall concurrently, with each employee pay period, cause to be segregated such amounts as or will be payable to PSERS.
15. The Charter School shall approve all payments to vendors in accordance with its policies. The Charter School agrees to forward any change in said policy to PMSD within thirty (30) days of said change and agrees that it will comply with all state and/or federal laws and regulations, and any amendments thereto, as it relates to the payment of vendors.
16. The Charter School shall continue to have a Treasurer designated. The Treasurer shall have oversight of all financial transactions including, but not limited to, preparing deposit slips, depositing funds, counting cash, approving requisitions and purchase orders, approving reimbursements and signing checks. Subject to oversight by the Treasurer, a Business Manager shall perform the normal, usual and customary daily financial duties and responsibilities associated with the operation of the Charter School.
17. The Charter School shall continue to add its policies and basic financial statements to its website so that all policies and basic financial statements are accessible to the public online.
18. The Charter School shall permit the PMSD to have ongoing, reasonable access to the Charter School's records and facilities to ensure that the 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. Such visits shall be in accordance with the Charter School Law. PMSD shall also have access to records, including, but not limited to, any and all reports that the Charter School submits to any third party and/or government entity, financial reports, financial audits, aggregate standardized test scores without student identifying information, and staff certification and clearance records.

19. The Charter School shall continue to implement a policy of outreach to the community to ensure diversity in its governance and student body in accordance with its Bylaws.
20. The Charter School agrees, on an annual basis, to engage in a dialog with PMSD to coordinate its school year calendar to that of the PMSD's calendar so as to minimize transportation costs for PMSD. The Charter School agrees to follow PMSD's calendar for any and all emergency related changes relating to the school calendar including, but not limited to, school closings, delayed openings and/or early dismissals due to weather related events. The Charter School shall provide its school calendar for the upcoming school year to PMSD on or before June 1st of each calendar year. If the Charter School fails to submit its proposed calendar by said deadline, the Charter School shall follow PMSD's school calendar for the upcoming school year. The Charter School will notify PMSD, in writing, within 72 hours of making a decision that the Charter School needs to change the school calendar during the course of the year. The Charter School agrees that it will comply with any and all laws and regulations, and amendments thereto, relating to the transportation of students. The Charter School further agrees that it will provide no less than 180 days of instruction or 900 hours per year of instruction at the elementary level and not less than 990 hours per year of instruction at the secondary level, as required by 24 P.S. § 17-1715-A and agrees to abide by any and all amendments to said law.
21. The Charter School shall submit any and all required reports including, but not limited to, school safety reports, Elementary and Secondary Professional Personnel Reports, ELL reports, reports to the Pennsylvania Department of Health, reports to the Pennsylvania Department of Education ("PDE"), reports to Federal agencies to any and all appropriate parties.
22. 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, 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.
23. The Charter School shall comply with Section 504 of the Vocational Rehabilitation Act and Title II of the Americans with Disabilities Act and all amendments thereto, and Chapter 711 of the Pennsylvania Public School Code and all amendments thereto, regarding Charter School Services and Programs for Children with Disabilities and all amendments thereto and the Individuals with Disabilities Education Act ("IDEA") and all amendments thereto.
24. The Charter School shall provide each employee with health care benefits in compliance with 24 P.S. § 17-1724-A(d) and any and all amendments thereto.

25. The Charter School shall continue to provide PMSD with documentation of employee benefits at least thirty (30) days prior to the commencement of each school year.
26. PMSD 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 challenge involving its operation. The PMSD Board of School Directors and/or PMSD shall not be held liable for any activity or operation related to the program of the Charter School.
27. If more students apply to the Charter School than the number of attendance slots available, the Charter School shall conduct a lottery, select students on a random basis from a pool of qualified applicants meeting the established eligibility criteria and submitting an application by the deadline established by the Charter School, and establish a waiting list for the school year; except that, in the lottery, the Charter School may give preference for enrollment to a child of a parent who has actively participated in the development in the Charter School and to siblings of students presently enrolled in the Charter School. The Charter School indicated through the renewal process that it does not have plans for an increase in its total enrollment. The Charter School will provide advance notice to PMSD if it decides to increase its total enrollment of 103 students by more than ten percent (10%). There shall be no expansion from the grade levels currently served (grades 6-12), unless approved by PMSD's School Board.
 - a) Effective beginning in the 2024-2025 school year and thereafter, the Charter School shall remove from the Enrollment policy the enrollment preference to grandchildren of faculty, staff or trustees.
 - b) The Charter School shall enroll students from the established waiting list in the order that students appear, by applicable grade level in which seats become available. If students apply after the application deadline established by the Charter School, the students shall be added to the end of the waitlist established after the lottery is conducted, subject to any preferences identified in this Charter.
28. The Charter School shall maintain and enforce the provisions of all truancy and attendance policies and mandates as issued by PDE.
29. At the beginning of each school year, the Charter School shall provide PMSD a list of students (for those students in which PMSD is the school district of residence), returning to the Charter School.
30. The Charter School shall not require a student's social security number for enrollment purposes.
31. The Charter School shall provide PMSD with the PDE Charter School Student Enrollment Notification Form for each student enrolled in the Charter School in which

PMSD is the student's school district residency. The form shall be provided to PMSD within fifteen (15) days of the student's enrollment.

32. Upon enrollment, the Charter School is to contact the student's former school for a copy of the student's education records.
33. Within fifteen (15) days of receiving notification of a student's withdrawal from its school, the Charter School shall notify the Superintendent for each school district which constitutes the Charter School's students' school district of residency of the student's withdrawal.
34. The Charter School shall maintain its Code of Conduct and Discipline policies, which shall be school-wide and uniform. The Charter School further agrees that it will post its Code of Conduct and Discipline Policies on its website, and immediately post any amendments or changes to said policies.
35. The Charter School shall consistently implement its code of conduct and discipline policies to ensure compliance with 24 P.S. § 13-1318 of the Public School Code and Chapter 12 regulations.
 - a) By August 1, 2024, the Charter School shall submit to PMSD for review: (i) a revised Code of Student Conduct for the 2024-2025 school year to include a comprehensive listing of conduct that could lead to disciplinary consequences along with the potential consequences for such conduct and updated procedures about Attendance and Truancy consistent with Article 13 of the Public School Code requirements; (ii) a revised suspension letter template used for out-of-school suspensions longer than three days that includes the informal hearing requirements found in Chapter 12; and (iii) revised policies (including the Attendance Policy and Truancy Policy) that reflect the change in compulsory attendance age in Pennsylvania.
36. The Charter School shall comply with 24 P.S. § 13-1317.2 of the Public School Code and all amendments thereto, reporting all incidents of weapons possession to local law enforcement officials and expulsion for weapons possession to PDE. Further, the Charter School shall comply with section 13-1303-A and all amendments thereto of the Public School Code by completing and timely filing the Violence and Weapons Possession Report.
37. The Charter School agrees to comply with 24 P.S. § 13-1301-A *et seq.* by developing and implementing a single Memorandum of Understanding (MOU) in cooperation with the local law enforcement entity with jurisdiction over the Charter School (currently the Pocono Mountain Regional Police Department), in accordance with provisions of the Act of March 10, 1949 (P.L. 30, No. 14 as amended, 24 P.S. § 13-1301-A *et seq.*)

by June 30, 2014. A new MOU must be updated and approved by the Charter School and the local law enforcement agency every two years or as otherwise required by law, statute or regulation.

38. The Charter School shall fully comply with the requirements of the Family Education Rights and Privacy Act ("FERPA") and all amendments thereto.
39. The Charter School shall maintain a Professional Development Plan and Induction Plan for its faculty containing timelines for observation and conferencing. Any amendments or updates to the Professional Development Plan or Induction Plan shall be approved by the Charter Board and, within thirty (30) days, provided to PMSD. The Charter School shall require staff to receive the professional development training necessary to properly implement the testing that is required by PDE.
40. The Charter School shall maintain a current Assessment Plan. The Charter School shall provide any changes to the Assessment Plan to the PMSD Superintendent within thirty (30) days of the Assessment Plan being approved by the Charter Board. The Assessment Plan will provide for the utilization of tests having the appropriate benchmark to measure students' academic progress and achievement, including but not limited to standardized assessments mandated by federal and state governments.
41. The Charter School shall comply with testing requirements currently required of charter schools and will comply with all future amendments of said law(s).
42. The Charter School shall comply with the mandates of the Pennsylvania Core Standards and Standardized Aligned Systems and any amendments issued by PDE.
43. The Charter School shall immediately develop and implement procedures for the evaluation of professional staff members, including the evaluation of school leaders by non-subordinates, which shall include the following, to occur no less than one time per year:
 - Notification to the employee as to his/her progress;
 - A written, anecdotal evaluation of the employee's performance during an observation, and the employee's total performance as an employee of the Charter School;
 - A timely conference, in which the employee's weaknesses and strengths are discussed, as held between the employee and the evaluating supervisor.
44. The Charter School shall maintain an Emergency Crisis and all Hazards Plan and shall provide any updates to said plan to PMSD within thirty (30) days of making any changes to said Plan.

45. The Charter School must comply with all of PDE's current PIMS reporting requirement, and any amendments thereto. The Charter School shall also maintain a current Accuracy Certification Statement and make any and all PIMS data and related information available to PMSD, if requested.
46. The Charter School must comply with any and all federal or state regulations or laws such as the current Every Student Succeeds Act and any amendments thereto, whether based on federal or state law.
47. The Charter Board shall ensure that school staff meet any and all certification requirements established by 24 P.S. § 17-1724-A of the Pennsylvania Charter School Law, Chapter 711 of the State Board of Education regulations, and other applicable law.
48. Paraprofessional aides hired by the Charter School to work in programs supported with Title I, Part A funds shall have a high school diploma or its recognized equivalent. Except for paraprofessionals who act as translators or conduct parent involvement activities, they must also have completed at least two (2) years of study to an institution of higher education, possess at least an Associate's Degree, or demonstrate subject matter competence through a formal state or local assessment.
49. For those who shall have direct contact with students, prior to employing any individual, engaging any contractor and contractor's employees, or allowing any persons to volunteer, the Charter School shall ensure that all required criminal history checks, child abuse/injury records, Act 24/82 Arrest/Conviction Report and Certification forms, and Act 168 sexual misconduct/abuse disclosure forms are obtained and reviewed in compliance with, *inter alia*, Sections 1-111 and 1-111.1 of the Public School Code and 23 Pa. C.S.A. subchapter C2. The Charter School shall further ensure that clearances, background checks and disclosure forms are provided and reported by employees, contractors and volunteers in accordance with all applicable laws.
50. The Charter School agrees to work towards the following academic and non-academic goals for the Charter term, which were proposed in the renewal application:

Goal	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
CDT Testing	75-80% proficiency	75-80% proficiency	75-80% proficiency	75-80% proficiency	75-80% proficiency
PSSA/Keystone	75-80% proficient or advanced in	75-80% proficient or advanced in	75-80% proficient or advanced in	75-80% proficient or advanced in	75-80% proficient or advanced in

	each subject area	each subject area	each subject area	each subject area	each subject area
Attendance Rate (measured by % of students attending 90% of days or more)	Meets or exceeds PDE-established goal	Meets or exceeds PDE-established goal	Meets or exceeds PDE-established goal	Meets or exceeds PDE-established goal	Meets or exceeds PDE-established goal
English Proficiency	Meets or exceeds PDE-established goal	Meets or exceeds PDE-established goal	Meets or exceeds PDE-established goal	Meets or exceeds PDE-established goal	Meets or exceeds PDE-established goal
Senior Projects (data to be maintained by Charter School)	100% completion of senior projects	100% completion of senior projects	100% completion of senior projects	100% completion of senior projects	100% completion of senior projects
Post-secondary goals (data to be maintained by Charter School)	100% of students seeking college or post-secondary training are admitted into top two schools of choice	100% of students seeking college or post-secondary training are admitted into top two schools of choice	100% of students seeking college or post-secondary training are admitted into top two schools of choice	100% of students seeking college or post-secondary training are admitted into top two schools of choice	100% of students seeking college or post-secondary training are admitted into top two schools of choice
Community Service (data to be maintained by Charter School)	100% of students perform community service during school year	100% of students perform community service during school year	100% of students perform community service during school year	100% of students perform community service during school year	100% of students perform community service during school year

51. The Charter School agrees to submit an annual, yearly report to the PMSD Superintendent and PDE on or before August 1 of each year unless PDE establishes another due date for said submission. The Charter School agrees to use the form

prescribed by the Secretary of PDE. If no form is prescribed by the Secretary of PDE then the Charter School agrees that its annual report shall contain the following:

- List of PMSD resident students returning to the Charter School
- Documentation of employee benefits
- Emergency Crisis Plan
- ESL Plan
- Professional Development Plan
- Documentation of Highly Qualified status of each teacher who teaches a core academic subject or documentation that evidences compliance with any certification regulations and/or laws
- Code of Conduct and discipline policies
- Assessment Plan

52. This Charter shall be terminated in accordance with the provisions of applicable law or by voluntary surrender approved by the Charter Board.

WHEREFORE, the undersigned, intending to be legally bound, hereby set their hands this 1st day of May, 2024.

POCONO MOUNTAIN SCHOOL DISTRICT:

Marek Pepsak
President

5-1-2024
Date

[Signature]
Secretary

5-1-2024
Date

EVERGREEN COMMUNITY CHARTER SCHOOL:

Jack Doyma Grillo
President

4/25/24
Date

[Signature]
Secretary

4/25/24
Date