

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
STATE CHARTER SCHOOL APPEAL BOARD**

NORRISTOWN ACADEMY CHARTER SCHOOL,	:	
	:	
Petitioner,	:	
	:	CAB Docket No. 2024-01
v.	:	
	:	
NORRISTOWN AREA SCHOOL DISTRICT,	:	
	:	
Respondent.	:	

OPINION

PROCEDURAL HISTORY

Before the Charter School Appeal Board (“CAB”) is an appeal by the Norristown Academy Charter School (“NACS”) from an August 19, 2020, decision, by resolution of the Norristown Area School District (“District”) Board of Education (“Board”) denying NACS’s May 20, 2020, Revised Application to operate a charter school in Norristown Borough, Montgomery County, Pennsylvania. Preceding this denial, NACS filed its application¹ on November 8, 2019, a public hearing was held on December 9, 2019, and the Board denied the application on February 24, 2020. On May 20, 2020, NACS submitted a revised application, which was denied on August 19, 2020.

On December 14, 2020, NACS filed a Petition to Appeal Denial of Charter School Application (“Petition”) with the Court of Common Pleas of Montgomery County (“Common Pleas Court”). On January 19, 2021, the District filed an Answer to the Petition. On February 16, 2021, NACS filed its Reply in further support of the Petition. Hearings were held on the Petition on September 28, 2022, November 15, 2022, January 18, 2023, and February 23, 2023. On June

26, 2023, the Common Pleas Court issued a memorandum order granting the Petition. On June 27, 2023, the District filed a Notice of Appeal to the Pennsylvania Commonwealth Court.

On June 30, 2023, NACS appealed the matter to CAB. On July 12, 2023, the District moved to quash NACS's appeal before CAB based on an automatic supersedeas. On July 31, 2023, the Common Pleas Court vacated the supersedeas, but Commonwealth Court reinstated the supersedeas on September 7, 2023. On September 12, 2023, CAB heard oral arguments on the District's motion to quash and decided to quash the motion by order dated October 11, 2023.

On November 17, 2023, the Commonwealth Court affirmed the June 26, 2023, order from the Common Pleas Court. On November 22, 2023, the District moved for re-argument *en banc*, which was denied on January 2, 2024. On January 31, 2024, the District filed a Petition for Allowance of Appeal with the Pennsylvania Supreme Court, which was denied on July 9, 2024.

On February 27, 2024, Commonwealth Court issued a Memorandum and Order vacating the automatic supersedeas and remanding the matter to the Common Pleas Court directing that court to deem the Petition sufficient per the signature requirement and timely. On March 4, 2024, the Common Pleas Court issued an order confirming the sufficiency of the Petition.

By letter dated March 29, 2024, CAB confirmed receipt of the March 4, 2024, order and instructed NACS that it must file a Petition to Appeal with CAB. On April 2, 2024, NACS submitted its *Petition of Appeal of Norristown Academy Charter School*. On April 15, 2024, the District filed its *Answer to Petition of Appeal from Denial of Charter Application*.

On May 8, 2024, the undersigned issued a briefing order for this matter. On June 10, 2024, NACS filed a timely brief. On July 10, 2024, the District filed a timely brief. On July 24, 2024, NACS filed a timely reply brief.

FINDINGS OF FACT

1. NACS filed an application for charter school with the District on November 8, 2019, which was denied on February 24, 2020.
2. On May 20, 2020, NACS filed a Revised Application for a charter with the District.
3. On August 19, 2020, the Board voted to deny the Revised Application.
4. NACS is a proposed charter school that will be open to all children in grades Kindergarten through 8th Grade and will implement the Schoolwide Enrichment Model (“SEM”), which will focus on talent development, enrichment, engagement, and differentiated learning, supported by student self-selected investigative learning. Certified Record No. 5 – Certification of the Record by the District, April 15, 2024. (“District CR”), Pt. 1, pp. 8-9.
5. NACS proposed to use differentiating curriculum so that all students are challenged and engaged to make continuous academic progress. District CR Pt. 1, pp. 8-9.
6. Its proposal called for the following student enrollments numbers in the first five years: (a) 200 students in year one, (b) 400 students in year two, (c) 600 students in year three, (d) 800 students in year four, and (e) 1,000 students in year five. District CR Pt. 1, pp. 7, 115.
7. CSMI is the management company that has entered into an agreement with NACS. District CR Pt. 1, p. 1727.
8. CSMI was the applicant before the zoning hearing board related to the property identified as the proposed site for the school in the Revised Application. District CR Pt. 1, p. 2444.
9. CSMI’s Chief Financial Officer stated at the hearing that it is willing to provide an interest free loan from CSMI to NACS in an amount over a million dollars with a promise to waive at least \$800,000 in fees over five years without compensation. District CR Pt. 1, pp. 1728, 1814-1815.

10. There is no written evidence of such a waiver. District CR Pt. 2, p. 1958.
11. If these fees were recognized in the budget, which they are not, it would result in deficits for the first five years of operation of the proposed school. District CR Pt. 2, p. 1959.
12. NACS' Revised Application identifies 50 West Brown Street, Norristown, PA as the site for the school. Certified Record No. 1 – Petition of Appeal of NACS filed April 2, 2024 – Exh. B pp. 33, 157, 158.
13. NACS' Revised Application indicates that it intends to have 1,000 students by its fifth year of operation. Certified Record No. 1 – Petition of Appeal of NACS filed April 2, 2024 – Exh. A p. 17; District CR Pt.1, p 7.
14. The 50 West Brown Street property can only accommodate 400 students, which would only satisfy the school's projected needs for the first two years. District CR Pt. 2, p. 1732.
15. There is no general description of an additional site needed to accommodate the charter school and no such site is accounted for in the budget. District CR Pt. 1, pp. 115, 1732.
16. NACS indicated that it will submit an application with a subsequent location to accommodate the remaining years of enrollment to the District for approval at the appropriate time. District CR Pt. 1, p. 1732.
17. Absent the waiver, NACS's budget is entirely dependent on reaching 1,000 students and approximately \$19.3 million dollars in tuition annually by year five. Certified Record No. 1 – Petition of Appeal of NACS filed April 2, 2024 – Exh. B p. 548.
18. Petitioner's proposed curriculum for 7th grade technology and engineering education only aligns with 16 of 60 state standards. District CR Pt. 1, p. 1714.
19. The Revised Application omits all state standards for environmental studies from 3rd, 4th, 5th, 6th and 8th grade curriculum. District CR Pt. 1, pp. 1714-1715.

20. There are no stand-alone ecology and environmental studies curricula.
District CR Pt. 1, pp. 1708-1710.

21. NACS is relying on specific teachers to include these areas in their
teachings. District CR Pt. 1, pp. 1708-1710.

CONCLUSIONS OF LAW

1. CAB has jurisdiction in this matter. Section 1717-A(f) and (i)(1) of the Charter School Law (“CSL”), Act of March 10, 1949, P.L. 30, *as amended, added by* Section 1 of the Act of June 19, 1997, P.L. 225, 24 P.S. § 17-1717-A(f) and (i)(1).

2. The CSL governs the application process, the approval process, the revocation and renewal of charters, and the operation of charter schools in Pennsylvania. 24 P.S. §§ 17-1701-A – 17-1751- A.

3. NACS was given notice of the hearings and an opportunity to be heard in conformity with the CSL and notions of due process. Case file.

4. CAB has the authority under the CSL to agree or disagree with the findings of the School District Board based upon its review of the certified record. 24 P.S. § 17-1717-A(i)(6).

5. NACS did not meet its burden to show that it would serve as a model for other schools.

6. NACS did not meet its burden to show that based on reasonable assumptions, it will have the necessary funds to operate the school it proposes.” *Insight PA Cyber Charter Sch. v. Dep’t of Educ.*, 162 A.3d 591, 611 (Pa. Cmwlth. 2017).

7. NACS did meet its burden to show that it identified a proposed facility as required by the CSL.

8. NACS did not meet its burden to show that its proposed curriculum aligned with PA Standards in the areas of 7th grade technology and engineering education, environmental studies for 3rd, 4th, 5th, 6th and 8th grade curriculum, and ecology and environmental studies stand-alone curricula.

9. The management agreement between NACS and CSMI was not an arm's length one and violates the CSL.

DISCUSSION

I. STANDARD OF REVIEW AND BURDEN OF PROOF

CAB must apply a *de novo* standard of review when entertaining appeals from a district's denial of a charter school's application; such review requires CAB to give "appropriate consideration" to the findings of the district board, while making an independent determination as to the merits of the charter application. *West Chester Area School District v. Collegium Charter School*, 812 A.2d 1172, 1180 (Pa. 2002). While giving due consideration to the vote of the school board, CAB must independently review the record in accordance with the requirements of the CSL. *Id.*, 812 A.2d at 1179-1180.

The degree of proof required to establish a case before an administrative tribunal is a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pennsylvania Public Utility Commission*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990). A preponderance of the evidence is the lowest degree of proof recognized in civil judicial proceedings, *Lansberry, supra*, 578 A.2d at 602, citing *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950), and is generally understood to mean that the evidence that demonstrates a fact is more likely to be true than not to be true, or if the burden were viewed as a balance scale, the evidence in support of the proponent's case must weigh slightly more than the opposing evidence. *Se-Ling Hosiery*, 70 A.2d at 856. Accordingly, the record in this matter is reviewed to determine if the evidence which NACS produced at the hearings meets its burden of proving that its Revised Application satisfies all the requirements enumerated in the CSL at Section 1717-A(e)(2), 24 P.S. § 17-1717-A(e)(2), thus, warranting the grant of the Revised Application.

II. CRITERIA FOR EVALUATING AN APPLICATION

Under Section 1717-A(e)(2) of the Charter School Law, Act of March 10, 1949, P.L. 30, *as amended, added by* Section 1 of the Act of June 19, 1997, P.L. 225, 24 P.S. §17-1717-A(e)(2):

(2) A charter school application submitted under this article shall be evaluated by the local board of school directors based on criteria, including, but not limited to, the following:

(i) The demonstrated, sustainable support for the charter school plan by teachers, parents, other community members and students, including comments received at the public hearing held under subsection (d).

(ii) The capability of the charter school applicant, in terms of support and planning, to provide comprehensive learning experiences to students pursuant to the adopted charter.

(iii) The extent to which the application considers the information requested in section 1719-A and conforms to the legislative intent outlined in section 1702-A.

(iv) The extent to which the charter school may serve as a model for other public schools.

The District found that NACS failed to meet all four of these criteria. District CR Pt. 2, pp. 1949-1974.

Additionally, under Section 1719-A of CSL, charter school applications are required to include the following information:

(1) The identification of the charter applicant.

(2) The name of the proposed charter school.

(3) The grade or age levels served by the school.

(4) The proposed governance structure of the charter school, including a description and method for the appointment or election of members of the board of trustees.

(5) The mission and education goals of the charter school, the curriculum to be offered and the methods of assessing whether students are meeting educational goals.

- (6) The admission policy and criteria for evaluating the admission of students which shall comply with the requirements of section 1723-A.
- (7) Procedures which will be used regarding the suspension or expulsion of pupils. Said procedures shall comply with section 1318.
- (8) Information on the manner in which community groups will be involved in the charter school planning process.
- (9) The financial plan for the charter school and the provisions which will be made for auditing the school under section 437.
- (10) Procedures which shall be established to review complaints of parents regarding the operation of the charter school.
- (11) A description of and address of the physical facility in which the charter school will be located and the ownership thereof and any lease arrangements.
- (12) Information on the proposed school calendar for the charter school, including the length of the school day and school year consistent with the provisions of section 1502.
- (13) The proposed faculty and a professional development plan for the faculty of a charter school.
- (14) Whether any agreements have been entered into or plans developed with the local school district regarding participation of the charter school students in extracurricular activities within the school district. Notwithstanding any provision to the contrary, no school district of residence shall prohibit a student of a charter school from participating in any extracurricular activity of that school district of residence: Provided, That the student is able to fulfill all of the requirements of participation in such activity and the charter school does not provide the same extracurricular activity.
- (15) A report of criminal history record, pursuant to section 111, for all individuals who shall have direct contact with students.
- (16) An official clearance statement regarding child injury or abuse from the Department of Public Welfare as required by 23 Pa.C.S. Ch. 63 Subch. C.2 (relating to background checks for employment in schools) for all individuals who shall have direct contact with students.
- (17) How the charter school will provide adequate liability and other appropriate insurance for the charter school, its employees and the board of trustees of the charter school.

24 P.S. § 17-1719-A (footnotes omitted). The District found that NACS failed to comply with several of these provisions as well.

III. LEGAL ANALYSIS

On appeal, four issues are raised and will be discussed sequentially.

A. NACS Management Ties to CSMI

It is axiomatic that the CSL permits a charter school to contract with a for-profit management entity. However, management agreements must be products of arm's-length negotiations between separate and independent entities. *Insight PA Cyber Charter Sch. v. Dep't of Educ.*, 162 A.3d at 598. Here, it is not disputed that NACS entered into a management agreement with CSMI. The District argues that this is not an arm's-length transaction based on NACS and CSMI being represented by the same law firm, the interest free loan from CSMI to NACS in an amount over a million dollars with a promise to waive \$9,000,000 in fees over five years without compensation and the fact that CSMI secured the property and zoning relief for NACS. It cites to *Joan Myers Brown Academy: A String Theory Charter School v. Sch. Dist. Of Philadelphia*, CAB No. 2022-02, which entailed equally concerning facts.

There, CAB wrote, “[t]he School District found that the Charter School would not be an independent, nonprofit corporation, because its management company String Theory Schools and numerous other related entities are also represented by the same law firm (paid for by the Charter School), the various clients have not signed waiver of potential conflicts of interest, and the law firm incorporated the Charter School and has authority to appoint the initial trustees. CAB agrees.” *Id.* at 22. CAB concludes that under *Joan Myers Brown Academy* the management agreement here also does not provide evidence of an arm's-length transaction.

Relatedly and also concerning CSMI, the District argues that it is permitted to look to the successful operation of other charter schools in deciding whether to grant an operator a new school,

citing to *In re: Propel Charter School – Sunrise*, CAB No. 2009-03 at 9 n.4. This includes looking at any shortcomings of a charter school’s third-party management company. *Philadelphia Collegiate Charter Sch. for Boys v. Sch. Dist. of Philadelphia*, CAB No. 2022-05 at 13.

Based on testimony from the December 9, 2019, hearing, the Board found that CSMI operated only one other charter school in Pennsylvania, the Chester Community Charter School (“CCCS”) and one additional school in New Jersey, the Atlantic City Community Charter School (“AC Charter School”). District CR Pt. 2, p. 1953. The Board also found that the AC Charter School was on academic probation and that another school operated by CSMI in Camden, New Jersey was previously shut down. District CR Pt. 2, p.1953. The Board further found that CCCS had consistently lower scores, worse attendance, and more disciplinary events than other schools in the area. District CR Pt. 2, p.1953.

In opposition, NACS asserts there is no connection between CSMI and the test scores at CCCS, that the District cherry-picked data to make the negative connection between CSMI and CCCS and that there is no precedent for denying a charter based on the supposed deficient performance of the service provider. NACS further argues that it is not modeled after CCCS, the educational methodologies are not the same, and there is no overlap between anyone employed by or affiliated with CSMI and NACS.

The Board is within the law to consider CSMI prior endeavors. However, in CAB’s view, the District has not established sufficient grounds to deny the charter on this basis. Nonetheless, the determination that there was not an arm’s-length agreement between CSMI and NACS is sufficient to establish a violation of the CSL.

B. Identification of the Proposed Facility

Section 1719-A(11) of CSL requires a charter school application to include “[a] description of and address of the physical facility in which the charter school will be located and the ownership thereof and any lease arrangements.” 24 P.S. § 17-1719-A(11). It is uncontested that NACS has complied with the plain reading of this requirement. However, the District argues that a school board or CAB can determine whether a physical facility is adequate for the proposed school’s needs.

The District asserts that NACS has failed to present a proposal indicating that it has an adequate facility for the proposed charter school. Specifically, the current property can only accommodate 400 students, which would only satisfy its needs for the first two years, and NACS indicates that it intends to have 1,000 students by its fifth year of operation. The District continues, that unlike prior cases, there is not even a general description of the additional site needed to accommodate the charter school, and no such site is accounted for in the budget. Nor is this a case where NACS is just waiting on a variance, alterations, or the site becoming available during the course of litigation. Furthermore, the District argues that even if a separate facility were identified for the remaining 600 students, it would still fail to satisfy Section 1722-A of the CSL because the school district is not in a city of the first class. 24 P.S. § 17-1722-A.

In opposition, NACS begins with the point that this District argument is waived because it was not specifically raised in the initial denial. However, the initial denial clearly raised this issue. District CR Pt. 2, pp. 1959-1960. As such, the waiver argument is rejected.

On the merits, NACS argues that the District’s argument is contrary to well-settled law. First, it is argued that the District cannot deny the charter based on failure to include information that is not statutorily required. Second, NACS asserts that, although it has not

identified a facility to house the entire five-year enrollment of 1,000 students, it has a facility that can accommodate the first two years and will identify a facility to accommodate the remaining students that the District will have the opportunity to review and approve later. Third, NACS disputes the argument that only a city of the first class can have a separate location. Finally, NACS avers that the District's interpretation of CSL is unrealistic in that it would require a school to locate and pay for space that it may not use until years after the charter is requested, granted, and the property is put into use.

NACS's arguments are persuasive on this issue. As indicated previously, NACS has complied with the plain reading of this requirement by providing the description, address, and lease/ownership status of the property to be used for the charter school for the first two years of enrollment. NACS also indicates that it will submit a subsequent location to accommodate the remaining years of enrollment to the District for approval at the appropriate time. The Commonwealth Court has explained that:

The Charter School Law does not require that a charter applicant actually secure the proposed property or provide the school district with a lease or sales agreement, site development plan or a list of alternative sites.... In fact, the CAB [Board] has previously approved a charter where all that was available was a street address and drawing of the proposed facility, and the applicant needed to secure a zoning variance in order to operate a school in the proposed facility....

Cent. Dauphin Sch. Dist. v. Founding Coal., Infinity Charter Sch., 847 A.2d 195, 202 -203 (Pa. Cmwlth 2004). Under this precedent, NACS supplied sufficient information on the proposed facility. In addition, *Lehigh Valley Dual Language Charter Sch. v. Bethlehem Area Sch. Dist.*, 97 A.3d 401, 407-08 (Pa. Cmwlth. 2014), *abrogated on other grounds*, *Discovery Charter School v. School District of Philadelphia*, 66 A.3d 304 (Pa. 2017), suggests that separate locales for entities other than cities of the first class is permitted.

C. Sustainability of Financial Plan

Section 1719-A(9) of the CSL provides that a charter school applicant must demonstrate a “financial plan for the charter school and the provisions which will be made for auditing the school under section 437.” 24 P.S. § 17-1719-A(9) (citing 24 P.S. § 4-437). The District asserts that the School Code provides that all financial accounting and reporting by charter schools shall be in accordance with generally accepted accounting principles and reporting standards. 24 P.S. § 2-218(a). In accordance with Section 218, the PDE has published a Manual of Accounting and Financial Reporting for Pennsylvania Local Educational Agencies (“PDE Accounting Manual”) and a Chart of Accounts for PA Local Educational Agencies (“PDE Chart of Accounts”).

Under this standard, the District argues that an applicant’s financial plan must demonstrate two things: (1) that the charter school has considered the budgeting issues and (2) that based on reasonable assumptions, the charter school will have the necessary funds to operate the school it proposes. *Insight PA Cyber Charter*, 162 A.3d at 611. The District further argues that while perceived deficiencies in particular budget line items are not grounds to deny a charter, the District and CAB have the obligation to review a financial plan for sufficiency to support the proposed charter school. The District continues that this includes identification of actual deficiencies in the budget and potentially close examination of the financial plan and budget. *See e.g., Collegiate Charter* at 18; *Vision Academy Charter School of Excellence v. Southeast Delco School District*, 295 A.3d 753 (Pa. Cmwlth. 2023) (“*Vision Academy Charter*”). Relying on this, the District avers that NACS failed to present a financial plan that can provide sustained comprehensive learning or to even operate the school.

In support, the District points to the fact that NACS’s budget is entirely dependent on reaching 1,000 students and approximately \$19.3 million dollars in tuition annually by year five

and that this figure represents 95 percent of its anticipated revenue. As such, if NACS is unable to expand into a second facility for any reason, NACS will only be able to generate 40 percent of the necessary revenue needed. Moreover, the District asserts that even with a second facility, NACS has failed to account for any costs associated with the second building. The District points to \$6.3+ million management fee owed to CSMI, which is not accounted for in the budget at all in year one and at reduced amounts in years two through five relying instead on an unwritten agreement that CSMI will waive nearly \$9,000,000 in fees in the first five years. It goes on to state that if CSMI did collect its fees, the year five bottom line would shift from a positive balance of \$403,731 to a deficit of over \$8 million. Finally, the District claims that NACS also failed to account for two loan payments it would have to make to CSMI. Overall, the District argues that if NACS submitted a budget in accordance with the School Code and the PDE Accounting Manual, NACS would show substantial deficits all five years of its proposed charter.

In opposition to this, NACS argues that the financial plan is not a rigorous requirement and only requires that the plan to be detailed enough to allow the chartering authority and CAB on appeal to determine that the applicant can provide a comprehensive learning experience for students. NACS relies principally on the waiver agreement to rebut this challenge to its financial picture.¹ It also argues, regarding the lack of budgeting for the second building, that this is not possible because no second site has been identified yet.

The testimony on the willingness to waive payments, despite there being no written agreement to do so, *see* District CR Pt. 2, p. 1954, was presented by the Chief Financial Officer of CSMI and it clearly and justifiably concerned the Board. Based on the findings of that oral waiver

¹ It also argues, regarding the lack of budgeting for the second building, that this is not possible because no second site has been identified yet. We need not reach that issue.

and giving the Board’s findings due consideration, CAB concludes that the District must prevail on this issue. To explain, it defies logic that a chief financial officer would not recognize the need for such a concession to be in writing. Indeed, even after this omission of any written agreement was pointed out and another hearing scheduled it was not rectified. Second, it is incomprehensible for what legitimate business reason a for-profit entity, such as a management company, would ever agree to such a waiver for such a vast sum.² Accordingly, CAB agrees that a sustainable financial plan was not shown.

D. Alignment of Proposed Curriculum with PA Standards and Service as a Model for Other Schools³

The CSL requires a charter school applicant to describe “the mission and education goals of the charter school, the curriculum to be offered, and the methods of assessing whether students are meeting educational goals describe the curriculum.” 24 P.S. § 17-1719-A(5). The District claims that this requirement ties into an applicant’s ability “to provide comprehensive learning experiences to students.” 24 P.S. § 17-1717-A(e)(2)(ii). Moreover, CAB has previously opined that not having the curriculum completed and fully aligned shows a lack of adequate planning. *In Re: Thomas Paine Charter School*, CAB No. 2009-04 at 9.

The District asserts that in order to merit a charter, the charter school’s proposed curriculum must fulfill Chapter 4 requirements and comply with Pennsylvania academic standards. It cites to *Joan Myers Brown Academy* to summarize curriculum requirements as:

² The Chief Financial Officer testified that such an action would support school choice and charter schools and that such a waiver would align with CSMI’s core mission to support this type of endeavor. District CR Pt. 1, p. 1730. In CAB’s view, this is not a sufficient business-related justification for an *unwritten* promise of this magnitude.

³ In opposition, NACS first argues that the District is prohibited from raising this alleged defect for the first time in its responsive brief. However, in the August 19, 2020, denial, the District clearly indicated that the “proposed curriculum of the Norristown Academy Charter School still fails to align with the PA Core Standards on multiple occasions....” Certified Record No. 1 – Petition of Appeal of NACS filed April 2, 2024 – Exh. C, p. 1810. Thus, the claim of waiver is inaccurate.

In order to provide a comprehensive learning experience to students, a charter applicant must demonstrate adequate support and planning in the charter application. An applicant is obligated to provide at least a roadmap to the school's operation, goals, teaching strategies and learning methodology, but may not rely upon mere general pronouncements. To pass muster, a curriculum must be met and be aligned with the state standards. An applicant must also explain how the nontraditional elements of the charter school will be integrated into the curriculum.

Id. at 24 (internal quotations and citations omitted).

Pursuant to Section 4.11(g):

Public schools provide instruction throughout the curriculum so that students may develop knowledge and skills in the following areas:

- (1) English language arts.
- (2) Mathematics.
- (3) **Science and environment and ecology.**
- (4) **Technology and engineering.**
- (5) Social studies (civics and government, geography, economics and history).
- (6) Arts and humanities.
- (7) Career education and work.
- (8) Health, safety and physical education.
- (9) Family and consumer science.

22 Pa. Code § 4.11(g) (emphasis added).

In this case, the District argues that NACS's curriculum is substantially out of alignment with Pennsylvania's standards in multiple areas. First, the District states that Petitioner's proposed curriculum for 7th grade technology and engineering education only aligns with 16 of 60 state standards without any explanation of the discrepancy. Second, the District argues that the application omits all state standards for environmental studies

from 3rd, 4th, 5th, 6th and 8th grade curriculum. The District further avers that the claim that stand-alone ecology and environmental studies curricula are contained within cross-curricular programming of other subjects is not supportive of alignment with all required standards. In response, NACS cites to testimony at the hearing indicating that teachers would be the ones who craft lesson plans to meet the real-time needs and capabilities of each student using the curriculum and standards as a guide. In short, the required standards are embedded in the curriculum as a whole.

The District's argument is persuasive on this issue. It is uncontested that NACS's curriculum must align with state standards. This includes inclusion of subjects such as environment and ecology in the curriculum. The application in this case does not adequately indicate that these topics will be covered. Instead, NACS appears to be relying on specific teachers to include these areas in their teachings. This does not adequately comply with CSL. Moreover, considering this curriculum deficiency, NACS would not present as a model for other public schools.

IV. CONCLUSION

For all of the reasons stated above, and giving due consideration to the findings of the District, the evidentiary record, and the requirements of the CSL, the following order shall enter:

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
STATE CHARTER SCHOOL APPEAL BOARD**

NORRISTOWN ACADEMY CHARTER SCHOOL,	:	
	:	
Petitioner,	:	
	:	Docket No. 2024-01
v.	:	
	:	
NORRISTOWN AREA SCHOOL DISTRICT,	:	
	:	
Respondent.	:	

ORDER

NOW, this 17th day of March 2025, based on the foregoing findings of fact, conclusions of law, discussion, and vote of the Board⁴, it is hereby **ORDERED** that the appeal of Norristown Academy Charter School is **DENIED**, and the August 19, 2020, decision of the Norristown Area School District Board of Education to deny the revised application for a charter is **AFFIRMED**.

For the State Charter School Appeal Board

/s/ Helena FG Liddle
Dr. Helena Gaspar-Liddle
Vice-Chair

⁴ At CAB’s meeting on February 18, 2025, Members Liddle, Alexander, and Kennedy voted to deny the appeal. Members Killion and Aichele voted to grant. Members Fitterer and Faustman were absent.