

CHARTER
to operate a public regional charter school
known as
York Academy Regional Charter School

This Charter (the “Charter”) is made and entered into as of July 1, 2026 (the “Effective Date”), by and among **THE SCHOOL DISTRICT OF THE CITY OF YORK, YORK SUBURBAN SCHOOL DISTRICT** and **CENTRAL YORK SCHOOL DISTRICT** (collectively referred to herein as the “School Districts”), acting by and through their respective Boards of School Directors (the “School Boards”), and the **YORK ACADEMY REGIONAL CHARTER SCHOOL**, a Pennsylvania nonprofit corporation (the “Charter School”) acting through and by its Board of Trustees (the “Charter Board”). The School Districts and the Charter School are referred to collectively as “the Parties” or separately as a “Party”.

WHEREAS, the founding coalition of the Charter School submitted to the School Boards an application to operate a Regional Charter School; and

WHEREAS, the School Boards duly approved said application and each authorized the issuance of a Charter to the Charter Board for a term of five (5) years commencing on July 1, 2011; and

WHEREAS, the School Boards, respectively, renewed the Charter School’s Charter in 2016, approved Charter Amendment No. 1 during 2016 allowing the Charter School to operate out of a second location, and renewed the Charter again in 2021; and

WHEREAS, during the 2025-2026 school year, the Charter School indicated its intention to seek renewal of its charter with the School Districts; and

WHEREAS, following a comprehensive review of the Charter School’s operations, the School Districts have determined that a renewal charter should be issued; and

WHEREAS, the parties have reached agreement on a number of provisions to be placed into this Charter; and

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

1. **Grant of the Charter**. Subject to all of the terms and conditions set forth in this Charter, the School Boards grant to the Charter Board this Charter to operate the Charter School as a public, regional charter school under and pursuant to the Charter School Law, 24 P.S. §§ 17-1701-A *et seq.*, any amendments thereto enacted during the term of this charter and all laws, regulations or standards applicable to charter schools.

2. **Location.** The Charter School shall operate a charter school only at the following locations: 32 West North Street, York, Pennsylvania 17401 (Lower School) (including Legacy Hall); and 2 Hamilton Avenue, York, Pennsylvania 17401 (Upper School). The Charter School may also utilize 325 Cottage Hill Rd., York, Pa 17401 solely for administrative office space; no instruction or student services shall occur at the Cottage Hill Road location, and students should not be on-site at the Cottage Hill Road location during the school day. The Charter School shall not suspend nor terminate operations at these locations, shall not relocate from these premises, and shall not operate at a different location without first filing written amendment request with the School Districts and without the prior written consent of the School Districts. If the Charter School should desire to relocate any aspect of the operations of the Charter School during the Term, the Charter School should file a written amendment request with the School Districts in the manner prescribed by applicable law or, in the absence of applicable law, in the manner prescribed by any School District policy.
3. **Term.** The term of this Charter shall be for a period of five (5) years, commencing on July 1, 2026 and ending on June 30, 2031 (“the Term”).
4. **Incorporation of Application and Other Documents.** The granting of this Charter is specifically contingent upon the Charter School’s operation in accordance with the following documents throughout the term of the Charter: (a) the Charter School Application (“Application”) submitted to the School Districts, which is attached hereto as Appendix A except for those curricular, equipment and operational adjustments necessary to comply with technology advances, changes in applicable law and accountability systems, and as set forth herein; and (b) the Statement of Assurances form that is attached hereto as Appendix B. All of the attached Appendices are incorporated herein by reference as if fully set forth in their entireties. The Application may not be materially modified except by an amendment to this Charter duly authorized, executed and delivered by the Parties. To the extent any conflict exists or arises between the terms of this Charter and the terms of the attached Appendices, 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.
5. **Enrollment and Grade Configuration.** The Parties acknowledge and agree that the Charter School will only enroll students in Kindergarten through grade 12. The Parties further agree that the Charter School will not seek payment from any of the School Districts, individually or collectively, for more than 990 students during any school year. All invoices that the Charter School submits to the School Districts must include a data table showing the aggregate number of enrolled and invoiced students in the Charter School during the invoiced time frame broken down by school district of residence and date of enrollment of each student. Enrollment from outside the School Districts shall not be subject to the enrollment limits contained in this paragraph.
 - a. Under no circumstances shall the Charter School request payment from any of the School Districts or the Commonwealth of Pennsylvania, either under 24 P.S. § 17-1725-A or through other means, for more students than permitted herein nor enroll

students in different grades without prior approval from the School Boards. If the Charter School acts in violation of this paragraph, the Charter Board agrees that one or more of the School Districts may withhold an equivalent amount from any amounts otherwise due to the Charter School, provided that in no case shall the total withholding by the School Districts exceed the amount by which the school has exceeded the enrollment limitation.

6. **Academic Performance.** The Charter Board agrees to administer the PSSA assessments, the Keystone Exams and any other State-mandated assessments during the Term. The Charter Board further agrees to meet the student performance requirements set forth in 22 Pa. Code Chapter 4, or subsequent regulations relating to curriculum and academic standards and assessments, unless suspended, and all applicable Federal or State accountability systems in place during the Term, including but not limited to, the benchmarks and components found within the Future Ready PA Index. In reviewing the Charter School’s academic performance, the School Districts will consider the cumulative academic performance of the Charter School and will take into account any changes to the Pennsylvania assessment and accountability system. The Charter School shall report to the School Districts on an annual basis aggregate student achievement data for the PSSA and Keystone Exams, as applicable, delineated by school district of residence. The Charter School shall improve the percentage of students performing Advanced or Proficient during the Term of the Charter in Math, English Language Arts (“ELA”) and Science; meet the Pennsylvania Value-Added Assessment System (“PVAAS”) growth measure each year in Math and ELA; and meet the Charter School’s established goals and metrics for Four-Year Cohort Graduation, Career Standards Benchmark, English Language Growth and Attainment, and Regular Attendance, as applicable, as established by the State. In addition, the following academic and non-academic goals for the Term are incorporated herein:

GOALS	2026-27	2027-28	2028-29	2029-30	2030-31
Students Proficient or Advanced on PSSA – Math Aggregate	27.2	28.7	30.2	31.7	33.2
Students Proficient or Advanced on PSSA – ELA Aggregate	28.0	29.0	30.0	31.0	32.0

7. **International Baccalaureate Career-Related Programme.** The Parties agree that during the Term, the Charter School will offer the Primary Years Programme, the Middle Years Programme and the Diploma Programme.
8. **Operational Requirements During the Term.** The Charter School and Charter Board shall comply with the following operational requirements during the Term. Failure to comply with the operational requirements to the satisfaction of the School Districts may be a basis for revocation or nonrenewal of the Charter School’s Charter, in addition to any other basis permitted under applicable law.
 - a. The Charter School shall not seek report cards or other academic, intellectual, disciplinary, special education and/or English Language Learner status or demographic information or data from any student, parent, guardian or other source prior to admitting the student. The Charter School’s application for enrollment shall only request the following information: student’s name, date of birth, grade level, parent/guardian information and residence. The Charter School shall also

translate its application for enrollment into Spanish. Notwithstanding the foregoing, prior to the admission of a student, the Charter School may seek verification of only the grade level represented in a prospective student's application for enrollment from a school district or other school entity. The Charter School shall obtain any parental consent necessary under applicable law prior to a school district verifying grade levels for a student who has not yet been admitted and shall provide evidence of that consent to the school district along with the verification request.

- b. The Charter School may not conduct placement testing for any student until after the student and his/her parents/guardians have been informed of the student's admission into the school.
- c. The Charter School's original Application has been amended to remove any requirement of mandatory summer school programming for students who are assessed as Below Basic for purposes of matriculation to the next grade level.
- e. All teaching staff (other than substitutes) shall be hired as employees of the Charter School.
- f. The Charter School shall ensure that any individuals responsible for the annual completion of Safe Schools reports are properly trained to complete such reports.
- g. The Charter School shall annually administer the ACCESS exam, or other State-prescribed exam, to all English Learners who are enrolled during the testing window, unless such timelines are amended by state and/or federal action.
- h. The Charter School acknowledges and agrees that any individuals or entities owning, financing or leasing any facility to the Charter School, including but not limited to, the York Academy Foundation and 32 W. North Street, LLC, shall not serve on the Board of Trustees of the Charter School and shall not have board members or employees serving on the Board of Trustees of the Charter School.
- i. Within 60 days of approval, the Charter Board shall revise its Student Code of Conduct and Policy 204 (Attendance) to: (i) correct the compulsory school age to be compliant with State law; (ii) revise the truancy provisions and procedures so that the Charter School is solely responsible for addressing absenteeism and truancy and is doing so in accordance with State law; and (iii) remove the ability of the Charter School to discipline or remove students for truancy or excessive absences.
- j. The Charter School shall ensure that its attendance policies and truancy notices and forms are updated to ensure compliance with Act 47 of 2025 and, *inter alia*, 24 P.S. §§ 13-1327.2, 13-1333(c.1), 13-1333.1.
- k. Within 60 days of approval, the Charter School shall publish individual email addresses of all members of the Charter Board on its publicly accessible website.

- l. The Charter School shall ensure that the purpose of all executive sessions is announced during public meetings and stated in the minutes and that minutes of all Charter Board meetings, including the reorganization meetings and committee meetings, are published on the Charter School's website.
 - m. The Charter School shall ensure that its most recent annual budget, certified audit, and federal and state tax filings and those of any related Foundation are published on its publicly accessible website.
 - n. Within 60 days of approval, the Charter School shall form an independent audit committee of the Charter Board to review a complete certified audit at the close of each fiscal year, in accordance with 24 P.S. § 17-1716-A(f).
 - o. Within 60 days of approval, the Charter School shall provide the School District with any revisions to its Bylaws or the Bylaws of its Foundation.
 - p. Within 60 days of approval, the Charter School shall establish and implement an integrated, comprehensive MTSS across academics, behavior and attendance with detailed academic screening and interventions, compliance-driven attendance language, and data systems and team processes detailed in MTSS Manuals for both the Lower and Upper Schools.
 - q. By no later than August 30, 2027, the Charter School shall develop and adopt a designated English Language Development curriculum, a WIDA-related professional development plan for the 2027-2028 school year and thereafter to enhance language instruction, and a plan for data-sharing to help set individualized language acquisition goals for English Learners. Notwithstanding this requirement, nothing herein is intended to exempt the Charter School from providing sufficient and compliant services to all English Learners enrolled in the Charter School during the 2026-2027 school year in accordance with applicable standards.
 - r. Within 60 days of approval, the Charter School shall submit an updated staff list for the 2026-2027 school year to the School Districts along with evidence of complete and unexpired clearances for every staff member.
9. **School Districts' Access.** The Charter School shall provide ongoing reasonable 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 the requirements for testing, civil rights and student health and safety are being met. The Charter School understands that the School Districts may conduct periodic site visits. Ongoing reasonable access to a Charter School's records means that the School Districts shall have access to records including, but not limited to, financial reports, financial audits, aggregate standardized test scores without student identifying information, teacher certification and personnel records. The School Districts reserve the right to audit the Charter School's books, records, facilities and operations.

10. **Indemnification.** The Charter School shall be solely liable for any and all damages of any kind resulting from any legal challenge involving the operation of the Charter School. 24 P.S. § 17-1727-A. The School Districts shall not be held liable for any activity or operation related to the program of the Charter School. *Id.* As such, the Charter School agrees to indemnify and hold harmless the School Districts, each School Board and their respective directors, employees and representatives from and against any and all claims, liabilities, demands, costs, charges, liens, expenses, actions, causes of action, lawsuits, administrative proceedings, investigations, audits, demands, assessments, adjustments, settlement payments, deficiencies, penalties, fines, interest, judgments and/or executions, known or unknown at the time of execution of this Charter, which arise out of, and which are proximately caused in whole or in part, by the Charter School's actions or omissions or the actions or omissions of its employees, officials or agents, the Charter School's failure to comply with applicable law or the Charter School's breach of any term or obligation set forth in this Charter. This indemnification and hold harmless obligation shall survive any termination, expiration or revocation of this Charter.
11. **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.
12. **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.
13. **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.
14. **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.
15. **Official Action Required.** The Parties represent that the respective School Boards and the Charter Board have each taken official action at public meeting to approve this Charter and, for the Charter Board only, Appendix B, prior to their respective officers' execution of the Charter and Appendix B.
16. Notwithstanding any other provision herein, this Charter may be revoked or not-renewed in accordance with 24 P.S. § 17-1729-A(a) and applicable law.

WHEREFORE, the undersigned set their hands on the dates indicated below.

For the Board of School Directors of the Central York School District:

_____ Board President	_____ Date
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_____ Board Secretary	_____ Date
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For the Board of School Directors of the York Suburban School District:

_____ Board President	_____ Date
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_____ Board Secretary	_____ Date
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For the Board of School Directors of the School District of the City of York:

_____ Board President	_____ Date
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_____ Board Secretary	_____ Date
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For the Board of Trustees of York Academy Regional Charter School:

_____ Board President	_____ Date
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_____ Board Secretary	_____ Date
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APPENDIX A – ORIGINAL CHARTER SCHOOL APPLICATION

APPENDIX B

Statement of Assurances

By duly authorized signature below, York Academy Regional 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 Charter School shall provide a minimum of one-hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction at the elementary level, or nine hundred ninety (990) hours per year of instruction at the secondary level.
- 4) The Charter Board shall conduct all of its meetings, including but not limited to, committee meetings, in compliance with the Charter School Law and the Sunshine Act, 65 Pa. C.S. §§ 701-716. Minutes of the Charter Board shall be taken and maintained in accordance with the Sunshine Act, and shall also be promptly posted publicly on the Charter School’s website along with a current list of members on the Charter Board, the email address for each member of the Charter Board, and its Charter Board meeting schedule. Said list of members, email addresses, and meeting schedule shall be promptly updated when changes occur.
- 5) The Charter School shall operate in compliance with 24 P.S. § 17-1716-A(F)-(J), including ensuring completion of annual independent audits that include the information required under those provisions of the Charter School Law; posting the certified audit, annual budget and annual federal and state tax filings on its publicly accessible website; and providing a copy of the annual audit to the School District.
- 6) The mechanism for the selection and qualifications of the members of the Charter Board shall be in accordance with the Charter School Law, and the Articles of Incorporation and By-Laws of the Charter School. The Charter School shall take steps to ensure that all trustees of the Charter Board meet the requirements of the Charter School Law in a timely manner.
- 7) Prior to employing any individual, engaging any contractor and contractor’s employees, or allowing any persons to volunteer who shall have direct contact with students, the Charter School shall ensure that all required criminal history, child abuse/injury records, and disclosure records are obtained and reviewed in compliance with, *inter alia*, 24 P.S. §§ 1-111 and 1-111.1 and 23 Pa. C.S. §§ 6344 and 6344.2, regarding background checks. The Charter School shall further ensure that clearances, background checks, and information are provided and reported by employees, contractors, and volunteers in accordance with all applicable laws.
- 8) The Charter School shall enroll students in accordance with all applicable laws and may not exclude students based on race, color, familial status, religious creed, ancestry, sex, national origin, handicap or disability.
- 9) The Charter Board shall adopt an admissions policy in accordance with the Charter School Law, 24 P.S. § 17-1723-A, this Charter and this Statement of Assurances. In the event of a

surplus of applicants, the Charter School shall conduct an admissions “lottery” in accordance with applicable law. The Charter School shall develop an equitable waiting list policy.

- 10) The Charter Board shall adopt detailed policies and procedures for suspension and expulsion that comply with the Public School Code, including providing every student with due process in accordance with 22 Pa. Code Ch. 12.
- 11) If the Charter School determines to place any student into an alternative placement qualifying as alternative education for disruptive youth (“AEDY”), the Charter School shall comply with all applicable law in the identification and placement of such students, including but not limited to, the Guidelines issued by the Pennsylvania Department of Education pertaining to AEDY.
- 12) 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.
- 13) The Charter School shall follow State child accounting procedures and truancy laws. The Charter School shall remove a student who has more than ten (10) consecutive days of unexcused absences from its invoices, except that a student who receives special education services and for whom the Charter School continues to be responsible for providing a Free Appropriate Public Education need not be removed from its invoices, and any student who is removed from the Charter School’s invoices may be returned to the invoices if he or she again attends the Charter School.
- 14) If the Charter School plans to offer food services, the Charter School shall follow all federal, state and local regulations for student participation.
- 15) The Charter Board shall provide school health services in a manner that complies with Article XIV of the Public School Code and shall maintain student health and immunization records in compliance with applicable law.
- 16) The Charter School will comply with Articles XIII-A and XIII-D of the School Code in their entirety, including but not limited to, establishing a Memorandum of Understanding with the police department consistent with its obligations under Article XIII-A and posting and publishing information about the Safe2Say program to its school community in accordance with Article XIII-D.
- 17) 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 shall be in compliance with Section 1724-A of the Charter School Law, with appropriate and reasonable coverage limits as determined by the Charter School’s insurance broker. The Charter School shall offer a health benefits package that is the same as the local school district’s package as required by Section 1724-A of the Charter School Law.
- 18) The Charter Board shall comply with its existing procedures for purchasing goods and services and shall have appropriate board oversight of all spending in the Charter School’s bylaws.
- 19) The Charter School shall have a plan for regular financial reviews and audits in accordance with 24 P.S. §§ 4-437 and 17-1719-A and other applicable law.

- 20) The Charter School shall submit annual reports to the Pennsylvania Department of Education and to the School Districts by August 1st of every year or other date established by law or the Pennsylvania Department of Education.
- 21) The Charter Board shall ensure: (i) that all trustees, officers, and administrators of the Charter School comply with the Pennsylvania Public Official and Employee Ethics Act (“Ethics Act”) and the Pennsylvania Nonprofit Corporations Law (“Nonprofit Act”); (ii) that the Charter School complies with the Charter School Law, the Ethics Act and the Nonprofit Act when contracting or engaging with the immediate relatives of the Charter School’s trustees, officers and administrators; and (iii) that all members of the Charter Board shall serve without pay. The Board of Trustees shall comply with its Conflicts of Interest policy. The Charter Board shall submit a copy of any amendment to its Conflicts of Interest Policy to the School Districts following adoption of the amendment. The Charter Board and Charter School administrators shall comply with 24 P.S. § 17-1715-A(a)(11) and 24 P.S. § 17-1716-A, as applicable.
- 22) The Charter Board shall annually submit to the School Districts signed Statements of Financial Interest as required by the Public Official and Employee Ethics Act and the Charter School Law.
- 23) The Charter School shall ensure that all trustees receive training in accordance with Act 55 or other applicable law.
- 24) The Charter Board shall operate the Charter School as a Local Education Agency (“LEA”) with respect to the Elementary and Secondary Education Act (“ESEA”), and shall perform all child find obligations set forth in 22 Pa. Code § 711.21, and the Individuals with Disabilities Education Act (“IDEA”).
- 25) The Charter School, as a LEA, shall provide appropriate special education services in accordance with applicable law to all students enrolled in the Charter School, including the IDEA and 22 Pa. Code §711.1 *et seq.*
- 26) The Charter School shall provide appropriate services, in accordance with Applicable Laws and PDE guidance documents, for students who are English Learners.
- 27) Prior to the execution of any agreement 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 senior administrative functions, (any such agreement, a “Management Agreement”), the Charter Board shall submit a copy of the proposed Management Agreement to the School Districts. However, any change to a material term of the Charter shall require the Charter School to seek an amendment to the Charter.
- 28) The Charter School shall ensure that all professional and support staff utilized in providing educational services at the Charter School have all necessary licenses, certifications, qualifications and credentials required by this Charter and Applicable Laws, including without limitation the seventy-five percent (75%) certification requirement under the Charter School

Law. Personnel of the Charter School who provide special education or related services to children with disabilities shall be appropriately certified in Pennsylvania based on the duties of their position. The Charter School shall also ensure that any person holding the title of Principal, or performing any duties of a Principal as defined in the Certification and Staffing Policy Guidelines, shall hold a Pennsylvania-issued principal's certificate. Nothing in this paragraph shall require that an instructional assistant at the Charter School be required to hold a certification.

29) The Charter School shall provide copies of any amendments to the Charter School's Articles of Incorporation or Bylaws to the School Districts within thirty (30) days after such amendments have been approved by the Charter Board.

30) To the extent that the Charter School must under the provisions of ESEA or other applicable law submit to any Commonwealth or federal agency an accountability plan (any such plan, an "Accountability Plan"), then the Charter Board shall submit to the School Districts a true, correct and complete copy of its Accountability Plan within thirty (30) days of its submission to the agency requiring it. The Charter School is required to comply with ESEA and must submit to the School Districts any and all school improvement plans, corrective action plans and any other improvement plans.

31) The Charter School agrees to provide the School Districts with final PSSA and Keystone data (as applicable), PVAAS growth measure data and AGI growth measure data within two (2) weeks of its release.

For the Board of Trustees of York Academy Regional Charter School:

Board President

Date

Board Secretary

Date