



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

July 19, 2013

Carol J. Hrobak
Docket Clerk
Pennsylvania Department of Education
333 Market Street, 9th Floor
Harrisburg, PA 17126

RE: *Pennsylvania Department of Education v. Solomon Charter School*
EDU-2013-SLAP-0204597

Dear Ms. Hrobak:

Enclosed for filing in the above referenced matter, please find an original and one copy of the Pennsylvania Department of Education's Supplement and Amendment to Order to Show Cause and Notice and Charges in Support of Revocation of Charter. Pursuant to 1 Pa. Code §§ 33.31-33.37, the enclosed document was served upon all parties to this matter in the manner and at the address indicated in the certificate of service.

If you require anything further, please do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "RD", written over a horizontal line.

Robert T. Datorre
Assistant Counsel

Enclosure

cc: Wendy Beetlestone, Esquire

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION**

PENNSYLVANIA DEPARTMENT OF EDUCATION,	:	
	:	
	:	
Petitioner,	:	
	:	
v.	:	DKT NO.: EDU-2013-SLAP-0204597
	:	
SOLOMON CHARTER SCHOOL,	:	
	:	
	:	
Respondent.	:	

**SUPPLEMENT AND AMENDMENT TO
ORDER TO SHOW CAUSE AND
NOTICE AND CHARGES IN SUPPORT OF REVOCATION OF CHARTER**

Pursuant to 1 Pa. Code § 35.48, the Pennsylvania Department of Education (Department) files this supplement to the Order to Show Cause and Notice and Charges in Support of Revocation of Charter (Notice) filed March 15, 2013, as an amendment to the Notice. For the additional reasons below, and without withdrawing or superseding the charges in the Notice, the Department intends to revoke the charter issued to Solomon Charter School (“Solomon Charter School” or “School”).

Solomon Charter School may file an answer to this amendment. *See* 1 Pa. Code § 35.37. If made, the answer shall be filed within 15 days after the date of service of this amendment.

The grounds for revocation as applicable to this amendment include:

- not providing a material component of the student’s education (24 P.S. § 17-1741-A(a)(3)(ii)(A));
- one or more material violations of a condition, standard or procedure contained in Solomon Charter School’s written charter (24 P.S. § 17-1729-A(a)(1));
- violation of the Charter School Law (CSL) (24 P.S. § 17-1729-A(a)(4)); and,

- violation of provisions of law from which Solomon Charter School has not been exempted (24 P.S. § 17-1729-A(a)(5)).

In support, the Department states:

INTRODUCTION

As early as 2010, Stephen Crane, one of the founders and current Chief Executive Officer (CEO) of Solomon Charter School, had a vision of establishing a charter school in center-city Philadelphia that would focus on Hebrew-language instruction and Middle Eastern studies and serve the students of the School District of Philadelphia and the geographically accessible, surrounding area. Stephen Crane's proposed school would operate at 1209 Vine Street in Philadelphia, the site previously used by Wakisha Charter School, a brick-and-mortar charter school authorized by the School District of Philadelphia. 1209 Vine Street is part of adjoining properties at 1209-1215 Vine Street, Philadelphia (1209-1215 Vine Street Property). At that time, Stephen Crane was the President of Telwell, Inc. (Telwell), the real estate firm that owned the 1209-1215 Vine Street Property, and Matthew Crane, Stephen Crane's son, served as Telwell's Vice-President. In early 2010, Telwell began preparing the 1209-1215 Vine Street Property for the charter school envisioned by Stephen Crane.

In the process of planning the proposed charter school, Stephen Crane learned that getting approval from the School Reform Commission (SRC) for the School District of Philadelphia presented a significant challenge and was unlikely. Undeterred, Stephen Crane began working to partner with World Communications Charter School, a brick-and-mortar charter school authorized to operate in the School District of Philadelphia, to open his envisioned charter school as an additional "campus" of that charter school. Stephen Crane's plans for his envisioned charter school were again set back, this time by World Communications Charter School's

determination that demand for a school with the focus proposed by Stephen Crane was insufficient to require a campus or specific course of study. Notwithstanding these obstacles, Stephen Crane was determined to open a charter school at his 1209-1215 Vine Street Property.

In or about March of 2011, Stephen Crane completed the Articles of Incorporation for Solomon Charter School, which were received by the Pennsylvania Department of State on April 1, 2011. Solomon Charter School's Articles of Incorporation identify Stephen Crane as the incorporator and as an initial director, and list 1213 Vine Street, Suite 209, Philadelphia, which is located at the 1209-1215 Vine Street Property, as the entity's address. 1213 Vine Street, Suite 209, is also the business address listed for Telwell and by Stephen Crane personally and for other entities in which he currently has or has previously had an interest.

On June 29, 2011, Solomon Charter School's Board of Trustees (Board) officially met and took action to appoint Stephen Crane as a trustee and chairman of the Board. The Board also adopted a written Conflict of Interest and Use of Property Policy and each Board member signed a "conflict of interest statement."

Planning for Solomon Charter School continued throughout 2011. During that time, Telwell signed a one-year lease with KIPP Philadelphia Charter School (KIPP) for the third and fourth floors of the 1209-1215 Vine Street Property, for the term of August 1, 2011 to July 31, 2012. In fact, from August 1, 2010 to July 31, 2012, Telwell leased portions of the third and fourth floor of the 1209-1215 Vine Street Property to KIPP Charter School for two individual one-year terms.

Stephen Crane continued to maintain a personal interest in Telwell in 2010, and acted as an officer, director or agent for Telwell during this time period. Matthew Crane continued to

maintain a personal interest in Telwell throughout 2010, 2011 and 2012, and continues to serve as an officer, director or agent for Telwell.

Throughout 2011, Stephen Crane and Solomon Charter School worked to complete an application for submission to the Department to establish a cyber charter school (Application) that would commence operation at the beginning of the 2012-2013 school year. On October 3, 2011, Stephen Crane and Solomon Charter School submitted an application to the Department to operate a cyber charter school. Stephen Crane continued to envision that his charter school would operate at Telwell's 1209-1215 Vine Street Property and, at the time of submission of its application to the Department, Solomon Charter School was marketing the 1209-1215 Vine Street Property as the facility for the proposed school and holding informational sessions at this facility.

Solomon Charter School's cyber charter application materials and the presentation at the public hearing held on the application touted the virtual classroom environment in which students would receive all their instruction. More importantly, although Stephen Crane was determined to use Telwell's 1209-1215 Vine Street Property as Solomon Charter School's facility, any mention of the use of this property as the School's facility was excluded from the application. Despite the ongoing marketing and use of the 1209-1215 Vine Street Property, Solomon Charter School represented in its application to the Department that the proposed cyber charter school would use a property at 1225 Vine Street, Philadelphia (1225 Vine Street Property) as its facility. The 1225 Vine Street Property is owned by 1225 Vine Street Investment Partnership, LP, not Telwell or any other entity in which Stephen Crane or Matthew Crane has a financial or other business interest. As such, the identification of the 1225 Vine Street property as the proposed facility for the future cyber charter school would not raise any concerns to the

Department or others who reviewed the application materials during the public comment period and prior to the Department's decision on the application.

During the public hearing on Solomon Charter School's application, Stephen Crane and other representatives of the School continued to identify the 1225 Vine Street Property as the proposed school's facility and made no mention of the 1209-1215 Vine Street Property. In response to a direct question concerning the facility for the proposed school at the 1225 Vine Street property and the ownership of that property by 1225 Vine Street Investment Partnership, LP, Stephen Crane confirmed that the members of 1225 Vine Street Investment Partnership, LP, have, "No relationship," with the individuals associated with Solomon Charter School and that the transaction was, "Entirely arm's length." Stephen Crane further explained that this is the "general policy" of Solomon Charter School.

At no time did Stephen Crane or any other person associated with Solomon Charter School seek to correct the inaccuracies and misrepresentations in the School's application or those made during the public hearing. Ultimately, in May 2102, the Department granted a charter for Solomon Charter School without Stephen Crane or any other person associated with Solomon Charter School having corrected the inaccurate and misrepresented information concerning the proposed school's facility. At no time following the granting of the charter for Solomon Charter School have Solomon Charter School, Stephen Crane or anyone associated with Solomon Charter School requested an amendment to the charter to list the 1209-1215 Vine Street Property as a facility of the School.

Beginning almost immediately following the granting of its charter, Solomon Charter School started intense preparations to open its school facility at the 1209-1215 Vine Street Property. Prior to the opening of the school and during the 2012-2013 school year, Solomon

Charter School spent a significant amount of funds to: repair, clean and paint the floors, walls, and other portions of the facility; purchase and lease equipment for the property, including teacher and student desks and furniture, projectors, white boards, smart boards and other instructional equipment; prepare and install wiring and other fixtures for network connectivity, Wi-Fi, intercom, and security cameras; and, make other improvements to the facility necessary to begin operations of the school – including those that would allow for implementation of the School’s plans to provide face-to-face instruction to students at the 1209-1215 Vine Street Property and which would not be required of a cyber charter school. Some of these improvements, including repairs to the physical facility and installation of wiring and fixtures for network connectivity, Wi-Fi, intercom, and security cameras, are not easily removed or would have no value if removed and, as a result, would likely remain installed at the 1209-1215 Vine Street Property even if Solomon Charter School ceased operations at the property and would result in a benefit to the landlord, Telwell.

Prior to the opening of the school and during the 2012-2013 school year, Solomon Charter School spent a significant amount of funds to provide services to students that received face-to-face instruction at the 1209-1215 Vine Street Property, including: hiring of food service personnel; contracting with a separate entity for food services; employment of numerous security staff; and, payment for transportation for students to attend school at the 1209-1215 Vine Street Property. Like the expenditures for the improvements to the facility referenced above, many of these expenditures are not required for proper operation of a cyber charter school and reduced the amount of funds available to the School to educate its students.

On or before August 1, 2012, Stephen Crane became CEO of Solomon Charter School and he continues to serve in this position. As Solomon Charter School’s CEO, Stephen Crane is

the administrative head of the School and serves in an advisory capacity to the Board and reports to the Board on all matters related to his duties. As CEO, Stephen Crane is ultimately responsible for routine fiscal matters, including payments of invoices and contracts as approved by the Board and general bookkeeping, accounting and audit responsibilities. Despite his new role as the School's CEO and his reporting responsibilities to the Board in that position, Stephen Crane remained on the Board until the Board's September 5, 2012 meeting, at which time he resigned from the Board and remained the School's CEO.

Notwithstanding Solomon Charter School's use of Telwell's 1209-1215 Vine Street Property beginning as early as 2011, including marketing of the School at that facility, expenditure of funds for improvements to the facility and opening of the School on September 5, 2012, at that facility, the School's Board was not presented with and did not formally consider approval of the lease for the property until October 3, 2012 – almost a month after the first day of school. Even though Solomon Charter School's charter is effective for only *five* years and the School would be required to apply to and receive approval from the Department for a renewal of its charter, the initial lease term in the lease contract between Telwell and the School that Stephen Crane presented to the Board is for a period of *ten* years. Additionally, the rental rate under the lease *increases* by almost *50%* within the *first year* and continues to increase a total of *75%* over the entire 10-year term. Under the terms of the lease, Solomon Charter School is also responsible for certain utilities as well as for portions of the fire and liability insurance for the 1209-1215 Vine Street Property. Solomon Charter School is even responsible for a portion of the real estate taxes, despite the fact that Pennsylvania law exempts certain charter schools and their lessors from payment of property taxes. Finally, if Solomon Charter School breaches the lease, including by failure to pay the “unconditional” rent payments due under the lease, the

School remains responsible for full payment of all rental amounts due under the remaining term of the lease.

The Department conducted an inquiry into whether Solomon Charter School was meeting the goals of its charter and was in compliance with its charter and applicable statutes and regulations during the 2012-2013 school year (2012 Assessment). During the 2012 Assessment, the Department requested records from Solomon Charter School regarding the facility at the 1209-1215 Vine Street Property. In response, Stephen Crane and Solomon Charter School provided the Department with a copy of the lease between Telwell and Solomon Charter School for the 1209-1215 Vine Street Property and further reported that Stephen Crane provided numerous donations and loans to the School including the value of “negotiations” with Telwell, the entity for which he previously served as President and for which Matthew Crane was now the “sole shareholder,” for rent reduction and “free,” temporary use of the 1209-1215 Vine Street Property, valued at over \$40,000.

On March 15, 2013, the Department issued the Notice, seeking to revoke the charter issued to Solomon Charter School. The averments and charges in support of revocation in the Notice are based, in part, on information received by the Department in the course of the 2012 Assessment, and deal primarily with the School’s failure to properly offer instruction to students as a cyber charter school. Following the issuance of the Notice, the Department continued the 2012 Assessment and its general oversight of Solomon Charter School’s operations.

Stephen Crane and Solomon Charter School have taken actions to adjust the manner in which the School operates, to create the appearance that the School is operating as a cyber charter school in accordance with the CSL. These actions were without advance notice to students or the Department, and include: terminating several teachers and security personnel,

including the only teacher employed by Solomon Charter School at that time that was certified in special education; elimination of all elective courses and extra-curricular activities; and, limitations on the instruction provided to students. The reduction in teaching staff has resulted in individual teachers being responsible for the education of up to 140 students in particular courses or subjects.

Further, notwithstanding Stephen Crane's resignation from the Board, he has continuously taken an active and principal role in directing the actions of the Board, including interfering with proper participation by Board members in Board meetings and dictating the terms of the Board members as he deemed appropriate to ensure that Solomon Charter School remains in operation and continues to provide a rental income to Telwell.

In addition to Solomon Charter School's failure to provide students with an appropriate cyber education, Solomon Charter School specifically failed to meet the educational needs of its special education students. Even though Solomon Charter School received a higher funding rate for special education students than for non-special education students – in some cases over \$11,000 more per year for each student – some of Solomon Charter School's special education students actually received less educational services than their non-special education peers, and were provided with little or none of the services required to meet their special education and related needs.

Stephen Crane and Solomon Charter School have even brazenly stated in writing that the School will *"no longer take attendance in any classes"* despite the fact that attendance monitoring is a legal requirement and a material condition of the School's charter. Solomon Charter School has further stated in writing that they will not "chase" students or their parents or "ask for the same level of accountability" if students do not submit work or participate in their

classes as necessary. Solomon Charter School's decision to cease attendance and work progress monitoring is a violation of law and the School's charter, permits students to violate compulsory attendance laws without repercussion, fails to ensure that the School is properly educating its students, and results in the School billing thousands of dollars to school districts without proof that the students are even attending or participating in the School. Additionally, Solomon Charter School's new class schedule does not provide students with the required minimum instructional time of 180 days or 990 hours.

Even more disturbing, a search of Pennsylvania's public Megan's Law registry found that an individual listed on the registry resides at 1213 Vine Street, in Telwell's 1209-1215 Vine Street Property which also houses Solomon Charter School. This individual lives on the same floor, presumably only steps away, from the office suite listed as the mailing address for Telwell and Stephen Crane individually.

Stephen Crane and Solomon Charter School's actions prior to and following the issuance of the Notice evidence a careless disregard for the educational needs and safety of the School's students. In Solomon Charter School's own words, these changes "will compromise the quality of the educational programs we offer at Solomon Charter School."

Based on the additional evidence obtained by the Department, the Department avers as follows:

BACKGROUND

1. Pursuant to 1 Pa. Code § 33.3, the Notice filed in the docket in this matter is incorporated by reference as if fully set forth herein.

**Stephen Crane and Solomon Charter School's Misrepresentations and Improper Actions
Relating to the School's Facility at the 1209-1215 Vine Street Property**

2. As early as 2010, Stephen Crane sought to establish a charter school in center-city Philadelphia that would focus on Hebrew-language instruction and Middle Eastern studies, and serve the students of the School District of Philadelphia and the geographically accessible area.
3. Stephen Crane's proposed school would operate at 1209 Vine Street in Philadelphia, which is part of adjoining properties at 1209-1215 Vine Street, Philadelphia (1209-1215 Vine Street Property).
4. Telwell, Inc. (Telwell) is the real estate firm that owns the 1209-1215 Vine Street Property.
5. In 2010, Stephen Crane was the President of Telwell and Matthew Crane, Stephen Crane's son, served as Telwell's Vice-President.
6. In early 2010, Telwell began preparing the 1209-1215 Vine Street Property for the proposed charter school.
7. In or before 2010, Stephen Crane learned that getting approval from the School Reform Commission (SRC) for the School District of Philadelphia for a new charter school was unlikely, and Stephen Crane began working to partner with World Communications Charter School, a charter school authorized to operate in the School District of Philadelphia, to open his charter school as an additional "campus" of that charter school.
8. World Communications Charter School determined that demand for Stephen Crane's proposed school was insufficient to require a campus or specific course of study.
9. Stephen Crane continued to seek avenues to open a charter school at the 1209-1215 Vine Street Property.

10. Stephen Crane continued to maintain a personal interest in Telwell in 2010 and acted as an officer, director or agent for Telwell during this time period.
11. Matthew Crane continued to maintain a personal interest in Telwell throughout 2010, 2011 and 2012, and continues to serve as an officer, director or agent for Telwell.
12. In or about March of 2011, Stephen Crane completed and signed Articles of Incorporation for Solomon Charter School, Inc. (“Solomon Charter School” or “School”.)
13. Solomon Charter School’s Articles of Incorporation were received by the Pennsylvania Department of State on April 1, 2011, and listed Stephen Crane as the incorporator and as an initial director.
14. Solomon Charter School’s address, as listed in the Articles of Incorporation, is 1213 Vine Street, Suite 209, Philadelphia, which is located in Telwell’s 1209-1215 Vine Street Property.
15. 1213 Vine Street, Suite 209, is the business address listed by Stephen Crane individually and for other entities in which he currently has or has previously had an interest.
16. 1213 Vine Street, Suite 209, is the business address listed for Telwell.
17. On June 29, 2011, Solomon Charter School’s Board of Trustees (Board) officially met and took action to appoint Stephen Crane as a trustee and chairman of the Board.
18. The minutes of the Board’s June 29, 2011 meeting also reflect that the Board adopted a written Conflict of Interest and Use of Property Policy and that each Board member signed a “conflict of interest statement.”
19. From August 1, 2010, to July 31, 2012, Telwell leased portions of the third and fourth floor of the 1209-1215 Vine Street Property to KIPP Philadelphia Charter School (KIPP) for two individual one-year terms, with the last term ending July 31, 2012.

20. Planning for Solomon Charter School continued throughout 2011 as Stephen Crane and the School worked on completing an application for submission to the Department to establish a cyber charter school that proposed to begin operation at the beginning of the 2012-2013 school year.
21. On October 3, 2011, Solomon Charter School submitted an application to the Department to operate a cyber charter school (Application).
22. Solomon Charter School's Application and the presentation at the public hearing held on the Application touted the virtual classroom environment in which students would receive all their instruction.
23. Section 1745-A(d) of the Charter School Law (CSL), 24 P.S. § 17-1745-A(d), provides that an application to establish a cyber charter school shall be submitted to the Department.
24. Section 1747-A(16) of the CSL, 24 P.S. § 17-1747-A(16), provides that an application to establish a cyber charter school shall include, "The addresses of all facilities and offices of the cyber charter school, the ownership thereof and any lease arrangements."
25. In 2011, Stephen Crane continued to plan that Solomon Charter School would operate at Telwell's 1209-1215 Vine Street property.
26. At the time of submission of its Application, Solomon Charter School was marketing the 1209-1215 Vine Street Property as the facility for the proposed school and holding informational sessions at this facility.
27. Any mention of the use of the 1209-1215 Vine Street Property as the School's facility was excluded from the Application.

28. In its Application, Solomon Charter School represented to the Department that the proposed cyber charter school would use a property at 1225 Vine Street, Philadelphia, as its facility (1225 Vine Street Property).
29. The 1225 Vine Street Property is owned by 1225 Vine Street Investment Partnership, LP, not Telwell or any other entity in which Stephen Crane or Matthew Crane has a financial or other business interest.
30. Identification of the 1225 Vine Street Property as the proposed facility for Solomon Charter School would not raise any concerns to the Department or others who reviewed the Application prior to the Department's decision on the Application.
31. During the public hearing on Solomon Charter School's Application, Stephen Crane and other representatives of the School continued to identify the 1225 Vine Street Property as the proposed school's facility and made no mention of Telwell's 1209-1215 Vine Street Property.
32. During the public hearing on Solomon Charter School's Application, in response to a direct question concerning the facility for the proposed school at the 1225 Vine Street Property and the ownership of that property by 1225 Vine Street Investment Partnership, LP, Stephen Crane confirmed that the members of 1225 Vine Street Investment Partnership, LP, have, "No relationship," with the individuals associated with Solomon Charter School and that the transaction was, "Entirely arm's length."
33. At no time did Stephen Crane or any other person associated with Solomon Charter School seek to correct the inaccuracies and misrepresentations in the School's Application or those made during the public hearing.

34. In May 2012, the Department granted a charter for Solomon Charter School without Stephen Crane or any other person associated with Solomon Charter School having corrected the inaccurate and misrepresented information concerning the school's proposed facility.
35. Prior to the opening of the School and during the 2012-2013 school year, Solomon Charter School spent a significant amount of funds on the 1209-1215 Vine Street Property to: repair, clean and paint the floors, walls, and other portions of the property; purchase and lease equipment for the property, including teacher and student desks, projectors, white boards, smart boards and other instructional equipment; prepare and install wiring and other fixtures for network connectivity, Wi-Fi, intercom, and security cameras; and, make improvements to the property necessary to begin operations of the school – including those that would allow for implementation of the School's plans to provide face-to-face instruction to students and which would not be required of a cyber charter school.
36. Some of Solomon Charter School's improvements to the 1209-1215 Vine Street Property, including repairs to the physical facility and installation of wiring and fixtures for network connectivity, Wi-Fi, intercom, and security cameras, are not easily removed or would have no value if removed and, as a result, would likely remain installed at the 1209-1215 Vine Street Property even if Solomon Charter School ceased operations at the property and would result in a benefit to the landlord, Telwell.
37. Prior to the opening of the school and during the 2012-2013 school year, Solomon Charter School spent a significant amount of funds to provide services to students that received face-to-face instruction at the 1209-1215 Vine Street Property, and which would

not be required for cyber instruction, including: hiring of food service personnel; contracting with a separate entity for food services; employment of security staff; and, payment for transportation for students to attend school at the 1209-1215 Vine Street Property.

38. On or before August 1, 2012, Stephen Crane became CEO of Solomon Charter School and he continues to serve in this position.
39. As Solomon Charter School's CEO, Stephen Crane is the administrative head of the School and serves in an advisory capacity to the Board and reports to the Board on all matters related to his duties.
40. As Solomon Charter School's CEO, Stephen Crane is ultimately responsible for routine fiscal matters, including payments of invoices and contracts as approved by the Board and general bookkeeping, accounting and audit responsibilities.
41. Notwithstanding his role as the School's CEO, Stephen Crane remained on the Board until the Board's September 5, 2012 meeting, at which time he resigned from the Board and remained the School's CEO.
42. Although Solomon Charter School's use of the 1209-1215 Vine Street Property began as early as 2011, the School's Board was not presented with and did not formally consider approval of the lease for the 1209-1215 Vine Street Property (1209-1215 Vine Street Property Lease) until October 3, 2012.
43. Solomon Charter School's charter is effective for only five years, until June 30, 2017.
44. Solomon Charter School would be required to apply to and receive approval from the Department for a renewal of its charter.

45. The term of the 1209-1215 Vine Street Property Lease between Telwell and Solomon Charter School for the 1209-1215 Vine Street Property is for a period of ten years.
46. The rental rate under the 1209-1215 Vine Street Property Lease increases by almost 50% within the first year and continues to increase a total of 75% over the entire 10-year term.
47. Under the terms of the 1209-1215 Vine Street Property Lease, Solomon Charter School is also responsible for certain utilities as well as for portions of the fire and liability insurance for the 1209-1215 Vine Street Property.
48. Under the terms of the 1209-1215 Vine Street Property Lease, Solomon Charter School is also responsible for a portion of the real estate taxes.
49. As a cyber charter school, Pennsylvania law could exempt the School and the lessor from payment of property taxes. *See* 24 P.S. § 17-1722-A(e).
50. If Solomon Charter School breaches the 1209-1215 Vine Street Property Lease, including by failure to pay the “unconditional” rent payments due under the lease, the School remains responsible for full payment of all rental amounts due under the remaining term of the lease.
51. Stephen Crane and Solomon Charter School reported to the Department that Stephen Crane provided numerous donations and loans to the School, including the value of “negotiations” with Telwell for the 1209-1215 Vine Street Property Lease.
52. At no time following the granting of its charter did Solomon Charter School request an amendment to its charter to include the 1209-1215 Vine Street Property as a facility or office of the School.

53. A search of Pennsylvania's public Megan's Law registry found that an individual listed on the registry resides at 1213 Vine Street, in the same 1209-1215 Vine Street Property which houses Solomon Charter School.

Improper Governance of Solomon Charter School at Stephen Crane's Direction

54. A cyber charter school "must be organized as a public, nonprofit corporation." 24 P.S. § 17-1703-A (definition of "cyber charter school.")
55. The CSL vests the primary authority of a cyber charter school's operations in its board of trustees. Specifically,

The board of trustees of a [cyber] charter school shall have the authority to decide matters related to the operation of the school, including but not limited to, budgeting, curriculum and operating procedures, subject to the school's charter. The board shall have the authority to employ, discharge and contract with necessary professional and nonprofessional [employees] subject to the school's charter and the provisions of [the CSL.]

24 P.S. § 17-1716-A(a).

56. A cyber charter school's board of trustees "shall comply with the act of July 3, 1986 (P.L. 388, No. 4), known as the 'Sunshine Act.'" 24 P.S. § 17-1716-A(c).
57. As part of its application, a cyber charter applicant shall provide information on "the proposed governance structure of the [cyber] charter school, including a description and method for the appointment or election of members of the board of trustees." 24 P.S. § 17-1719-A(4).
58. Solomon Charter School's Application, as incorporated in its charter, identified the members of its Board. Application, Appendix D.
59. Solomon Charter School's Application, as incorporated in its charter, included a copy of the School's bylaws. Application, Appendix B.

60. On April 8, 2013, Solomon Charter School provided to the Department a copy of its bylaws as finally adopted by the School's Board (Bylaws).
61. Solomon Charter School's Application, as incorporated in its charter, identified the members of its Board as: Stephen Crane; Charles Kahn, Jr.; Jerry Hecht; Steve Mac; and, Mabel Chi Chan. Application, Appendix D.
62. Solomon Charter School's Application, as incorporated in its charter, identified founders of the School who are not members of its Board as: Michael Whisman, CPA; Harold Kurtz, Ed.D.; Marci A. Perlstadt; Joseph Puder; Dr. Sandra Sterling Epstein; Jack Bershada, Esq.; Julie Wong; and, Dr. Kenneth I. Rosenstein. Application, Appendix D.
63. On March 14, 2013, Solomon Charter School identified the members of the Board as: Charles Kahn, Jr.; Steve Mac; Mabel Chan; Joe Puder; Lee Bender; Robert Sklaroff; and, Jerry Hecht.
64. Solomon Charter School stated that Mr. Puder, Mr. Bender and Mr. Sklaroff were added to the Board on or after March 6, 2013, and that Mr. Hecht's term on the School's Board "is up as of either March or May."
65. On April 8, 2013, Solomon Charter School provided the Department with copies of the Board's meeting minutes, including those of the June 29, 2011, August 1, 2012, and September 5, 2012 meetings, which identify Julie Wong as a member of the Board.
66. At no time prior to April 8, 2013, was the Department notified by Solomon Charter School or any other individual acting on behalf of the School that Ms. Wong was a member of the Board, even though Ms. Wong was specifically identified in Solomon Charter School's Application as a founder who was not a member of the Board.

67. The minutes of the Board's meetings following September 5, 2012, do not identify Ms. Wong as attending the Board's meetings.
68. Solomon Charter School stated that Ms. Wong resigned from the Board in February 2013, although no other documentation to support that Ms. Wong resigned from the Board in February 2013 or at any other time has been provided by the School.
69. Notwithstanding Stephen Crane's resignation from the Board, he has continuously taken an active and principal role in directing the actions of the Board.
70. During the 2012-2013 school year, Stephen Crane interfered with the proper participation by Board members in Board meetings in a manner contrary to the School's Bylaws.
71. Solomon Charter School's Bylaws provide that one or more persons may participate in a Board meeting "by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other." Bylaws, Section 3.10.6.
72. During the 2012-2013 school year, with Stephen Crane's direction, Charles Kahn "participated" in at least two Board meetings through cellular telephone communication with Stephen Crane that were not conference telephone communications and that did not permit all persons participating in the meeting to hear each other.
73. During the 2012-2013 school year, Stephen Crane participated in directing the terms of the Board members as he deemed appropriate.
74. Solomon Charter School's Bylaws provide that the initial Board members shall be staggered in one, two, and three-year terms. Bylaws, Section 3.3.
75. At no time prior to March 2013, were the terms of the initial Board members staggered in accordance with the School's Bylaws.

76. During the Board's March 6, 2013 meeting, Stephen Crane presented to the Board an action item to fix the end of the terms of Board members Jerry Hecht and Charles Kahn to the end of March 2013.
77. The Board did not take action on the action item to fix the end of the terms of Board members Jerry Hecht and Charles Kahn to the end of March 2013 during the Board's March 6, 2013 meeting.
78. Solomon Charter School's Bylaws state that nominations for election of new Board members may be made by the Nominating Committee or by any Board member. Bylaws, Section 3.2.
79. During the Board's March 6, 2013 meeting, Stephen Crane presented to the Board an action item to elect Robert Sklaroff, Joseph Puder and Lee Bender as members of the Board.
80. Stephen Crane called for a vote on the nominations, which were not approved by the Board in accordance with the School's Bylaws.
81. Solomon Charter School's Bylaws provide that any Board member may resign by delivering a written resignation to the Board. Bylaws, Section 3.5.
82. On March 7, 2013, Charles Kahn submitted to Stephen Crane his written and immediate resignation from the Board.
83. Notwithstanding the Board's action during its March 6, 2013 meeting that did not result in the election of new Board members, during the Board's April 3, 2013 meeting, Stephen Crane acknowledged Robert Sklaroff, Joseph Puder and Lee Bender as members of the Board.

84. Notwithstanding the inaction of the Board during its March 6, 2013 meeting concerning the terms of Jerry Hecht and Charles Kahn, and Charles Kahn's resignation from the Board on March 7, 2013, during the Board's April 3, 2013 Board meeting, Stephen Crane presented to the Board an action item to restate and ratify Board member terms that fix the end of the terms of Jerry Hecht and Charles Kahn on March 31, 2013, and which did not recognize Charles Kahn's resignation.

Irregularities in Solomon Charter School's Hiring of Jesse Klapholz

85. The School's Bylaws state that the Board's authority includes the ability to: make contracts and leases for the procurement of services, equipment, and supplies; approve or ratify all contracts as determined by the policy on contracting; fix the salary or other compensation of the CEO, Principals, teachers, and other employees of the School; and, approve all personnel actions. Bylaws, Section 3.7(f), (m), (p), and (q).
86. The minutes of the Board's August 1, 2012 meeting identify that Jesse Klapholz was hired to provide "food service" for the School.
87. The minutes of the Board's September 2, 2012 meeting identify Mr. Klapholz as the School's "Business Manager."
88. No information is included in the minutes of the Board's August 1, 2012 or September 2, 2012 meetings to evidence official Board action or otherwise explain how Mr. Klapholz was hired as the School's Business Manager.
89. The minutes of the Board's October 3, 2012 meeting identify Mr. Klapholz as the School's "Executive Director."

90. No information is included in the minutes of the Board's August 1, 2012, September 2, 2012 or October 3, 2012 meetings to evidence official Board action or otherwise explain how Mr. Klapholz was hired as the School's Executive Director.
91. The minutes of the Board's meetings do not include any reference to a review by the Board, Stephen Crane or Dr. Sandra Epstein, of Mr. Klapholz's education, experience, certifications, criminal history records, or other credentials to support the hiring of Mr. Klaphoz as the School's Business Manager or Executive Director.

Solomon Charter School's Actions Following Issuance of the Notice

92. Since March 15, 2013, Stephen Crane and Solomon Charter School have, without advance notice to students or the Department, taken actions to adjust the manner in which the School operates to create the appearance that the School is operating as a cyber charter school in accordance with its charter and the CSL.
93. Since March 15, 2013, Stephen Crane and Solomon Charter School have terminated several teachers and security personnel, including the only teacher employed by Solomon Charter School at that time that was certified in special education.
94. Solomon Charter School did not provide any notice to the Department that it was ceasing the offering of electives or terminating a number of teachers and staff members for the remainder of the 2012-2013 school year.
95. With respect to the services for special education students, Solomon Charter School's Application, as incorporated in its charter, states,

Initial Evaluation: Upon receipt of the permission to evaluate from the child's parent, [Solomon Charter School] will convene an Evaluation Team to conduct the Multidisciplinary Evaluation (MDE). The Evaluation Team will be composed of *qualified professionals* (including at least one teacher) and parents.

Application, Pg. 44 (*emphasis added*).

96. With respect to the services for special education students, Solomon Charter School's Application, as incorporated in its charter, states,

IEP Team: If a child is identified as a "student with a disability," [Solomon Charter School] must convene its IEP Team within 30 days from the completion of the evaluation. The IEP Team will be composed of the following persons:

The parents of a child with a disability;

- Not less than one "regular" education teacher (virtual school teacher);
- Not less than one special education teacher, or when appropriate, not less than one special education provider;
- A representative of the local educational agency (LEA) who is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities; is knowledgeable about the general education curriculum; and is knowledgeable about the availability of resources of the LEA;
- An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described above;
- Other individuals, at the discretion of the parent or the agency, who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
- Whenever appropriate, the child with a disability.

Application, Pg. 46 (*emphasis in original*).

97. With respect to the services for special education students, Solomon Charter School's Application, as incorporated in its charter, states,

Additional implementation components of [Solomon Charter School's] special education policy include:

* * *

- Common Meeting Time – Our regular education teachers and specialty teachers will meet together with special education teachers and TESOL teachers at least once per

week to plan for the inclusion of gifted, disabled, and ELL students in virtual classroom activities.

Application, Pg. 49.

98. Prior to March 22, 2013, Solomon Charter School had only one teacher on staff that was certified in any area of special education.
99. Beginning approximately on March 25, 2013, and until or following May 6, 2013, Solomon Charter School did not have on staff any teacher or other person certified in any area of special education.
100. In a letter from Dr. Epstein, Solomon Charter School's Chief Academic Officer, to the "Solomon Charter School Families" dated March 22, 2013 (School's March 22, 2013 Letter) the School notified students and their parents that Dr. Epstein will work through the development and supervision of the growing number of special education students.
101. Dr. Epstein communicated to at least one parent of a special education student enrolled at the School that she was "qualified" to provide special education services and prepare the IEP.
102. Dr. Epstein is not certified by the Department in any area of special education and is not qualified or legally authorized to provide special education services or prepare an IEP.
103. Solomon Charter School did not request an amendment to its charter to eliminate all special education staff from the School staff identified in its charter.
104. Since March 15, 2013, Stephen Crane and Solomon Charter School have eliminated all elective courses and extra-curricular activities.
105. Solomon Charter School's Application, as incorporated in its charter, states,

The core concept of our unique educational program is the Language/Culture/Civilization foundation. This will be part of and foundational to all other aspects of the program. Mathematics,

English, Science, History, and other academic areas of exploration will take center stage. Most assuredly, music, journalism, art, drama, computers and technology, athletics, and incorporation of city resources will also have their place.

See Application, Pg. 1.

106. Solomon Charter School's Application, as incorporated in its charter, lists the following as "measurable academic goals and objectives to promote student learning,"

Academic Goal 5. Students will develop an informed appreciation of the arts and participate in their creation.

Academic Goal 6. Students will learn the essentials necessary for a healthy, safe, and physically fit life.

See Application, Pg. 4.

107. Solomon Charter School's Application, as incorporated in its charter, identifies the following as a "critical element" of its educational program,

Academics - The most fundamental aspect of the school will be the continued focus on and planning for academic excellence. This will be part of and foundational to all other aspects of the program. Mathematics, English, Science, History, and other academic areas of exploration will take center stage. *Most assuredly, music, journalism, art, drama,* computers and technology, athletics, and incorporation of city resources will also have their place.

See Application, Pg. 6 (emphasis added).

108. Solomon Charter School's Application, as incorporated in its charter, lists various electives, including music, art and drama, as part of the course offerings in each proposed grade level. *See Application, Pgs. 9-15.*
109. The information posted under the "About Us" link on Solomon Charter School's website, www.solomoncharter.org (last accessed April 18, 2013), promotes that "[b]eyond the central core, groups of minor subjects from elective arts to health exist."

110. In the School's March 22, 2013 Letter, the School notified students and their parents that the School is dropping its elective programs and all additional programming, including plans for many spring events, and that all gym, music, drama, public speaking and Global Issues class sessions will stop, with Gym/Health and Global Issues continuing as on-line courses only.
111. At no time prior to or following the School's March 22, 2013 Letter did Solomon Charter School provide additional information on its website, www.solomoncharter.org (Last Accessed April 18, 2013), of a revised course schedule for the 2012-2013 school year.
112. Solomon Charter School did not provide any notice to the Department that it was ceasing the offering of electives for the remainder of the 2012-2013 school year.
113. Solomon Charter School did not request an amendment to its charter to eliminate all elective courses from the course offerings identified in its charter.
114. On or about April 3, 2013, Stephen Crane and Solomon Charter School stated in writing that the School will "no longer take attendance in any classes."
115. On or about April 3, 2013, Stephen Crane and Solomon Charter School stated in writing that the School will not "chase" students or their parents or "ask for the same level of accountability" if students do not submit work or participate in classes as necessary.
116. Children between the ages of six and twenty-one years are entitled to attend the public schools within their resident districts. *See* 24 P.S. § 13-1301.
117. Once a child's parent enrolls the child in school, which shall not be later than eight years of age, until the age of seventeen, the child is required by the compulsory attendance law to attend school. *See* 24 P.S. §§ 13-1326 and 13-1327.

118. When a student of compulsory school age does not attend school for three or more days without a valid excuse for the absences, the cyber charter school must provide written notification to the student's school district of residence of the student's unlawful absences. *See* 24 P.S. § 13-1332.
119. After such notification, the school district of residence is responsible for enforcing the compulsory attendance laws in accordance with the Public School Code. *See* 24 P.S. § 13-1354.
120. When a student does not attend the cyber charter school for ten consecutive days without a valid excuse for the absences, the cyber charter school must remove the student from its active membership roll and notify the school district of residence of the student's withdrawal. 22 Pa. Code § 11.24.
121. In order to comply with these provisions, a cyber charter school is required to have student attendance policies, including the manner in which the cyber charter school will monitor attendance. 24 P.S. § 17-1747-A(14).
122. A cyber charter school shall provide a minimum of 180 days or 990 hours of instruction for students in grades 7-12. *See* 24 P.S. § 17-1715-A(9); 22 Pa. Code §§ 11.1 and 11.3
123. Solomon Charter School's Application, as incorporated in its charter, includes detailed information relating to student attendance monitoring. *See* Application, Pgs. 89-91.
124. Solomon Charter School's Application, as incorporated in its charter, states

Students will be required to follow the school calendar, which will include a minimum of 180 days of instruction. Students must log on at a designated time each day. At the end of each day, the responsible individual fills out an attendance log that includes all work completed (both online and offline) and time spent on task. Additionally, teachers contact the responsible adult on a regular basis, and will verify their log of student work. Records are maintained at the school office. Teachers and school administrators

review attendance logs on a regular basis to determine that student are on track to complete the 900 hours (for elementary grades) and 990 hours (for secondary grades) and at least 180 days of instruction. The assigned staff must be provided with a satisfactory written explanation for any absence from the regular school calendar day.

See Application, Pg. 89.

125. Solomon Charter School's Application, as incorporated in its charter, states, "Students must attend 8 hours per day for the 180 days that are listed on school calendar approved by the School Board. Failure to attend will result in charges of truancy or unexcused absence that can ultimately result in dismissal." Application, Pg. 90.

126. Solomon Charter School's Application, as incorporated in its charter, states, "Students who do not attend for 3 days in a row without excused absences will be reported as truant to the child's home school district via email and U.S. mail." Application, Pg. 90.

127. Solomon Charter School's Charter Application, as incorporated in its charter, states that the School

will follow the 'attendance' guidelines set forth in 24 P.S. § 13-1333. The student information software system will be used to track attendance quickly and accurately, allowing for seamless communication between the teachers and the administration and the parents.

Application, Pg. 90.

128. Solomon Charter School's Application, as incorporated in its charter, states that

The student will be considered truant after 3 consecutive days, 7 non-consecutive days per month, or 15 school days in a school year if no contact between the student's parent or guardian and the school. The school will make every attempt through email and phone calls to make contact with the child's parent or guardian for a lawful excuse as indicated in accordance with Section 13-1332 of the Public School Code. The school will notify the student via telephone or email to indicate the violation and further actions that may result. The student's sending school district will be contacted

via email and U.S. mail to indicate the student's truancy in compliance with 24 P.S. § 13-1333.

Application, Pg. 91.

129. Solomon Charter School did not request an amendment to its charter to revise the attendance and work progress monitoring policies and procedures identified in its charter.
130. Solomon Charter School's decision to cease monitoring student attendance permits students to violate compulsory attendance laws without repercussion.
131. Solomon Charter School's decision to cease monitoring student attendance results in the School billing hundreds of thousands of dollars to resident school districts without evidence that the students are attending the School.
132. Solomon Charter School's Application, as incorporated in its charter, identifies that the School will offer at least 6.5 hours of actual instruction time per day, or 32.5 hours in a standard 5-day (Monday-Friday) week, for a total of 180 days or 1170 hours during the school year, based on instruction to all grades on each school day. Application, Pgs. 41 and 56.
133. On or about April 3, 2013, Stephen Crane and Solomon Charter School detailed the School's new "schedule of class sessions" which reduces the instruction time for students from 6.5 hours per day, to approximately 4.17 hours per day, and only two instructional days per week for any grade level.
134. Solomon Charter School's new "schedule of class sessions" reduces the amount of instructional time for students by approximately 24.16 hours per week for the 11 weeks remaining in the School's school year, a total of at approximately 265.75 hours or more.
135. Based on the reduced instructional time, Solomon Charter School will not provide a total of 180 days or 990 hours of instruction to its students in the 2012-2013 school year.

136. Solomon Charter School did not request an amendment to its charter to reduce the days or hours of instruction offered by the School.
137. Stephen Crane and Solomon Charter School's actions prior to and following the issuance of the Notice evidence a careless disregard for the educational needs and safety of the School's students and of the requirements of its charter and applicable law.
138. As stated by Solomon Charter School, the actions taken by the School since the issuance of the Notice "will compromise the quality of the educational programs [offered] at Solomon Charter School."

I. GROUNDS FOR IMMEDIATE REVOCATION OF SOLOMON CHARTER SCHOOL'S CHARTER UNDER SECTION 1741-A(a)(3)(ii) OF THE CSL.

139. For each and any of the following reasons, the charter approved for Solomon Charter School should be immediately revoked.

A. Solomon Charter School did not provide a material component of the student's education.

24 P.S. § 17-1741-A(a)(3)(ii)(A)

i. Solomon Charter School did not employ necessary special education staff.

140. Paragraphs 1, 92-103 and 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School failed to provide each student with a material component of the student's education by not employing or contracting with necessary special education staff and the charter should be immediately revoked.

ii. Solomon Charter School discontinued providing elective courses to students.

141. Paragraphs 1, 92-94, 104-113 and 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School failed to provide each student with a material component of the student's education by not offering or providing elective courses after March 22, 2013, and the charter should be immediately revoked.

iii. Solomon Charter School discontinued attendance and work progress monitoring.

142. Paragraphs 1, 92-94, 114-131 and 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School failed to provide each student with a material component of the student's education by discontinuing student attendance and work progress and the charter should be immediately revoked.

iv. Solomon Charter School failed to provide the minimum required instruction.

143. Paragraphs 1, 92-94, 122-125 and 132-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School failed to provide each student with a material component of the student's education by not providing the minimum required 180 days or 990 hours of instruction and the charter should be immediately revoked.

**II. GROUNDS FOR REVOCATION OF SOLOMON CHARTER SCHOOL'S
CHARTER UNDER SECTION 1729-A(a) OF THE CSL.**

144. In addition to the reasons stated above for immediate revocation, for each and any of the following reasons, the charter approved for Solomon Charter School should be revoked.

**A. Solomon Charter School committed one or more material violations of the
conditions, standards or procedures contained in its written charter.**

24 P.S. § 17-1729-A(a)(1)

i. Solomon Charter School misrepresented the location of School's proposed facility.

145. Paragraphs 1-53 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School's failure to properly identify the School's proposed facility in its application constitutes a material violation of the conditions, standards or procedures contained in its written charter and the charter should be revoked.

ii. Solomon Charter School operates from a facility not identified in its charter.

146. Paragraphs 1-53 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School's operation at or from a facility not identified in its charter constitutes a material violation of the conditions, standards or procedures contained in its written charter and the charter should be revoked.

iii. Solomon Charter School did not employ necessary special education staff.

147. Paragraphs 1, 92-103 and 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School's failure to employ or contract with necessary special education staff constitutes a material violation of the conditions, standards or procedures contained in its written charter and the charter should be revoked.

iv. Solomon Charter School discontinued providing elective courses to students.

148. Paragraphs 1, 92-94, 104-113, and 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School's discontinuance of elective courses on or about March 22, 2013, constitutes a material violation of the conditions, standards or procedures contained in its written charter and the charter should be revoked.

v. Solomon Charter School discontinued attendance and work progress monitoring.

149. Paragraphs 1, 92-94, 114-131, 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School's discontinuance of student attendance and work progress monitoring constitutes a material violation of the conditions, standards or procedures contained in its written charter and the charter should be revoked.

vi. Solomon Charter School failed to provide the minimum required instruction.

150. Paragraphs 1, 92-94, 122-125 and 132-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School's failure to provide the minimum required 180 days or 990 hours of instruction constitutes a material violation of the conditions, standards or procedures contained in its written charter and the charter should be revoked.

vii. Solomon Charter School did not comply with its Bylaws in removing members of the School's Board.

151. Paragraphs 1-84 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School's failure to comply with its Bylaws when removing each of Julie Wong, Jerry Hecht and Charles Kahn from the School's Board constitutes a material violation of the conditions, standards or procedures contained in its written charter and the charter should be revoked.

viii. Solomon Charter School did not comply with its Bylaws in adding members of the School's Board.

152. Paragraphs 1-84 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School's failure to comply with its Bylaws when adding each of Robert Sklaroff, Joseph Puder and Lee Bender to the School's Board constitutes a material violation of the conditions, standards or procedures contained in its written charter and the charter should be revoked.

ix. Solomon Charter School did not comply with its Bylaws in employing Jesse Klapholz.

153. Paragraphs 1, 54-56, 59-60 and 85-91 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School's failure to comply with its Bylaws in the employment of Jesse Klapholz constitutes a material violation of the conditions, standards or procedures contained in its written charter and the charter should be revoked.

B. Solomon Charter School violated the CSL.

24 P.S. § 17-1729-A(a)(4)

i. Solomon Charter School misrepresented the location of the School's proposed facility.

154. Paragraphs 1-53 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School violated the CSL by not properly identifying the School's proposed facility in its application and its charter should be revoked.

ii. Solomon Charter School operates from a facility not identified in its charter.

155. Paragraphs 1-53 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School violated the CSL by operating at or from a facility not identified in its charter and its charter should be revoked.

iii. Solomon Charter School did not employ necessary special education staff.

156. Paragraphs 1, 92-103 and 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School violated the CSL by not employing or contracting with necessary special education staff and the charter should be revoked.

iv. Solomon Charter School discontinued providing elective courses to students.

157. Paragraphs 1, 92-94, 104-113, 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School violated the CSL by discontinuing elective courses on or about March 22, 2013, and the charter should be revoked.

v. Solomon Charter School discontinued attendance and work progress monitoring.

158. Paragraphs 1, 92-94, 114-131, 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School violated the CSL by discontinuing student attendance monitoring and the charter should be revoked.

vi. Solomon Charter School failed to provide the minimum required instruction.

159. Paragraphs 1, 92-94, 122-125 and 132-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School violated the CSL by not providing the minimum required 180 days or 990 hours of instruction and its charter should be revoked.

C. Solomon Charter School violated provisions of law from which it has not been exempted.

24 P.S. § 17-1729-A(a)(5)

i. Solomon Charter School violated the provisions of 24 P.S. § 13-1332.

160. Paragraphs 1, 92-94, 114-131, 137-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School failed to properly track attendance to accurately and properly furnish to district superintendents, attendance officers, home and school visitors, or secretaries of the boards of school directors, lists of the names and residences of all children between six and eighteen years of age enrolled in the School or who should be withdrawn from the School, or who have been absent three days, or their equivalent, during the term of compulsory attendance, without lawful excuse, and have violated 24 P.S. § 13-1332 and its charter should be revoked.

ii. Solomon Charter School failed to provide the minimum required instruction.

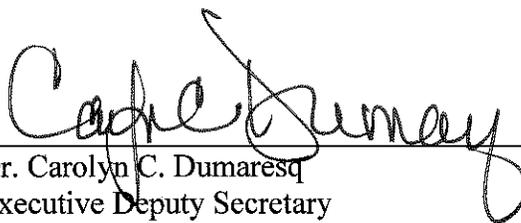
161. Paragraphs 1, 92-94, 122-125 and 132-138 above are incorporated herein by reference.

WHEREFORE, Solomon Charter School violated 22 Pa. Code §§ 11.1 and 11.3 by not providing the minimum required 180 days or 990 hours of instruction and its charter should be revoked.

CONCLUSION

Solomon Charter School failed to operate the School as a cyber charter school in a manner that provided the education required by law and that it promised to the Department and students in its charter and other materials. In any combination, Solomon Charter School's failures and violations are severe, pervasive and inherent in the School's operations. For the reasons above, and for any additional reasons that may be presented at the hearing scheduled in connection with the Notice or this Supplement, the charter approved for Solomon Charter School should be immediately revoked.

PENNSYLVANIA DEPARTMENT OF EDUCATION



Dr. Carolyn C. Dumaresq
Executive Deputy Secretary

Date: July 19, 2013

Respectfully submitted,



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