

**U.S. Department of Education**

**Washington, D.C. 20202-5335**



**APPLICATION FOR GRANTS  
UNDER THE**

**Charter Schools Program (CSP); Grants to Non-SEAs; Planning, Program Design, Implementation**

**CFDA # 84.282B**

**PR/Award # U282B160034**

**Grants.gov Tracking#: GRANT12011570**

OMB No. , Expiration Date:

Closing Date: Oct 06, 2015

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This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="10/06/2015"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

**8. APPLICANT INFORMATION:**

* a. Legal Name: <input type="text" value="Mathematics, Science and Technology Charter School"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="232963763"/>	* c. Organizational DUNS: <input type="text" value="1587977170000"/>

**d. Address:**

* Street1: <input type="text" value="1800 E. Byberry Road"/>
Street2: <input type="text"/>
* City: <input type="text" value="Philadelphia"/>
County/Parish: <input type="text"/>
* State: <input type="text" value="PA: Pennsylvania"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="19116-42101"/>

**e. Organizational Unit:**

Department Name: <input type="text"/>	Division Name: <input type="text"/>
---------------------------------------	-------------------------------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: <input type="text" value="Mr ."/>	* First Name: <input type="text" value="John"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Swoyer"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="Chief Executive Officer"/>	

Organizational Affiliation: <input type="text"/>
--

* Telephone Number: <input type="text" value="2673481100"/>	Fax Number: <input type="text" value="2673481217"/>
---	---

* Email: <input type="text" value="jswoyer@mastccs.org"/>
---

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. Department of Education

**11. Catalog of Federal Domestic Assistance Number:**

84.282

CFDA Title:

Charter Schools

**\* 12. Funding Opportunity Number:**

ED-GRANTS-082115-001

\* Title:

CSP Grants to Non-SEA Eligible Applicants for Planning, Program Design, and Initial Implementation  
CFDA Number 84.282B

**13. Competition Identification Number:**

84-282B2016-1

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Implementation of a K-12 charter that serves a diverse community of learners and focuses on providing increased academic opportunities to minorities, low income, ELL, and special education students.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="721,380.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="721,380.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>John Swoyer</p>	<p>TITLE</p> <p>CEO</p>
<p>APPLICANT ORGANIZATION</p> <p>Mathematics, Science and Technology Charter School</p>	<p>DATE SUBMITTED</p> <p>10/06/2015</p>

Standard Form 424B (Rev. 7-97) Back

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**  
 Prime  SubAwardee

\* Name: Mathematics, Science and Technology Charter School

\* Street 1: 1800 E. Byberry Road Street 2: \_\_\_\_\_

\* City: Philadelphia State: PA: Pennsylvania Zip: 19116

Congressional District, if known: PA-13

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

<b>6. * Federal Department/Agency:</b> Department of Education	<b>7. * Federal Program Name/Description:</b> Charter Schools
	CFDA Number, if applicable: 84.282

<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____
---	---

**10. a. Name and Address of Lobbying Registrant:**

Prefix \_\_\_\_\_ \* First Name: None Middle Name: \_\_\_\_\_

\* Last Name: None Suffix: \_\_\_\_\_

\* Street 1: \_\_\_\_\_ Street 2: \_\_\_\_\_

\* City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix \_\_\_\_\_ \* First Name: None Middle Name: \_\_\_\_\_

\* Last Name: None Suffix: \_\_\_\_\_

\* Street 1: \_\_\_\_\_ Street 2: \_\_\_\_\_

\* City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature: John Swoyer

\* Name: Prefix: Mr. \* First Name: John Middle Name: \_\_\_\_\_  
\* Last Name: Swoyer Suffix: \_\_\_\_\_

Title: Chief Executive Officer Telephone No.: 2673481100 Date: 10/06/2015

<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
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PR/Award # U282B160034

## NOTICE TO ALL APPLICANTS

OMB Number: 1894-0005  
Expiration Date: 03/31/2017

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

### To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

### What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may

be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

### What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

### Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email [ICDocketMgr@ed.gov](mailto:ICDocketMgr@ed.gov) and reference the OMB Control Number 1894-0005.

## Optional - You may attach 1 file to this page.

GEPA Statement.pdf

Add Attachment

Delete Attachment

View Attachment

## **GEPA Statement**

### *Anticipated Barriers:*

#### Improving Achievement

In providing instruction for our students with disabilities, MaST II will incorporate research-based practices and project-based learning techniques. This learning environment promotes optimal levels of student engagement, leading to higher levels of academic achievement and progress on Individual Education Plans. We will effectively serve students with special needs and implement an inclusive and integrated curriculum with smaller class sizes, highly qualified teachers, and educational assistants. Please refer to the selected criteria section for a full description of the programs utilized to meet all of our students' needs.

#### Promoting Diversity

The goal of MaST II to promote a diverse learning community is crucial for achieving our mission and vision. MaST II will provide a rich language and culturally responsive curriculum with teachers trained in English Language Development, and an immersive language environment conducive to high levels of academic success for ELL students. With these supports in place, language factors will not be a barrier to accessing our program.

#### Academic Excellence

The curriculum of MaST II will incorporate the highest standards for learning including the Common Core Standards. We will achieve academic excellence by having high expectations for all students and offering quality courses via innovative teaching. All subjects are connected through common themes of study, and multi-disciplinary projects will allow students to apply new content and skills for real-world learning.

#### School Culture

Due to demand in such a variety of zip codes and due to the school having an open lottery, we anticipate that the proposed school will be very diverse in ethnicity, socioeconomic levels, educational support levels, and population as a whole. MaST II intends to provide the best education possible to every student. Our goal is to create a positive school climate and environment where social and educational growth can take place. We will adopt a systematic approach for handling discipline, which includes utilizing teachers and establishing their role in discipline, such as Review 360. Ongoing training and professional development will provide staff with additional support with management, policies and protocols.

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> Mathematics, Science and Technology Charter School	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: Mr.	* First Name: John Middle Name:
* Last Name: Swoyer	Suffix:
* Title: CEO	
<b>* SIGNATURE:</b> John Swoyer	<b>* DATE:</b> 10/06/2015

## Abstract

The abstract narrative must not exceed one page and should use language that will be understood by a range of audiences. For all projects, include the project title (if applicable), goals, expected outcomes and contributions for research, policy, practice, etc. Include population to be served, as appropriate. For research applications, also include the following:

- Theoretical and conceptual background of the study (i.e., prior research that this investigation builds upon and that provides a compelling rationale for this study)
- Research issues, hypotheses and questions being addressed
- Study design including a brief description of the sample including sample size, methods, principals dependent, independent, and control variables, and the approach to data analysis.

[Note: For a non-electronic submission, include the name and address of your organization and the name, phone number and e-mail address of the contact person for this project.]

---

## You may now Close the Form

**You have attached 1 file to this page, no more files may be added. To add a different file, you must first delete the existing file.**

\* Attachment:

## MaST II Grant Abstract

Project Abstract: MaST Community Charter School / MaST II

Contact: John Swoyer, CEO

██████████ / ██████████  
1800 East Byberry Road, Philadelphia, PA 19116

The MaST Community Charter School mission statement states that MaST will create innovative pathways for students pursuing knowledge focused on Mathematics, Science, and Technology. MaST has proven that there are no walls or boundaries when it comes to education and lives by the slogan that “if you can imagine it, you can build it”. MaST uses the acronym “STREAM,” (Science, Technology, Robotics, Engineering, Arts, Math) to describe what is embedded throughout the K-12 educational model, which is a cross-curricular experience that utilizes resources to their fullest and fosters classroom differentiation.

MaST II (to be named by location in the near future) was approved for the first three years as a K-5 school with 600 students, growing to a K-12 over 7 years with an enrollment of 1250. MaST II was written by the leadership team at MaST I to create a replication that aims to offer great opportunities to Philadelphia students. The main intention is to give the 7000+ wait list an opportunity to drive a new school program. The vision is to carry these opportunities to kids in an urban setting, focusing on the development of low-income, special education, ELL, and minority population. MaST believes every student deserves an opportunity and was thoughtful about projecting the necessary resources to continue the MaST reputation in Philadelphia. The focus of this will be to increase academic achievement and show growth across each grade as the school develops over time. As the school expands, our focus will shift to establishing and maintaining a 100% high school graduation rate as well as college admittance, similar to MaST I. We believe that students should be provided with a diversified spectrum of learning experiences. MaST II’s primary goal is to create a rich environment that leads students to explore all future options whether it be attending college, starting a career, or entering the workforce.

The project meets the specifications of the Charter School Project in the following ways:

- 1) Increases the amount of high quality charter schools in the United States
- 2) Focuses on promoting diversity and improving the landscape of Philadelphia education
- 3) Focuses on growth and academic achievement across all grades in the school, but specifically targeting the lower socioeconomic population of Philadelphia
- 4) Serves a need in Philadelphia that meets the overall mission of the CSP and will help educate students with the resources and opportunities they deserve

MaST II will utilize every dollar in the grant to meet the expectations of a model charter school. Several members of the MaST I leadership team will provide support to MaST II to assure that the school is run at a high level with the programs and curriculum that have allowed MaST the ability to separate itself in PA.

Thank you for the support and consideration for the grant funding.

John Swoyer, CEO

## Project Narrative File(s)

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\* **Mandatory Project Narrative File Filename:**

[Add Mandatory Project Narrative File](#)

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## **Project Narrative**

### I. Absolute Priority

At the school, it is believed that all students can, and will achieve high educational standards when they are made to feel valued, expected to do well, engaged in challenging and meaningful work, and supported by a unified community of teachers, parents, and other concerned and involved adults. It is with this in mind that the curriculum is more rigorous than that of the local and state standards, including but not limited to additional course and credit graduation requirements. The mission and goal for students through the MaST model is to educate the whole child through new approaches, unique experiences, and innovative environments. With that said, we anticipate a poverty rate higher than 60% based on the recent analysis of Philadelphia and our recruitment efforts across the city to advertise our program opportunity to any community that wants to apply. Philadelphia is one of the poorest cities in the **U.S. as can be seen in this recent article:**

<http://mobile.philly.com/news/?wss=/philly/news&id=330033861&>

**Location:** MaST II will open the school at a leased location in an old Catholic School Building, Saint William's in the lower Northeast part of Philadelphia. The areas surrounding the location are very diverse, Saint William's church itself offers 5 different community Masses in different languages each week. The average poverty rate of the surrounding schools at this location ranges from 50% to 90%. We anticipate that we will draw even more local applications from the surrounding community and we are going to be accessible to very low-income areas.

**School's purpose:** The purpose of MaST II is to replicate one of the most successful teaching models in PA and to focus on giving more students in Philadelphia access to a quality education. With over 7,000 students on our MaST I wait list, the MaST name has grown throughout Philadelphia as a learning community that educates children in innovative ways. We believe in form, function, collaboration, and community. This means that we don't want to follow the leader, we want to be the leader, looking to transform learning in the area. With that said, we want to focus on the education of every child and recognize each child needs to have an independent learning plan. We are a STREAM model, which takes the STEM model and incorporates Robotics and Arts K-12. Our success can be seen in some of the recent awards from last year. MaST I is currently a Title I High Achievement school, so we have experience with Title I programming and connecting our community to literacy and math achievement. MaST I was named a P21 STEM school, one of two in PA, named the top charter in PA by Niche - (a group founded in 2002 by Carnegie Mellon University students as a way to inform parents of K-12 education options in 2015), and it was named the 41st best school out of 529 by U.S. News and World Report. It is also a Apple Distinguished Program for its one-to-one program.

**Community Outreach:** MaST has been able to create many partnerships and working arrangements for support for additional growth in Philadelphia. We have reached out and have a working relationship with all the Tacony community groups, which is where we will permanently be located starting the 2nd year of our charter. Some of the strategies we are using to make people aware of our efforts include the following recruitment efforts:

- 1) Use of MaST II Website (translatable to all languages) - Becomes live in January
- 2) Meet with Tacony Groups for recruiting more applications from other zip codes:
  - a) Tacony Civic Association,
  - b) Tacony community development Corporation,
  - c) Mayfair business association
- 3) Newspapers
  - Philadelphia Weekly (Citywide)
  - City Paper (Citywide)
  - Philadelphia Public Record (Citywide)
  - Al Dia (Citywide)
  - South Philly Review (South Philadelphia)
  - University City Review (University City)
  - Philadelphia Metro (Citywide)
  - Germantown Chronicle (Germantown)
  - Impacto Latino
    - Star (Bridesburg, Port Richmond, Fishtown, NoLibs and Kensington)
    - Germantown Newspaper (Germantown Area)
- 4) We may ask some of the civic associations to post on their websites.
  - Bella Vista Neighbors Association
  - Baltimore Ave. Business Association
  - Allegheny West Foundation
  - Brewerytown Sharswood Community Civic Association
  - Callowhill Neighborhood Association
  - Bridesburg Civic Association
  - Burholme Civic Association
  - Cecil B. Moore CDC
  - Center City Residents Association
  - Central Roxborough Civic Association
  - Chestnut Hill Community Association
  - Concerned Citizens of Point Breeze
  - Dickinson Square West Civic Association
  - East Falls Community Council
  - Drexel Area Property Association
  - East Kensington Neighbors Association
  - East Mount Airy Neighbors
  - Fairmount Civic Association
  - Fishtown Neighbors Association
  - Germantown Community Connection
  - Greys Ferry Community Council
  - Longcrest Community Association
  - Lower Moyamensing Civic Association
  - Mantua Civic Association
  - Melrose Civic Association
  - Neighbors of Overbrook Association
  - New Bold Civic Association/Neighbors Association
  - Nicetown CDC

- Northwood Civic Association
  - Nueva Esperanza Housing and Economic Development
  - Overbrook Park Civic Association
  - Oxford Circle Civic Association
  - Packer Park Civic Association
  - Parkside Association
  - Passyunk Square Civic Association
  - Pennsport Civic Association
  - Philadelphia Chinatown Development Corporation
  - Point Breeze Civic Association
  - Port Richmond Community Group
  - Port Richmond on Patrol and Civic Association
  - Queen Village Neighbors Association
  - Ridge Park Civic Association
  - Somerton Civic Association
  - Southwest Community Advisory Group
  - Spring Garden Civic Association
  - Strawberry Mansion CDC
  - Take Back Your Neighborhood
  - Tioga United Inc.
  - Upper Roxborough Civic Association
  - Wissinoming Civic Association
- 5) Promoting through Great Schools website
- 6) Current mailing list (over 10,000 contacts)
- 7) Social Media Promotion
- 8) Local Organizations and Partners
- 10) Day Cares, Youth Organizations, Philadelphia Rec Organizations, and Colleges
- 11) Printing materials in various languages
- 12) Free promotion opportunities (radio/TV)

**Enrollment to Date:** MaST II is in the planning phase of opening the school next Fall.

The application process opened October 1st and is open until January 31st. In the first few days of posting the application, we have 1279 applications thus far. We have an anticipated enrollment year one of only 400, which means we will already have a wait list. We are confident that we will be serving higher poverty, increased ELL, and higher special education populations and we are hoping to provide this community of learners with the best resources and materials to achieve success and growth.

## II. Competitive Preference Priority 1: Supporting high-need students, low-income, ELL Special Education

MaST II will provide services to high-need, low-income, and ELL students. We will be creating specialized programs at the highest level to accommodate support in these areas of the school. Our budget reflects us starting from K-3 and asking for funds to support screenings for students coming into the school. From that point on, we will establish the best supports to provide literacy and math growth. We are very excited about the idea of seeing children grow from K-12 and thus we truly feel as though these students will be with us for 13 years on their pathway to college. Our mission is to create a stabilized working environment for every child that supports their learning needs. This means extra supports, special education teachers, reading and math specialists, and most important, creating a relationship with their families so that the child is getting the same message at school and at home. MaST I will be providing services to help replicate the process and successes into MaST II from the very beginning. The mission of the school is to see the following pathways and goals achieved for all students. MaST I has been able to achieve a 100% graduation rate in the past with 94% of the students going to 4 or 2 year colleges.

Here are the outlining goals for MaST II's mission to support quality education to all students, with an expectation of focusing on supporting high-need students, low-income, ELL, and special education based on our location in Philadelphia.

MaST strives to fulfill the following core values:

- Challenge students to use their minds at all times and develop core values to carry through the rest of their life

- Set high world-class standards for student achievement
- Be a place where children and adults want to be
- Support teachers in trying new methods and working with colleagues
- Reflect the goals of multicultural communities
- Brings teachers, students, families, and community together to better educate everyone
- Create a consistent “pathway” for student learning and development
- Create a school that focuses on integrative and constructivist curriculum
- Establish multiple learning sites for high school students on college campuses
- Establishes opportunities for internships and outside collaboration with colleges and businesses
- Creates a K-12 pathway that integrates technology and presentation skills

### III. Invitational Priority: Promoting Diversity (optional)

The School District of Philadelphia, as part of our agreement, kept our lottery open to all students in Philadelphia, but asked us to move our location below Cottman Avenue.

Based on that location, the purpose was to achieve a diversified community that can offer high quality education in a different part of the city than MaST’s current location.

MaST is committed to using the recruitment strategies listed in the “Absolute Priority” section to give every student a fair chance to attend the school. We are also committed to serving and helping to develop growth plans for every child as asked by our charter agreement. It is our anticipation that we will have students coming into the school eager to learn, but they will need supports to grow and learn in our community. We are committed to providing those resources and built our funding around this mission.

Studies show that Philadelphia will grow its workforce in areas such as manufacturing, and STEM related careers. We have geared our learning pathway with a direct connection to the workforce. As our students grow and our charter expands to K-12, 1250 over 7 years, we will look for opportunities for internships and hands-on learning. We have been a CTE program in the past and continue to offer 13 STEM electives at MaST I. We see the same mission at MaST II as we work to create opportunities for development and connections to either college or the work force. Either way, our mission is to see our students moving on in life to something that is challenging and fulfilling. MaST II will also partner with the community to support diversity in anyway possible from within the school and give exposure to collaboration among the students.

### **Selection Criteria for Planning, Program Design, and Initial Implementation**

#### **Grants**

(1) The “STREAM” Model: STREAM learning is a model that connects pathways into a K-12 continuum and promotes the development of well-rounded students by focusing on the entire makeup of the child. STREAM represents key elements in education that connect to real careers beyond the classroom. MaST II will continue the successful STREAM model at its campus by implementing each element into every grade level from Kindergarten to 12<sup>th</sup> grade. (See Appendix Section)

Science will play a major role in the educational model of the school much like the Byberry campus. The program will include a unique atmosphere that connects learning activities with the science curriculum. The school will include life-like experimental zones, called “learning neighborhoods,” throughout the campus that will breath life into the content being studied in each grade. MaST II believes science is a key to the

development of thinking and organizational processing and thus our students will be given exceptional opportunities to experience science in a fun, educational way from the moment they walk in the doors. The science curriculum and appendix will offer more details on the zones as they are broken out within the school with the intention of students progressing from one zone to the next. This is one way that MaST II will allow enrichment in science. MaST II believes students should be able to move vertically when they are advanced in a certain academic area and neighborhoods will allow this cross-grade advancement opportunity. The spaces will become part of the curriculum and will have a museum exhibit feel. Students will be engaged in a science curriculum that is ever changing and geared towards scientific trends and new discoveries.

Technology initiatives will be an ongoing program that focuses on the achievement of student as 21<sup>st</sup> Century learners, doers, and makers. MaST- Byberry has been a leader in the educational technology movement for students and is an incubation center for growth and distinguished implementation and integration of technology best practices.

Robotics will start early in the Elementary School grades with the integration of the Lego WeDo program which fosters problem solving and critical thinking at an early age.

Middle School will continue the robotics pathway with a more in-depth approach in 7<sup>th</sup> and 8<sup>th</sup> grade with the use of the Lego Mindstorms program. Robotics concepts will be incorporated into the Middle School Technology Lab as a precursor to an advanced High School Robotics program. Students will use cutting edge technology and devices to program, compete, and carry out robotics challenges in the classroom and in robotics

competitions. The robotics continuum will allow for mentoring and collaborative experiences with students from various grade levels.

Engineering will be found early in MaST II's curriculum with the use of Legos, building blocks, and oversized playground blocks in Elementary school. Additionally, students will experience elements of engineering in technology specials and in the Engineer of the Month program. Foundational Engineering skills will be carried through in the Middle School Technology Lab to continue nurturing innovation and original design. The High School Engineering program will encourage students to work on concepts for real projects for the school and apply their knowledge to projects they will be able to envision.

Arts will comprise of using professional equipment and technology to create high quality products. Examples include the HD Video Cameras and studio for film production and the 3D printer for the modeling and creation of products. Other art elements include web design, graphic arts, animation and motion capture. MaST II will infuse arts from the time students enter in kindergarten until the time students graduate. The walls will be filled with models, collages, stenciling, sculpture, and visual imagery. The school will focus on the idea of freedom behind thought, and encourage all students to be openly imaginative. Students will use the school's technology to share portfolios with parents remotely. Music options are expected to include K-8 music class where students will learn to express themselves and perform, instrumental music where students will be able to rent instruments, and receive lessons on a weekly basis as part of the school's program.

Mathematics at MaST II begins with foundational Math courses and expands to include more specialized Math-related programs such as engineering, computer coding, and robotics. Students encounter a standards-driven curriculum with an application to real life situations and industries.

## **(2) Specialized Instruction & Student Needs**

MaST's educational program is designed by starting with the end in mind: students will have the knowledge and skills necessary to be prepared for higher education and the global economy in the 21st century.

We embed Pennsylvania Common Core standards into each grade curricula with each grade strategically building upon the skills mastered in the previous grade. Each grade level is defined by the measurable learning outcomes that students will achieve. Scope and sequences are structured around these standards and lay out which standard students need to master. Our standards-based approach enables coherency and consistency across our classrooms to support the learning of all students.

Developed and informed by years of experience, MaST employs a core set of practices that are central to our academic program and meeting our mission of preparing students to succeed in high school, college, and beyond.

### **All Students Can Succeed**

MaST Community Charter School exists to ensure that all of its students are prepared for higher education especially in STEM related career fields. We believe that students have not mastered a concept or skill until they can demonstrate what they have learned.

MaST Community Charter School will use a variety of external and internal assessments to measure student learning. These assessments provide a framework for

each unit's scope and sequence and inform teachers' daily lesson plans. Assessment results are reviewed and analyzed to identify areas that require re-teaching. This responsive cycle of instruction and assessment is the core of our educational philosophy.

**Keep It Personal:**

Feeling known, cared for, and respected are prerequisites to the sense of personal value and well being that is necessary for effective learning. MaST Community Charter School operates its Lower School and Upper School as semi-independent, thus ensuring that every student is part of a smaller community where they feel like they belong. Because of this design, students are known well by the teachers. In addition, this "small school" or individualized approach to all students, best allows students with special needs or limited English language proficiency to progress academically within the regular education classroom.

**Focus on Literacy:**

MaST believes that literacy is the critical building block to all of student learning. Students who read grade-level material accurately, fluently, and with comprehension can access the curriculum across the content areas. We dedicate significant time to teaching reading and writing, explicitly teaching phonics and comprehension strategies, and fostering fluency by inculcating a deep love of reading. Specific practices reflected in our educational program:

- a. We staff our classrooms with a certified teacher and a part-time instructional assistant to ensure a low student-to-teacher ratio, allowing for more one-on-one and small group instruction as well as enhancing teacher knowledge of each student.

- b. We are deliberate in our use of technology to support student literacy acquisition. We use iPad apps and Scholastic's I Read supplemental reading program to provide valuable practice.

MaST uses the DIBELS to identify students in grades K through six who are reading below grade level and need support and intervention. The DIBELS are administered three times a year to determine a student's reading achievement and to document progress over time. This strong focus on ensuring early literacy for all students assists students with disabilities, those with limited English language ability, and those "at-risk" of academic failure in building foundation in literacy skills which in turn prevents them from falling behind later, as so many of their peers do, when the educational focus shifts to content acquisition.

**Support for Students:**

Students come to school with different levels of readiness. Some students must become proficient in the English language, while other students must overcome economic or social challenges in order to meet the high standards of the Pennsylvania Common Core. At MaST, this support comes through multiple means:

- Engaging, clear, high quality lessons in the classroom fostered by a low student to teacher ratio (especially in the lower grades).
- Differentiated instruction so that the learning needs of the broadest range of children are met with the general education classroom.
- Push-in and pull-out special education and ELL instruction.

- Counseling and social work services provided to students with behavior, social, and/or emotional difficulties.

All of these strategies and supports ensure that students coming from diverse backgrounds and opportunities, including students with disabilities as well as students with limited English language proficiency, will achieve at their highest potential.

### **Involve Families**

Student success requires teamwork between parents teachers and students. We strive to make parents feel welcome at their children’s school. Teachers, counselors, and other staff members provide parents with complete and accurate information early in the school year explaining how their students are performing and describing what resources are available to support their student success. We will foster family engagement in our students’ learning by:

- Holding parent-teacher conferences twice annually.
- Enhanced communication through our website with updated homework assignments and parent resources for supporting student learning at home.
- Conducting periodic evening or weekend workshops designed to help parents hone the skills they need to be effective teachers for their children

MaST’s academic program has been developed with the explicit purpose of helping students reach grade level standards and achieve eventual college success. Students engage in the majority of the thinking and doing in the classroom while teachers provide appropriate structures, questions, and guidance needed to ensure student learning.

This approach serves all students, including ELLs and students with disabilities, who

benefit from the opportunity to learn and practice with the material on multiple levels with their peers and teachers.

### **Technology Supports**

Over the past five years, MaST has developed staff capacity and expertise to support student learning with technology. As a result of these efforts, students now use technology for remediation, differentiation, and learning acceleration. To this end, MaST's model for differentiated learning utilizes multiple technologies, in addition to non-technology strategies, to provide personalized learning and communication supports that enable students to access the curriculum. MaST IIs Campus will use similar technology supports such as those used at MaST Community Charter School Byberry Campus:

- Blended Learning: Scholastic Education's Read 180 Next Generation, System 44, and iRead reading intervention curricula combine classroom instruction with adaptive reading software to increase reading comprehension and enhance vocabulary acquisition.
- Student Progress Monitoring and Student Data Track: MaST uses DIBELS Next Online progress monitoring software from Voyager Sopris Learning and tracks student progress using [DIBELS.Net](#) and AIMSWEB, an online curriculum-based measurement progress monitoring system to track and report progress on IEP goals.
- Access Supports: online textbooks with read aloud support, Learning Ally, an audiobook subscription service for students with vision and print-related disability, iPad text-to-speech supports, and word prediction software such as Co-Writer and Typo-HD.

- Communication Supports: Proloquo2Go, a picture-symbol iPad communication app that gives voice to people who cannot speak and Boardmaker, desktop software that allows educators to create picture symbols for everyday objects and events.
- Assistive Technology: LiveScribe, a smart-pen that captures students' notes and diagrams while recording classroom lectures and FM Units to support students' hearing in the classroom.

MaST's approach to ELL and Special Education programming and instruction will be described in considerable detail elsewhere in this document.

### **Differentiated Instruction/Personalized Learning**

MaST will use a balanced literacy approach to teaching English Language Arts. All students participate in guided reading, word study, and self-selected reading. In the elementary grades, students read stories and non-fiction passages from the Storytown reading program and leveled texts from a variety of publishers. In middle school and high school, students will read an increasing number of novels, essays, and other non-fiction passages.

During Guided Reading instruction, teachers provide direct instruction in reading comprehension strategies using a common text that all students can access. The teacher explains the strategy and demonstrates its use. Students then engage in group or independent practice of the strategy demonstrated by the teacher. Instructional practices used during instruction include: previewing, predicting, literature circles, think-alouds, comprehension monitoring, and applying fix-it strategies. During word study, instruction focuses on word analysis, fluency, and systematic vocabulary development.

Teachers present mini-lessons and engage students in differentiated learning activities such as word sorts, vocabulary lessons, and spelling activities.

During self-selected reading, students engage in sustained silent reading of texts at their independent reading levels. Students continue to practice the strategies learned during the Guided Reading group instruction and through daily reading logs assigned as homework. While students are reading, the teachers may conference with individual students or conduct one-on-one reading assessments.

MaST's writing instruction will follow a writer's workshop framework. In Writer's Workshop, mini-lessons are taught on a variety of skills and topics offering differing levels of teacher support. In addition, teachers conduct individual conferences with students on a regular basis. The one-on-one conferencing between the teacher and student is geared toward developing student writing proficiency for diverse purposes and audience. MaST teachers will also use a variety of books and instructional strategies to tie Reading to Writing.

Math instruction focuses on building students' conceptual understanding of mathematics. Teachers will model mathematical concepts and "think aloud" to make problem solving visible and accessible to students so that they can apply the process on their own. Teacher modeling is followed by teacher guided practice where students apply the skills while still receiving peer and teacher feedback as they work to practice and apply the strategies to their own math problems. The instructional cycle culminates with independent practice where the skills the student developed through teacher modeling, and honed in guided practice, is applied individually by our student learners.

MaST intervention curricula will provide specialized teaching methods to support students' acquisition of literacy and mathematical skills. MaST will employ reading intervention instruction from curricula such as Lindamood Bell Phoneme Sequencing Program (LIPS), Wilson Reading System (WRS) and Taking Flight. These interventions provide multisensory instruction, an instruction strategy that involves the simultaneous use of visual, auditory, and kinesthetic-tactile pathways to enhance the learning of written language. Teachers will make explicit connection to the visual (language we see), auditory (language we hear), and kinesthetic-tactile (language symbols we feel) pathways in learning to read and spell.

In addition, MaST's SAIL classroom offers specialized instructional strategies for children with autism and children with moderate-to-severe disabilities. Like our general education program, SAIL uses a balanced literacy approach to teaching reading drawing from the Pathways to Literacy, Early Literacy Skills Builder, and Building with Stories Curriculum from the Attainment Company. In Pathways to Literacy and the Early Literacy Skills Builder, the curricula adapt reading instruction to the needs of students with more moderate disabilities including students who are not yet verbal. Beginning levels of the program involve the use of objects named in the story to make learning more concrete. Objects are then paired with picture objects and are gradually faded. The program is to develop and strengthen student print awareness and to provide differentiated beginning reading instruction. In the Building with Stories curriculum, students participate in adapted read-aloud stories of authentic literature using a simplified repeated response where students are able to respond with picture icons and/or switches.

SAIL's math instruction used the Early Numeracy curriculum from the Attainment Company. The Early Numeracy curriculum systematic instruction the focuses on developing and establishing one-to-one correspondence and progresses to more complex skills like using sets for addition and creating ABAB patterns. The curriculum provides differentiated prompts from most-to-least intrusive.

Our approach to teaching ensures that all student needs are addressed through differentiation, flexible instructional formats and student grouping, tiered assignments, and frequent progress monitoring.

### **Identifying At-Risk Students**

MaST has developed a robust universal screening system using the DIBELS Next curriculum-based measurements to determine which students may be at risk in literacy and is currently piloting DIBELS Next Math probes. These curriculum-based measurements are a set of brief standardized probes used to measure and track progress in basic academic skills in reading and math and they are reliably sensitive to student growth.

Universal screenings are administered three times annually. During this time, a team of trained staff members individually assesses, scores, and enters student data from the benchmark probes into the DIBELS Next Online Data Management portal. Along with PSSA and Keystone testing data, the benchmark data is used to screen and identify the children scoring in the lowest 20% of each grade level.

After each universal screening administration, a team of teachers and will meet with the Director of Pupil Services, school principal, and the RTI Coordinator to review the

student data. Meetings occur within a week of data collection. During meetings, the team determines which service students receive interventions, whether additional services are warranted or need to be adjusted, and identifies who will provide intervention service. In making this determination, the team reviews all available student data including student assessment data, relevant academic history, previous intervention programming, and classroom performance of students for convergence. If more than half of the available student data indicates that a student may be in need of intervention, the team will consider that there is enough convergent data to suggest that the student may be in need of an intervention. Once a student is identified as needing intervention with convergent data, the level of intervention is determined. Students with lower median percentiles, typically below the 10th percentile, on the DIBELS receive more intensive interventions than other students.

When teachers agree that services are warranted, schedules for intervention services and regular progress monitoring schedules are created. After the meeting, goals for students who are scheduled to receive intervention are set up based on grade level expectations using the DIBELS Pathways of Progress.

The data review team may determine that a student with convergent at-risk data may only need strategic monitoring. When this occurs, the student is put on a watch list and the student receives additional progress monitoring to ensure that the student stay on track relative to his/her grade-level peers or will receive intervention services at a later date. Parents of students who receive intervention service will be given a standard report about student progress at around the same time report cards are distributed. If possible, teachers will explain in person the progress monitoring graphs from DIBELS

Voyager. MaST offers innovative programs to prevent student failure, to intervene for students who fall behind, and to accelerate the development and learning of students with disabilities.

### **General Education Supports**

Our continuum of services begins with increased supports and interventions in general education. Classes in grades K-6 are staffed with a full-time general education and a part-time instructional assistant to provide additional support and remediation to students who require remediation or re-teaching. In addition, teachers in grades K-5 have built dedicated intervention time into their schedules.

### **Response to Instruction and Intervention (RtII)**

RtII is a three-tier intervention model that monitors reading achievement in grades K-6. All students are screened and monitored for specific literacy benchmarks using the Dynamic Indicators of Basic Early Literacy Skills (DIBELS). Students identified as needing additional assistance are provided with targeted intervention using research-based reading interventions and are progress monitored on a weekly or bi-weekly basis.

Some students who do not qualify based on DIBELS universal screening data may receive additional support within the classroom to meet grade level expectations. While the grade level expectations remain the same for all students, the instructional strategies for these students may involve a change in the manner in which curricular content and skills are reinforced and assessed.

Sometimes, a student's need for differentiation is greater than what is practical in general education setting. When the nature or severity of student needs is such that

education in general education classes with supplemental supports and reading intervention no longer meets student needs, MaST will provide a multi-disciplinary evaluation to determine eligibility for special education services.

### **Special Education**

Our special education program is designed to allow eligible students the opportunity to reach their potential and maximize their learning. Whenever possible, a collaboration model is employed, and special education services and supports are provided in the general education classroom. Specially designed instruction may be provided in a regular classroom setting and/or within a resource room with a pullout setting depending on the student's individual needs. The ultimate goal is ensure full access to the general education curriculum and programming to students with special needs.

### **Collaboration Model**

In classrooms where the lead teacher is the regular classroom teacher, the classroom teacher provides instruction with additional support with assistance from the special education teacher. The special education supports instruction in real-time and then works with children after instruction to provide specially designed instruction, ensure understanding, and to provide adaptations and modifications. In other situations, general education teachers and special education teachers work together to teach a classroom of students. Either teacher who has the necessary background knowledge in the subject introduces new concepts and materials to the class. Both teachers work as a team to reinforce learning and provide specially designed instruction.

### **Special Education Teacher Supports - SETS**

Depending on a student's needs, he or she may need to be scheduled to receive small group, or individual instruction, in another setting outside of the general education classroom to receive intervention support in reading, writing, and/or mathematics. In addition, a student may be pulled out of a general education setting for assistance with completing an exam, benchmark exams, and participating in regular progress monitoring.

### **Intensive Instructional Support Service**

MaST will provide more intensive support to students who are performing well-below grade level. Students who receive special class support typically would have the general education curriculum significantly modified or are provided with alternate curricular materials that are aligned to state standards. Modified instruction is provided for up to two periods a day, with the remainder of the day spent in general education classes. A student's IEP indicates the instructional areas in which the student receives the special class services as well as the accommodations that a student requires while participating in general education classes.

### **Approved Private School**

MaST also provides special education to students whose educational needs require intensive educational and/or clinical services that cannot be provided appropriately by our charter school on a continuing basis. These students require structured learning situations and/or intensive supervision with little or no interaction with their non-disabled peers. In the 13-year history of MaST Community Charter School-Byberry Campus, we have only sent 2 students to such facilities.

MaST will work to ensure that all students with disabilities receive a free and appropriate education (FAPE) in the least restrictive environment, are appropriately evaluated, are provided with an IEP, and that parents of students with disabilities are involved in the development and decisions regarding an IEP and have access to the appropriate procedures and mechanisms to resolve any disputes or disagreements related to the provision of FAPE consistent with all applicable federal and state regulations. In all cases, MaST will meet the needs of special education through a combination of internal staff, third-party service providers, or through other arrangements.

### **English Language Learners**

In addition to special education programs and services, MaST provides instruction and support to English Language Learners for the purpose of facilitating English proficiency. Students are screened for potential placement in the ELL program based on their response to the Home Language Survey and a review of their previous educational records. The W-APT screener is used to determine eligibility for services and to identify an appropriate level of support for the student. A qualified ELL teacher provides planned instruction and supports the adaptations /modifications in the delivery of content instruction that all teachers provide. Planned instruction is designed to supplement and support the student's instruction in the classroom. Adaptations and modifications in both instruction and assessment based on the student's English language proficiency levels and aligned to Pennsylvania ELP standards and Pennsylvania Reading, Writing, Speaking, and Listening Standards. All students are given a grade aligned with the student's proficiency levels in listening, speaking, reading and writing using the WIDA

Can-Do Descriptors by content and grade range. The ELL teacher regularly collaborates with teachers of ELLs and schedules parent conferences as needed. MaST periodically conducts internal program evaluations to respond to student data. ELL students, including students with disabilities, are annually assessed in the domains of speaking, listening, reading, and writing using the WIDA ACCESS for ELLs®. MaST complies with all state reporting for students receiving English Language Learning support through the Pennsylvania Information Management System (PIMS) and its Charter School Annual Report. Parent notification for ELL placement is provided in a language that parents can understand. MaST uses the published translated notification letters from the School District of Philadelphia forms available on their website, PDE-approved translations of special education forms and notices, and other services such as Transact and Google translate to ensure that all parents are afforded an opportunity to participate in their child's education. English Language Learners have equal access to all services offered to other students such as specialized programs, school counseling, and extracurricular activities. MaST ensures that students and their families do not face discrimination or mistreatment from staff or other students based on their background and culture. MaST's staff members share responsibility for the achievement of ELLs. MaST's Administrative Team ensures that all components of the ELL Program are in compliance with all federal, state, and Board policies. The ELL teacher supports and provides specialized support to ELL students. Teachers provide appropriate instruction to ELLs to learn and achieve.

### **At Risk Students**

MaST's curricula and instruction are designed to help students acquire a broad base of

knowledge and skills in core subject areas. Our school structure—use of time, allocation of staff and resources, school culture common school-wide behavior expectations, and close collaboration with families—are all implemented with the goal of maximizing student learning.

We have adopted a two-pronged approach to accelerate student achievement and meet grade-level standards. In content area subjects, we will group students heterogeneously while in English Language Arts and Mathematics we will use homogenous groups based on student assessment. This dual approach gives students the time and tools they need to succeed in grade-level standards-based coursework.

Teachers use assessment data to identify students' strengths and weaknesses to provide differentiated support in the classroom. Students identified as being significantly behind or not making progress will receive intervention support from a broad repertoire of supports that could include after school tutoring, small group reading and/or math intervention support as part of our Response to Intervention services, classroom behavior supports, counseling, special education, ELL instruction, and/or summer school. In addition, teachers will regularly arrange times for re-teaching before school and after-school.

### **Students Experiencing Homelessness**

MaST passionately believes that all students can excel academically despite the daunting challenges that many face. MaST II will identify students experiencing homelessness. MaST II will appoint the school social worker to serve as liaison for homeless students by working to keep their education, minimize disruptions to their

education and lessen the barriers to their academic success. The social worker will enroll students in the federal free hot lunch program, support caregivers to accessing appropriate transportation, ensure that students have needed school supplies, provide time and space for students who don't have a private environment to complete their homework, and link families to appropriate community services. In addition, the school social worker will be a resource to educators and offer assistance in meeting the social-emotional needs for these students. In addition to social work support, MaST II's school nurse will monitor student health needs. Finally, in the event that a student enrolls into another school, MaST II will facilitate the transfer of records and background information expeditiously to ensure that a student's transition to a new school is as smooth as possible.

### **Meeting Student Needs:**

MaST II will employ a three-tiered model of supports focused on nurturing and sustaining the personal, behavioral and social skills of our students. Appropriate behaviors will be modeled by all students, teachers, and staff and acknowledged and reinforced on a regular and ongoing basis. Our experience suggests that the majority of students can be supported by teaching and consistently applying common school-wide behavior expectations, recognizing students' academic and personal achievements, and supporting the development of their social skills.

### **Tier 1: Universal Supports**

Our first tier level of support will provide all students with research-based school-wide practices that contribute to a positive school culture. We will focus our efforts in teaching

students how to engage in pro-social behavior and accepting personal accountability for appropriate and inappropriate behavior. These strategies will be embedded in our educational model and would include many of the activities currently practiced at MaST Community Charter School's-Byberry campus including: Review 360: A school information system for student behavior and interventions; School-wide rituals and celebrations including a 2-day overnight camping program for 5<sup>th</sup> grade students focusing on team building and creative problem-solving at College Settlement Camp in Horsham, PA. ; Panther Pride: MaST's school-wide student recognition program; Broad range of student extracurricular clubs and activities; Whole-classroom social skills instruction led by the school counselor; and Professional development for teachers and administrators

## **Tier 2: Secondary Supports**

In addition to the universal supports employed as primary prevention, MaST will provide targeted support to identified students for whom those supports have been insufficient. Typically, our approach involves providing small group supports using research-based protocols or providing simple individual student interventions. MaST II's Campus would use similar systems and small groups interventions to those at MaST-Byberry's campus such as: Student Assistance Team case-management with support from CORA Services; Small group social skills instruction using **Social Thinking**, a social skills curriculum by Michelle Garcia Winner, or the Committee for Children's **Second Steps** curriculum; Daily check-ins with the counselor, school social worker or a SAP case manager; Club Ophelia, a club for middle school girls who may be at-risk for relational

aggression; and Regular communication with a student's outside counselors and/or pediatricians.

### **Tier 3: Intensive supports**

When a student experiences significant mental health or social-emotional problems, MaST II will use a collaborative problem-solving model to identify individualized strategies that can be incorporated into the already existing interventions based on student functional behavior assessment data. This level of support often involves service delivery coordination between MaST families, staff members, and community-based agencies. Some of the tertiary supports at MaST's new charter school will include: Evaluating a student for special education supports, conducting a functional behavior assessment and positive behavior support plan, and/or revising a student's IEP; Coordinated Behavioral Health Rehabilitation Services including blended case-management, mobile therapy, behavior specialist support, and/or TSS wraparound services; Specialized behavior and social support for children with autism from SPIN Inc.; Individualized counseling and intensive case management. ; and Additional medical supports.

In our experience, we have found that regular and ongoing progress monitoring is essential in supporting the diverse social and behavioral needs of our students. In fall 2014, MaST Community Charter School-Byberry Campus launched a three-phase implementation of Review 360, a specialized student information system that tracks and summarizes student behavior. This software platform enhances our capacity to respond to student behavior data in real-time and it will allow us to gauge the effectiveness of

our continuum of supports. We anticipate that MaST II Community Charter would employ Review 360 in its support of students as well.

## **Student Health**

A student's health status is directly related to his or her ability to learn. Since children with unmet health needs have a difficult time engaging in the learning process, MaST II will provide school nursing services to students with a licensed profession (LPN, RN, or CSN). The school nurse will support student success by providing health care through assessment, intervention, and follow-up for all enrolled students. School nursing activities include:

- Assessment of health complaints, medication administration, and care for students with special health care needs
- Management and follow up of emergencies and urgent situations
- Mandated health screening programs, verification of immunizations, and infectious disease reporting
- Identification and management of students' chronic health care needs including the development of Section 504 plans, Individual Health Plans (IHPs), Emergency Health Plans (EHPs), and Emergency Evacuations Plans for individuals with mobility problems.

MaST-Byberry Campus has significant experience supporting students with serious health needs including students with severe food allergies, juvenile diabetes, epilepsy, and students with various orthopedic challenges.

## **Identifying Students for Mental health or Behavior Supports**

MaST will use a collaborative problem-solving model to identify students who are not responding positively to first tier supports. The Student Assistance Program (SAP) team will review individual student data from the Review 360 software platform and from teacher and staff referrals requesting additional assistance for a student.

The SAP team will prioritize students according to their level of need as demonstrated by the number and seriousness of office discipline referrals and minor classroom incidents, the number of days a student has been absent, the student's academic level and special education, and relevant family background information that the counselor and/or school social worker is able to provide.

Students with behavior/social-emotional concerns and who are also below grade level academically will receive interventions to address both areas of need. In the event that there are more students to available resources, the school social worker will work with families to identify additional community supports and resources until we are able to provide additional secondary supports.

Student response to tier two supports will be tracked and monitored for effectiveness using the Review 360 platform. Our experience has found that some students identified for tier two support can be faded back to school-wide universal supports after a brief period of time often as short as 12 weeks. We have also found, however, that other students continue to need a secondary level of support in order to fully participate in the school program.

MaST will identify the few students not responding to secondary supports for tier-three social-emotional/behavior supports through individual Functional Behavior Assessments (FBAs). The FBA will investigate why a behavior is occurring in greater detail and it will inform the development of a positive behavior support plan involving more targeted and individualized strategies support student behavior and social-emotional functioning. Additionally, the team may decide that the student requires the intensive support of a wraparound and behavior specialist. The main difference between tier-two and tier-three supports is the intensity and individualization of student supports. Our experience suggests that the majority of the students identified for tertiary supports are students eligible for special education or a Section 504 plan. However, we have also seen students living with significant family stress, including homelessness, who have benefited from individualized, intensive behavior supports who did not require an IEP or Section 504 plan.

### **Identifying students with chronic health conditions**

Families enrolling their children into MaST II will be asked to submit documentation that their child has received all required doses of vaccines. Students enrolling in kindergarten will be required to submit a report of their child's comprehensive physical and dental records consistent with Pennsylvania School Code. For transferring students from other schools, MaST will request an adequate health record from the student's previous school and/or ask families to submit a physician's report performed within one year of student enrollment. In the event that a student's health report is unavailable or inadequate, the student shall be evaluated in sufficient detail to support the educational process.

MaST's school nurse will conduct all vision, hearing, hearing threshold, dental, and scoliosis screenings and perform student weight and height measurements annually consistent with Pennsylvania regulations.

Finally, MaST faculty and staff will observe students for conditions that may indicate a student health issue and/or disability and shall promptly report such health concerns to the school nurse.

(3) The curriculum, performance goals, state standards and our mission are aligned in that our school plans to create a performance pathway, K-12, that will integrate 22nd century technologies, in a state-of-the art facility, whereby all instructors maximize resources, learning time and opportunity, and utilize best practices to insure the success of all students.

Each student's performance pathway will be designed to grow interest in careers, matching skills with job market opportunities. The identified assessments will serve as indicators of performance and inform instruction. An annual review of curricula will insure that our standards are state-aligned and meet or exceed the standards of industry demands.

These goals and objectives will be achieved through consistent and on-going professional development concentrating on best practices, analyzing data (individually, by grade, and by school), emphasis on data-informed and differentiated instructional practices, investment of funds in materials and personnel, and continuous monitoring of all school aspects by administration, staff, students, parents, and the community-at-large. Student learning will be monitored through the analysis of the results on assessments including: PSSA, Keystone, 4Sight, PVAAS, SRI, CDTs, common

assessments, DIBELS /DAZE (basic early literacy), Fountas & Pinnell (guided reading level benchmark assessment), WIDA-ACCESS (ESL), Wilson/Fundations (Special Education), Study Island, pre, post, and end of book tests from textbook series, reading and math level tests, teacher-constructed classroom tests, and portfolio assessments. Each child's cognitive and communication skills, research and organizational skills, study strategies, and subject proficiency advance along a trajectory corresponding to that child's developmental level.

Teachers are given assessment data to analyze and guide their instruction and to formulate flexible groups. Lesson plans are reviewed by the principal to ensure that best practices and differentiated instruction are delivered according to those needs uncovered by data analysis. In addition, formal and informal observations allow for informed discussion about content and instructional strategies.

Monthly and weekly team meetings are in-part devoted to data analysis, best practices, resource alignment and assessment of effectiveness of all programs and processes.

Instructional action plans and monitoring tools serve to identify root causes and weaknesses and outline instructional practices to raise achievement levels. Monitoring tools serve to progress monitor identified students over time.

Attendance data review is ongoing. Teachers serve as first responders. Student attendance is taken daily and teachers communicate with parents/guardians via email or phone call if concerns arise. The attendance officer reviews school-wide attendance daily, filing reports and updates the administration weekly. A school-wide truancy elimination plan is outlined in our family handbook, reviewed by staff and fully supported and implemented by the team, a team that includes administrators, teachers, the

attendance officer, counselors, SAP staff and a Board committee that may include a parent representative.

As described in our handbook, increased absences or latenesses may result in one or more of the following responses: letters and/or home visits from the truancy officer, SAP referral, conference with administrator, contact from guidance counselor and/or nurse, meeting before the Board committee to discuss prevention plan.

Behavior/suspension data review is ongoing. The disciplinarian maintains an incident logs detailing all infractions, minor and major. The date, persons involved, brief description and course of action are included. Minor infractions are discussed with administration, teacher or staff involved to insure that escalation does not occur. Major incidents are reported immediately and the course of action, as outlined in the Board Policy Manual and handbook, is followed with fidelity.

Corrective action in a forward thinking progressive school, is ongoing. Through consistent and regular meetings, i.e., common planning times, professional development, required extended before/after school teacher meeting sessions, professional learning communities, grade and department chair meetings, improvement planning committees, administrative team committees, whereby all staff create overarching plans to correct and/or close any gaps and provide a system of school-wide, ongoing improvement planning.

#### **(4) Community/Local Connections**

Feedback from community and civic leaders, families and other stakeholders has been

overwhelming for years. It is for this reason that we began to plan for a MaST II Campus replication in 2012. Community civic groups and community leaders such as, but not limited to, the Somerton Civic Association, Congressman Brendan Boyle, family letters asking us to replicate on a regular basis, and stakeholders such as Community College, local business leaders, and the Fraternal Order of Police consistently and constantly provide positive, glowing feedback and have pledged their support for the MaST II Campus. Feedback has been in the form of bringing visitors to the school, hosting State Representative meetings at the school, bestowing awards to the school, myriads of complimentary letters, and positive written surveys from parents and the community-at-large.

The need in the immediate community and beyond is obvious in providing a quality, forward thinking, high achieving, K-12 pathway school that has a proven model of national, state, and local academic success, while meeting the District need for lessening the overcrowding in the Northeast section of the city. Referring to the film *Field of Dreams*, “If you build it, they will come.” That’s pretty much the way it is in the Northeast!

Community and other agencies will work with the school in various ways to provide support. Some will serve on the Board of Trustees, others may volunteer their time to help in classrooms, with fundraisers, provide professional development, speakers, and outreach for other needs as they arise.

### **Parent Engagement Strategy**

As was stated above, MaST–Byberry currently has two parent groups who are involved in several components of the school’s functions. One parent group helps in providing

family events and also in fundraising to raise monies for school projects. The Association of MaST Parents (AMP) meets once a month to discuss the needs of the school and how their fundraising efforts can benefit the students. AMP sponsors fundraising activities for the school. A few examples include: the Annual Raffle, Yankee Candle Sale, Candy Sale, and Voucher Contests. They also sponsor free family activities for students, for example, roller skating parties, dances, seasonal festivals and bingo events. AMP parents lend hands in school based activities as well throughout the year.

Parents are also invited to join the Parent Liaison Committee (PLC), and each elected PLC member is a representative of one of the three different schools K-4, 5-8, 9-12. The mission of the group is to establish direct lines of communication between the parents and school administration. The group forms a round table once a month to meet with the CEO and administrative team to address parent concerns, such as, but not limited to, transportation, curriculum, student recognition, etc. It is also the responsibility of PLC to host informative parent forums on topics that would benefit parents and students alike. Our school has presented information on topics like bullying, applying to college, and Internet safety. Topics for discussion are generated through communications with concerned parents. MaST II will replicate this structure in order to ensure parents are always included, informed, and involved.

An additional way that parents are involved in the learning of their child is by school hosted family events that focus on academics. Parents will have the opportunities to learn along with their children with a series of technology, literacy, and math involvement nights. These nights will serve as a foundation for community and parent

involvement. Other nights that will be held will include open houses, high school/college information nights, middle school information nights, parent-teacher conferences, and back to school nights. Each of these nights will allow for teacher, parent, and student interactions that will foster a strong school community.

(5) The following members will be instrumental in the planning and implementation phases of the school.

**Karen DelGuercio:** Karen is the Founder and Board President of MaST-Byberry. She has served on several start up Charter Boards as well. Retired from the School District of Philadelphia, Mrs. DelGuercio has devoted the last 15 years as a non-paid volunteer to make MaST what it is today and assist charters and charter boards succeed. She is currently serves on the Board of Trustees of PA Coalition of Public Schools. Mrs. DelGuercio has done Board training for over a dozen schools statewide. Mrs. DelGuercio had a true vision for what education could look like and was willing to step out and create MaST Charter School, one of the best charter schools on a national level. Mrs. DelGuercio believes the replication of MaST can lead to more opportunities to see students learn and grow and that the MaST model can continue to be a best practice in education. She will serve on the founding Board of MaST II.

**John F. Swoyer III:** John is the CEO of MaST Community Charter School and has served in various positions at MaST since he started in 2004. His background and experience as a former CIO has helped guide a vision for MaST that is “out of the box” and futuristic. This vision has led MaST to many advance programs in recent years and the development of new and innovative course offerings as well as unique learning environments for students. Some of the new spaces include a state-of-the-art Media

Center, Makerspace, STREAM Playground, Virtual Fitness Center, and Mezzanine/Cafeteria and MaST has seen its wait list triple during his tenure as CEO. Other notables under his tenure include MaST being named a top charter school in Philadelphia, MaST winning the Apple Distinguished Program Award 2014 for its one-to-one program, and MaST being named a top STEM model by a national group. John's vision is to see the STREAM educational model continue to grow off of Mrs. DelGuercio's initial vision of MaST and to see students flourish and learn in new ways that haven't yet been reached in the educational world. John would help to replicate the vision and mentor any new leaders in seeing the mission of the new school being carried out. John also serves the community on the Board of the Northeast YMCA and is on the Board of Trustees of The Coalition of PA Charter Schools.

**Scott Balara** - Scott Balara is the School Leader for MaST II. He formerly worked as the Director of Instruction and Dean of Students at John B. Stetson Charter School, which is a member of ASPIRA Inc. of PA. Scott has a diverse background that began when working for the New York City Department of Education. While at ASPIRA he coordinated multiple behavioral management professional developments, weekly assemblies to reinforce and refine behavior, mediated multiple parent teacher conferences, created the 7<sup>th</sup> grade science curriculum and collaborated and developed the science scope and sequence for grades 5 through 8. As an academic leader, he aspires to establish a school culture and educational program conducive to student learning and socialization. Mr. Balara seeks to promote professional growth for staff and intends to create a strong school climate through teamwork and cooperation. Scott is very passionate about education and intends to coordinate his efforts with the staff, the

parents and the families of the MaST community to ensure students remain disciplined, focused, and receive appropriate attention from the staff to meet their needs academically, emotionally and socially.

**Suzanne Bowman** - Suzanne is the Head of Community Relations and Innovative Projects. She formerly worked as a Curriculum Design and Technology Specialist as well. Over the past few years, Suzanne has helped to reconceptualize the technology-rich, K-12 Library/Media Center program at MaST. She has helped to further the Board and Mr. Swoyer's intent to have the most unique learning atmosphere that could exist in the Library Media Center by helping to transform the way the floor projection center, interactive learning table, and iPads are integrated in K-6 classes. She has also organized and ran our K-6 STREAM camp, which focuses on offering students an engaging summer program. Ms. Bowman also helps to evolve K-12 curriculum and programs and has recently helped to integrate the K-8 Lego Robotics and Scholastic programs for special education. She has also assisted with K-12 school wide purchases for the past two years. Suzanne started out her career in education as a certified high school English teacher and has a K-12 Media Specialist certification. Suzanne also assists with the school's website, event planning, and the Title I program.

**Angela Koenig** - Angela is the MaST Technology Integration Specialist and was a former 4th grade teacher. She has a passion for learning and teaching, but has found a home at MaST helping teachers develop strong technology skills and instructional approaches. Angela is also the Title I Coordinator and assists with running events. She has worked with Mr. Swoyer and the technology team to roll out one-to-one iPad programs at MaST in multiple grade levels and assists with the school's technology

plan. She will help in the training, roll out, and oversight of the above mentioned items until the new organization supports are in effect to properly integrate the process internally.

**Michael Thomson** has a Bachelor of Science degree from LaSalle University and formerly served as Assistant Director of Business Services at Foundations Incorporated and Director of Financial Systems for the School District of Philadelphia. He currently serves as a partner with Santilli & Thomson, LLC, a financial consulting firm specializing in schools and other non profits. He has 25 years of experience in school business administration with an emphasis in financial systems and he has spent the last 15 years implementing financial systems and practices in charter schools. He is committed to the financial success and continued operations of charter schools in the Philadelphia region. He has been instrumental in establishing back office operations for various schools, implementing sound business practices, providing financial advice and long term planning, thus allowing the school administration to focus on educational issues. Mr. Thomson has been active in the community, holding numerous positions in the Simpson Athletic Association in Northeast Philadelphia. During that time Mr. Thomson served as Treasurer, held a seat on the Executive Committee of the Athletic Board, attended regional soccer meetings, managed two soccer teams and spearheaded new fundraising activities. Mr. Thomson will be involved in all financial planning and management of the replicated school.

**Alida Fitzpatrick** - Alida Fitzpatrick is the Lower School Head of Academics, Assessments, and Supports. Alida has a Masters degree in Elementary Education (K-6), and is certified in Special Education (N-12) and Reading Specialist. She formerly

was the Rtl Coordinator. Although she continues to oversee Rtl implementation, she also has been acting as the Special Education Liaison to assist in the transition of personnel changes within our Special Education department. She will be serving both MaST I and MaST II.

**Matt Ehrlich** - Matt Ehrlich is the Head of School Operations and formerly worked at MaST as a health and physical education teacher for grades K-12 as well as the school's Athletic Director at both the middle and high school levels. Over the years, Matt has led the athletic program and its involvement the Bicentennial Athletic League (high school) and Southeastern Pennsylvania Athletic Charter League (middle school). In his operations position, Matt has provided assistance in numerous areas including human resources, transportation, facilities management, scheduling, data tracking, and policy making. Matt received his Bachelor of Science in Kinesiology 2007 at Penn State and his M.B.A. 2014 from Ohio University.

**Founding Board Members:**

**Louis DeCree:** Lou does not have any school age children but is very active in the community and youth sports. As a CPA, Mr. DeCree brings much needed skills to the Board. His familiarity with small businesses and tax exempt organizations can assist the Board in many ways.

**Carrie Nork Minelli:** She does not have school age children, but will be looking for a school in a year. As the Director of Public Relations and Advertising at the Parx Casino, Mrs. Minelli skills in this area will be particularly helpful for a start up school. She will be able to help get our message out to all areas of the city.

**Chris Pienkowski:** Chris has one child at MaST and another on the waitlist. As a former Director of Legislation and Communications for Councilman Oh, Mr. Pienkowski can serve as a spokesman for the school and help to develop an outreach strategy. In his current position, Chris works with strategic and growth planning.

**Tosch Traylor:** Mr. Traylor is the Admissions Recruiter for Community College of Philadelphia. He is familiar with recruiting a diverse population. Once MaST II Campus is opened, we expect to continue to have a dual enrollment program at CCP.

**Barbara Wolf:** Barbara is a current parent at Mast-Byberry. Over the years, she developed a well-run parent organization that has raised over \$200,000 for MaST-Byberry. One of her primary functions would be to establish the same kind of parent organization. The skills she has as a Special Assistant to the CFO at Crown Cork and Seal are an added bonus to her position on the Board.

(6) MaST-Byberry will serve as a training center for all new hires. We have a plan prepared for this hiring process as outlined in our budget.

Leadership positions overtime will include:

- Board of Trustees
- School Leader
- Lower School Principal
- Lower School Vice Principal
- Lower School Dean
- Upper School Principal
- Upper School Vice Principal
- Upper School Dean
- Dean of Career and College Readiness
- Pupil Services

MaST II will use MaST personnel to help with the planning and will also transition new school leaders in the following areas:

### 1) **Operations Overview and Design:**

MaST-Byberry will provide overview into how its current operations work and will coordinate with the Principal on a daily basis to make-sure the process, people, and organization is healthy. This will involve building oversight, purchasing, events organization and marketing, technology process, and file sharing within the organization. The Principal will be seen as the academic leader in the organization, but will receive guidance and support from the management services via MaST Byberry.

## **2) Curriculum Design and Implementation Trainings:**

MaST-Byberry will provide curriculum development, trainings, strategies for teaching, and assistance in the development of new programs and electives at the new campus. This service will also ensure that the curriculum goals are meeting the common core standards. These services will also include assisting in implementing hands-on, blended learning, and flipped classroom strategies. Applications, software, and programs used at MaST will also be replicated over with the assistance of MaST-Byberry.

## **3) Technology Infrastructure:**

MaST-Byberry will provide installation and management of all technology infrastructure and wiring and work hand-in-hand with the selected manager at the new location to setup a system in a reasonable amount of time to recreate the structure. MaST-Byberry personnel have expertise on how to design, install, and roll out technology devices and services relative to large environments and this will provide a huge boost in the productivity of the school early on in the design.

## **4) Data Management:**

MaST will provide an overview into PIMS and data submission. Many schools are not reporting data in a timely fashion or understanding the importance and accuracy for their data. MaST prides itself it using PIMS and data as part of the process of understanding strengths and weaknesses. The state has always changed the process year in and year out and therefore it is hard to find experience in this area. MaST II will rely on MaST-Byberry for data services relative to reporting, analysis, and its understanding of how to properly use its SIS system - PowerSchool. Reporting will include PIMS reports, state reporting, and data requests to serve multiple purposes.

#### **5) Human Resources and Hiring Processes:**

MaST will provide oversight into the HR processes, procedures, hiring, and contract work. There will be systems, people, and processes that will be replicated with MaST II hires. This will be key to make sure our employees at MaST II will be strong academic team leaders in the classroom.

#### **6) Technology Integration:**

MaST-Byberry will provide device training to teachers, students, and parents to implement the overall educational device success at MaST II from the beginning. MaST II will use iPads as their one-to-one device and expand on their roll-out plan to include new and upcoming applications that will enhance learning and improve the total cost of ownership. MaST-Byberry is an Apple Distinguished Program named in November 2014, so we have a proven model to rely on for replication services. MaST-Byberry staff has deployed several types of technology including Promethean Boards, Student Response Systems, Netbooks, 3D printing, computer software, MDM systems, and more.

### **7) Special Education Services/Support Services:**

MaST-Byberry will provide services and training in the area of special education services. MaST II will have assistance by MaST-Byberry in the form of the setup of programs, IEP process and writing, professional training, Read180 software, management software, reporting help, RtII, support services, counseling services, and scheduling support. We want to make sure that MaST II students are properly supported just as MaST – Byberry students have been over the years.

### **8) School Vision and School Environment Design/Building:**

MaST-Byberry will provide the vision and environmental design that has given it a reputation as the “Futuristic K-12 Charter School In A Class of Its Own.” (The Daily News-April 23<sup>rd</sup>, 2014). The school environment and design will be a process that is replicated with the help of new ideas and creations via MaST-Byberry services. MaST-Byberry will use software, imaging, ideas, and examples from the current MaST model to create an environment that is truly one-of-a-kind, and unique to the learning experience of our children.

### **9) Construction Management and Renovation:**

MaST-Byberry will provide design, review, planning, and architectural oversight management to all construction and layouts for the new school. MaST-Byberry will provide services and experience in the bid process and project manager selection process.

### **10) Professional Development:**

MaST-Byberry will provide professional development in the following areas:

Classroom instruction, educational strategies and approach, data analysis and interpretation, classroom management, technology integration strategies, organizational management, professionalism, discipline management, and team-building

**11) Board Policy and Board Development:**

MaST-Byberry will provide training to the new Board and keep a consistent amount of oversight into the process. Board organization and oversight is something with which new schools struggle. MaST-Byberry would provide services including policies and procedures, adherence to the Sunshine Law, Open Meetings Law, and Code of Ethical Conduct.

**12) Website and Public Relations:**

MaST-Byberry will be assisting in promotions and website management for the school. The services will be used to assure that the community outreach about the MaST model is successful. The services will include how to keep parents and applicants interested in the school and growth in the target areas.

**13) Coaching/mentoring administration and staff:**

MaST-Byberry will provide oversight in the mentoring of the new leader of the school. Staff coaching and mentoring will be ongoing.

**14) Community Outreach:**

MaST-Byberry will focus on developing and continuing relationships that have already been established within the community. We believe that strong relationships are the key to building a successful, overall environment for children. (See list of relationships MaST-Byberry has established)

### 15) **Grant Writing:**

MaST anticipates applying for multiple grants during start-up. MaST has received many grants in the past and anticipates applying for more with MaST II. MaST anticipates more diversity within the school and anticipates a higher Title I percentage, which will open up new grant opportunities.

Please see the “Other Attachments” section Appendix D for an organizational chart of positions and how the management structure will operate.

(7) The official Charter is attached and can be found in the “Other Attachments” section Appendix D.

(8) The official Charter is attached and can be found in the “Other Attachment” section Appendix D. MaST follows and abides by all State and local charter laws set forth.

### **Application Requirements**

- (a) Please reference the “Selection Criteria” section (1) for a full description of the educational programs and curriculum.
- (b) Please reference the “Selection Criteria” section (6) for the school’s management plan.
- (c) Please reference the “Selection Criteria” section (3) for the objectives and how they will be met.
- (d) The official Charter is attached and can be found in the “Other Attachment” section Appendix D. MaST follows and abides by all State and local charter laws set forth.
- (e) Please reference the “Selection Criteria” section (4) for the objectives and how they will be met.
- (f) The budget for day-to-day begins to rely on state funding and per pupil subsidy as we move along, but this grant money is desperately needed to establish supports and to build out our school infrastructure. We will also utilize federal funds such Title I and IDEA funds.
- (g) Not applicable.
- (h) Please reference the “Budget Narrative” section for a full description of how the funds will be used.
- (i) Please reference the “Project Narrative” in the Absolute Priority section for a description of how the community will be informed about the charter school.

**MaST Byberry Services  
Provided By: MaST Schools Central Office**

# Organization Chart MaST-Roosevelt Campus (Chart is reflective of 5 years)



- \*Operations and Overview
- \*Curriculum Design
- \*Technology Infrastructure
- \*Data Management
- \*Human Resource Management
- \*Technology Integration
- \*Special Education
- \*Mentoring/Coaching
- \*Website/ Community Relations
- \*Grant Writing
- \*Board Policy and Training
- \*School Vision and Design
- \*Construction Management
- \*PD Trainings
- \*Community Outreach

### Major Services

**Cleaning Services**

**Food Services**

**Business Services**

**School Fiscal Officer**

**MaST-Roosevelt Campus  
Board of Trustees**

**CEO / Principal**

**Pupil Services/Psychologist**

**Lower School Principal**

**Upper School Principal**

**Pupil Services/Psychologist**

**Social Worker**

**Counselor**

**Vice Principal**

**Vice Principal**

**Counselor**

**Social Worker**

**Special Education Teachers**

**Dean**

**Dean of Career and College Readiness**

**Dean**

**Special Education Teachers**

**Elementary Teachers**

**Specialists**

**MS/HS Teachers**

**Building Manager**

**Music/Art/Technology/Gym**

**Technology Support**

**Media Specialists**

**Reading Specialists**

**Custodians**

**Security Personnel**

## Other Attachment File(s)

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\* **Mandatory Other Attachment Filename:**

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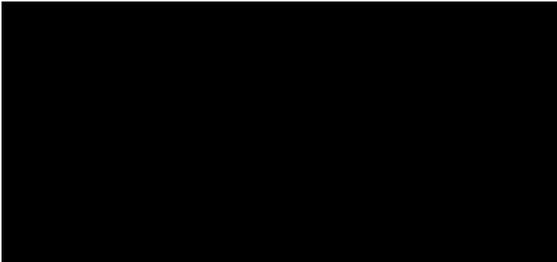
To add more "Other Attachment" attachments, please use the attachment buttons below.

## CHARTER SCHOOLS PROGRAM ASSURANCES – NON-STATE EDUCATIONAL AGENCIES

Pursuant to Section 5202(b) of the ESEA, an applicant for CSP funds that is not a State educational agency (SEA) must provide the following assurances.

As the duly authorized representative of the applicant, I certify that the applicant will submit the following to the Secretary:

- A. Pursuant to Section 5202(b) of the ESEA, an applicant for CSP funds that is not a State educational agency (SEA) must provide the following assurances.
- B. As the duly authorized representative of the applicant, I certify that the applicant will submit to the Secretary:
- C. All items described in the application requirements;
- D. An assurance that the eligible applicant will annually provide the Secretary such information as may be required to determine if the charter school is making satisfactory progress toward achieving the objectives described in section 5203(b)(3)(C)(i) of the ESEA;
- E. An assurance that the applicant will cooperate with the Secretary in evaluating the program assisted under this subpart;
- F. A description of how a charter school that is considered a local educational agency under State law, or a local educational agency in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act;
- G. Proof that the applicant has applied to an authorized public chartering authority to operate a charter school and provided to that authority adequate and timely notice, and a copy, of this application; or an assurance that this application is for a precharter planning grant and the authorized public chartering authority to which a charter school proposal will be submitted has not been determined;
- H. A copy of proof of applicant's non-profit status;
- I. The applicants' DUNS and TIN numbers;
- J. A statement as to whether or not an applicant for planning and implementation funding has previously received funding for this program either through a State subgrant or directly from the Department;
- K. Assurances that the State educational agency will (i) grant, or will obtain, waivers of State statutory or regulatory requirements; and (ii) will assist each subgrantee in the State in receiving a waiver under section 5204(e) of the ESEA.



SIGNATURE OF AUTHORIZED OFFICIAL

Controller

TITLE

10/5/15

DATE

MAST Community charter School

APPLICANT ORGANIZATION

10/5/15

DATE SUBMITTED

ROBERT A. BRADY  
1ST DISTRICT, PENNSYLVANIA

COMMITTEES:  
HOUSE ADMINISTRATION  
RANKING MEMBER  
ARMED SERVICES  
SUBCOMMITTEE ON MILITARY PERSONNEL

**Congress of the United States**  
**House of Representatives**  
Washington, DC 20515-3801

102 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515-3801  
(202) 225-4731  
FAX: (202) 225-0088

1907 SOUTH BROAD STREET  
PHILADELPHIA, PA 19148  
(215) 389-4627  
FAX: (215) 389-4636

1350 EDMONT AVE.  
SUITE 2575  
CHESTER, PA 19013  
(610) 874-7094  
FAX: (484) 816-0029

2630 MEMPHIS STREET  
PHILADELPHIA, PA 19125  
(215) 426-4616  
FAX: (215) 426-7741

2637 EAST CLEARFIELD STREET  
PHILADELPHIA, PA 19134  
(267) 519-2252  
FAX: (267) 519-2262

www.brady.house.gov

October 2, 2015

Mr. Stefan Huh, Director  
Charter Schools Program, Office of Innovation and Improvement  
U.S. Department of Education  
400 Maryland Avenue SW, Room 4W224  
Washington, DC 20202-5970

Dear Director Huh:

It is with great pleasure that I am contacting you regarding the Mathematics, Science and Technology Community Charter School (MaST) as its leadership prepares for a replication to a second site in my congressional district. As a highly regarded provider of innovative K-12 education in the Philadelphia region, I offer my strong support for MaST's application for a Charter School Program Grant through the Department of Education.

Since opening its doors in 1999, MaST has established a proven record as a high performing charter school. It has received multiple awards from a variety of local, state and national entities for its advanced science, technology, engineering and math (STEM) focused curriculum. MaST's focus on STEM education and meeting the unique needs of every student has resulted in an exemplary student body, well-prepared for post-secondary education with 93% of graduating students moving directly into a post-secondary institution over the last three years.

Through replication MaST will continue to expand the same award winning curriculum that has contributed to its rapid growth over the past 16 years. The additional resources provided by this grant would help ensure that MaST continues to meet the needs of a growing and diverse student population in a constantly evolving educational landscape. In addition to supporting the replication of MaST and its premier STEM education offerings this grant would strengthen the availability of a high quality K-12 education in my congressional district and have a direct benefit to the families and community therein.

As the Congressman representing the First Congressional District of Pennsylvania I strongly support MaST's application for a Charter School Program Grant.

Sincerely,

  
**ROBERT A. BRADY**  
Member of Congress

RAB\ij

118 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
PHONE: (202) 225-6111  
FAX: (202) 226-0611

GLENSIDE  
115 EAST GLENSIDE AVENUE, SUITE 1  
GLENSIDE, PA 19038  
PHONE: (215) 517-6572  
FAX: (215) 277-7225

PHILADELPHIA  
2375 WOODWARD STREET, SUITE 105  
PHILADELPHIA, PA 19115  
PHONE: (215) 335-3355  
FAX: (215) 856-3734

## Congress of the United States House of Representatives

BRENDAN F. BOYLE  
13<sup>TH</sup> DISTRICT, PENNSYLVANIA

COMMITTEE ON  
FOREIGN AFFAIRS  
SUBCOMMITTEE ON:  
THE MIDDLE EAST AND NORTH AFRICA  
COMMITTEE ON  
OVERSIGHT AND GOVERNMENT  
REFORM  
SUBCOMMITTEE ON:  
HEALTH CARE, BENEFITS, AND  
ADMINISTRATIVE RULES  
TRANSPORTATION AND PUBLIC ASSETS

October 1, 2015

Mr. Stefan Huh  
Director  
Charter Schools Program, Office of Innovation and Improvement  
U.S. Department of Education  
400 Maryland Avenue SW, Room 4W224  
Washington, DC 20202-5970

Mr. Huh:

Mathematics Science and Technology Community Charter School (MaST) is a highly regarded provider of innovative K-12 education in the Philadelphia region. Currently located in my legislative district, I have seen firsthand the remarkable work they do. As MaST's leadership prepares for a replication just outside my congressional district, I write to offer my strong support for MaST's application for a Charter School Program Grant through the Department of Education.

Since opening its doors in 1999, MaST has established a proven record as a high performing charter school. In particular, it has received multiple awards from a variety of local, state and national entities for its advanced science, technology, engineering and math (STEM) focused curriculum. MaST's focus on STEM education and meeting the unique needs of every student has resulted in an exemplary student body, well-prepared for post-secondary education with 93% of graduating students moving directly into a post-secondary institution over the last three years.

Through replication, MaST will continue to expand the same award winning curriculum that has contributed to its rapid growth over the past 16 years. During the past application year, MaST received 7,165 applications for 96 open spots. The additional resources provided by this grant would help ensure that MaST continues to meet the needs of a growing and diverse student population in a constantly evolving educational landscape. In particular, MaST hopes to replicate its model and focus on STEM education.

In addition to supporting the expansion of MaST and its premiere STEM education offerings, more broadly, this grant would strengthen the availability of a high quality K-12 education in and around my congressional district. MaST has specifically reselected a new location in which students are being underserved. For these reasons, I strongly support MaST's application for a Charter School Program Grant, and hope you will carefully consider the positive impact this grant would have on the students, families and communities the institution serves.

Thank you for your time and consideration. Should you have any further questions, please contact Daniel Lodise in my Washington, D.C. office at [REDACTED]

Sincerely,

[REDACTED]  
Brendan F. Boyle

PR/Award # U282B160034

Contract No. \_\_\_/F14

School Reform Commission  
Resolution No. SRC-\_\_\_\_  
\_\_\_\_\_, 2015

**CHARTER FOR**  
**MATHEMATICS, SCIENCE AND TECHNOLOGY COMMUNITY**  
**CHARTER SCHOOL**

**This Charter** (the “Charter”) is made and entered into as of July 1, 2013 (the “Effective Date”), by and between **THE SCHOOL DISTRICT OF PHILADELPHIA** (the “School District”), acting by and through the School Reform Commission (the “SRC”), with its principal place of business at 440 North Broad Street, Philadelphia, Pennsylvania 19130, and the **MATHEMATICS, SCIENCE AND TECHNOLOGY COMMUNITY CHARTER SCHOOL**, a Pennsylvania nonprofit corporation (the “Charter School”) acting through and by its Board of Trustees (the “Charter Board”), with its principal place of business at 1800 East Byberry Road, Philadelphia, PA 19116. The School District and the Charter School together are referred to as “the Parties” or separately as a “Party”.

**RECITALS**

**WHEREAS**, on December 21, 2001, pursuant to the authority granted under Section 6-691(c) of the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, as amended (the “School Code”), the Secretary of Education of the Commonwealth of Pennsylvania (the “Secretary”) issued a certificate declaring the School District to be in distress, and the SRC was appointed pursuant to Section 6-696 of the School Code, 24 P.S. §6-696, as amended by Act 2001, Oct. 30, P.L. 828, No. 83 (“Act 83”); and

**WHEREAS**, pursuant to Section 6-696 of the School Code, the SRC (i) is responsible for the operation, management and educational program of the School District; (ii) is vested with all powers and duties granted to the board of school directors (the “Board of Education”) of the School District; and (iii) is authorized, *inter alia*, to grant charters and to enter into agreements for the operation of charter schools in accordance with the Charter School Law, 24 P.S. §17-1701-A, *et seq.* (the “Charter School Law”) and Act 83; and

**WHEREAS**, pursuant to Section 696 of the School Code, the SRC has the power to approve an application to establish and operate a charter school; and

**WHEREAS**, the founding coalition of the Charter School submitted to the SRC an application to operate the Charter School; and

**WHEREAS**, the SRC duly approved said application and authorized the issuance of a Charter to the Charter Board for a term of five years commencing on September 1, 2003 and

**WHEREAS**, the SRC renewed the Charter for five years in 2008; and

**WHEREAS**, on or about October 2012, the Charter Board filed its application for renewal of its charter with the School District; and

**WHEREAS**, on \_\_\_\_\_, the SRC adopted Resolution SRC-\_\_\_\_\_, attached hereto as Exhibit A and made a part hereof, which authorized the grant of this Charter for the Charter School upon meeting the condition(s) set forth in the Resolutions; and

**WHEREAS**, the Charter Board is authorized to sign this Charter;

**NOW THEREFORE**, in consideration of the promises and the mutual covenants and agreements set forth herein, the School District and the Charter School intending to be legally bound, hereby mutually agree to the above Recitals and the following:

**ARTICLE I. LEGAL REQUIREMENTS, REPRESENTATIONS  
AND WARRANTIES; GRANT**

- A. **School Reform Commission Resolution**. Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2015 (“Resolution”) is attached hereto as Exhibit A and are made a part hereof.
- B. **Grant of the Charter**. Subject to all of the terms and conditions set forth in this Charter, the School District grants to the Charter Board this Charter to operate the Charter School as a public school under and pursuant to the Charter School Law and all other Applicable Laws (as hereinafter defined).
- C. **Legal Requirements Associated With Grant of the Charter**. Prior to the execution of this Charter by the School District, the Charter School has provided the following documentation (“Required Documentation”) to the School District, in form and substance acceptable to the School District:
1. a certified copy of the Articles of Incorporation of the Charter School, and any amendments thereto, certified by the Secretary of State of the Commonwealth of Pennsylvania as of a date reasonably proximate to the Effective Date;
  2. a good standing certificate for the Charter School issued by the Secretary of State of the Commonwealth of Pennsylvania, dated a date reasonably proximate to the Effective Date;
  3. a duly approved Charter Board Resolution, certified by the Secretary of the Charter Board (i) authorizing the execution and delivery of this Charter and the performance of the transactions contemplated hereby, (ii) stating that no members of the Charter Board or their immediate family will have business dealings with the Charter School, and that the Charter Board will comply with the Pennsylvania Public Official and Employee Ethics Act; and (iii) providing the names and

addresses (including email addresses) of the officers of the Charter Board and stating that such persons are authorized to execute and request payments under the Charter.

4. a copy of the Charter School's current bylaws. Such bylaws shall describe the method for replacing Board members and officers and shall adopt the requirements set forth in the "Required Management Organization of the Board of Trustees and Requirements for Bylaws", attached hereto as Exhibit B and incorporated herein;
5. a copy of the determination letter issued by the Internal Revenue Service ("IRS") stating that the Charter School is a federally tax exempt entity as described in Section 501(c)(3) of the Internal Revenue Code;
6. an affidavit signed by the chair of the Board of Trustees, indicating that a sufficient staff, with complete and appropriate criminal and child abuse records checks, and all necessary certifications as required by this Charter and Applicable Laws (as hereinafter defined), have been hired to serve the actual enrollment of the Charter School;
7. a copy of the Charter School's Student Records Policy for the collection, maintenance, and dissemination of student records as required by 22 Pa. Code Chapter 12;
8. a copy of the signed lease or recorded deed for each facility the Charter School shall utilize during the Term (as defined herein) of the Charter;
9. a valid Certificate of Occupancy or memorandum that a new Certificate of Occupancy is not required for use as a school, issued by the City of Philadelphia Office of Licenses and Inspections for each facility the Charter School shall utilize during the Term of the Charter;
10. a Certificate of Insurance evidencing all required insurance coverages, in the form required in Article XIV herein and satisfactory to the School District's Office of Risk Management;
11. the Statement of Assurances, and all Application appendices and attachments referred to therein (collectively, the "Statement of Assurances"), attached hereto as Exhibit C; and
12. any contracts for the provision of management, consulting or similar services to the Charter School.

E. **Application of the Charter School.** The application and any renewal application or amendments, and the representations, certifications and assurances set forth therein (collectively, the "Application"), are hereby incorporated in this Charter as if set forth herein in full. The Charter Board represents and warrants that the information provided to the School District in the Application was true, correct and complete when submitted to the School District and remains

true, correct and complete as of the Effective Date. To the extent that the Charter Board has modified the Application between the date submitted to the School District and the Effective Date, such modifications are (a) reflected in the body of the original Application, or in an amendment to its original Application, and (b) have been duly approved in writing by the School District. The Application may not be modified after the Effective Date except by an amendment to this Charter duly authorized, executed and delivered by the Parties. The Parties acknowledge and agree that the Application sets forth the overall goals, standards and general operational policies of the Charter Board relating to the Charter School, and that the Application is not a complete statement of each detail of the Charter Board's operation of the Charter School. To the extent that the Charter Board determines to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Application, the Charter Board shall have the right to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are (i) not otherwise prohibited or circumscribed by any Applicable Law or Laws (as hereinafter defined) or this Charter, and (ii) not materially different from those set forth in the Application. To the extent any conflict exists or arises between the terms of this Charter and the terms of the Application, the terms of this Charter shall govern and control. The Charter Board shall operate the Charter School in conformity with the mission statement set forth in the Application.

F. **Current Charter School Records.** In accordance with the Applicable Laws, the Charter School shall maintain on-site at its facility for inspection by the Charter Schools Office and its representatives and agents all of certain current Charter School records ("Current Charter School Records") as set forth on Exhibit D attached hereto and made a part hereof.

G. **Representations and Warranties.** The Charter Board represents and warrants to the SRC and the School District that:

1. It has the power and authority to enter into and perform this Charter; and
2. This Charter, when executed and delivered, shall be a valid and binding obligation of the Charter School, enforceable in accordance with its terms.
3. There is no claim, action, suit, proceeding, investigation or inquiry pending before any federal, state or other court or governmental or administrative agency, or to the knowledge of the Charter Board or the Charter School, threatened against the Charter Board or the Charter School, or any of the Charter School's or the Charter Board's properties, assets, operations or businesses, that might prevent or delay the consummation of the transactions contemplated by this Charter.
4. The execution, delivery and performance by the Charter Board and the Charter School of their obligations under this Charter will not (with or without the giving of notice or the lapse of time, or both) (i) violate any provision of the Articles of Incorporation or Bylaws of the Charter School; (ii) violate, or require any consent, authorization, or approval of, or exemption by, or filing under any provision of any law, statute, rule or regulation to which the Charter Board or the Charter School is subject; (iii) violate any judgment, order, writ or decree of any court applicable to the Charter Board or the Charter School; (iv) conflict with, result in

a breach of, constitute a default under, or require any consent, authorization, or approval under any contract, agreement or instrument to which the Charter Board or the Charter School is a party, or by which any of their assets are bound; or (v) result in the creation or imposition of any encumbrance upon the assets of the Charter Board or the Charter School.

H. **Conditions for Renewal.** Pursuant to the Resolutions the Charter School must comply with certain conditions for renewal (the “Conditions for Renewal”) as set forth in the Resolutions and in this Paragraph. Failure to comply with the Conditions for Renewal may be a basis for revocation or nonrenewal of the Charter School’s Charter.

1. The Board of Trustees shall ensure that all trustees, officers, administrators, and relatives of trustees, officers and administrators of the Charter School comply with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act. The Board of Trustees shall adopt a Conflicts of Interest policy that complies with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act.
2. The Board of Trustees shall adopt an Admissions Policy and Process which complies with the Public School Code and Charter School Law and which includes provisions on application deadlines, recruitment communications, including details on methods to be used to recruit students Citywide or in an applicable attendance zone, lottery dates, and results, in a form that is acceptable to the Charter Schools Office. The Admissions Policy and Process shall provide that if seats open during the school year for grades K-8 or between school years for grades 1-8, the Charter School shall accept new students from the waiting list in appropriate order for particular grades or new applicants if there are no applicants for that grade on the waiting list. The Admissions Policy and Process also shall provide that the Charter School shall provide a copy of its current waiting list at any time during the Term of the Charter within ten (10) business days after requested by the Charter Schools Office.
3. The Board of Trustees shall submit to the Charter Schools Office by August 31, 2015 a plan for ESL programming which complies with 22 Pa. Code Chapter 4 standards.
4. The Board of Trustees shall submit to the School District by August 1st of each year during the Term of the Charter as part of the Charter School’s Annual Report, or separately if not included in the Charter School’s Annual report, evidence that 75% of professional staff are certified in accordance with the Charter School Law.
5. The Board of Trustees shall submit to the Charter Schools Office by August 1st of each year during the Term of the Charter as part of the Charter School’s Annual Report, or separately if not included in the Charter School’s Annual Report, evidence that 100% of the Charter School’s teachers with primary responsibility for direct instruction in one or more of No Child Left Behind’s core academic

subjects demonstrate that they satisfy the definition of a “Highly Qualified Teacher”.

8. The Board of Trustees shall ensure that (i) all employees have required federal and state criminal and child abuse background checks during the term of the Charter; and (ii) copies of such background checks are kept in each employee’s personnel file. The Board of Trustees shall submit a signed affidavit to the Charter Schools Office annually, pursuant to guidelines established by the Charter Schools Office, as evidence that the Charter School has complied with this requirement.
9. The Board of Trustees shall submit to the Charter Schools Office signed Statements of Financial Interest as required by the Public Official and Employee Ethics Act and the Charter School Law annually, pursuant to guidelines established by the Charter Schools Office.
10. The Board of Trustees shall ensure that the dates, times, and locations of scheduled Board meetings are posted on the Charter School’s website. Furthermore, minutes from Board meetings shall be posted on the Charter School’s website within two weeks of approval by the Board of Trustees.

## ARTICLE II. APPLICABLE LAWS

- A. **Compliance with Applicable Laws:** The Charter School acknowledges and agrees that it shall comply with the Resolution, School District charter school policies and procedures, common law, court decisions, court orders, the Charter School Law, the Individuals With Disabilities Education Act, 20 U.S.C.S. §1400 *et seq.*, as amended (“IDEA”), the No Child Left Behind Act, P.L. 107-110 (“NCLB”), and all other applicable state, federal and local laws, statutes, codes, ordinances, regulations and guidance as in effect from time to time (the “Applicable Laws”). In furtherance of and without limitation to the covenants contained herein, the Charter School shall comply with all Applicable Laws prohibiting discrimination on the basis of disability, race, age, creed, color, gender, religion, marital status, veteran status, national origin, ancestry and any other protected category or classification as required by law, and shall not unlawfully discriminate in student admissions, hiring and operations. Any reference in this Charter to any statute or ordinance shall mean such statute, as the same may hereafter be duly amended.

## ARTICLE III. TERM

- A. **Term.** The term of this Charter shall be for a term of five (5) years and shall commence on July 1, 2013 and shall end on June 30, 2018 (“the Term”), unless revoked or not renewed sooner pursuant to the terms of this Charter and Applicable Laws.

## ARTICLE IV. OPERATIONS AND MANAGEMENT

- A. **Operation of Charter School.** Subject to 24 P.S. §17-1714-A, the terms of this Charter and Applicable Laws, the Charter Board shall be responsible for the operation of the Charter School and shall decide all matters relating to the Charter School, including but not limited to the following: budgeting, curriculum development, testing, operating procedures, hiring and firing of Charter School staff, contracting with necessary professional and nonprofessional employees and all other powers provided by Applicable Laws.
- B. **School Calendar.**
1. The School Calendar shall show the dates on which the Charter School is in session, the first day of school for students, and the dates of all lotteries, in compliance with School District requirements and Applicable Law.
  2. The Charter School shall use its best efforts to provide the Charter Schools Office with the School Calendar for the following academic year by April 30th of each calendar year in order for School District offices, including without limitation, Transportation and Food Services, if applicable, to schedule for the provision of services for the next academic year.
  3. In accordance with Applicable Laws, including but not limited to the requirements of 24 P.S. §17-1715-A (9), the Charter School shall provide a minimum of two (2) hours, thirty (30) minutes, each day of the school term, in kindergarten, one hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction in grades 1-6 or nine hundred ninety (990) hours of instruction in grades 7-12.
  4. The Charter School shall not remain open for instruction for students or staff on Sundays, the Fourth of July, Memorial Day or Christmas Day.
- C. **Legal and Other Documentation. Non-Sectarian Status.** The Charter Board shall operate the Charter School as a public, non-sectarian, nonprofit corporation during the Term of this Charter and any renewals thereof.
- D. **LEA Status.** The Charter Board shall operate the Charter School as a Local Education Agency (“LEA”) with respect to NCLB, to Child Find pursuant to 22 Pa. Code §711.21, and to the provision of special education services under IDEA.
- E. **Transportation.** The School District shall provide transportation services to the students enrolled in the Charter School in accordance with 24 P.S. § 17-1726-A and any guidance issued by the Pennsylvania Department of Education during the Term of this Charter.
- F. **Review of Parental Complaints.** The Charter School shall establish a procedure for reviewing parental complaints regarding the operation of the Charter School.
- G. **Child Accounting Procedures.** The Charter School shall follow the child accounting procedures set forth in 24 P.S. §13-1332.

- H. **Student Accounts.** The Charter Board shall adopt and implement policies and procedures which provide for the handling by the Charter School, as a trustee for the benefit of the Charter School's students for educational purposes, of any funds associated with the activities of the Charter School's student groups, associations or organizations.
- I. **Health Service.** The Charter School shall adopt and implement a plan for providing school health services that complies with 24 P.S. §14-1401 *et seq.* of the Public School Code and other Applicable Laws.
- J. **Management Contracts.** The Charter School shall submit to the Charter Schools Office copies of management agreements for the management or operation of all or substantially all of the Charter School's functions, or all or substantially all of the Charter School's instructional, curricular and senior administrative functions, including without limitation, special education or behavioral support services.
- K. **Charter Board Membership, Meetings.**
1. The Charter Board shall post and maintain in a public or common area of the Charter School, a true, correct and current list of the names of the individual members of the Charter Board. The Charter Board shall promptly and regularly revise such list to reflect any changes in the membership of the Charter Board. The Charter Board shall provide annually, pursuant to Charter Schools Office guidance (as provided in Section XVIII.M. below), the names, addresses (including email addresses) and telephone numbers of the individual members of the Charter Board.
  2. The Charter Board shall prior to the commencement of the academic year of the Charter School (i) adopt and duly publish in accordance with Applicable Law the schedule for regular meetings of the Charter Board; (ii) conspicuously post or cause to be posted in a public or common area of the Charter School a true, correct and complete copy of its duly adopted schedule of regular meetings for such academic year; and (iii) give notice to the Charter Schools Office of its duly adopted schedule of regular meetings for such academic year. The Charter Board shall immediately upon the approval or calling of any special or emergency meeting of the Charter Board, conspicuously post or cause to be posted in a public or common area of the Charter School a true, correct and complete copy of all notices or other acts scheduling any such special or emergency meeting of the Charter Board.
- L. **Charter School Facilities.** The Charter School shall operate a charter school only at the following locations: 1800 East Byberry Road, Philadelphia, PA 19116. The Charter School shall not suspend nor terminate operations, nor relocate from the premises at which the Charter School proposes to operate as set forth in the Application without the prior written consent of the Charter Schools Office. The Charter School shall properly maintain the Charter School facility in compliance with all Applicable Laws.

- M. **Confidential and Proprietary Information.** The Charter School shall keep in strictest confidence all information acquired in connection with or as a result of this Charter as required by Applicable Law.
- N. **Publication Rights.** The Charter School agrees with regard to publication of reports, studies, or other works, if any, developed during the Term of this Charter, or as a result thereof, that the publication thereof will not contain information supplied to the Charter School by the School District which is confidential, or which identifies students, employees or officers of the School District by name without first obtaining their written consent. Title to and the right to determine the disposition of any copyrights and copyrightable materials first produced by the Charter School as a result of performance of this Charter shall remain with the Charter School.

**ARTICLE V. CURRICULUM, SPECIAL EDUCATION AND ENGLISH LANGUAGE LEARNERS**

- A. **Education and Curriculum Plan.**
1. The Charter School shall implement a complete educational program and curriculum (“Educational Plan”) which is described generally in the Application.
  2. The Charter School shall provide for the management, administrative services and professional staff training and technology to implement the Educational Plan, and shall have the discretion to determine textbooks, supplies, equipment and technology necessary therefor.
  3. The Charter School shall be solely responsible for the costs of providing textbooks, supplies, equipment, technology and the like.
  4. The Educational Plan may be amended from time to time by the Parties upon notification in writing.
  5. The Educational Plan shall prepare students at the Charter School for participation in the Pennsylvania System of School Assessment (the “PSSA”) and on the Keystone Exams as provided for in 22 Pa. Code Ch. 4, or subsequent regulations promulgated to replace or amend 22 Pa. Code Ch. 4, in the manner in which the School District is scheduled to participate.
- B. **Special Education.**
1. The Charter School, as a LEA, shall provide appropriate special education services in accordance with Applicable Laws, to all students enrolled in the Charter School.
  2. The Charter School shall comply with the “Provision of Special Education Services to Charter School Students: Guidelines,” a copy of which is attached hereto as Exhibit C-1 and incorporated as if fully set forth herein.

3. The Charter School agrees to annually provide to the School District, pursuant to Charter Schools Office submission guidelines, a de-identified list of all students enrolled in the Charter School who are attending out-of-Charter School programs, such as approved private schools, including the names and types of programs, the grade levels of such students, and the costs of such placements.
- C. **English Education of English Language Learners.** The Charter School shall provide appropriate services, in accordance with Applicable Laws, for students who are English Language Learners (“ELL’s”).

#### ARTICLE VI. STUDENT ENROLLMENT

- A. **Student Enrollment.** The School District and the Charter School acknowledge and agree that the Charter School will enroll students only in grades K through 12 with a maximum of 1250 students during the term of the Charter, unless the parties agree in writing to other terms. Under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth herein nor enroll students in different grades, without SRC approval by resolution.
- B. **Student Admissions.**
1. The Charter School shall enroll students in accordance with Applicable Laws and may not exclude students based on race, color, familial status, religious creed, ancestry, sex, national origin, handicap or disability.
  2. The Charter School shall enter into the School District Computer Network (“SCN”) the names and addresses of all students who voluntarily or involuntarily transfer out of the Charter School within five (5) business days of the date of the transfer.
  3. The Charter School shall implement an admissions policy that complies with Applicable Laws, its Application, and any additional requirements as set forth in Charter Schools Office procedures on admission and enrollment policies.
  4. The Charter School shall submit Enrollment Forms to the School District for each student enrolled in the Charter School within ten (10) days after receipt by the Charter School. Each Enrollment Form shall be signed by the student’s parent(s) or legal guardian(s).
  5. The Charter School acknowledges and agrees that the School District and the Commonwealth of Pennsylvania shall not provide any per-pupil funding in excess of the amount derived from the enrollment limits set forth in this Charter.
  6. The Charter School shall provide the School District’s Charter Schools Office notice of the date, time and location of any and all admissions lotteries at least thirty (30) days prior to the scheduled date of each admissions lottery. The School District reserves the right to observe the admissions lottery process.

C. **Accounting for and Recording Student Enrollment and Attendance.**

1. The Charter School shall be responsible for accounting for enrollment and disenrollment, including withdrawals and expulsions, and shall report such data to the School District via the SCN. Subject to 17-1729-A of the Charter School Law, failure to provide timely and accurate student enrollment data may result in revocation of this Charter.
2. All Enrollment Reports will be disaggregated such that the School District will be able to determine enrollment by factors such as race, family income (to the extent practicable), ELL status and special education exceptionality.
3. The Charter School acknowledges and agrees that it will not charge any fees or costs associated with or in connection to student admissions or enrollment to the School District, any parent, any student or any other person or entity.
4. The Charter School shall provide to the School District verified attendance information through the SCN or in another electronic form on a monthly basis on or before the 15<sup>th</sup> of each month for the prior month. If such attendance information is not provided through the SCN, the Charter School shall provide such attendance information in electronic form by email to the Charter Schools Office.

D. **Truancy.** The Charter School's truancy program shall align with truancy elimination procedures developed by the Philadelphia Court of Common Pleas Family Court, the Department of Human Services, the Mayor's Office of the City of Philadelphia, and the School District and with Applicable Laws regarding truancy. The Charter School shall adopt a truancy elimination program including provisions for truancy intervention plans for Charter School students with more than three (3) unexcused absences. If participating in the truancy collaborative between the School District, Philadelphia Court of Common Pleas Family Court, and the Department of Human Services, the Charter School shall mail to the School District's Office of Attendance and Truancy information for students with unexcused absences of any duration greater than three (3) days. The Charter School shall terminate any student from enrollment after ten (10) consecutive days of unexcused absence. The truancy program shall consider information in the Individualized Education Program (IEP) for students with special needs.

E. **Student Withdrawals, Suspensions and Expulsions.**

1. The Charter School shall adopt a Student Code of Conduct with suspension and expulsion provisions in compliance with Applicable Laws.
2. The Charter School shall provide annually, pursuant to Charter Schools Office guidelines, a list of students recommended for expulsion, the reason for such expulsion, and whether the student withdrew prior to expulsion.
3. If any student was expelled or withdrew from the Charter School as a result of an Act 26 weapons violation, pursuant to 24 P.S. § 13-1317.2, the Charter School

shall provide to the School District the student's name and documentation related to the violation within two (2) business days after the student is expelled or withdraws.

## ARTICLE VII. PERSONNEL

### A. Personnel.

1. The Charter Board shall be responsible for hiring, firing, supervising and disciplining Charter School staff and shall be responsible for employee relations.
2. Charter School instructional professional staff, including but not limited to the Principal, teachers and other professional instructional staff shall be direct employees or direct independent contractors of the Charter School; that is, such professional instructional staff may not be employees or independent contractors of management or educational management entities, including but not limited to any entity functioning under a Management Agreement.
3. Charter School staff shall be subject to the terms and conditions of employment as established by the Charter Board, including the determination of wages, hours and other conditions of employment.
4. In accordance with Section 1714-A(h)(1) of the Charter School Law, in the event the Charter School dismisses a teacher who is on an approved leave of absence from the School District for the purpose of teaching in the Charter School, the Charter Board shall provide the School District with the following: (1) a written explanation detailing the reasons for the dismissal at the time the dismissal occurs; and (2) a copy of any public record developed at any dismissal proceeding conducted by the Charter School.

### B. Licensure and Qualifications of Staff

1. The Charter School shall ensure that all staff utilized in providing educational services at the Charter School have all necessary licenses, certifications and credentials required by this Charter and Applicable Laws, including without limitation the seventy-five percent (75%) certification requirement under the Charter School Law and the one hundred percent (100%) highly-qualified teacher ("HQT") requirement under the NCLB.
2. Personnel of the Charter School who provide special education or related services to children with disabilities shall have appropriate certification as required by Applicable Laws.
3. Personnel of the Charter School who provide services to students who are English Language Learners shall have appropriate certification as required by Applicable Laws.

### C. Background Clearance and Criminal History Checks.

1. The Charter School shall ensure that any personnel who may have direct contact with students shall be required to submit Pennsylvania State Police and federal criminal history record information prior to being employed by the Charter School, in accordance with 24 P.S. §1-111. This provision shall also apply to individuals who volunteer to work at the Charter School on a part time or full time basis.
2. The Charter School shall ensure that all applicants for a position shall be required to submit the official clearance statement regarding child injury or abuse from the Department of Public Welfare prior to being employed by the Charter School, in accordance with 23 Pa. C.S. Ch. 63 Subch. C.2. This provision shall also apply to all others to the extent required by Applicable Law.

### **ARTICLE VIII. STUDENT RECORDS**

- A. Except as limited by Applicable Law, and as required under 17-1728-A of the Charter School Law, the Charter School shall, with respect to each student enrolled in the Charter School, maintain and make available to the School District within ten (10) days after receipt of a request (which need not take the form of notice under Article XVIII., Section M. below) therefore, or such shorter period as may be provided under Applicable Law, all information required by the School District, including but not limited to: academic performance, demographic information (to the extent practicable), attendance, transfers, report cards, standardized test results, special education, truancy, disciplinary matters and health, at such times, in such reasonable format or formats, and by such reasonable means as the School District requires of its own public schools according to School District policies. If the School District requires any of such information at a time, in a format or by a means not specified in School District policy, the School District shall make a request (which in the discretion of the School District may, or may not, take the form of notice under Article XVIII., Section M. below) to the Charter School therefore, stating with reasonable specificity the information required from the Charter School, and the Charter School shall have not less than forty-five (45) days from the date of such request to comply with said request for information, or such shorter period as may be provided under Applicable Law. To enable the Charter School to accumulate, maintain and furnish such information, the School District shall give to the Charter School access to the SCN. The School District and the Charter School each mutually covenant and agree to cooperate in a reasonable manner as to notices, timely response, expense of copying and delivering records, formats of reports and other pertinent matters, in order to facilitate timely exchange of the records and information required under this subparagraph, subject in any event to 17-1728-A of the Charter School Law.
- B. Except to the extent expressly waived by the School District and, as applicable, state or federal authorities, the Charter School shall comply with all Applicable Laws concerning the maintenance and disclosure of student records.
- C. The Charter School shall adopt a policy for the collection, maintenance, and dissemination of student records as required by 22 Pa. Code Chapter 12. Such policy shall include provisions (i) on the disposition of student records in the event the Charter

School's charter is not renewed or is revoked and (ii) on the maintenance of student records after a student graduates from the Charter School. Additionally, such policy shall provide that upon transfer of a student from the Charter School to another school within the School District, the Charter School will forward such student's records expeditiously and in accordance with the School District's reasonable instructions.

- D. The Charter School shall comply with all federal student record requirements as outlined in 20 U.S.C. 1232g and the regulations promulgated there under, 34 C.F.R. Part 99 et seq. (commonly known as the Family Educational Rights and Privacy Act or "FERPA"), and in the IDEA regulations, 34 C.F.R. Part 300 et seq. The School District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled access to education records pursuant to FERPA. The Charter School, its officers and employees, shall comply with FERPA at all times.
- E. The School District will make available to the Charter School for review any existing copies of student records in its possession which pertain to any students who enroll in the Charter School, including academic records, disciplinary records, Individualized Education Programs ("IEPs") and previous standardized test scores promptly after execution of this Charter and prior to the commencement of each successive academic year. The School District shall maintain its existing records for such period as may be required under any Applicable Law or under applicable School District records retention policies, whichever is the longer, at the School District's expense. The Charter School shall ensure that the information required by the SCN is properly maintained and provided by the Charter School's staff in the manner and at the times required by the School District.
- F. Except as may be restricted or directed by Applicable Law or as may be reasonably requested by the Charter School, the School District may treat student information it receives from the Charter School pursuant to this Charter as public information.

#### **ARTICLE IX. TESTING, REPORTS AND SURVEYS**

- A. **Standardized Tests.** The Charter School shall administer all required federal and state standardized tests in compliance with all Applicable Laws. The Charter School shall provide classroom instruction which shall include, but not be limited to, instruction on the essential knowledge and skills necessary to achieve course completion or course credit, including end of course examinations and scores on the PSSA, PASA (Pennsylvania Alternative State Assessment, and Keystone Exams, if applicable, and all other tests and exams required by Applicable Laws.
- B. **Charter School Annual Reports.** By August 1<sup>st</sup> of each year, the Charter School shall submit through the Pennsylvania Department of Education website or such other means required by Pennsylvania Department of Education the Charter School's complete Annual Report completed in accordance with Applicable Laws, including but not limited to 24 P.S. §17-1728-A and 22 Pa. Code §711.6, in the form prescribed by the Secretary. The Charter School shall also, upon written request made by the School District, provide the School District with any other records necessary to properly assess the performance

and operations of the Charter School under the charter school performance framework, pursuant to Charter Schools Office procedures.

- C. **School District Surveys of Charter Schools.** The Charter School understands that the School District may conduct surveys of charter school teachers, students and parents/guardians as part of efforts to collect information on charter school programs. The Charter School agrees to participate in and to work cooperatively and collaboratively with the School District on such efforts.

## **ARTICLE X. ACCOUNTABILITY**

A. **Charter School Performance Framework.**

The Charter School agrees to participate in the School District’s charter school performance framework and monitoring system as set forth and updated in the School District charter school policies and procedures. The charter school performance framework will include annual assessment of the charter school’s academic, financial, and organizational performance. Organizational performance shall include review of the School’s admissions policies and practices, discipline practices, special education programming, English Language Learner programming, and Board of Trustees governance in order to assess compliance with this agreement and relevant state and local laws and policies. Financial performance shall include review of financial health and generally accepted standards of fiscal management.

The Charter School acknowledges that achieving the performance objectives identified in the performance framework is critical to meeting the needs of students in the School District. The Charter School shall actively monitor its own progress towards achieving objectives identified in the performance framework. If the Charter School continues to fail to meet standards for academic performance, organizational compliance, and/or financial stewardship, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School.

B. **Academics.**

1. The Charter School agrees to adopt and administer the most current version of the PSSA assessments and the Keystone Exams.
2. The Charter School agrees to submit to the School District all student level data required for assessment of academic performance as part of the charter school performance framework.
3. For each year during the five (5)-year Term of this Charter, the Charter School shall use its best efforts to achieve a School Performance Profile (“SPP”) score of 70 or better, the Pennsylvania Value-Added Assessment System (“PVAAS”) growth measure, and the Average Growth Index (“AGI”) growth measure consistent with the Pennsylvania Department of Education’s Accountability System pursuant to NCLB.

4. If the Charter School achieves a ranking in the bottom two levels on the School District's academic accountability performance system for charter schools during any year of the Term of the Charter, the School District may require that the Charter School meet certain specific student achievement targets and participate in ongoing progress reporting. If the Charter School consistently achieves a ranking in the bottom two levels on the School District's accountability performance system for charter schools for two consecutive years during the Term of the Charter, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School.
5. To the extent that the Charter School must under the provisions of NCLB or other Applicable Law submit to any Commonwealth or federal agency an accountability plan (any such plan, an "Accountability Plan"), then, not later than the date which is thirty (30) days after the submission of said Accountability Plan to the agency requiring it, the Charter Board shall submit to the School District a true, correct and complete copy of its Accountability Plan. The Charter School is required to comply with NCLB and must submit to the School District any and all school improvement plans, corrective action plans and any other improvement plans.

**C. Charter Board Governance and Management.**

1. During the Term of the Charter, the Charter Board shall implement the provisions for publication of Board members names and the current year regular meeting dates as specified in Art. IV, Sec. K.
2. The Charter Board shall adopt policies regarding petty cash management and other internal controls, employment of relatives, admissions procedures, promotion and graduation criteria, parent and public engagement, and due process procedures for student expulsions and staff terminations.
3. The Charter Board agrees to maintain a record of its meetings and decisions consistent with the Sunshine Act and the Pennsylvania Nonprofit Law.
4. The Charter Board shall adopt policies mandating (i) that the health benefits for employees will be as comparable as possible to those of School District employees and (ii) that all employees shall be enrolled in PSERS, in accordance with 24 P.S. § 17-1724-A, or an alternative retirement plan approved by PSERS.
5. The Charter School shall provide student support services, including without limitation, counseling, health services, and behavioral interventions, consistent with the provision of an optimal learning environment as required by law.

**D. Charter School Financial Accountability.**

1. The Charter School agrees to cooperate fully with all School District audits of the Charter School.

2. The Charter School agrees to complete an independent audit of the Charter School's financial operations by December 31 and provide annually to the School District by January 31.
  3. The Charter School agrees to complete the Preliminary Statement of Revenues, Expenditures and Fund Balances as a part of the Annual Report.
  4. The Charter School agrees to seek health services reimbursements as well as non-resident student reimbursements in a timely manner.
  5. The Charter School agrees that it shall pay to the School District, within sixty (60) days after receipt of written notice from the School District, all monies paid to the Charter School by the School District for resident and for non-resident students who (i) have left the school but who have been carried on the school rolls for longer than ten (10) days, (ii) who reside outside of Philadelphia, or (iii) who are identified on the SCN as special education students but who do not have a legally sufficient IEP or NOREP.
- E. The Charter School acknowledges and agrees that failure to meet, in all material respects, the accountability criteria specified in this Charter, in whole or in part, constitutes grounds for nonrenewal or revocation of this Charter.

#### **ARTICLE XI. BOOKS, RECORDS, AUDITS AND ACCESS**

- A. **Maintenance of Books and Records.** The Charter School shall keep accurate and complete books and records of all funds received hereunder in accordance with generally accepted accounting principles, government accounting standards, or in such other format and under such other generally applicable standards as may be duly designated by the Pennsylvania Department of Education and the United States Department of Education, subject to the limitations of the Charter School Law. The Charter School shall have available its records at one central location and shall maintain and preserve the records and all other documentation relating to this Charter for a period of six (6) years from the end of the Term. The Charter School shall cooperate with the School District in supplying information and or documentation based on specific issues communicated to the Charter School in advance to the School District or its representatives, in the form and format used by the School District, when needed in order for the School District to meet its reporting obligations under Applicable Laws.
- B. **Audit.** The Charter School shall conduct an annual audit in accordance with the requirements of Article 24 of the Public School Code.
- C. **School District Access.** The Charter School shall provide ongoing access to the records and facilities of the Charter School to ensure that the Charter School is in compliance with this Charter and the Charter School Law and that requirements for testing, civil rights and student health and safety are being met. The School District reserves the right to audit the Charter School's books, records, facilities and operations.

## ARTICLE XII. FUNDING

- A. The School District shall make monthly payments to the Charter School in accordance with the funding method described in 24 P.S. §17-1725-A. The SCN or its equivalent shall be the system of record for making monthly payments.
- B. In the event that the School District has, at any time, paid the Charter School more than the sums due under this Charter or under 24 P.S. §17-1725-A, the School District shall withhold the amount of overpayment from the subsequent monthly payment or payments to be provided to the Charter School until the School District has recovered the full amount of any such overpayment.
- C. All payment obligations by the School District hereunder shall be unsecured obligations of the School District and the Charter School shall have no lien, security interest, claim or right to any revenues, receipts, accounts or income of the School District whether paid or payable to the School District.
- D. The Charter School shall adopt procedures that comply with the “Required Financial Procedures” attached hereto as Exhibit E and incorporated as if fully set forth herein.
- E. The Charter Board shall pay to the School District an amount for each Charter School student’s participation in the School District’s extra-curricular activities, in accordance with a fee schedule to be established from time to time by the Parties.

## ARTICLE XIII. TECHNOLOGY.

- A. The School District will provide all necessary software (“Technology”) and training to permit the Charter School to have access to the SCN. The School District will also provide technology and training for any system implemented by the School District to replace the SCN.
- B. The Charter School shall take all necessary steps and precautions to safeguard the Technology from damage, destruction, misuse and theft, and shall maintain appropriate insurance protecting the Technology against damage, destruction, misuse and theft.
- C. The Charter School shall use the SCN or an equivalent system implemented by the School District to provide all relevant information and data for the charter school performance framework. The Charter School shall take all necessary steps to ensure that data and information shared through the SCN or its equivalent is accurate and consistent with information contained within the Charter School’s own student information systems.

## ARTICLE XIV. INSURANCE

### A. Insurance Requirements.

#### 1. Insurance Requirements.

All insurance policies required hereunder shall be maintained in full force and effect for

the Term of this Charter. Each policy shall contain the provision that there is to be thirty (30) days prior written notice given to the School District in the event of cancellation, non-renewal, or material change to the insurance coverages. A Certificate of Insurance evidencing all insurance coverages as outlined below, shall be provided to the School District for review, prior to the execution of this Charter. The insurance companies indicated as the carriers on the Certificates of Insurance, shall be authorized to do business in the Commonwealth of Pennsylvania, shall have an A.M. Best rating of no less than "A.VIII," and the carriers shall be acceptable to the School District. The School District and the SRC shall be named as Additional Insureds, ATIMA, with respect to all coverages, except Workers' Compensation. The Charter School's liability insurance coverage shall be endorsed to state that its coverage will be primary to any other coverage available to the SRC and School District and its officers, employees and agents, that no act or omission of the School District will invalidate the coverage, and that the insurance company waives subrogation against the School District, and any of the School District's officers, employees and agents and the SRC and any of its members.

2. The Charter School shall maintain the following insurance policies in full force during the Term of this Charter:

(a) **Commercial General Liability:**

Commercial General Liability coverage, on an occurrence basis, including Contractual Liability, with limits not less than the following: (a) \$2,000,000 General Aggregate (including bodily injury, or property damage or both); (b) \$2,000,000 Products – Completed Operations Aggregate; (c) \$1,000,000 Per Occurrence; (d) \$1,000,000 Personal and Advertising Injury; (e) \$1,000,000 Fire Damage or Fire Legal Liability; and \$10,000 Medical Expense (any one person).

(b) **Automobile Liability:**

Automobile coverage with limits not less than the following: \$1,000,000 Combined Single Limit for bodily injury and property damage for all owned autos and/or hired / non-owned autos.

(c) **Workers' Compensation and Employers Liability:**

(i) Workers' Compensation coverage for its employees with limits not less than the statutory limits for the Commonwealth of Pennsylvania.

(ii) Employer's Liability: \$500,000 Each Accident–Bodily Injury by Accident; \$500,000 Each Employee-Bodily Injury by Disease; and \$500,000 Policy Limit-Bodily Injury by Disease. Other states insurance including Pennsylvania.

(d) **Excess /Umbrella Liability:**

The Charter School shall maintain Excess / Umbrella Liability coverage in an amount not less than 5,000,000 per occurrence. The Excess/Umbrella Policy shall schedule all underlying liability coverages required under the Charter unless a separate 5,000,000 limit is maintained for Professional Liability.

(e) **Professional Liability/Educators Liability/ Malpractice/Errors and Omissions Insurance.**

Professional Liability/Educators Liability / Malpractice/Errors and Omissions Insurance with limits not less than the following: (a) \$1,000,000 General Aggregate; (b) \$1,000,000 Per Occurrence. The Charter School shall obtain a Sexual Molestation and Child Abuse Endorsement.

(f) **Directors and Officers Liability and Employment Practices Liability:**

The Charter School shall maintain Directors and Officers Liability and Employment Practices Liability Insurance in an amount not less than \$1,000,000.

3. No effect on Indemnity Obligations:

The insurance requirements set forth in this Charter are not intended and shall not be construed to modify, limit or reduce the indemnification obligations set forth below or limit the Charter School's liability to the limits of the policies of insurance required to be maintained hereunder.

## ARTICLE XV. TERMINATION

### A. Termination, Nonrenewal or Revocation of Charter.

1. Revocation or Nonrenewal. The School District reserves the right to not renew this Charter at the end of the Term or to revoke this Charter at any time during the Term in accordance with 24 P.S. §17-1729-A and Applicable Laws.
2. Mutual Written Agreement. This Charter may be terminated by mutual written agreement prior to the expiration of the Term, which agreement shall state the effective date of termination. The Charter School and the School District agree that unless the safety and health of the students and or staff is otherwise threatened, the effective date of termination by mutual agreement will be at the end of a semester or academic year.

- B. **Disposition of Assets upon Revocation or Termination:** After the disposition of any liabilities and obligations of the Charter School, any remaining assets of the Charter School shall be distributed on a proportional basis to the school entities (as defined in 24 P.S. § 17-1703-A) with students enrolled in the Charter School for the last full or partial school year of the Charter School.

## ARTICLE XVI. INDEMNIFICATION

A. **Indemnification.**

1. The Charter School hereby agrees to indemnify and hold harmless the School District, the Board of Education, the SRC, and any governing body authorized to carry out the terms, supervise, or have any control over of this Charter, and their respective members, designees, agents, directors, employees and representatives (“the Indemnified Parties”) and, at the option of the School District, defend by counsel approved by the School District in its sole discretion (provided that the cost to the Charter School of such School District counsel shall not exceed the rates then generally paid by the School District to its outside counsel handling comparable matters on behalf of the School District) from and against any and all claims, liabilities, demands, costs, charges, liens, expenses, actions, causes of action, lawsuits, administrative proceedings, (including informal proceedings), investigations, audits, demands, assessments, adjustments, settlement payments, deficiencies, penalties, fines, interests, judgments and or executions, (including without limitation reasonable expenses of investigation, legal fees, and court costs) past and present, known, and unknown, suspected or unsuspected, asserted, or unasserted, in contract, tort, statutory, constitutional, equity or common law, whether or not ascertainable at the time of the execution of this Charter which arise out of the willful or negligent act or omission of the Charter Board, the Charter School or any member, officer, director, employee or agent thereof, or out of any misfeasance, malfeasance or nonfeasance of the Charter School, the Charter Board or its or their members, officers, directors, employees or agents.
2. The Charter School, for itself, the Charter Board, and the Charter School’s members, officers, directors, employees and agents, hereby irrevocably waives and releases any right of or claim for contribution or in recoupment from the SRC or the School District with respect to any claims, liabilities, demands, etc. covered by subparagraph XVI.A.1 above.
3. The Charter School agrees that the indemnification obligation in this Charter shall survive any termination, expiration or revocation of this Charter.
4. The Parties agree to cooperate fully with one another in responding to any allegation, claim, lawsuit, administrative action, investigation, audit or demand arising out of this Charter. This obligation shall survive the termination of this Charter and revocation of the Charter. The Charter School and School District agree to notify one another if either Party receives notice of such a matter by providing a copy of the relevant document to the other Party.

- B. School District Statutory Immunity. Any other provision of this Charter to the contrary notwithstanding, the School District, its officers, employees and agents and the members of the School Reform Commission and the Board of Education retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, including under 42 Pa. C.S.A. §§ 8501 and 8541 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or for its officers, employees, agents and the members of the School Reform Commission and Board of Education any other defenses or immunities available to it or any of them.

## ARTICLE XVII.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

- A. **Certification.** By signing this Charter, in addition to binding itself to the terms and conditions of this Charter, the Charter Board and the Charter School hereby certify for themselves, their principals and including, without limitation, their affiliates, if any, that none of them are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing services under any contract, bid, request for proposals or other governmental contracting opportunity by any federal government department, agency or instrumentality, or any Commonwealth of Pennsylvania department, agency or instrumentality, including any other School District in the Commonwealth of Pennsylvania, or by The City of Philadelphia.
- B. **Notices.** In the event the Charter School is unable to certify to any of the statements in the above certification, the Charter School shall provide **an immediate written explanation** to the School District representative named in Article XVIII, Paragraph M (Notices) of this Charter. The Charter School shall provide **immediate written notice** to the School District representative named in Article XVIII, Paragraph M of this Charter if at any time, during the Term of this Charter, the Charter School learns that the above certification was erroneous when the Charter School signed this Charter or subsequently became erroneous by reason of changed circumstances.
- C. **Reimbursement of Costs.** If the Charter School is unable to certify to any statements in the above certification, or has falsely certified, then in that event the Charter School shall reimburse the School District for any and all reasonable costs incurred by the School District as a result of any investigation by the School District, the federal government or the Commonwealth of Pennsylvania concerning the Charter School's compliance with the terms and conditions of this Charter that results in the debarment or suspension of the Charter School.
- D. **Survival.** This Article XVII shall survive termination of this Charter.

## ARTICLE XVIII. MISCELLANEOUS

- A. **Applicable Law.** This Charter shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania notwithstanding any conflict-of-law doctrines of said jurisdiction to the contrary and without aid of any canon, custom or rule of law requiring construction against the draftsman.
- B. **No Waiver.** No waiver of any provision of this Charter shall be construed to be a waiver of any breach of any other provision and no delay in acting with any regard to any breach of any provision shall be construed to be a waiver of any such breach.
- C. **Venue.** The Charter School and the School District agree that with respect to any suit, claim, action or proceeding relating to this Charter, other than a proceeding involving the State Charter School Appeal Board (24 P.S. § 17-1703-A), each irrevocably submits to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Court sitting in Philadelphia, Pennsylvania. With respect to any suit, action or proceeding related to this Charter, the Charter School (i) waives any objection it may have to the laying of venue in such proceeding brought in any such court; (ii) waives any claim that such proceeding has been brought in an inconvenient forum and (iii) further waives the right to object with respect to such proceeding that such court does not have jurisdiction over the Charter School.
- D. **Assignment.** This Charter may not be transferred or assigned by the Charter School.
- E. **Illegal Activities/Conflict of Interest.** Neither the Charter School nor the Charter Board shall share with or pay to any School District official or employee, and no School District official or employee shall accept, any portion of the funding to the Charter School paid by the School District in connection with this Charter, or any other payment of whatever kind from the School District, except in accordance with the law and School District policy. The Charter School shall disclose to the School District the name(s) of any School District official or employee sharing in the compensation or fee, or otherwise receiving payment of whatever kind with funds received from the School District. Any fees or compensation shared by the Charter School and a School District officer or employee in violation of the law or School District policy shall be recoverable from the Charter School as damages. The Charter School, its staff and members of the Charter Board shall not at any time accept or receive any form of payment, fee, compensation or benefit of any kind whatsoever, including but not limited to, referral or finder's fees, goods or services offered by hospitals, physicians, psychologists or any other healthcare provider for a recommendation or referral of a student to another agency or healthcare provider. The Charter Board and the Charter School hereby represent and warrant that there is no conflict of interest between any other contracts or any other employment or work and its rights and duties under this Charter. The Charter School shall advise the School District if such a conflict of interest arises during the Term of this Charter.
- F. **Public Official and Employee Ethics Act.** The Charter School acknowledges that all Charter School trustees and administrators must comply with the Public Official and Employee Ethics Act and that all Charter School trustees and administrators shall submit their completed Statement of Financial Interests forms by May 1<sup>st</sup> to the Charter School, with copies to the School District.

- G. **No Third Party Beneficiary Rights.** No third party, whether a constituent of the School District or otherwise, may enforce or rely upon any obligation of or the exercise of or the failure to exercise any right of the School District or the Charter School in this Charter. This Charter is not intended to create any rights of a third party beneficiary; except, however, the SRC and its respective members are intended beneficiaries of the indemnification provisions, sovereign, governmental and official immunity, as each may apply, and limitation of liability provisions of this Charter.
- H. **No Personal Recourse.**
1. Any other provision of this Charter or any Addendum or Exhibit to the contrary notwithstanding, the SRC and the School District retain their respective statutory immunity as provided pursuant to the laws of the Commonwealth of Pennsylvania, 42 Pa. C. S. A. §§8501 and 8541. The Charter School acknowledges that the School District is a local agency, as defined in 42 Pa. C. S. A. §§8501 and 8541 and that the School District does not waive its defense of statutory immunity derived therefrom.
  2. No personal recourse shall be had for any claim based on this Charter against any member, official, officer, director, employee or agent, past, present or future of the SRC, Board of Education, the School District or any successor body as such, under any constitutional provision, statute, rule or law or by enforcement of any assessment or penalty or otherwise.
- I. **Appendices and Exhibits.** The parties agree to the terms and conditions of this Charter and the Exhibits that are attached hereto and incorporated herein by reference.
- J. **Entire Agreement and Modification.** This Charter supersedes all negotiations and all prior agreements, oral or written, between the Parties and their respective representatives and constitutes the entire agreement between the Parties with respect to the matters set forth herein. This Charter may not be amended, modified, supplemented or changed in any respect except by written agreement duly executed and signed by all Parties to this Charter. The recitals set forth in this Charter are hereby incorporated by reference.
- K. **Severability.** The terms of this Charter are severable. In the event of the unenforceability or invalidity of any one of more of the terms, covenants, conditions or provisions of this Charter under federal state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision hereunder unenforceable or invalid.
- L. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impractical or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence or without unusual expense.
- M. **Notices.** When notices are required under this Charter, they shall be sent by: (a) registered mail or certified mail, return receipt requested; (b) hand delivery; (c) nationally

recognized overnight courier service, or (d) facsimile with an original copy delivered by one of methods specified in (a) – (c) above, to the parties at the address set forth below. All notices shall be effective upon receipt, facsimile notice as evidenced by the confirmation thereof provided by the transmitter's machine. All notices shall be addressed as follows:

To the School District:	Charter Schools Office The School District of Philadelphia 440 North Broad Street, 1 <sup>st</sup> Floor Philadelphia, PA 19130
With a courtesy copy to	School Reform Commission The School District of Philadelphia 440 North Broad Street, 1 <sup>st</sup> Floor Philadelphia, PA 19130 Attn: Chair
With a required copy to:	Office of General Counsel The School District of Philadelphia 440 North Broad Street, Suite 313 Philadelphia, PA 19130 Attn: General Counsel
To the Charter School:	Mathematics, Science and Technology Community Charter School 1800 East Byberry Road Philadelphia, PA 19116 Attn: Chief Executive Officer
With a required copy to:	Latsha, Davis, and McKenna, P.C. 350 Eagleview Blvd, Suite 100 Exton, PA 19341 Attn: Kevin McKenna, Esquire

Each party hereto may change one or more of the addresses set forth above for receipt of notices under this Charter, by notice to the other party delivered in the manner set forth in this Section XVIII.M.

- N. **Survival.** Any and all agreements set forth in this Charter which by its or their nature, would reasonably be performed after termination of this Charter, shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Charter shall survive any termination of this Charter.
- O. **Headings.** The headings of the provisions and paragraphs contained herein are intended for convenience of reference only and in no way define, limit or describe the scope or intent of this Charter, nor in any way affect the interpretation of this Charter.

P. **Counterparts.** This Charter may be executed in counterparts, each of which shall be deemed an original and shall have full force and effect as an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have executed this Charter the day and year first written above.

THE SCHOOL DISTRICT OF  
PHILADELPHIA

APPROVED AS TO FORM:

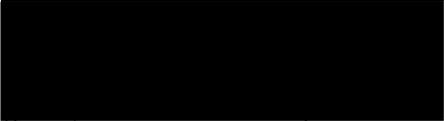
By: \_\_\_\_\_  
Marjorie Neff  
Chair, School Reform Commission

\_\_\_\_\_  
Assistant General Counsel

MATHEMATICS, SCIENCE AND TECHNOLOGY  
COMMUNITY CHARTER SCHOOL

ATTEST:

By:   
Chair  
Board of Trustees

By:   
Secretary  
Board of Trustees

## TABLE OF EXHIBITS

- Exhibit A - SRC Resolution No. SRC-\_\_\_\_, dated \_\_\_\_\_, 2015
- Exhibit B - Required Management Organization of the Board of Trustees and Requirement for Bylaws
- Exhibit C - Statement of Assurances
- Exhibit C-1 - Provision of Special Education Services to Charter School Student Guidelines
- Exhibit D - Current Charter School Records
- Exhibit E - Required Financial Procedures

**EXHIBIT A**

**[SRC RESOLUTION]**

**EXHIBIT B**

**REQUIRED MANAGEMENT ORGANIZATION  
OF  
THE BOARD OF TRUSTEES  
AND  
REQUIREMENTS FOR BYLAWS**

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**An affirmative vote of a majority of the members of the Board of Trustees of the Charter School, duly recorded, (“Board of Trustees” or “Board”) showing how each member voted, shall be used in order to take action on the following subjects:**

- \* School calendar (must include two (2) hours, thirty (30) minutes, each day of the school term, in kindergarten, one hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction in grades 1-6 or nine hundred ninety (990) hours of instruction in grades 7-12. School cannot be kept open for students or staff for instruction on Sundays, Fourth of July, Memorial Day or Christmas).
- \* Adopting textbooks.
- \* Appointing or dismissing charter school administrators.
- \* Adopting the annual budget.
- \* Purchasing or selling of land.
- \* Locating new buildings or changing the location.
- \* Creating or increasing any indebtedness.
- \* Adopting courses of study.
- \* Designating depositories for school funds.
- \* Fixing salaries or compensation of administrators, teachers, or other employees of the charter school.
- \* Entering into contracts with and making appropriations to an intermediate unit, school district or Area Vocational/Technical School for the charter’s proportionate share of the cost of services provided or to be provided by the foregoing entities.

**Requirements for the bylaws:**

1. The bylaws must contain a provision for “failure to organize or neglect of duty.” Specifically, the bylaws must outline a removal procedure for the failure of a board member to perform his or her duties as outlined in the Charter School Law.
2. No board member shall as a private person engage in any business transaction with the charter school of which he or she is a trustee, be employed in any capacity by the charter school of which he or she is a trustee, or receive from such charter school any pay for services rendered to the charter school.
3. A charter school board of trustees shall have a designated treasurer who shall receive all funds including local, state and federal funds and privately donated funds. The treasurer shall also make payments out of the same on proper orders approved by the board of trustees, signed by the president or vice-president of the board. The treasurer may pay out such funds on orders which have been properly signed without the approval of the board first having been secured for the payment of amounts owing under any contracts which shall previously have been approved by the board, and by which prompt payment the charter will receive discount or other advantage. The charter school board of trustees may delegate by resolution the duties and responsibilities of treasurer in this paragraph to the charter school’s third-party business manager or financial manager.
4. Procedures for dismissal of an employee must be contained in the bylaws.

## EXHIBIT C

### STATEMENT OF ASSURANCES

#### The School District of Philadelphia

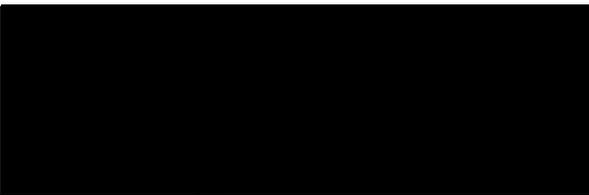
#### Statement of Assurances for Charter Schools With Charters Commencing July 1, 2013

By duly authorized signature below, Mathematics, Science and Technology Community Charter School ("Charter School") hereby agrees to the following terms and conditions in connection with its Charter and acknowledges and understands that any material deviation from any of these terms and conditions is cause for revocation or nonrenewal of its Charter during the Term of such Charter:

- 1) The Charter School shall comply with all applicable federal, state and local laws.
- 2) The Charter School shall be nonsectarian in all operations.
- 3) The Board of Trustees of the Charter School ("Charter Board") shall be authorized to sign a written Charter with the School District of Philadelphia ("School District"). The Charter School shall submit to the School District the formal resolution adopted by the Charter Board.
- 4) The Charter School shall provide a minimum of two (2) hours, thirty (30) minutes, each day of the school term, in kindergarten, one hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction in grades 1-6 or nine hundred ninety (990) hours of instruction in grades 7-12.
- 5) Prior to employing any individual or engaging any contractor and contractor's employees who shall have direct contact with students, the Charter School shall ensure that criminal history and child abuse/injury records are obtained and reviewed in compliance with §1-111 of the Public School Code and 23 Pa. C.S.A. subchapter C2, regarding background checks.
- 6) The Charter School shall provide the School District with access to records pertinent to this agreement and facilities to ensure that the Charter School is in compliance with its written Charter.
- 7) The Charter School shall utilize a management structure that is consistent with Exhibit B to the Charter, entitled: ***Required Management Organization of the Board of Trustees and Requirements for Bylaws***.
- 8) The Charter School shall enroll and disenroll each student using the School District's School Computer Network.
- 9) The Charter School agrees to adopt and administer the most current version of the PSSA assessments and the Keystone Exams.

- 10) For each year during the five (5)-year Term of this Charter, the Charter School shall use its best efforts to achieve a School Performance Profile (“SPP”) score of 70 or better, the Pennsylvania Value-Added Assessment System (“PVAAS”) growth measure, and the Average Growth Index (“AGI”) growth measure consistent with the Pennsylvania Department of Education's Accountability System pursuant to NCLB.
- 11) If the Charter School achieves a ranking in the bottom two levels on the School District’s accountability performance system for charter schools during any year of the Term of the Charter, the School District may require that the Charter School meet certain specific student achievement targets and participate in ongoing progress reporting. If the Charter School consistently achieves a ranking in the bottom two levels on the School District’s accountability performance system for charter schools for two consecutive years during the Term of the Charter, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School.
- 12) The Charter School shall adopt an admissions policy in accordance with the Charter School Law Sections 1723-A and 1730-A. In the event of a surplus of applicants, the Charter School immediately shall notify the School District if it intends to conduct an admissions “lottery” so that the School District may place an observer at the Charter School to monitor such a lottery. The Charter School shall develop an equitable waiting list policy.
- 13) The Charter School shall submit the following legal documentation to the School District:
  - a) A copy of a signed lease or recorded deed for each facility serving the Charter School’s students.
  - b) Evidence that the Charter School itself has been organized as a public nonprofit corporation in accordance with Section 1714-A of the Charter School Law and is exempt from federal taxes under Section 501(c)(3) of the Internal Revenue Code.
  - c) Valid occupancy certificates for each facility serving the Charter School’s students.
  - d) Fire and health and safety regulation compliance as set forth by the City of Philadelphia.
- 14) The Charter School shall submit the following to the School District:
  - a) Signed affidavit indicating that a sufficient staff with complete and appropriate criminal and child abuse records checks have been hired to serve the actual enrollment of the Charter School;
  - b) Evidence that the Charter School has obtained the insurance coverages required by the Charter.
- 15) The Charter School shall comply with the ***Provision of Special Education Services to Charter School Students: Guidelines***, attached hereto as Exhibit C-1 and made a part hereof.
- 16) The Charter School shall adopt detailed procedures for suspension and expulsion that comply with the Public School Code, including providing every student with due process.
- 17) The Charter School shall meet the legal, professional and ethical standards and applicable laws for maintaining school records and confidential student records, and for disseminating information.
- 18) The Charter School shall follow State child accounting procedures (24 PS § 13-1332).

- 19) If the Charter School plans to offer food services, the Charter Shall follow all federal, state and local regulations for student participation.
- 20) The Charter School shall adopt a plan for providing school health services that complies with Article XIV of the Public School Code and shall maintain student health and immunization records in compliance with applicable law.
- 21) The Charter School's insurance coverage plans, including general and excess liability, professional and educators liability, workers' compensation and employers liability, property, and director's and officer's liability coverage is in compliance with Section 1724-A of the Charter School Law. The Charter School shall offer a health benefits package as comparable as possible to the local school district's package as required in Section 1724-A of the Charter School Law.
- 22) The Charter School shall develop a purchasing procedure that addresses a competitive way to purchase goods and services and shall have appropriate board oversight of all spending in the Charter School's bylaws.
- 23) The Charter School shall follow the financial procedures outlined in Exhibit E to the Charter, entitled: **Required Financial Procedures**.
- 24) The Charter School shall have a plan for regular financial reviews and audits in accordance with Section 1719-A of the Charter School Law. The Charter School shall submit annual reports to the Pennsylvania Department of Education and to the School District by August 1<sup>st</sup> of every year.
- 25) The Charter School shall provide copies of any amendments to the Charter School's Articles of Incorporation or Bylaws to the School District within thirty (30) days after such amendments have been approved by the Charter Board.



5/8/15  
Date

Chair, Board of Trustees

## **EXHIBIT C-1**

### **The School District of Philadelphia Provision of Special Education Services to Charter School Students Guidelines**

The following duties shall apply to charter schools:

- 1) Each charter school is responsible for providing a free appropriate public education to students with disabilities enrolled in that charter school who have been determined by an Individualized Education Program (IEP) team to require specially designed instruction. The cost of implementing the specially designed instruction shall be borne by the Charter School. Students provided such services by the Charter School and with a valid NOREP, ER and IEP shall be considered eligible for additional special education payment to the Charter School. Charter schools are required to input relevant data to the School Computer Network (valid dates of NOREP, ER and IEP) and submit the first page of the IEP to the School District. Assuming valid NOREP and ER, payments are effective as of the date listed on the IEP.
- 2) Each charter school must ensure full compliance with the Individuals with Disabilities Education Act (IDEA). This includes, but is not limited to child find, identification, and procedural safeguards, including: access to records, appointment of surrogate parents, notice, opportunity for mediation of disputes, the right to a due process hearing, and assurance of the Free and Appropriate Public Education (FAPE).
- 3) Each charter school must ensure that students who are suspected of having disabilities are properly evaluated and re-evaluated at established intervals required by IDEA, using culture-fair, non-biased assessment tools, by properly certified personnel, adhering to required timelines, and providing required notification to parents.
- 4) When a student enrolled in a charter school presents a valid and current IEP, and/or the charter school IEP team determines that a student with disabilities requires specially designed instruction, the charter school must ensure that the IEP is implemented in accordance with the IDEA, and reviewed at least annually.
- 5) Charter schools must maintain the confidentiality of personally identifiable information regarding students with disabilities as per the Family Educational Rights and Privacy Act (FERPA) and IDEA.
- 6) The charter school is responsible for providing the names of all students eligible for special education services provided by the charter school along with all other data required for the federal child count. This data is to be submitted electronically through the District's School Computer Network (SCN) no later than November 30 of each year.

- 7) Continuation of the additional special education payment is contingent on the Charter School maintaining current and valid IEP, NOREP and ER documentation. As stated in Section 1728-A of the Charter School Law, the Charter School shall provide to the School District “ongoing access to records and facilities of the Charter School to ensure that the Charter School is in compliance with its charter and this Act and that requirements for testing, civil rights, and student health and safety are being met.”
- 8) Verification of students’ eligibility for the additional special education funding shall be based on the Charter School’s performance of all necessary procedures relative to the evaluation and re-evaluation for special education services in accordance with the timelines and criteria specified by law and as allowable by law.

## EXHIBIT D

### **CURRENT CHARTER SCHOOL RECORDS**

Every charter school must maintain the following records (“Current Charter School Records”) on-site at the charter school’s facility and make such Current Charter School records available for inspection by the School District:

1. Up-to-date Clearances for Every Employee and Volunteer of the Charter School:
  - Child Abuse Clearances
  - Criminal Record Checks by the Pennsylvania State Police and FBI
2. Student Immunization Records
3. Home Language Survey Results
4. Parent/Student Handbook
5. Statements of Financial Interests for Members of the Charter Board of Trustees and for all administrators (due May 1 of each year)
6. Posted Charter Board of Trustees Meeting Dates, Times and Locations
7. Charter Board of Trustees Meeting Minutes
8. Charter School Bylaws
9. Charter Enrollment Forms for all students enrolled in the Charter School as of the date of enrollment.

## EXHIBIT E

### REQUIRED FINANCIAL PROCEDURES

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The treasurer of the charter shall deposit the funds belonging to the charter school in a depository approved by the board and shall at the end of each month make a report to the charter board of trustees of the amount of funds received and disbursed by him or her during the month. All deposits of charter school funds by the charter treasurer shall be made in the name of the charter school. The charter school board of trustees may delegate by resolution the duties and responsibilities of treasurer in this paragraph to the charter school's third-party business manager or financial manager.

The board of trustees of a charter school shall invest charter school funds consistent with sound business practice. Authorized types of investments for charter schools shall be:

- \* United States Treasury bills
- \* Short-term obligations of the United States Government or its agencies or instrumentalities
- \* Deposits in savings accounts or time deposits or share account of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided bylaw therefor shall be pledged by the depository.
- \* Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania and any of its agencies or instrumentalities backed by the full faith of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania of any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.
- \* Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat. 789, 15 U.S.C. § 80a-1 *et seq.*) as defined in 24 P.S. § 4-440.1 of the Public School Code.

NOTE: **All investments shall be subject to the standards set forth in 24 P.S. § 4-440.1 of the Pennsylvania Public School Code.**

An annual school audit shall be conducted according to the requirements of Article 24 of the Public School Code of 1949 as amended. Charter school boards of trustees shall follow requirements set forth for school boards in this section.

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 12 1989

MATHEMATICS SCIENCE AND TECHNOLOGY  
COMMUNITY CHARTER SCHOOL  
8040 ROWLAND AVE APT C258  
PHILADELPHIA, PA 19136

1800 E. Byberry Road  
Philadelphia, Pa. 19116

Employer Identification Number:  
23-2963763  
DLN:  
17053364031038  
Contact Person:  
D. A. DOWNING IDH 31505  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Form 990 Required:  
YES  
Addendum Applies:  
YES

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Letter 947 (DO/CG)

MATHEMATICS SCIENCE AND TECHNOLOGY

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Letter 947 (DO/CG)

MATHEMATICS SCIENCE AND TECHNOLOGY

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

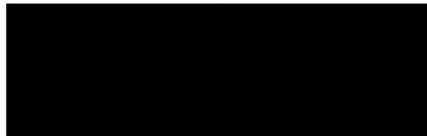
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A solid black rectangular box redacting the signature of the District Director.

District Director

Enclosure(s):  
Addendum

Letter 947 (DQ/CG)

Date of this notice: 04-23-2015

Employer Identification Number:  
47-3810173

Form: SS-4

Number of this notice: CP 575 A

MAST COMMUNITY CHARTER SCHOOL II  
% MIKE THOMPSON  
1800 BYBERRY RD  
PHILADELPHIA, PA 19116

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-3810173. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

09/15/2015

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at [www.irs.gov](http://www.irs.gov) for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MAST. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



**MaST Byberry Services  
Provided By: MaST Schools Central Office**

# Organization Chart MaST-Roosevelt Campus (Chart is reflective of 5 years)



- \*Operations and Overview
- \*Curriculum Design
- \*Technology Infrastructure
- \*Data Management
- \*Human Resource Management
- \*Technology Integration
- \*Special Education
- \*Mentoring/Coaching
- \*Website/ Community Relations
- \*Grant Writing
- \*Board Policy and Training
- \*School Vision and Design
- \*Construction Management
- \*PD Trainings
- \*Community Outreach

### Major Services

**Cleaning Services**

**Food Services**

**Business Services**

**School Fiscal Officer**

**MaST-Roosevelt Campus  
Board of Trustees**

**CEO / Principal**

**Pupil Services/Psychologist**

**Lower School Principal**

**Upper School Principal**

**Pupil Services/Psychologist**

**Social Worker**

**Counselor**

**Vice Principal**

**Vice Principal**

**Counselor**

**Social Worker**

**Special Education Teachers**

**Dean**

**Dean of Career and College Readiness**

**Dean**

**Special Education Teachers**

**Elementary Teachers**

**Specialists**

**MS/HS Teachers**

**Building Manager**

**Music/Art/Technology/Gym**

**Technology Support**

**Media Specialists**

**Reading Specialists**

**Custodians**

**Security Personnel**

## John F. Swoyer III

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**Objective:** To obtain a position that allows me to be a dynamic leader in the field of education and to maximize the potential learning opportunities for children through innovation, technology, and best practice educational trends.

**Education:**

- ***Holy Family University***

December 2008 –MBA- GPA: 3.85

- ***Philadelphia University***

5/2003 -Bachelor of Science in Management of Information Systems; Member of the Honors Program – GPA: 3.5 – Dean’s List

- **High School:** LaSalle College High School – National Honor Society

**Awards:**

**2013** – Winner of Community College of Philadelphia Distinguished Leadership Award for contribution to community enrichment and outstanding support to education.

**Currently serving on the following Boards:**

**2014** - YMCA – Northeast Philadelphia – Member

**2014/2015** – PA Coalition of Charter Schools – Leadership / Board Member

**2011 – Present** -Board of Trustees (Non-Voting) – Secretary to the Board, MaST Community Charter School

**Work Experience:**

- **Chief Executive Officer – MaST Community Charter School, Philadelphia - February 2011 – Present**

Oversee and develop the vision for MaST Community Charter School, a K-12, student-focused charter school that looks to create innovative pathways of learning through continuous growth in all areas of education, but centered around the integration of math, science, and technology in all aspects of learning.

- Helped to write and develop a new charter school, MaST II that will open in 2016.
- MaST was named a P21 STEM school (one of two in PA), Apple Distinguished Program, and Top Charter in PA in 2015.

- MaST has been ranked a top 50 school in PA and top charter school in Philadelphia the past 4 years.
  - Since promotion to this position and implementation of new vision, the wait-list for school has grown from about 1,800 to over 7,000 students in 5 years.
  - Help to lead staff and administration in obtaining top performance score for any charter school in 2013.
  - Implemented new creative programs and spaces within the school focused on STREAM education (Science, Technology, Robotics, Engineering, Arts, and Math). Some include Lego Robotics, Robotics, 3D design, and programming,
  - Helped to design and open a Makerspace
  - Helped to design and open a BUILD IT Center
  - Helped to design and create a Mezzanine level that serves as a collaborative place for students
  - Helped to design and create a “Fitness Center of The Future”
  - Helped to design, complete, and oversee the project for MaST’s Library/Media Center (\$7.8 million dollar, 27,000 square foot addition), including floor projection screen, HD video studio, computer labs, and all functions of the spaces in between)
  - Helped to design and implement STREAM playground at MaST focused on implementing activities and learning.
- **Chief Operations Officer – MaST Community Charter School, Philadelphia – October 2010 – February 2011** -Oversaw all operations of the school from events to everyday school functions, inspections, and building certifications. Also managed student scheduling and course selection process, professional development, for staff, managed all PIMS (Pennsylvania Information Management System) reporting as PIMS administrator, oversaw human resources, managed website, managed IT Department, and managed all food service operations.
- **Chief Information Officer - MaST Community Charter School, Philadelphia – August 2009- October 2010** –Identified all needs in the IT area and the vision for MaST.
    - Oversaw all areas of student information systems: Scheduling, rostering, reporting, and analysis; developed, implemented, and maintained the technology plan for MaST.
    - Provided assistance to the leadership team in the development and implementation of School Strategic Plans and E-Technology plan.
    - Developed and oversaw the school’s technology budget (grants, ERATE).
    - Oversaw all technology purchasing in the school to ensure that proper Board policy was followed. Created partnerships and open lines of communication with other educational institutions.
    - Increased digital movement, encouraged appropriate use of technology, and dictated acceptable use policies.

- **Owner – TechnologixPA – April 2009 – Present**

Technology support and services for home and business users as well as computer clean-up, virus removal, computer training, educational consulting, interactive board installations, hardware and software support, networking (wiring), and any form of computer need (advice). "A Technology Solution Name with a Personal Touch."

- **Director of Technology- 2004–2009 – MaST Community Charter School – Former title was Network Administrator)**

*Job Function:* To mold and shape MaST into a technology focused school that stands out and is recognized for providing students with the best in technology practice and equipment. Started with a plan from the ground up for the rewiring and structuring of the local areas network and developed a strategy to develop the technology at MaST over the past five years.

- Functioned as Information Officer (security, viruses, web filtering, internet filtering), email, SIS – Student Information Systems Server (PowerSchool), communication tools, data management, password management, copiers, dvd/cd players, TVs, some aspects of telephone system, maintenance of technology).
- Helped to design infrastructure and layout for new middle school building that opened in 2006. Designed and implemented wiring closet, underground layouts, large group instruction room, and networking for telescope/dome on roof. Responsible for full technology design and implementation of a new building that included a full network design of Cisco switches, fiber optics, and full wireless access. Helped to design video, sound, and networking solutions to a multi-purpose Large Group Instruction Room that included the ability to stream video and multimedia to over 120 seats as well as two 30-seat computer labs.
- Financial management of technology budgetary resources. Managed all categories of technology resources – hardware, software, multimedia, supplies, media equipment, media (tapes, cds ,usb keys).
- State technology/financial planning – Five-year/three year technology plans, as well as financial planning schedules using the financial figures from the school's budget. My experience included bid processes with sales vendors, leasing options, financial growth planning for the management of school technology equipment each year and into the future.
- Professional Development – Teaching technology classes to a staff of 130 teachers and aides –this includes Microsoft Office, the use of Word, Excel, Powerpoint from Office 2000-2007, Promethean/Smartboard software, student response systems, software, classroom software for writing, math, and other subject areas.
- Redesigned and managed school website.

- August 2008 – Participated on a future design plan of a full Media Center Addition. This included the architectural planning and design of the facilities alongside the CEO. Responsible for the technology implementation on both a library floor and media floor with full video studio. Management of academic environment including related policies and procedures, technology planning, networking internet and data security, as well as e-rate procedures and requirements;
- Development and implementation of school-wide technology plan
- Installation of all technology equipment – servers, workstations, laptops, Promethean Boards, etc.
- Wrote technology policies/procedures.
- Software licensing management/system imaging (ghosting).
- Contribution to growth management and vision of the school moving forward into the future.
- Management of infrastructure/classrooms, which included all network switches, computer lab classrooms, mobile carts, teacher laptops, student required technology for special education requirements, and keeping up with Pennsylvania Standards for Technology.
- Developing technology fundraising and partnership strategies. Multimedia management and inventory of systems – camera, video cameras, distance learning labs, Smartboards, web cameras.
- Collaboration at Board Meetings (report from the Chair of the Technology Committee of the Board of Trustees) and also with the parent association.
- Implementation of a school Intranet to increase the level of communication in the building between the staff and progress with professional development.

- **Computer Technician (June 2002- 2004) -- Warren Township Schools (Warren, NJ- Worked the summer of 2002 while in school)**

*Job Function:* Maintaining, updating, and troubleshooting PCs (Windows 98, Windows 2000, Windows XP) and XP/2000 laptops, wireless/LAN/WAN network, Apple IMacs for both the school district as well as the Town of Warren Administration Building, Court, Police (8 buildings all together). Job role consisted of interaction with teachers, students, secretaries, and administrators on a daily basis to solve any problem that occurred whether software, hardware or network related.

**Software** - consistently dealing with office applications (Word, Excel, PowerPoint), network/server application troubleshooting, virus protection and removal, and several other software applications used throughout the district of Warren.

**Hardware** - Troubleshooting network printers, PC problems/updates, and server problems as well as running CAT5 cable.

**Honors Program:** (Philadelphia University) -- Seven (7) honors classes – Consisted of projects and PowerPoint presentations focused on the use of Information Technology across several academic areas.

- **Union League of Philadelphia Scholarship Winner** – nominated by PAL- Police Athletic League of Philadelphia
- **Other Activities:** Spending time with my kids (LJ, Olivia, Owen), playing basketball, and coaching basketball previously for many years.

Contract No. \_\_\_/F15

School Reform Commission  
Resolution No. SRC-\_\_\_  
\_\_\_\_\_, 2015

**CHARTER FOR**  
**MATHEMATICS, SCIENCE AND TECHNOLOGY COMMUNITY**  
**CHARTER SCHOOL II**

**This Charter** (the “Charter”) is made and entered into as of July 1, 2016 (the “Effective Date”), by and between **THE SCHOOL DISTRICT OF PHILADELPHIA** (the “School District”), acting by and through the School Reform Commission (the “SRC”), with its principal place of business at 440 North Broad Street, Philadelphia, Pennsylvania 19130, and the **MATHEMATICS, SCIENCE AND TECHNOLOGY COMMUNITY CHARTER SCHOOL II**, a Pennsylvania nonprofit corporation (the “Charter School”) acting through and by its Board of Trustees (the “Charter Board”), with its principal place of business at 6501 New State Road, Philadelphia, PA, 19135. The School District and the Charter School together are referred to as “the Parties” or separately as a “Party”.

**RECITALS**

**WHEREAS**, on December 21, 2001, pursuant to the authority granted under Section 6-691(c) of the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, as amended (the “School Code”), the Secretary of Education of the Commonwealth of Pennsylvania (the “Secretary”) issued a certificate declaring the School District to be in distress, and the SRC was appointed pursuant to Section 6-696 of the School Code, 24 P.S. §6-696, as amended by Act 2001, Oct. 30, P.L. 828, No. 83 (“Act 83”); and

**WHEREAS**, pursuant to Section 6-696 of the School Code, the SRC (i) is responsible for the operation, management and educational program of the School District; (ii) is vested with all powers and duties granted to the board of school directors (the “Board of Education”) of the School District; and (iii) is authorized, *inter alia*, to grant charters and to enter into agreements for the operation of charter schools in accordance with the Charter School Law, 24 P.S. §17-1701-A, *et seq.* (the “Charter School Law”) and Act 83; and

**WHEREAS**, pursuant to Section 696 of the School Code, the SRC has the power to approve an application to establish and operate a charter school; and

**WHEREAS**, the founding coalition of the Charter School submitted to the SRC an application to operate the Charter School; and

WHEREAS, on \_\_\_\_\_, 2015, the SRC adopted Resolution SRC-\_\_\_\_, which authorized the grant of this Charter for the Charter School upon meeting the condition(s) set forth in the Resolution; and

WHEREAS, the Charter Board is authorized to sign this Charter;

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the School District and the Charter School intending to be legally bound, hereby mutually agree to the above Recitals and the following:

**ARTICLE I. LEGAL REQUIREMENTS, REPRESENTATIONS  
AND WARRANTIES; GRANT**

- A. **School Reform Commission Resolution.** Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2015 (“Resolution”) is attached hereto as Exhibit A and are made a part hereof.
- B. **Grant of the Charter.** Subject to all of the terms and conditions set forth in this Charter, the School District grants to the Charter Board this Charter to operate the Charter School as a public school under and pursuant to the Charter School Law and all other Applicable Laws (as hereinafter defined).
- C. **Legal Requirements Associated With Grant of the Charter.** On or before March 31, 2016, the Charter School shall provide the following documentation (“Required Documentation”) to the School District, in form and substance acceptable to the School District:
1. a certified copy of the Articles of Incorporation of the Charter School, and any amendments thereto, certified by the Secretary of State of the Commonwealth of Pennsylvania as of a date reasonably proximate to the Effective Date;
  2. a good standing certificate for the Charter School issued by the Secretary of State of the Commonwealth of Pennsylvania;
  3. a duly approved Charter Board Resolution, certified by the Secretary of the Charter Board (i) authorizing the execution and delivery of this Charter and the performance of the transactions contemplated hereby, (ii) stating that no members of the Charter Board or their immediate family will have business dealings with the Charter School, and that the Charter Board will comply with the Pennsylvania Public Official and Employee Ethics Act; and (iii) providing the names and addresses (including email addresses) of the officers of the Charter Board and stating that such persons are authorized to execute and request payments under the Charter.
  4. a copy of the Charter School’s current bylaws. Such bylaws shall describe the method for replacing Board members and officers and shall adopt the requirements set forth in the “Required Management Organization of the Board of

Trustees and Requirements for Bylaws”, attached hereto as Exhibit B and incorporated herein;

5. a true, correct and complete dated copy of the Charter School’s Internal Revenue Service (“IRS”) Form 1023 application for recognition under Section 501(c)(3) of the Internal Revenue Code with a representation as to the date on which the IRS Form 1023 was submitted to the Internal Revenue Service or a copy of the determination letter issued by the IRS stating that the Charter School is a federally tax exempt entity as described in Section 501(c)(3) of the Internal Revenue Code;
6. an affidavit signed by the chair of the Board of Trustees, indicating that a sufficient staff, with complete and appropriate criminal and child abuse records checks, and all necessary certifications as required by this Charter and Applicable Laws (as hereinafter defined), have been hired to serve the actual enrollment of the Charter School;
7. a copy of the Charter School’s Student Records Policy for the collection, maintenance, and dissemination of student records as required by 22 Pa. Code Chapter 12;
8. a copy of the signed lease or recorded deed for each facility the Charter School shall utilize during the Term (as defined herein) of the Charter;
9. a valid Certificate of Occupancy or memorandum that a new Certificate of Occupancy is not required for use as a school, issued by the City of Philadelphia Office of Licenses and Inspections for each facility the Charter School shall utilize during the Term of the Charter;
10. a Certificate of Insurance evidencing all required insurance coverages, in the form required in Article XIV herein and satisfactory to the School District’s Office of Risk Management;
11. the Statement of Assurances, and all Application appendices and attachments referred to therein (collectively, the “Statement of Assurances”), attached hereto as Exhibit C; and
12. any contracts for the provision of management, consulting or similar services to the Charter School.
13. A locally developed curriculum establishing alignment with Pennsylvania standards for all grade levels to be served. Such curriculum shall include specific provisions for English as Second Language students.
13. A plan for ESL programming which complies with 22 Pa. Code Chapter 4 standards.
14. Budget documents which demonstrate that the Charter School has performed adequate financial planning for the opening and operation of the Charter School.

15. Plan documents for any 403(b) deferred compensation retirement plan for the Charter School, outlining the terms, conditions and benefits of the plan, including an employer contribution;

E. **Application of the Charter School.** The application and any amendments, and the representations, certifications and assurances set forth therein (collectively, the “Application”), are hereby incorporated in this Charter as if set forth herein in full. The Charter School and the School District acknowledge and agree that there are differences between the terms of this Charter and the terms of the Application, including without limitation, the provisions related to the Charter School facility, enrollment, and grades served. The Charter School and the School District acknowledge and agree that to the extent any conflict exists or arises between the terms of this Charter and the terms of the Application, the terms of this Charter shall govern and control. The Charter Board represents and warrants that the information provided to the School District in the Application was true, correct and complete when submitted to the School District and remains true, correct and complete as of the Effective Date. To the extent that the Charter Board has modified the Application between the date submitted to the School District and the Effective Date, such modifications are (a) reflected in the body of the original Application, or in an amendment to its original Application, and (b) have been duly approved in writing by the School District. The Application may not be modified after the Effective Date except by an amendment to this Charter duly authorized, executed and delivered by the Parties. The Parties acknowledge and agree that the Application sets forth the overall goals, standards and general operational policies of the Charter Board relating to the Charter School, and that the Application is not a complete statement of each detail of the Charter Board’s operation of the Charter School. To the extent that the Charter Board determines to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Application, the Charter Board shall have the right to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are (i) not otherwise prohibited or circumscribed by any Applicable Law or Laws (as hereinafter defined) or this Charter, and (ii) not materially different from those set forth in the Application. The Charter Board shall operate the Charter School in conformity with the mission statement set forth in the Application.

F. **Current Charter School Records.** In accordance with the Applicable Laws, the Charter School shall maintain on-site at its facility for inspection by the Charter Schools Office and its representatives and agents all of certain current Charter School records (“Current Charter School Records”) as set forth on Exhibit D attached hereto and made a part hereof.

G. **Representations and Warranties.** The Charter Board represents and warrants to the SRC and the School District that:

1. It has the power and authority to enter into and perform this Charter; and
2. This Charter, when executed and delivered, shall be a valid and binding obligation of the Charter School, enforceable in accordance with its terms.
3. There is no claim, action, suit, proceeding, investigation or inquiry pending before any federal, state or other court or governmental or administrative agency, or to

the knowledge of the Charter Board or the Charter School, threatened against the Charter Board or the Charter School, or any of the Charter School's or the Charter Board's properties, assets, operations or businesses, that might prevent or delay the consummation of the transactions contemplated by this Charter.

4. The execution, delivery and performance by the Charter Board and the Charter School of their obligations under this Charter will not (with or without the giving of notice or the lapse of time, or both) (i) violate any provision of the Articles of Incorporation or Bylaws of the Charter School; (ii) violate, or require any consent, authorization, or approval of, or exemption by, or filing under any provision of any law, statute, rule or regulation to which the Charter Board or the Charter School is subject; (iii) violate any judgment, order, writ or decree of any court applicable to the Charter Board or the Charter School; (iv) conflict with, result in a breach of, constitute a default under, or require any consent, authorization, or approval under any contract, agreement or instrument to which the Charter Board or the Charter School is a party, or by which any of their assets are bound; or (v) result in the creation or imposition of any encumbrance upon the assets of the Charter Board or the Charter School.

H. **Conditions.** Pursuant to the Resolution, the Charter School must comply with certain conditions ("Conditions") as set forth in the Resolution and in this Paragraph. Failure to comply with the Conditions may be a basis for revocation or nonrenewal of the Charter School's Charter. The Charter School acknowledges and agrees that:

1. The Board of Trustees shall ensure that all trustees, officers, administrators, and relatives of trustees, officers and administrators of the Charter School comply with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act. The Board of Trustees shall adopt a Conflicts of Interest policy that complies with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act.
2. The Board of Trustees shall adopt an Admissions Policy and Process which complies with the Public School Code and Charter School Law and which includes provisions on application deadlines, recruitment communications, including details on methods to be used to recruit students Citywide or in an applicable attendance zone, lottery dates, and results, in a form that is acceptable to the Charter Schools Office. The Admissions Policy and Process shall provide that if seats open during the school year for grades K-8 or between school years for grades 1-8, the Charter School shall accept new students from the waiting list in appropriate order for particular grades or new applicants if there are no applicants for that grade on the waiting list. The Admissions Policy and Process also shall provide that the Charter School shall provide a copy of its current waiting list at any time during the Term of the Charter within ten (10) business days after requested by the Charter Schools Office.
3. The Board of Trustees shall adopt Bylaws and shall provide a copy of the Bylaws and a list of names and addresses of the Board of Trustees of the Charter School

to the Charter Schools Office no later than July 1, 2016. The Bylaws and the Board list shall demonstrate that none of the Board members of the Charter School serve on the Board of Trustees of Mathematics, Science and Technology Community Charter School, the educational services company.

4. The Board of Trustees shall submit to the Charter Schools Office signed Statements of Financial Interest as required by the Public Official and Employee Ethics Act and the Charter School Law annually, pursuant to guidelines established by the Charter Schools Office.
5. The Board of Trustees shall ensure that the dates, times, and locations of scheduled Board meetings are posted on the Charter School's website. Furthermore, minutes from Board meetings shall be posted on the Charter School's website within two weeks of approval by the Board of Trustees.
6. The contract between the Charter School and the Charter School's educational services company, MaST Community Charter School, that accurately reflects all of the duties, services, obligations and liabilities of each party to the other with respect to the operation of the Charter School or services to be provided to the Charter School, including specific provisions on fees, which shall be approved by the respective governing boards of each entity, in a form that is acceptable to the Charter Schools Office.
7. The Board of Trustees shall submit to the School District by August 1st of each year during the Term of the Charter as part of the Charter School's Annual Report, or separately if not included in the Charter School's Annual Report, evidence that 75% of the Charter School's professional staff are certified in accordance with the Charter School Law.
8. The Board of Trustees shall submit to the School District by August 1st of each year during the Term of the Charter as part of the Charter School's Annual Report, or separately if not included in the Charter School's Annual Report, evidence that 100% of the Charter School's teachers with primary responsibility for direct instruction in one or more of No Child Left Behind's core academic subjects demonstrate that they satisfy the definition of a "Highly Qualified Teacher".
9. The Board of Trustees shall ensure that all employees have required federal and state criminal and child abuse background checks during the term of the Charter. The Board of Trustees shall submit a signed affidavit to the School District annually, pursuant to guidelines established by the Charter Schools Office, as evidence that the Charter School has complied with this requirement.

## **ARTICLE II. APPLICABLE LAWS**

- A. **Compliance with Applicable Laws.** The Charter School acknowledges and agrees that it shall comply with the Resolution, School District charter school policies and procedures, common law, court decisions, court orders, the Charter School Law, the Individuals With Disabilities Education Act, 20 U.S.C.S. §1400 *et seq.*, as amended (“IDEA”), the No Child Left Behind Act, P.L. 107-110 (“NCLB”), and all other applicable state, federal and local laws, statutes, codes, ordinances, regulations and guidance as in effect from time to time (the “Applicable Laws”). In furtherance of and without limitation to the covenants contained herein, the Charter School shall comply with all Applicable Laws prohibiting discrimination on the basis of disability, race, age, creed, color, gender, religion, marital status, veteran status, national origin, ancestry and any other protected category or classification as required by law, and shall not unlawfully discriminate in student admissions, hiring and operations. Any reference in this Charter to any statute or ordinance shall mean such statute, as the same may hereafter be duly amended.

### **ARTICLE III. TERM**

- A. **Term.** The term of this Charter shall be for a term of three (3) years and shall commence on July 1, 2016 and shall end on June 30, 2019 (“the Term”), unless revoked or not renewed sooner pursuant to the terms of this Charter and Applicable Laws.

### **ARTICLE IV. OPERATIONS AND MANAGEMENT**

- A. **Operation of Charter School.** Subject to 24 P.S. §17-1714-A, the terms of this Charter and Applicable Laws, the Charter Board shall be responsible for the operation of the Charter School and shall decide all matters relating to the Charter School, including but not limited to the following: budgeting, curriculum development, testing, operating procedures, hiring and firing of Charter School staff, contracting with necessary professional and nonprofessional employees and all other powers provided by Applicable Laws.

B. **School Calendar.**

1. The School Calendar shall show the dates on which the Charter School is in session, the first day of school for students, and the dates of all lotteries, in compliance with School District requirements and Applicable Law.
2. The Charter School shall use its best efforts to provide the Charter Schools Office with the School Calendar for the following academic year by April 30th of each calendar year in order for School District offices, including without limitation, Transportation and Food Services, if applicable, to schedule for the provision of services for the next academic year.
3. In accordance with Applicable Laws, including but not limited to the requirements of 24 P.S. §17-1715-A (9), the Charter School shall provide a minimum of two (2) hours, thirty (30) minutes, each day of the school term, in kindergarten, one hundred eighty (180) days of instruction or nine hundred (900) hours per year of

instruction in grades 1-6 or nine hundred ninety (990) hours of instruction in grades 7-12.

4. The Charter School shall not remain open for instruction for students or staff on Sundays, the Fourth of July, Memorial Day or Christmas Day.
- C. **Legal and Other Documentation. Non-Sectarian Status.** The Charter Board shall operate the Charter School as a public, non-sectarian, nonprofit corporation during the Term of this Charter and any renewals thereof.
- D. **LEA Status.** The Charter Board shall operate the Charter School as a Local Education Agency (“LEA”) with respect to NCLB, to Child Find pursuant to 22 Pa. Code §711.21, and to the provision of special education services under IDEA.
- E. **Transportation.** The School District shall provide transportation services to the students enrolled in the Charter School in accordance with 24 P.S. § 17-1726-A and any guidance issued by the Pennsylvania Department of Education during the Term of this Charter.
- F. **Review of Parental Complaints.** The Charter School shall establish a procedure for reviewing parental complaints regarding the operation of the Charter School.
- G. **Child Accounting Procedures.** The Charter School shall follow the child accounting procedures set forth in 24 P.S. §13-1332.
- H. **Student Accounts.** The Charter Board shall adopt and implement policies and procedures which provide for the handling by the Charter School, as a trustee for the benefit of the Charter School’s students for educational purposes, of any funds associated with the activities of the Charter School’s student groups, associations or organizations.
- I. **Health Service.** The Charter School shall adopt and implement a plan for providing school health services that complies with 24 P.S. §14-1401 *et seq.* of the Public School Code and other Applicable Laws.
- J. **Service Contracts.** The Charter School shall submit to the Charter Schools Office the contract between the Charter School and the Charter School's educational services company, Mathematics, Science and Technology Community Charter School, that accurately reflects all of the duties, services, obligations and liabilities of each party to the other with respect to the operation of the Charter School or services to be provided to the Charter School, including specific provisions on fees, which shall be approved by the respective governing boards of each entity, in a form that is acceptable to the Charter Schools Office.
- K. **Charter Board Membership, Meetings.**
  1. The Charter Board shall post and maintain in a public or common area of the Charter School, a true, correct and current list of the names of the individual members of the Charter Board. The Charter Board shall promptly and regularly revise such list to reflect any changes in the membership of the Charter Board.

The Charter Board shall provide annually, pursuant to Charter Schools Office guidance (as provided in Section XVIII.M. below), the names, addresses (including email addresses) and telephone numbers of the individual members of the Charter Board.

2. The Charter Board shall prior to the commencement of the academic year of the Charter School (i) adopt and duly publish in accordance with Applicable Law the schedule of the dates, times and locations of regular meetings of the Charter Board; (ii) conspicuously post or cause to be posted in a public or common area of the Charter School and on the Charter School's website a complete copy of its duly adopted schedule of regular meetings for such academic year; and (iii) give notice to the Charter Schools Office of its duly adopted schedule of regular meetings for such academic year. The Charter Board shall immediately upon the approval or calling of any special or emergency meeting of the Charter Board, conspicuously post or cause to be posted in a public or common area of the Charter School and on the Charter School's website a complete copy of all notices or other acts scheduling any such special or emergency meeting of the Charter Board with the dates, times and locations of such meetings.
  3. The Charter School shall post on the Charter School's website the minutes from Board meetings within two weeks after approval of such minutes by the Board of Trustees.
- L. **Charter School Facilities.** The Charter School shall operate a charter school only at the following locations: 6501 New State Road, Philadelphia, PA, 19135. The Charter School shall not suspend nor terminate operations, nor relocate from the premises at which the Charter School proposes to operate as set forth in the Application without the prior written consent of the Charter Schools Office. The Charter School shall properly maintain the Charter School facility in compliance with all Applicable Laws.
- M. **Confidential and Proprietary Information.** The Charter School shall keep in strictest confidence all information acquired in connection with or as a result of this Charter as required by Applicable Law.
- N. **Publication Rights.** The Charter School agrees with regard to publication of reports, studies, or other works, if any, developed during the Term of this Charter, or as a result thereof, that the publication thereof will not contain information supplied to the Charter School by the School District which is confidential, or which identifies students, employees or officers of the School District by name without first obtaining their written consent. Title to and the right to determine the disposition of any copyrights and copyrightable materials first produced by the Charter School as a result of performance of this Charter shall remain with the Charter School.

## **ARTICLE V. CURRICULUM, SPECIAL EDUCATION AND ENGLISH LANGUAGE LEARNERS**

- A. **Education and Curriculum Plan.**

1. The Charter School shall implement a complete educational program and curriculum (“Educational Plan”) which is described generally in the Application.
2. The Charter School shall provide for the management, administrative services and professional staff training and technology to implement the Educational Plan, and shall have the discretion to determine textbooks, supplies, equipment and technology necessary therefor.
3. The Charter School shall be solely responsible for the costs of providing textbooks, supplies, equipment, technology and the like.
4. The Educational Plan may be amended from time to time by the Parties upon notification in writing.
5. The Educational Plan shall prepare students at the Charter School for participation in the Pennsylvania System of School Assessment (the “PSSA”) and on the Keystone Exams as provided for in 22 Pa. Code Ch. 4, or subsequent regulations promulgated to replace or amend 22 Pa. Code Ch. 4, in the manner in which the School District is scheduled to participate.

**B. Special Education.**

1. The Charter School, as a LEA, shall provide appropriate special education services in accordance with Applicable Laws, to all students enrolled in the Charter School.
2. The Charter School shall comply with the “Provision of Special Education Services to Charter School Students: Guidelines,” a copy of which is attached hereto as Exhibit C-1 and incorporated as if fully set forth herein.
3. The Charter School agrees to annually provide to the School District, pursuant to Charter Schools Office submission guidelines, a de-identified list of all students enrolled in the Charter School who are attending out-of-Charter School programs, such as approved private schools, including the names and types of programs, the grade levels of such students, and the costs of such placements.

- C. English Education of English Language Learners.** The Charter School shall provide appropriate services, in accordance with Applicable Laws, for students who are English Language Learners (“ELL’s”).

**ARTICLE VI. STUDENT ENROLLMENT**

**A. Student Enrollment.**

1. The School District and the Charter School acknowledge and agree that the Charter School will enroll students only in the following grades with a maximum number of students as set forth below during the term of the Charter, unless the parties agree in writing to other terms:

Years	Grades Served	Total Student Enrollment
School Year 2016-2017	K-3	400
School Year 2017-2018	K-4	500
School Year 2018-2019	K-5	600

2. (a) The School District and the Charter School acknowledge and agree that if this Charter is renewed by the SRC at the end of the Term, the Charter School may enroll students only in the following grades with a maximum number of students as set forth below during the term of the renewal Charter, unless the parties agree in writing to other terms:

Years	Grades Served	Total Student Enrollment
School Year 2019-2020	K-6, 9	800
School Year 2020-2021	K-7, 9-10	1000
School Year 2021-2022	K-11	1200
School Year 2022-2023	K-12	1250
School Year 2023-2024	K-12	1250

(b) The Charter School acknowledges and agrees that if the Charter is renewed at the end of the Term as a result of an order or other directive by any entity or governmental body other than the SRC, then the enrollment and grade provisions in section VI(A)(2)(a) will not be triggered and will not be enforceable.

3. The Charter School acknowledges and agrees that under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth in section VI(A) nor enroll students in different grades, without SRC approval by resolution.

**B. Student Admissions.**

1. The Charter School shall enroll students in accordance with Applicable Laws and may not exclude students based on race, color, familial status, religious creed, ancestry, sex, national origin, handicap or disability.
2. The Charter School shall enter into the School District Computer Network (“SCN”) the names and addresses of all students who voluntarily or involuntarily transfer out of the Charter School within five (5) business days of the date of the transfer.
3. The Charter School shall implement an admissions policy that complies with Applicable Laws, its Application, and any additional requirements as set forth in Charter Schools Office procedures on admission and enrollment policies.
4. The Charter School shall submit Enrollment Forms to the School District for each student enrolled in the Charter School within ten (10) days after receipt by the

Charter School. Each Enrollment Form shall be signed by the student's parent(s) or legal guardian(s).

5. The Charter School acknowledges and agrees that the School District and the Commonwealth of Pennsylvania shall not provide any per-pupil funding in excess of the amount derived from the enrollment limits set forth in this Charter.
6. The Charter School shall provide the School District's Charter Schools Office notice of the date, time and location of any and all admissions lotteries at least thirty (30) days prior to the scheduled date of each admissions lottery. The School District reserves the right to observe the admissions lottery process.

C. **Accounting for and Recording Student Enrollment and Attendance.**

1. The Charter School shall be responsible for accounting for enrollment and disenrollment, including withdrawals and expulsions, and shall report such data to the School District via the SCN. Subject to 17-1729-A of the Charter School Law, failure to provide timely and accurate student enrollment data may result in revocation of this Charter.
2. All Enrollment Reports will be disaggregated such that the School District will be able to determine enrollment by factors such as race, family income (to the extent practicable), ELL status and special education exceptionality.
3. The Charter School acknowledges and agrees that it will not charge any fees or costs associated with or in connection to student admissions or enrollment to the School District, any parent, any student or any other person or entity.
4. The Charter School shall provide to the School District verified attendance information through the SCN or in another electronic form on a monthly basis on or before the 15<sup>th</sup> of each month for the prior month. If such attendance information is not provided through the SCN, the Charter School shall provide such attendance information in electronic form by email to the Charter Schools Office.

- D. **Truancy.** The Charter School's truancy program shall align with truancy elimination procedures developed by the Philadelphia Court of Common Pleas Family Court, the Department of Human Services, the Mayor's Office of the City of Philadelphia, and the School District and with Applicable Laws regarding truancy. The Charter School shall adopt a truancy elimination program including provisions for truancy intervention plans for Charter School students with more than three (3) unexcused absences. If participating in the truancy collaborative between the School District, Philadelphia Court of Common Pleas Family Court, and the Department of Human Services, the Charter School shall mail to the School District's Office of Attendance and Truancy information for students with unexcused absences of any duration greater than three (3) days. The Charter School shall terminate any student from enrollment after ten (10) consecutive days of unexcused absence. The truancy program shall consider information in the Individualized Education Program (IEP) for students with special needs.

E. **Student Withdrawals, Suspensions and Expulsions.**

1. The Charter School shall adopt a Student Code of Conduct with suspension and expulsion provisions in compliance with Applicable Laws.
2. The Charter School shall provide annually, pursuant to Charter Schools Office guidelines, a list of students recommended for expulsion, the reason for such expulsion, and whether the student withdrew prior to expulsion.
3. If any student was expelled or withdrew from the Charter School as a result of an Act 26 weapons violation, pursuant to 24 P.S. § 13-1317.2, the Charter School shall provide to the School District the student's name and documentation related to the violation within two (2) business days after the student is expelled or withdraws.

**ARTICLE VII. PERSONNEL**

A. **Personnel.**

1. The Charter Board shall be responsible for hiring, firing, supervising and disciplining Charter School staff and shall be responsible for employee relations.
2. Charter School instructional professional staff, including but not limited to the Principal, teachers and other professional instructional staff shall be direct employees or direct independent contractors of the Charter School; that is, such professional instructional staff may not be employees or independent contractors of management or educational management entities, including but not limited to any entity functioning under a Management Agreement.
3. Charter School staff shall be subject to the terms and conditions of employment as established by the Charter Board, including the determination of wages, hours and other conditions of employment.
4. In accordance with Section 1714-A(h)(1) of the Charter School Law, in the event the Charter School dismisses a teacher who is on an approved leave of absence from the School District for the purpose of teaching in the Charter School, the Charter Board shall provide the School District with the following: (1) a written explanation detailing the reasons for the dismissal at the time the dismissal occurs; and (2) a copy of any public record developed at any dismissal proceeding conducted by the Charter School.

B. **Licensure and Qualifications of Staff.**

1. The Charter School shall ensure that all staff utilized in providing educational services at the Charter School have all necessary licenses, certifications and credentials required by this Charter and Applicable Laws, including without limitation the seventy-five percent (75%) certification requirement under the

Charter School Law and the one hundred percent (100%) highly-qualified teacher (“HQT”) requirement under the NCLB.

2. Personnel of the Charter School who provide special education or related services to children with disabilities shall have appropriate certification as required by Applicable Laws.
3. Personnel of the Charter School who provide services to students who are English Language Learners shall have appropriate certification as required by Applicable Laws.

**C. Background Clearance and Criminal History Checks.**

1. The Charter School shall ensure that any personnel who may have direct contact with students shall be required to submit Pennsylvania State Police and federal criminal history record information prior to being employed by the Charter School, in accordance with 24 P.S. §1-111. This provision shall also apply to individuals who volunteer to work at the Charter School on a part time or full time basis.
2. The Charter School shall ensure that all applicants for a position shall be required to submit the official clearance statement regarding child injury or abuse from the Department of Public Welfare prior to being employed by the Charter School, in accordance with 23 Pa. C.S. Ch. 63 Subch. C.2. This provision shall also apply to all others to the extent required by Applicable Law.

**ARTICLE VIII. STUDENT RECORDS**

- A. Except as limited by Applicable Law, and as required under 17-1728-A of the Charter School Law, the Charter School shall, with respect to each student enrolled in the Charter School, maintain and make available to the School District within ten (10) days after receipt of a request (which need not take the form of notice under Article XVIII., Section M. below) therefore, or such shorter period as may be provided under Applicable Law, all information required by the School District, including but not limited to: academic performance, demographic information (to the extent practicable), attendance, transfers, report cards, standardized test results, special education, truancy, disciplinary matters and health, at such times, in such reasonable format or formats, and by such reasonable means as the School District requires of its own public schools according to School District policies. If the School District requires any of such information at a time, in a format or by a means not specified in School District policy, the School District shall make a request (which in the discretion of the School District may, or may not, take the form of notice under Article XVIII., Section M. below) to the Charter School therefore, stating with reasonable specificity the information required from the Charter School, and the Charter School shall have not less than forty-five (45) days from the date of such request to comply with said request for information, or such shorter period as may be provided under Applicable Law. To enable the Charter School to accumulate, maintain and furnish such information, the School District shall give to the Charter School access to

the SCN. The School District and the Charter School each mutually covenant and agree to cooperate in a reasonable manner as to notices, timely response, expense of copying and delivering records, formats of reports and other pertinent matters, in order to facilitate timely exchange of the records and information required under this subparagraph, subject in any event to 17-1728-A of the Charter School Law.

- B. Except to the extent expressly waived by the School District and, as applicable, state or federal authorities, the Charter School shall comply with all Applicable Laws concerning the maintenance and disclosure of student records.
- C. The Charter School shall adopt a policy for the collection, maintenance, and dissemination of student records as required by 22 Pa. Code Chapter 12. Such policy shall include provisions (i) on the disposition of student records in the event the Charter School's charter is not renewed or is revoked and (ii) on the maintenance of student records after a student graduates from the Charter School. Additionally, such policy shall provide that upon transfer of a student from the Charter School to another school within the School District, the Charter School will forward such student's records expeditiously and in accordance with the School District's reasonable instructions.
- D. The Charter School shall comply with all federal student record requirements as outlined in 20 U.S.C. 1232g and the regulations promulgated there under, 34 C.F.R. Part 99 et seq. (commonly known as the Family Educational Rights and Privacy Act or "FERPA"), and in the IDEA regulations, 34 C.F.R. Part 300 et seq. The School District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled access to education records pursuant to FERPA. The Charter School, its officers and employees, shall comply with FERPA at all times.
- E. The School District will make available to the Charter School for review any existing copies of student records in its possession which pertain to any students who enroll in the Charter School, including academic records, disciplinary records, Individualized Education Programs ("IEPs") and previous standardized test scores promptly after execution of this Charter and prior to the commencement of each successive academic year. The School District shall maintain its existing records for such period as may be required under any Applicable Law or under applicable School District records retention policies, whichever is the longer, at the School District's expense. The Charter School shall ensure that the information required by the SCN is properly maintained and provided by the Charter School's staff in the manner and at the times required by the School District.
- F. Except as may be restricted or directed by Applicable Law or as may be reasonably requested by the Charter School, the School District may treat student information it receives from the Charter School pursuant to this Charter as public information.

#### **ARTICLE IX. TESTING, REPORTS AND SURVEYS**

- A. **Standardized Tests.** The Charter School shall administer all required federal and state standardized tests in compliance with all Applicable Laws. The Charter School shall

provide classroom instruction which shall include, but not be limited to, instruction on the essential knowledge and skills necessary to achieve course completion or course credit, including end of course examinations and scores on the PSSA, PASA (Pennsylvania Alternative State Assessment, and Keystone Exams, if applicable, and all other tests and exams required by Applicable Laws.

B. **Charter School Annual Reports.** By August 1<sup>st</sup> of each year, the Charter School shall submit through the Pennsylvania Department of Education website or such other means required by Pennsylvania Department of Education the Charter School's complete Annual Report completed in accordance with Applicable Laws, including but not limited to 24 P.S. §17-1728-A and 22 Pa. Code §711.6, in the form prescribed by the Secretary. The Charter School shall also, upon written request made by the School District, provide the School District with any other records necessary to properly assess the performance and operations of the Charter School under the charter school performance framework, pursuant to Charter Schools Office procedures.

C. **School District Surveys of Charter Schools.** The Charter School understands that the School District may conduct surveys of charter school teachers, students and parents/guardians as part of efforts to collect information on charter school programs. The Charter School agrees to participate in and to work cooperatively and collaboratively with the School District on such efforts.

## **ARTICLE X. ACCOUNTABILITY**

A. **Charter School Performance Framework.**

The Charter School agrees to participate in the School District's charter school performance framework and monitoring system as set forth and updated in the School District charter school policies and procedures. The charter school performance framework will include annual assessment of the charter school's academic, financial, and organizational performance. Organizational performance shall include review of the School's admissions policies and practices, discipline practices, special education programming, English Language Learner programming, and Board of Trustees governance in order to assess compliance with this agreement and relevant state and local laws and policies. Financial performance shall include review of financial health and generally accepted standards of fiscal management.

The Charter School acknowledges that achieving the performance objectives identified in the performance framework is critical to meeting the needs of students in the School District. The Charter School shall actively monitor its own progress towards achieving objectives identified in the performance framework. If the Charter School continues to fail to meet standards for academic performance, organizational compliance, and/or financial stewardship, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School.

B. **Academics.**

1. The Charter School agrees to adopt and administer the most current version of the PSSA assessments and the Keystone Exams.
2. The Charter School agrees to submit to the School District all student level data required for assessment of academic performance as part of the charter school performance framework.
3. For each year during the three (3)-year Term of this Charter, the Charter School shall seek to achieve a School Performance Profile (“SPP”) score of 70 or better, the Pennsylvania Value-Added Assessment System (“PVAAS”) growth measure, and the Average Growth Index (“AGI”) growth measure consistent with the Pennsylvania Department of Education’s Accountability System pursuant to NCLB.
4. If the Charter School achieves a ranking in the bottom two levels on the School District’s academic accountability performance system for charter schools during any year of the Term of the Charter, the School District may require that the Charter School meet certain specific student achievement targets and participate in ongoing progress reporting. If the Charter School consistently achieves a ranking in the bottom two levels on the School District’s accountability performance system for charter schools for two consecutive years during the Term of the Charter, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School.
5. To the extent that the Charter School must under the provisions of NCLB or other Applicable Law submit to any Commonwealth or federal agency an accountability plan (any such plan, an “Accountability Plan”), then, not later than the date which is thirty (30) days after the submission of said Accountability Plan to the agency requiring it, the Charter Board shall submit to the School District a true, correct and complete copy of its Accountability Plan. The Charter School is required to comply with NCLB and must submit to the School District any and all school improvement plans, corrective action plans and any other improvement plans.

C. **Charter Board Governance and Management.**

1. During the Term of the Charter, the Charter Board shall implement the provisions for publication of Board members names and the current year regular meeting dates as specified in Art. IV, Sec. K.
2. The Charter Board shall adopt policies regarding petty cash management and other internal controls, employment of relatives, admissions procedures, promotion and graduation criteria, parent and public engagement, and due process procedures for student expulsions and staff terminations.
3. The Charter Board agrees to maintain a record of its meetings and decisions consistent with the Sunshine Act and the Pennsylvania Nonprofit Law.

4. The Charter Board shall adopt policies mandating (i) that the health benefits for employees will be as comparable as possible to those of School District employees and (ii) that all employees shall be enrolled in PSERS, in accordance with 24 P.S. § 17-1724-A, or an alternative retirement plan approved by PSERS.
5. The Charter School shall provide student support services, including without limitation, counseling, health services, and behavioral interventions, consistent with the provision of an optimal learning environment as required by law.

D. **Charter School Financial Accountability.**

1. The Charter School agrees to cooperate fully with all School District audits of the Charter School.
  2. The Charter School agrees to complete an independent audit of the Charter School's financial operations by December 31 and provide annually to the School District by January 31.
  3. The Charter School agrees to complete the Preliminary Statement of Revenues, Expenditures and Fund Balances as a part of the Annual Report.
  4. The Charter School agrees to seek health services reimbursements as well as non-resident student reimbursements in a timely manner.
  5. The Charter School agrees that it shall pay to the School District, within sixty (60) days after receipt of written notice from the School District, all monies paid to the Charter School by the School District for resident and for non-resident students who (i) have left the school but who have been carried on the school rolls for longer than ten (10) days, (ii) who reside outside of Philadelphia, or (iii) who are identified on the SCN as special education students but who do not have a legally sufficient IEP or NOREP.
- E. The Charter School acknowledges and agrees that failure to meet, in all material respects, the accountability criteria specified in this Charter, in whole or in part, constitutes grounds for nonrenewal or revocation of this Charter.

**ARTICLE XI. BOOKS, RECORDS, AUDITS AND ACCESS**

- A. **Maintenance of Books and Records.** The Charter School shall keep accurate and complete books and records of all funds received hereunder in accordance with generally accepted accounting principles, government accounting standards, or in such other format and under such other generally applicable standards as may be duly designated by the Pennsylvania Department of Education and the United States Department of Education, subject to the limitations of the Charter School Law. The Charter School shall have available its records at one central location and shall maintain and preserve the records and all other documentation relating to this Charter for a period of six (6) years from the end of the Term. The Charter School shall cooperate with the School District in supplying information and or documentation based on specific issues communicated to

the Charter School in advance to the School District or its representatives, in the form and format used by the School District, when needed in order for the School District to meet its reporting obligations under Applicable Laws.

- B. **Audit.** The Charter School shall conduct an annual audit in accordance with the requirements of Article 24 of the Public School Code.
- C. **School District Access.** The Charter School shall provide ongoing access to the records and facilities of the Charter School to ensure that the Charter School is in compliance with this Charter and the Charter School Law and that requirements for testing, civil rights and student health and safety are being met. The School District reserves the right to audit the Charter School's books, records, facilities and operations.

#### ARTICLE XII. FUNDING

- A. The School District shall make monthly payments to the Charter School in accordance with the funding method described in 24 P.S. §17-1725-A. The SCN or its equivalent shall be the system of record for making monthly payments.
- B. In the event that the School District has, at any time, paid the Charter School more than the sums due under this Charter or under 24 P.S. §17-1725-A, the School District shall withhold the amount of overpayment from the subsequent monthly payment or payments to be provided to the Charter School until the School District has recovered the full amount of any such overpayment.
- C. All payment obligations by the School District hereunder shall be unsecured obligations of the School District and the Charter School shall have no lien, security interest, claim or right to any revenues, receipts, accounts or income of the School District whether paid or payable to the School District.
- D. The Charter School shall adopt procedures that comply with the "Required Financial Procedures" attached hereto as Exhibit E and incorporated as if fully set forth herein.
- E. The Charter Board shall pay to the School District an amount for each Charter School student's participation in the School District's extra-curricular activities, in accordance with a fee schedule to be established from time to time by the Parties.

#### ARTICLE XIII. TECHNOLOGY.

- A. The School District will provide all necessary software ("Technology") and training to permit the Charter School to have access to the SCN. The School District will also provide technology and training for any system implemented by the School District to replace the SCN.
- B. The Charter School shall take all necessary steps and precautions to safeguard the Technology from damage, destruction, misuse and theft, and shall maintain appropriate insurance protecting the Technology against damage, destruction, misuse and theft.

- C. The Charter School shall use the SCN or an equivalent system implemented by the School District to provide all relevant information and data for the charter school performance framework. The Charter School shall take all necessary steps to ensure that data and information shared through the SCN or its equivalent is accurate and consistent with information contained within the Charter School's own student information systems.

#### ARTICLE XIV. INSURANCE

A. **Insurance Requirements.**

1. **Insurance Requirements.**

All insurance policies required hereunder shall be maintained in full force and effect for the Term of this Charter. Each policy shall contain the provision that there is to be thirty (30) days prior written notice given to the School District in the event of cancellation, non-renewal, or material change to the insurance coverages. A Certificate of Insurance evidencing all insurance coverages as outlined below, shall be provided to the School District for review, prior to the execution of this Charter. The insurance companies indicated as the carriers on the Certificates of Insurance, shall be authorized to do business in the Commonwealth of Pennsylvania, shall have an A.M. Best rating of no less than "A:VIII," and the carriers shall be acceptable to the School District. The School District and the SRC shall be named as Additional Insureds, ATIMA, with respect to all coverages, except Workers' Compensation. The Charter School's liability insurance coverage shall be endorsed to state that its coverage will be primary to any other coverage available to the SRC and School District and its officers, employees and agents, that no act or omission of the School District will invalidate the coverage, and that the insurance company waives subrogation against the School District, and any of the School District's officers, employees and agents and the SRC and any of its members.

2. The Charter School shall maintain the following insurance policies in full force during the Term of this Charter:

(a) **Commercial General Liability:**

Commercial General Liability coverage, on an occurrence basis, including Contractual Liability, with limits not less than the following: (a) \$2,000,000 General Aggregate (including bodily injury, or property damage or both); (b) \$2,000,000 Products – Completed Operations Aggregate; (c) \$1,000,000 Per Occurrence; (d) \$1,000,000 Personal and Advertising Injury; (e) \$1,000,000 Fire Damage or Fire Legal Liability; and \$10,000 Medical Expense (any one person).

(b) **Automobile Liability:**

Automobile coverage with limits not less than the following: \$1,000,000 Combined Single Limit for bodily injury and property damage for all

owned autos and/or hired / non-owned autos.

(c) **Workers' Compensation and Employers Liability:**

- (i) Workers' Compensation coverage for its employees with limits not less than the statutory limits for the Commonwealth of Pennsylvania.
- (ii) Employer's Liability: \$500,000 Each Accident–Bodily Injury by Accident; \$500,000 Each Employee-Bodily Injury by Disease; and \$500,000 Policy Limit-Bodily Injury by Disease. Other states insurance including Pennsylvania.

(d) **Excess /Umbrella Liability:**

The Charter School shall maintain Excess / Umbrella Liability coverage in an amount not less than 5,000,000 per occurrence. The Excess/Umbrella Policy shall schedule all underlying liability coverages required under the Charter unless a separate 5,000,000 limit is maintained for Professional Liability.

(e) **Professional Liability/Educators Liability/ Malpractice/Errors and Omissions Insurance.**

Professional Liability/Educators Liability / Malpractice/Errors and Omissions Insurance with limits not less than the following: (a) \$1,000,000 General Aggregate; (b) \$1,000,000 Per Occurrence. The Charter School shall obtain a Sexual Molestation and Child Abuse Endorsement.

(f) **Directors and Officers Liability and Employment Practices Liability:**

The Charter School shall maintain Directors and Officers Liability and Employment Practices Liability Insurance in an amount not less than \$1,000,000.

3. No effect on Indemnity Obligations:

The insurance requirements set forth in this Charter are not intended and shall not be construed to modify, limit or reduce the indemnification obligations set forth below or limit the Charter School's liability to the limits of the policies of insurance required to be maintained hereunder.

## ARTICLE XV. TERMINATION

A. Termination, Nonrenewal or Revocation of Charter.

1. Revocation or Nonrenewal. The School District reserves the right to not renew this Charter at the end of the Term or to revoke this Charter at any time during the Term in accordance with 24 P.S. §17-1729-A and Applicable Laws.
  2. Mutual Written Agreement. This Charter may be terminated by mutual written agreement prior to the expiration of the Term, which agreement shall state the effective date of termination. The Charter School and the School District agree that unless the safety and health of the students and or staff is otherwise threatened, the effective date of termination by mutual agreement will be at the end of a semester or academic year.
- B. **Disposition of Assets upon Revocation or Termination:** After the disposition of any liabilities and obligations of the Charter School, any remaining assets of the Charter School shall be distributed on a proportional basis to the school entities (as defined in 24 P.S. § 17-1703-A) with students enrolled in the Charter School for the last full or partial school year of the Charter School.

## ARTICLE XVI. INDEMNIFICATION

### A. **Indemnification.**

1. The Charter School hereby agrees to indemnify and hold harmless the School District, the Board of Education, the SRC, and any governing body authorized to carry out the terms, supervise, or have any control over of this Charter, and their respective members, designees, agents, directors, employees and representatives (“the Indemnified Parties”) and, at the option of the School District, defend by counsel approved by the School District in its sole discretion (provided that the cost to the Charter School of such School District counsel shall not exceed the rates then generally paid by the School District to its outside counsel handling comparable matters on behalf of the School District) from and against any and all claims, liabilities, demands, costs, charges, liens, expenses, actions, causes of action, lawsuits, administrative proceedings, (including informal proceedings), investigations, audits, demands, assessments, adjustments, settlement payments, deficiencies, penalties, fines, interests, judgments and or executions, (including without limitation reasonable expenses of investigation, legal fees, and court costs) past and present, known, and unknown, suspected or unsuspected, asserted, or unasserted, in contract, tort, statutory, constitutional, equity or common law, whether or not ascertainable at the time of the execution of this Charter which arise out of the willful or negligent act or omission of the Charter Board, the Charter School or any member, officer, director, employee or agent thereof, or out of any misfeasance, malfeasance or nonfeasance of the Charter School, the Charter Board or its or their members, officers, directors, employees or agents.
2. The Charter School, for itself, the Charter Board, and the Charter School’s members, officers, directors, employees and agents, hereby irrevocably waives and releases any right of or claim for contribution or in recoupment from the SRC

or the School District with respect to any claims, liabilities, demands, etc. covered by subparagraph XVI.A.1 above.

3. The Charter School agrees that the indemnification obligation in this Charter shall survive any termination, expiration or revocation of this Charter.
  4. The Parties agree to cooperate fully with one another in responding to any allegation, claim, lawsuit, administrative action, investigation, audit or demand arising out of this Charter. This obligation shall survive the termination of this Charter and revocation of the Charter. The Charter School and School District agree to notify one another if either Party receives notice of such a matter by providing a copy of the relevant document to the other Party.
- B. School District Statutory Immunity. Any other provision of this Charter to the contrary notwithstanding, the School District, its officers, employees and agents and the members of the School Reform Commission and the Board of Education retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, including under 42 Pa. C.S.A. §§ 8501 and 8541 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or for its officers, employees, agents and the members of the School Reform Commission and Board of Education any other defenses or immunities available to it or any of them.

## ARTICLE XVII.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

- A. **Certification.** By signing this Charter, in addition to binding itself to the terms and conditions of this Charter, the Charter Board and the Charter School hereby certify for themselves, their principals and including, without limitation, their affiliates, if any, that none of them are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing services under any contract, bid, request for proposals or other governmental contracting opportunity by any federal government department, agency or instrumentality, or any Commonwealth of Pennsylvania department, agency or instrumentality, including any other School District in the Commonwealth of Pennsylvania, or by The City of Philadelphia.
- B. **Notices.** In the event the Charter School is unable to certify to any of the statements in the above certification, the Charter School shall provide **an immediate written explanation** to the School District representative named in Article XVIII, Paragraph M (Notices) of this Charter. The Charter School shall provide **immediate written notice** to the School District representative named in Article XVIII, Paragraph M of this Charter if at any time, during the Term of this Charter, the Charter School learns that the above certification was erroneous when the Charter School signed this Charter or subsequently became erroneous by reason of changed circumstances.

- C. **Reimbursement of Costs.** If the Charter School is unable to certify to any statements in the above certification, or has falsely certified, then in that event the Charter School shall reimburse the School District for any and all reasonable costs incurred by the School District as a result of any investigation by the School District, the federal government or the Commonwealth of Pennsylvania concerning the Charter School's compliance with the terms and conditions of this Charter that results in the debarment or suspension of the Charter School.
- D. **Survival.** This Article XVII shall survive termination of this Charter.

#### **ARTICLE XVIII. MISCELLANEOUS**

- A. **Applicable Law.** This Charter shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania notwithstanding any conflict-of-law doctrines of said jurisdiction to the contrary and without aid of any canon, custom or rule of law requiring construction against the draftsman.
- B. **No Waiver.** No waiver of any provision of this Charter shall be construed to be a waiver of any breach of any other provision and no delay in acting with any regard to any breach of any provision shall be construed to be a waiver of any such breach.
- C. **Venue.** The Charter School and the School District agree that with respect to any suit, claim, action or proceeding relating to this Charter, other than a proceeding involving the State Charter School Appeal Board (24 P.S. § 17-1703-A), each irrevocably submits to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Court sitting in Philadelphia, Pennsylvania. With respect to any suit, action or proceeding related to this Charter, the Charter School (i) waives any objection it may have to the laying of venue in such proceeding brought in any such court; (ii) waives any claim that such proceeding has been brought in an inconvenient forum and (iii) further waives the right to object with respect to such proceeding that such court does not have jurisdiction over the Charter School.
- D. **Assignment.** This Charter may not be transferred or assigned by the Charter School.
- E. **Illegal Activities/Conflict of Interest.** Neither the Charter School nor the Charter Board shall share with or pay to any School District official or employee, and no School District official or employee shall accept, any portion of the funding to the Charter School paid by the School District in connection with this Charter, or any other payment of whatever kind from the School District, except in accordance with the law and School District policy. The Charter School shall disclose to the School District the name(s) of any School District official or employee sharing in the compensation or fee, or otherwise receiving payment of whatever kind with funds received from the School District. Any fees or compensation shared by the Charter School and a School District officer or employee in violation of the law or School District policy shall be recoverable from the Charter School as damages. The Charter School, its staff and members of the Charter Board shall not at any time accept or receive any form of payment, fee, compensation or

benefit of any kind whatsoever, including but not limited to, referral or finder's fees, goods or services offered by hospitals, physicians, psychologists or any other healthcare provider for a recommendation or referral of a student to another agency or healthcare provider. The Charter Board and the Charter School hereby represent and warrant that there is no conflict of interest between any other contracts or any other employment or work and its rights and duties under this Charter. The Charter School shall advise the School District if such a conflict of interest arises during the Term of this Charter.

- F. **Public Official and Employee Ethics Act.** The Charter School acknowledges that all Charter School trustees and administrators must comply with the Public Official and Employee Ethics Act and that all Charter School trustees and administrators shall submit their completed Statement of Financial Interests forms by May 1<sup>st</sup> to the Charter School, with copies to the School District.
- G. **No Third Party Beneficiary Rights.** No third party, whether a constituent of the School District or otherwise, may enforce or rely upon any obligation of or the exercise of or the failure to exercise any right of the School District or the Charter School in this Charter. This Charter is not intended to create any rights of a third party beneficiary; except, however, the SRC and its respective members are intended beneficiaries of the indemnification provisions, sovereign, governmental and official immunity, as each may apply, and limitation of liability provisions of this Charter.
- H. **No Personal Recourse.**
1. Any other provision of this Charter or any Addendum or Exhibit to the contrary notwithstanding, the SRC and the School District retain their respective statutory immunity as provided pursuant to the laws of the Commonwealth of Pennsylvania, 42 Pa. C. S. A. §§8501 and 8541. The Charter School acknowledges that the School District is a local agency, as defined in 42 Pa. C. S. A. §§8501 and 8541 and that the School District does not waive its defense of statutory immunity derived therefrom.
  2. No personal recourse shall be had for any claim based on this Charter against any member, official, officer, director, employee or agent, past, present or future of the SRC, Board of Education, the School District or any successor body as such, under any constitutional provision, statute, rule or law or by enforcement of any assessment or penalty or otherwise.
- I. **Appendices and Exhibits.** The parties agree to the terms and conditions of this Charter and the Exhibits that are attached hereto and incorporated herein by reference.
- J. **Entire Agreement and Modification.** This Charter supersedes all negotiations and all prior agreements, oral or written, between the Parties and their respective representatives and constitutes the entire agreement between the Parties with respect to the matters set forth herein. This Charter may not be amended, modified, supplemented or changed in any respect except by written agreement duly executed and signed by all Parties to this Charter. The recitals set forth in this Charter are hereby incorporated by reference.

- K. **Severability**. The terms of this Charter are severable. In the event of the unenforceability or invalidity of any one of more of the terms, covenants, conditions or provisions of this Charter under federal state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision hereunder unenforceable or invalid.
- L. **Force Majeure**. Neither party shall be liable if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impractical or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence or without unusual expense.
- M. **Notices**. When notices are required under this Charter, they shall be sent by: (a) registered mail or certified mail, return receipt requested; (b) hand delivery; (c) nationally recognized overnight courier service, or (d) facsimile with an original copy delivered by one of methods specified in (a) – (c) above, to the parties at the address set forth below. All notices shall be effective upon receipt, facsimile notice as evidenced by the confirmation thereof provided by the transmitter's machine. All notices shall be addressed as follows:

To the School District:	Charter Schools Office The School District of Philadelphia 440 North Broad Street, 1 <sup>st</sup> Floor Philadelphia, PA 19130
With a courtesy copy to	School Reform Commission The School District of Philadelphia 440 North Broad Street, 1 <sup>st</sup> Floor Philadelphia, PA 19130 Attn: Chair
With a required copy to:	Office of General Counsel The School District of Philadelphia 440 North Broad Street, Suite 313 Philadelphia, PA 19130 Attn: General Counsel
To the Charter School:	Mathematics, Science and Technology Community Charter School II c/o MaST 1800 Byberry Road Philadelphia, PA 19116 Attn: Chief Executive Officer
With a required copy to:	Latsha, Davis, and McKenna, P.C. 350 Eagleview Blvd, Suite 100 Exton, PA 19341 Attn: Kevin McKenna, Esquire

Each party hereto may change one or more of the addresses set forth above for receipt of notices under this Charter, by notice to the other party delivered in the manner set forth in this Section XVIII.M.

- N. **Survival.** Any and all agreements set forth in this Charter which by its or their nature, would reasonably be performed after termination of this Charter, shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Charter shall survive any termination of this Charter.
- O. **Headings.** The headings of the provisions and paragraphs contained herein are intended for convenience of reference only and in no way define, limit or describe the scope or intent of this Charter, nor in any way affect the interpretation of this Charter.

P. **Counterparts.** This Charter may be executed in counterparts, each of which shall be deemed an original and shall have full force and effect as an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have executed this Charter the day and year first written above.

THE SCHOOL DISTRICT OF  
PHILADELPHIA

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marjorie Neff  
Chair, School Reform Commission

\_\_\_\_\_  
Assistant General Counsel

MATHEMATICS, SCIENCE AND TECHNOLOGY  
COMMUNITY CHARTER SCHOOL II

ATTEST:

By: \_\_\_\_\_  
Chair  
Board of Trustees

\_\_\_\_\_  
Secretary  
Board of Trustees

## TABLE OF EXHIBITS

- Exhibit A - SRC Resolution No. SRC-\_\_\_\_, dated \_\_\_\_\_, 2015
- Exhibit B - Required Management Organization of the Board of Trustees and Requirement for Bylaws
- Exhibit C - Statement of Assurances
- Exhibit C-1 - Provision of Special Education Services to Charter School Student Guidelines
- Exhibit D - Current Charter School Records
- Exhibit E - Required Financial Procedures

**EXHIBIT A**

**[SRC RESOLUTION]**

**EXHIBIT B**

**REQUIRED MANAGEMENT ORGANIZATION  
OF  
THE BOARD OF TRUSTEES  
AND  
REQUIREMENTS FOR BYLAWS**

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**An affirmative vote of a majority of the members of the Board of Trustees of the Charter School, duly recorded, (“Board of Trustees” or “Board”) showing how each member voted, shall be used in order to take action on the following subjects:**

- \* School calendar (must include two (2) hours, thirty (30) minutes, each day of the school term, in kindergarten, one hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction in grades 1-6 or nine hundred ninety (990) hours of instruction in grades 7-12. School cannot be kept open for students or staff for instruction on Sundays, Fourth of July, Memorial Day or Christmas).
- \* Adopting textbooks.
- \* Appointing or dismissing charter school administrators.
- \* Adopting the annual budget.
- \* Purchasing or selling of land.
- \* Locating new buildings or changing the location.
- \* Creating or increasing any indebtedness.
- \* Adopting courses of study.
- \* Designating depositories for school funds.
- \* Fixing salaries or compensation of administrators, teachers, or other employees of the charter school.
- \* Entering into contracts with and making appropriations to an intermediate unit, school district or Area Vocational/Technical School for the charter’s proportionate share of the cost of services provided or to be provided by the foregoing entities.

**Requirements for the bylaws:**

1. The bylaws must contain a provision for “failure to organize or neglect of duty.” Specifically, the bylaws must outline a removal procedure for the failure of a board member to perform his or her duties as outlined in the Charter School Law.
2. No board member shall as a private person engage in any business transaction with the charter school of which he or she is a trustee, be employed in any capacity by the charter school of which he or she is a trustee, or receive from such charter school any pay for services rendered to the charter school.
3. A charter school board of trustees shall have a designated treasurer who shall receive all funds including local, state and federal funds and privately donated funds. The treasurer shall also make payments out of the same on proper orders approved by the board of trustees, signed by the president or vice-president of the board. The treasurer may pay out such funds on orders which have been properly signed without the approval of the board first having been secured for the payment of amounts owing under any contracts which shall previously have been approved by the board, and by which prompt payment the charter will receive discount or other advantage. The charter school board of trustees may delegate by resolution the duties and responsibilities of treasurer in this paragraph to the charter school’s third-party business manager or financial manager.
4. Procedures for dismissal of an employee must be contained in the bylaws.

## EXHIBIT C

### STATEMENT OF ASSURANCES

#### The School District of Philadelphia

#### Statement of Assurances for Charter Schools With Charters Commencing July 1, 2013

By duly authorized signature below, Mathematics, Science and Technology Community Charter School II ("Charter School") hereby agrees to the following terms and conditions in connection with its Charter and acknowledges and understands that any material deviation from any of these terms and conditions is cause for revocation or nonrenewal of its Charter during the Term of such Charter:

- 1) The Charter School shall comply with all applicable federal, state and local laws.
- 2) The Charter School shall be nonsectarian in all operations.
- 3) The Board of Trustees of the Charter School ("Charter Board") shall be authorized to sign a written Charter with the School District of Philadelphia ("School District"). The Charter School shall submit to the School District the formal resolution adopted by the Charter Board.
- 4) The Charter School shall provide a minimum of two (2) hours, thirty (30) minutes, each day of the school term, in kindergarten, one hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction in grades 1-6 or nine hundred ninety (990) hours of instruction in grades 7-12.
- 5) Prior to employing any individual or engaging any contractor and contractor's employees who shall have direct contact with students, the Charter School shall ensure that criminal history and child abuse/injury records are obtained and reviewed in compliance with §1-111 of the Public School Code and 23 Pa. C.S.A. subchapter C2, regarding background checks.
- 6) The Charter School shall provide the School District with access to records pertinent to this agreement and facilities to ensure that the Charter School is in compliance with its written Charter.
- 7) The Charter School shall utilize a management structure that is consistent with Exhibit B to the Charter, entitled: ***Required Management Organization of the Board of Trustees and Requirements for Bylaws.***
- 8) The Charter School shall enroll and disenroll each student using the School District's School Computer Network.
- 9) The Charter School agrees to adopt and administer the most current version of the PSSA assessments and the Keystone Exams.

- 10) For each year during the three (3)-year Term of this Charter, the Charter School shall seek to achieve a School Performance Profile (“SPP”) score of 70 or better, the Pennsylvania Value-Added Assessment System (“PVAAS”) growth measure, and the Average Growth Index (“AGI”) growth measure consistent with the Pennsylvania Department of Education’s Accountability System pursuant to NCLB.
- 11) If the Charter School achieves a ranking in the bottom two levels on the School District’s accountability performance system for charter schools during any year of the Term of the Charter, the School District may require that the Charter School meet certain specific student achievement targets and participate in ongoing progress reporting. If the Charter School consistently achieves a ranking in the bottom two levels on the School District’s accountability performance system for charter schools for two consecutive years during the Term of the Charter, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School.
- 12) The Charter School shall adopt an admissions policy in accordance with the Charter School Law Sections 1723-A and 1730-A. In the event of a surplus of applicants, the Charter School immediately shall notify the School District if it intends to conduct an admissions “lottery” so that the School District may place an observer at the Charter School to monitor such a lottery. The Charter School shall develop an equitable waiting list policy.
- 13) The Charter School shall submit the following legal documentation to the School District on or before March 31, 2016:
  - a) A copy of a signed lease or recorded deed for each facility serving the Charter School’s students.
  - b) Evidence that the Charter School itself has been organized as a public nonprofit corporation in accordance with Section 1714-A of the Charter School Law and is exempt from federal taxes under Section 501(c)(3) of the Internal Revenue Code.
  - c) Valid occupancy certificates for each facility serving the Charter School’s students.
  - d) Fire and health and safety regulation compliance as set forth by the City of Philadelphia.
  - e) Signed affidavit indicating that a sufficient staff with complete and appropriate criminal and child abuse records checks have been hired to serve the actual enrollment of the Charter School; and
  - f) Evidence that the Charter School has obtained the insurance coverages required by the Charter.
- 14) The Charter School shall comply with the *Provision of Special Education Services to Charter School Students: Guidelines*, attached hereto as Exhibit C-1 and made a part hereof.
- 15) The Charter School shall adopt detailed procedures for suspension and expulsion that comply with the Public School Code, including providing every student with due process.
- 16) The Charter School shall meet the legal, professional and ethical standards and applicable laws for maintaining school records and confidential student records, and for disseminating information.
- 17) The Charter School shall follow State child accounting procedures (24 PS § 13-1332).

- 18) If the Charter School plans to offer food services, the Charter Shall follow all federal, state and local regulations for student participation.
- 19) The Charter School shall adopt a plan for providing school health services that complies with Article XIV of the Public School Code and shall maintain student health and immunization records in compliance with applicable law.
- 20) The Charter School's insurance coverage plans, including general and excess liability, professional and educators liability, workers' compensation and employers liability, property, and director's and officer's liability coverage is in compliance with Section 1724-A of the Charter School Law. The Charter School shall offer a health benefits package as comparable as possible to the local school district's package as required in Section 1724-A of the Charter School Law.
- 21) The Charter School shall develop a purchasing procedure that addresses a competitive way to purchase goods and services and shall have appropriate board oversight of all spending in the Charter School's bylaws.
- 22) The Charter School shall follow the financial procedures outlined in Exhibit E to the Charter, entitled: ***Required Financial Procedures***.
- 23) The Charter School shall have a plan for regular financial reviews and audits in accordance with Section 1719-A of the Charter School Law. The Charter School shall submit annual reports to the Pennsylvania Department of Education and to the School District by August 1<sup>st</sup> of every year.
- 24) The Charter School shall provide copies of any amendments to the Charter School's Articles of Incorporation or Bylaws to the School District within thirty (30) days after such amendments have been approved by the Charter Board.



6/18/15  
Date

Chair, Board of Trustees

## EXHIBIT C-1

### The School District of Philadelphia Provision of Special Education Services to Charter School Students Guidelines

The following duties shall apply to charter schools:

- 1) Each charter school is responsible for providing a free appropriate public education to students with disabilities enrolled in that charter school who have been determined by an Individualized Education Program (IEP) team to require specially designed instruction. The cost of implementing the specially designed instruction shall be borne by the Charter School. Students provided such services by the Charter School and with a valid NOREP, ER and IEP shall be considered eligible for additional special education payment to the Charter School. Charter schools are required to input relevant data to the School Computer Network (valid dates of NOREP, ER and IEP) and submit the first page of the IEP to the School District. Assuming valid NOREP and ER, payments are effective as of the date listed on the IEP.
- 2) Each charter school must ensure full compliance with the Individuals with Disabilities Education Act (IDEA). This includes, but is not limited to child find, identification, and procedural safeguards, including: access to records, appointment of surrogate parents, notice, opportunity for mediation of disputes, the right to a due process hearing, and assurance of the Free and Appropriate Public Education (FAPE).
- 3) Each charter school must ensure that students who are suspected of having disabilities are properly evaluated and re-evaluated at established intervals required by IDEA, using culture-fair, non-biased assessment tools, by properly certified personnel, adhering to required timelines, and providing required notification to parents.
- 4) When a student enrolled in a charter school presents a valid and current IEP, and/or the charter school IEP team determines that a student with disabilities requires specially designed instruction, the charter school must ensure that the IEP is implemented in accordance with the IDEA, and reviewed at least annually.
- 5) Charter schools must maintain the confidentiality of personally identifiable information regarding students with disabilities as per the Family Educational Rights and Privacy Act (FERPA) and IDEA.
- 6) The charter school is responsible for providing the names of all students eligible for special education services provided by the charter school along with all other data required for the federal child count. This data is to be submitted electronically through the District's School Computer Network (SCN) no later than November 30 of each year.

- 7) Continuation of the additional special education payment is contingent on the Charter School maintaining current and valid IEP, NOREP and ER documentation. As stated in Section 1728-A of the Charter School Law, the Charter School shall provide to the School District “ongoing access to records and facilities of the Charter School to ensure that the Charter School is in compliance with its charter and this Act and that requirements for testing, civil rights, and student health and safety are being met.”
- 8) Verification of students’ eligibility for the additional special education funding shall be based on the Charter School’s performance of all necessary procedures relative to the evaluation and re-evaluation for special education services in accordance with the timelines and criteria specified by law and as allowable by law.

## EXHIBIT D

### CURRENT CHARTER SCHOOL RECORDS

Every charter school must maintain the following records (“Current Charter School Records”) on-site at the charter school’s facility and make such Current Charter School records available for inspection by the School District:

1. Up-to-date Clearances for Every Employee and Volunteer of the Charter School:
  - Child Abuse Clearances
  - Criminal Record Checks by the Pennsylvania State Police and FBI
2. Student Immunization Records
3. Home Language Survey Results
4. Parent/Student Handbook
5. Statements of Financial Interests for Members of the Charter Board of Trustees and for all administrators (due May 1 of each year)
6. Posted Charter Board of Trustees Meeting Dates, Times and Locations
7. Charter Board of Trustees Meeting Minutes
8. Charter School Bylaws
9. Charter Enrollment Forms for all students enrolled in the Charter School as of the date of enrollment.

## EXHIBIT E

### REQUIRED FINANCIAL PROCEDURES

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The treasurer of the charter shall deposit the funds belonging to the charter school in a depository approved by the board and shall at the end of each month make a report to the charter board of trustees of the amount of funds received and disbursed by him or her during the month. All deposits of charter school funds by the charter treasurer shall be made in the name of the charter school. The charter school board of trustees may delegate by resolution the duties and responsibilities of treasurer in this paragraph to the charter school's third-party business manager or financial manager.

The board of trustees of a charter school shall invest charter school funds consistent with sound business practice. Authorized types of investments for charter schools shall be:

- \* United States Treasury bills
- \* Short-term obligations of the United States Government or its agencies or instrumentalities
- \* Deposits in savings accounts or time deposits or share account of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided bylaw therefor shall be pledged by the depository.
- \* Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania and any of its agencies or instrumentalities backed by the full faith of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania of any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.
- \* Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat. 789, 15 U.S.C. § 80a-1 *et seq.*) as defined in 24 P.S. § 4-440.1 of the Public School Code.

**NOTE: All investments shall be subject to the standards set forth in 24 P.S. § 4-440.1 of the Pennsylvania Public School Code.**

An annual school audit shall be conducted according to the requirements of Article 24 of the Public School Code of 1949 as amended. Charter school boards of trustees shall follow requirements set forth for school boards in this section.

Date: October 5, 2015 at 4:48:36 PM EDT

From: "Reamer, Megan" [REDACTED]

To: jswoyer [REDACTED]

Cc: Suzanne Bowman [REDACTED]

, Seth Kaplan

[REDACTED] Maureen Scipione

Subject: Re: Grant submission

Hi John,

Thanks for sending along the grant application. I did receive it, and I believe that I will be able to view it once I update Adobe.

-Megan

--

Megan Reamer  
Program Manager  
Charter Schools Office

School District of Philadelphia

440 N. Broad Street

Philadelphia, PA 19130

Tel: [REDACTED]

Fax: 215-400-4091

mreamer@philasd.org

## Budget Narrative File(s)

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\* **Mandatory Budget Narrative Filename:**

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To add more Budget Narrative attachments, please use the attachment buttons below.

## **Budget Narrative**

MaST II (official name will be changed once the school location is decided for the permanent years) will be a K-12 charter school (starting the first three years as K-5 and growing to K-12) that will focus on providing a STREAM (Science, Technology, Robotics, Engineering, Arts, and Math) curriculum to all students in Philadelphia. The school will be an open enrollment across the city replicating an existing successful charter model that currently has a wait list over 7,000 students. This school will promote a diverse community of learners and focus on providing increased academic opportunities to minorities, low income, ELL, and special education students.

The budget is aligned to the reader of the application who will see development in the following key areas that are a focal point of our instructional program. MaST II, as a new school, will utilize these dollars as a way of structuring core values across the K-12 platform. These funds will help to capture these values and differentiate programs allowing us to focus on supporting underprivileged families, minorities, ELL, and special education students. The location of our replication is below Cottman Avenue in Philadelphia, which was a requirement of our authorizer, The School District of Philadelphia. The reason is that the general population in Philadelphia is low-income, but the areas below Cottman Avenue provide the school the best chance to serve disadvantaged families with a high quality education. MaST I currently has the highest demand of any charter school in Philadelphia and we expect the demand and expectations of MaST II to be even higher. Unfortunately, funding in recent years

has decreased per student. This grant will allow MaST II to establish an innovative, baseline replication of its first school over the first few years where funding will be very limited. The materials and resources that we are requesting through this application will focus on key areas that are relative to startup funding. We tried to be thoughtful in our analysis, understanding that our year-to-year needs may change, but our foundational needs will maintain the core values and operational functionality consistent with a starting school. Philadelphia has become one of the poorest cities in the United States. Last year was the first time Philadelphia approved new (non-renaissance) charter schools into the Philadelphia educational system in seven years. MaST II was chosen as one of five approved out of 39 applications. We recognize this revitalization begins with a strong educational placement, and MaST intends to put every dollar towards serving children in an innovative program that will create direction and provide stability to their lives.

### **Year 1 - 2016-2017 - First Operational**

MaST II intends to open its first year at a location in the lower Northeast part of Philadelphia, currently one of the most diverse areas in the city of Philadelphia. When applying for the charter last spring, we had over 2700 pre-enrollments for the charter school before it was even approved. In three days

with our application being open since October 1st, we have 1,285 applications. The process is open until January 30th this year and we anticipate those numbers being even higher. MaST II is one of the most anticipated openings in the city of Philadelphia, and we haven't even advertised it fully yet because we want to confirm our location. This is true demand and thus these funds are not only throughout, they are pertinent to us getting off the ground in a meaningful way. Philadelphia just started a supply funds for schools because the city schools have become so poor and our projections in this budget are built around the idea of creating an environment that provides underprivileged children, the resources that should be available for every child. Our hope is that the School District of Philadelphia, along with the state of PA, will continue to recognize the important work that charters like MaST provide and find ways to grow success in the future. Year one funds are primarily for the opening year of the school and are providing initial resources for K-3, 400 students.

**Year 1 - 2016-2017 - 1st Year of Operation**

<i><b>Personnel</b></i>	
<i><u>Amount</u></i>	<i><u>Description</u></i>
<div style="background-color: black; width: 100px; height: 20px; margin: 0 auto;"></div>	<p><i>These dollars would be used to provide screening services for all incoming Kindergarten children entering MaST II in year 1. We would contract services from our flagship school with a service agreement to provide these services by experienced support staff and teachers. These are mandatory screenings that will help to evaluate and provide the proper support to all children</i></p>

	coming into the school. We are budgeting based on 100 entering Kindergarten students at [REDACTED] per student.
[REDACTED]	<b>Cost</b>
<b>Equipment: Classrooms</b>	
<u>Amount</u>	<u>Description</u>
\$2,000.00	5 tables per class for Kindergarten for 4 classes- \$100 each
\$60,000.00	25 student desks per class for 12 classes- \$200 each  1st grade= 100 2nd grade= 100 3rd grade= 100
\$10,000.00	25 chairs per class for 16 classes- \$25 each k= 100 1st grade= 100 2nd grade= 100 3rd grade= 100
\$4,500.00	18 teacher desks- \$250
\$4,320.00	18 teacher chairs-\$240
\$8,100.00	18 tower/cabinets (teacher storage)- \$450
\$3,200.00	2 tables per class for 16 classes (centers/sm. grp instruction)- \$100 k= 8 1st grade= 8 2nd grade= 8 3rd grade= 8
\$3,200.00	SMART wall paint for 672 sq ft.- \$99/21 sq. ft
\$2,000.00	Gym Equipment
<b>\$97,320.00</b>	<b>Cost</b>
<b>Equipment: Technology - Classroom Instruction</b>	
<u>Amount</u>	<u>Description</u>
\$24,000.00	80 Handheld devices for classroom use

	to drive instruction (iPads): \$300  Kindergarten = 20 1st grade= 20 2nd grade= 20 3rd grade= 20
\$3,200.00	4 Classroom carts to store, charge and secure the iPads:\$800
\$8,500.00	11 inch Google Chromebooks for classroom use to support and drive instruction in classroom centers: \$400 Kindergarten & 1st grade= 25 2nd & 3rd grade= 25
\$2,800.00	2 Classroom carts to store, charge and secure the Chromebooks: \$1,400
\$4,800.00	16 Projectors: \$300
	16 mounting Bars for the projectors
\$4,320.00	16 ELMO Projectors: \$270
\$19,200.00	24 Laptops for staff: \$800 Classroom teachers- 16 Specialist teachers- 3 Special Ed teachers- 3 Reading Specialist- 1 Counselor- 1
\$1,000.00	Speaker/Sound System for the Multipurpose room
\$67,820.00	<b>Cost</b>
<b>Equipment: Administration/Front Office Furniture/Non-Instructional</b>	
<u>Amount</u>	<u>Description</u>
\$8,000.00	8 Desks:\$1000 Principal, Special Ed Coordinator, Counselor, Nurse, (2) Administrative assistant/Front Office, Reading and Math Specialists
\$1,920.00	8 Chairs: \$240 Principal, Special Ed Coordinator, Counselor, Nurse, (2) Administrative assistant, Reading and Math Specialists

<b>\$9,920.00</b>	<b>Cost</b>
<b>Equipment: Staff Lounge</b>	
<u>Amount</u>	<u>Description</u>
\$500.00	1 Tables: \$500
\$680.00	8 Chairs: \$85
\$2,700.00	Canon imageCLASS® MF7470 Monochrome Digital Laser Multifunction Copier
<b>\$3,880.00</b>	<b>Cost</b>
<b>Other: Curriculum/Instruction</b>	
<u>Amount</u>	<u>Description</u>
\$6,500.00	Read 180
\$25,000.00	Study Island
\$1,350.00	Brainpop/Brainpop Jr.
\$10,000.00	LEGO Program Materials/Professional Development for Teachers
\$42,850.00	<b>Cost</b>
<b>\$241,790.00</b>	<b>TOTAL Year 1</b>

**Year 2 - 2017-2018 - 2nd Year of Operation**

MaST II anticipates to be at 500 students for year 2 of operation. We already have 3 times the amount of pre-enrollments at this time and we haven't opened yet. The budget for day-to-day begins to rely on state funding and per pupil subsidy as we move along, but this grant money is desperately needed to establish supports and to build out our school infrastructure. As we are adding 100 students to the 400 students, our needs are based on a growing population in year 2. We also want to replicate the amount of resources with an emphasis on every student having access to a device in the classroom.

<b>Personnel</b>	
<u>Amount</u>	<u>Description</u>
██████████	Technology support, setup, maintenance, training
██████████	One-time additional support pay for teachers for (After school/provide students an opportunity for additional academic support to close the academic achievement gap) - covers start of additional Extra-curricular programs
██████████	Pacific Interpreters Contract to support accurate communication with non-English speaking families
██████████	<b>Cost</b>
<b>Equipment: Cafeteria</b>	
<u>Amount</u>	<u>Description</u>
\$22,500.00	Lunch tables (15)= \$1,500
<b>\$22,500.00</b>	<b>Cost</b>
<b>Equipment: Classrooms</b>	
<u>Amount</u>	<u>Description</u>
\$20,000.00	100 Student desks= \$200 Grade 4
\$2,500.00	100 Student chairs= \$25 Grade 4
\$1,250.00	5 Teacher desks= \$250 4 Fourth grade teachers 1 Special Ed teacher
\$2,250.00	5 Teacher Tower/cabinets= \$450 4 Fourth grade teachers 1 Special Ed teacher
\$1,200.00	5 Teacher chairs= \$240 4 Fourth grade teachers 1 Special Ed teacher
\$800.00	2 Tables per class for 4 classrooms (centers/small group instruction)= \$100
\$800.00	8 chairs per class for 4 classrooms (centers/small

	group instruction)= \$25
<b>\$28,800.00</b>	<b>Cost</b>
<b>Equipment: Technology- Classroom Instruction</b>	
<u>Amount</u>	<u>Description</u>
\$1,500.00	10 Handheld translator for ESOL students: Franklin Speaking Global EST-7014= \$150
\$15,000.00	Handheld devices for classroom use to drive instruction (iPads): \$300 4th grade= 50
\$1,600.00	2 Classroom carts to store, charge and secure the iPads:\$800
\$20,000.00	11 inch Google Chromebooks for classroom use to support and drive instruction in classroom centers: \$400 4th grade=50
\$400.00	4 Ceiling mounts for projector= \$100
\$1,200.00	4 Projectors= \$300
\$1,080.00	4 ELMO projectors= \$270
\$4,000.00	5 Laptops for staff (New 4th grade staff): \$800 Classroom teachers- 4 Special Ed teachers- 1
<b>\$44,780.00</b>	<b>Cost</b>
<b>Equipment: Library</b>	
<u>Amount</u>	<u>Description</u>
\$40,000.00	Books, Materials, Resources
\$1,500.00	Desktop Computer for Librarian
\$500.00	Desk for Librarian 500
\$480.00	2 Chairs for Librarians= \$240
\$650.00	Canon imageCLASS® Monochrome Laser All-In-One Printer, Copier, Scanner, Fax, D1350
\$6,000.00	20 Handheld devices for classroom use to drive instruction (iPads): \$300
\$800.00	Short-Throw Projector for Library Floor= \$1500
\$1,500.00	Mounting Bar for Projector= \$100
\$10,000.00	20 Student Desktop Computers= \$500

<b>\$61,430.00</b>	<b>Cost</b>
<b><i>Classroom curriculum supplies/Office Supplies</i></b>	
<u>Amount</u>	<u>Description</u>
\$5,000.00	<i>Music: Instruments, resources, supplies</i>
\$500.00	<i>Art: Markers, Pencils, Paint, and general supplies</i>
\$17,000.00	<i>Science: Kits, equipment, materials</i>
\$6,000.00	<i>20 Bulletin Boards= \$300</i>
\$1,000.00	<i>Bulletin Board Paper</i>
\$1,000.00	<i>Bulletin Board Paper Storage Racks (2)= \$500</i>
\$3,000.00	<i>Copy/printing Paper</i>
\$5,000.00	<i>General Supplies:staplers, paper clips, Pens, pencils...</i>
\$3,000.00	<i>Ink for copiers/printers</i>
\$2,000.00	<i>Laminator</i>
<b>\$43,500.00</b>	<b>Cost</b>
<b>\$252,010.00</b>	<b>Total Year 2</b>

### **Year 3 - 2018-2019 - 3rd Year of Operation**

MaST II anticipates to be at 600 students for year 3 of operation. We were approved for the first 3 years with a renewal period this year that then allows us to replicate the full K-12 model over 7 years. In year 4, we are granted the ability to grow by 200 students, adding grades 6 and 9, so this year will be a transition to prepare for additional growth. The budget for day-to-day continues to rely on state funding and per pupil subsidy, but we anticipate a growing need for academic supports and development of areas such as an innovative learning playground to balance the learning environment with a creative learning process.

Our wait list at MaST I has grown to 7,000 students by thinking outside of the box and a playground allows a natural release of stress and allows students to think about learning differently. Our playground here will be no different and serve upwards of 600 students as we move into the future. We are also ultra-focused on serving the most needed populations, so we are gearing up with resources and access to programs like Rosetta Stone to help connect our community as a diverse, yet united group. Our school team will also develop a strategy to include our parent community in the strategic planning and we want them to understand the goals for their children in our learning community. These resources will help us stabilize and grow with our students as our program is still being developed.

<b>Personnel</b>	
<u>Amount</u>	<u>Description</u>
██████████	Technology Support: Setup, Implementation, maintenance
██████████	Additional pay for teachers for (After school/provide students an opportunity for additional academic support to close the academic achievement gap)
██████████	Pacific Interpreters Contract to support accurate communication with non-English speaking families
██████████	<b>Cost</b>
<b>Equipment: Classroom</b>	
<u>Amount</u>	<u>Description</u>
\$20,000.00	100 Student desks= \$200 Grade 5
\$2,500.00	100 Student chairs= \$25 Grade 5
\$1,250.00	5 Teacher desks= \$250

	4 Fifth grade teachers 1 Special Ed teacher
\$2,250.00	5 Teacher Tower/cabinets= \$450 4 Fifth grade teachers 1 Special Ed teacher
\$1,200.00	5 Teacher chairs= \$240 4 Fifth grade teachers 1 Special Ed teacher
\$800.00	2 Tables per class for 4 classrooms (5th grade) (centers/small group instruction)= \$100
\$800.00	8 chairs per class for 4 classrooms (5th grade) (centers/small group instruction)= \$25
<b>\$28,800.00</b>	<b>Cost</b>
<b>Equipment: Technology - Classroom Instruction</b>	
<b>Amount</b>	
<b>Description</b>	
\$15,000.00	Handheld devices for classroom use to drive instruction (iPads): \$300 5th grade= 50
\$1,600.00	2 Classroom carts to store, charge and secure the iPads:\$800
\$20,000.00	11 inch Google Chromebooks for classroom use to support and drive instruction in classroom centers: \$400 5th grade=50
\$400.00	4 Ceiling mounts for projector= \$100
\$1,200.00	4 Projectors= \$300
\$1,080.00	4 ELMO projectors= \$270
\$4,000.00	5 Laptops for staff (New 5th grade teachers): \$800 Classroom teachers- 4 Special Ed teachers- 1
<b>\$43,280.00</b>	<b>Cost</b>
<b>Construction: Playground Structure</b>	
<b>Amount</b>	
<b>Description</b>	
\$50,000.00	STREAM Playground - Phase 1 - Provides an

	innovative learning environment for outside play and development
\$5,000.00	Building Maintenance & facility repairs
<b>\$55,000.00</b>	<b>Cost</b>
<b>Classroom curriculum supplies/Office Supplies</b>	
<u>Amount</u>	<u>Description</u>
\$5,000.00	Math - Additional Resources for New Grades
\$5,000.00	Literacy - Additional Resources for New Grades
\$5,000.00	Social Studies - Additional Resources for New Grades
\$15,000.00	Science kits
\$500.00	Bulletin Board Paper
\$5,000.00	General Supplies:staplers, paper clips, pens, pencils...
\$3,000.00	Ink for copiers/printers
\$11,000.00	Rosetta Stone - 50 licenses
<b>\$49,500.00</b>	<b>Cost</b>
<b>\$227,580.00</b>	<b>Year 3 Total</b>

**Total Yearly Breakdown U.S. Department of Education CSP Grant Funds**

<b>Year 1 Total</b>	<b>\$241,790.00</b>
<b>Year 2 Total</b>	<b>\$252,010.00</b>
<b>Year 3 Total</b>	<b>\$227,580.00</b>

U.S. DEPARTMENT OF EDUCATION  
SUPPLEMENTAL INFORMATION  
FOR THE SF-424

OMB Number: 1894-0007  
Expiration Date: 08/31/2017

**1. Project Director:**

Prefix:	First Name:	Middle Name:	Last Name:	Suffix:
Mr.	John		Swoyer	

Address:

Street1:	1800 E. Byberry Road
Street2:	
City:	Philadelphia
County:	
State:	PA: Pennsylvania
Zip Code:	19116
Country:	USA: UNITED STATES

Phone Number (give area code)	Fax Number (give area code)
2673481100	

Email Address:

jswoyer@mastccs.org

**2. Novice Applicant:**

Are you a novice applicant as defined in the regulations in 34 CFR 75.225 (and included in the definitions page in the attached instructions)?

Yes  No  Not applicable to this program

**3. Human Subjects Research:**

a. Are any research activities involving human subjects planned at any time during the proposed Project Period?

Yes  No

b. Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #:  1  2  3  4  5  6

No Provide Assurance #, if available:

c. If applicable, please attach your "Exempt Research" or "Nonexempt Research" narrative to this form as indicated in the definitions page in the attached instructions.

	Add Attachment	Delete Attachment	View Attachment
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**U.S. DEPARTMENT OF EDUCATION  
BUDGET INFORMATION  
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008  
Expiration Date: 04/30/2014

Name of Institution/Organization

Mathematics, Science and Technology Charter School

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

**SECTION A - BUDGET SUMMARY  
U.S. DEPARTMENT OF EDUCATION FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel						
2. Fringe Benefits						
3. Travel						
4. Equipment	178,940.00	157,510.00	72,080.00			408,530.00
5. Supplies		43,500.00	49,500.00			93,000.00
6. Contractual						
7. Construction			55,000.00			55,000.00
8. Other	42,850.00					42,850.00
9. Total Direct Costs (lines 1-8)	241,790.00	252,010.00	227,580.00			721,380.00
10. Indirect Costs*						
11. Training Stipends						
12. Total Costs (lines 9-11)	241,790.00	252,010.00	227,580.00			721,380.00

**\*Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government?  Yes  No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From:  To:  (mm/dd/yyyy)

Approving Federal agency:  ED  Other (please specify):

The Indirect Cost Rate is  %.

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? or,  Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is  %.

Name of Institution/Organization Mathematics, Science and Technology Charter School	Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.	
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**SECTION B - BUDGET SUMMARY  
NON-FEDERAL FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel						
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs						
11. Training Stipends						
12. Total Costs (lines 9-11)						

**SECTION C - BUDGET NARRATIVE (see instructions)**