

ACTION ITEM

Re: People for People Charter School; Application for Charter Renewal

WHEREAS, pursuant to the Charter School Law, 24 P.S. § 17-1701-A, *et seq.*, the Board of Education of the School District of Philadelphia (“School District”) granted a charter (“Charter”) to the Board of Trustees of PEOPLE FOR PEOPLE CHARTER SCHOOL to operate a charter school for a 4-year term commencing in 2001; and

WHEREAS, the School Reform Commission (“SRC”) renewed the Charter for five-year terms in 2005, 2010, and 2015; and

WHEREAS, the Charter School has sought renewal of its Charter; and

WHEREAS, the Charter School has agreed to certain terms and conditions in connection with the renewal of the Charter and has submitted a charter agreement signed by the Charter School (“Charter Agreement”) to the Charter Schools Office (“CSO”) setting forth the agreed terms and conditions of renewal; now be it

RESOLVED, that the Board of Education hereby RENEWS the Charter School’s Charter, subject to the terms and conditions agreed to by the Charter School as set forth below, for a five-year term commencing on July 1, 2020 and ending on June 30, 2025, effective upon the full execution of the Charter Agreement by the School District and by the Chair of the Board of Trustees of the Charter School or another member of the Board duly designated by the Board; and be it

FURTHER RESOLVED, that the Charter School has agreed to comply with certain performance requirements (“Performance Requirements”) as set forth below. Failure to comply with the Performance Requirements may be a basis for revocation or nonrenewal of the Charter School’s Charter.

1. The Board of Trustees shall ensure that all trustees, officers, administrators, and the immediate family of trustees, officers and administrators of the Charter School comply with the Ethics Act and the Pennsylvania Nonprofit Corporation Law of 1988 (“Nonprofit Law”). The Board of Trustees shall adopt a Conflicts of Interest policy that complies with the Ethics Act and the Nonprofit Law.
2. The Board of Trustees shall elect Board officers, shall hold Board members to established term lengths and limits, shall ensure that the Board has the minimum required number of Board members, and shall fill open Board seats in a timely fashion, in accordance with the Charter School’s Bylaws.

3. The Board of Trustees shall use its best efforts to meet at least once during each full month when the Charter School is in session during the Term of the Charter. Notwithstanding the foregoing, the Board of Trustees shall meet to take action in a timely manner in accordance with the Charter, Applicable Laws (as defined in Article II, Section A.1), and the Charter School's Student Code of Conduct, but no less frequently than necessary to act on student discipline matters within forty-five (45) days after any infraction or hearing as required by Applicable Laws (as defined in Article II, Section A.1).

4. The Board of Trustees shall adopt an Admissions Policy and Process which complies with the Public School Code and Charter School Law. Additionally, the Admissions Policy and Process:

- a. shall include provisions on: (i) application deadlines; (ii) enrollment preferences, order and allocation of preferences, and methods by which preferences would be identified; (iii) student recruitment procedures and communications, including details on methods to be used to recruit students Citywide or in an applicable attendance zone, and to monitor any specified enrollment targets; (iv) lottery dates, and (v) communication of lottery results, in a form and with provisions that are acceptable to the Charter Schools Office;
- b. shall provide that the application will be made clearly and plainly available on the Charter School's website in English, Spanish, and any additional language the Charter School deems appropriate without any barriers to enrollment requiring technology;
- c. shall provide that families have at least four (4) weeks to complete and return enrollment packets post-lottery acceptance; with exceptions made for extenuating circumstances for families with language barriers;
- d. shall provide that an ordered, up-to-date waitlist be continuously maintained, reflecting at any given time the next eligible student to be offered admission in each grade served by the Charter School, identifying any applicable preference(s) for each student, and indicating the date any student is removed from the waitlist with the reason for removal;
- e. shall provide that if seats open during the school year for any grade served by the school or between school years for grades served other than the initial grade, the Charter School shall accept new students from the waiting list in appropriate order for particular grades or new applicants if there are no applicants for that grade on the waiting list; and
- f. shall provide that the Charter School shall provide a copy of its current waiting list at any time during the Term of the Charter within ten (10) business days after request by the Charter Schools Office.

5. The Board of Trustees shall submit to the School District by August 1st of each year during the Term of the Charter as part of the Charter School's Annual Report, or separately if not included in the Charter School's Annual Report, evidence that all professional staff providing educational services at the Charter School have all necessary licenses, certifications, qualifications and credentials required by the Charter and Applicable Laws, including without limitation the seventy-five percent (75%) certification requirement in accordance with the Charter School Law, and identify the number of all certified special education and English as a Second Language personnel with direct instruction responsibilities.

6. The Board of Trustees shall ensure that (i) all employees have required federal and state criminal and child abuse background checks during the Term of the Charter; and (ii) copies of such background checks are kept in each employee's personnel file. Preferably, the Charter School's annual financial audit will include an annual review of a sample of employee files for appropriate clearances and background checks.

7. The Board of Trustees shall ensure that required payments to the Public School Employees' Retirement System ("PSERS") are made timely. If the Charter School fails to make timely payments to PSERS and that results in a reduction of the School District's basic education subsidy, the School District shall withhold such reduction in a future monthly per-pupil payment to the Charter School. Additionally, any failure to make required PSERS payments above a threshold established by the Charter Schools Office or in any amount repeatedly shall result in the issuance of a Notice of Deficiency to the Charter School.

8. The Board of Trustees shall submit to the Charter Schools Office signed, complete Statements of Financial Interest, pursuant to guidelines established by the Charter Schools Office. These documents are required by the Ethics Act and the Charter School Law to be completed annually for each trustee on the Board's roster for that school year.

9. The Board of Trustees shall ensure that the dates, times, and locations of scheduled Board meetings are posted on the Charter School's website and that any updates to the Board meeting schedule are posted timely. Furthermore, minutes from Board meetings shall be posted on the Charter School's website within two weeks of approval by the Board of Trustees, but not later than after the conclusion of a second consecutive board meeting after each meeting, and shall remain posted for a minimum of one year from date of Board meeting.

10. The Board of Trustees agree that the Charter School shall participate in the School District's charter school performance framework and monitoring system ("Charter School Performance Framework") as set forth in Article X of the Charter;

and be it

**FURTHER RESOLVED**, that the Charter School has agreed to comply with certain conditions for renewal ("Conditions for Renewal"). Failure to comply with the Conditions for Renewal as set forth below may be a basis for revocation or nonrenewal of the Charter School's Charter.

1. Based on the results of the 2023-2024 PSSA tests, the Charter School shall increase its aggregate PSSA Math proficiency rate by twelve (12) percentage points from the baseline of 11%<sup>1</sup> for the 2018-2019 school year, resulting in the Charter School having at least 23% of students score proficient or advanced on the PSSA Math exam for the 2023-2024 school year. Alternatively, if the Charter School does not meet the proficiency percentage as set forth in the preceding sentence, the Charter School shall meet or exceed the Pennsylvania Academic Growth Standard in Math, as measured by the Average Growth Index ("AGI"), for at least three of four school years for the 2020-21 school year through 2023-24 school year.
2. Based on the results of the 2023-2024 PSSA tests, the Charter School shall increase its aggregate PSSA English Language Arts ("ELA") proficiency rate by fourteen (14) percentage points from the baseline of 19%<sup>2</sup> for the 2018-2019 school year, resulting in the Charter School having at least 33% of students score proficient or advanced on the PSSA ELA exam for the 2023-2024 school year. Alternatively, if the Charter School does not meet the proficiency percentage as set forth in the preceding sentence, the Charter School shall meet or exceed the Pennsylvania Academic Growth Standard in ELA, as measured by the AGI, for at least three of four school years for the 2020-21 school year through 2023-24 school year.
3. Based on the results of the 2023-2024 PSSA tests, the Charter School shall increase its aggregate PSSA Science proficiency rate by seven (7) percentage points from the baseline of approximately 34%<sup>3</sup> for the 2018-2019 school year, resulting in the Charter School having at least 41% of students score proficient or advanced on the PSSA Science exam for the 2023-2024 school year. Alternatively, if the Charter School does not meet the proficiency percentage as set forth in the preceding sentence, the Charter School shall meet or exceed the Pennsylvania Academic Growth Standard in Science, as measured by the AGI, for at least three of four school years for the 2020-21 school year through 2023-24 school year.

<sup>1</sup> In the event that PDE adopts changes to the PSSA assessment system for Math or to the calculation of AGI for tests taken in the 2018-2019 or 2019-2020 school years, the parties shall meet to discuss the establishment of revised proficiency percentages, revised growth targets or revised cumulative performance, if applicable.

<sup>2</sup> In the event that PDE adopts changes to the PSSA assessment system for ELA or to the calculation of AGI for tests taken in the 2018-2019 or 2019-2020 school years, the parties shall meet to discuss the establishment of revised proficiency percentages, revised growth targets or revised cumulative performance, if applicable.

<sup>3</sup> In the event that PDE adopts changes to the PSSA assessment system in Science or to the calculation of AGI for tests taken in the 2018-2019 or 2019-2020 school years, the parties shall meet to discuss the establishment of revised proficiency percentages, revised growth targets or revised cumulative performance, if applicable.

4. During the Term of the Charter, the Charter School shall comply with all evacuation drills and fire suppression system requirements in connection with its school facility and shall not have any noncompliant findings from City of Philadelphia Department of Public Health and Office of Food Protection. If the charter school receives an advanced notice of inspection from the City of Philadelphia, the Charter School shall inform the CSO of such inspection within six (6) business hours after receipt of such notice. If the Charter School is not give advanced notice, the Charter School shall inform the CSO within twelve (12) hours after the inspection. If the Charter School is found to have any violations, the Charter School agrees to promptly comply with all violation notices, orders, and requests of the City of Philadelphia to ensure that the Charter School corrects all violations to the satisfaction of the City of Philadelphia.

5. Prior to the execution of the Charter by the School District but no later than May 15, 2020, the Charter School shall have a risk assessment performed on the Charter School's facilities by a certified building inspector and shall provide a copy of the inspection report to the CSO. Prior to the execution of the Charter by the School District but no later than June 15, 2020, the Charter School shall submit a plan to the CSO outlining the timeline for any work identified in the inspection report to be completed. The Charter School may not reopen for the 2020-2021 School Year until all work identified in the inspection report have been addressed and the Charter School's facilities have been re-inspected and all work has been certified to have been completed.

6. The Charter School acknowledges and agrees that it shall operate a charter school only at 800 N. Broad Street, Philadelphia, PA 19130. If the Charter School uses any other facility without the prior written approval of the Board of Education through an amendment to the Charter, the Charter School agrees that the Charter School will irrevocably surrender and forfeit its Charter it shall surrender their charter at the end of the school year or an earlier time mutually agreed upon by the School District and the Charter School. The Charter School will dissolve as a charter school and as a Pennsylvania nonprofit corporation in accordance with the Pennsylvania Nonprofit Law without protest and without recourse to the State Charter School Appeal Board or to any court of competent jurisdiction. If the Charter School fails to surrender its Charter and fails to close pursuant to the requirements of the Agreement, the Charter School shall be in breach of the Agreement and shall be responsible for the School District's attorneys' fees, expenses and costs in pursuing litigation to enforce the Agreement, for reinstituting revocation or nonrenewal proceedings or for pursuing other remedies in connection with the Charter School's actions. The Charter School further agrees that if the Charter School fails to surrender its Charter and cease operations in accordance with the Agreement, such a failure constitutes irreparable injury to the School District that cannot be adequately compensated by monetary damages, and the School District will be entitled to equitable relief to enjoin the Charter School's failure to perform its duties under the Agreement.

7. Prior to the execution of the Charter by the School District, the Board of Trustees shall elect at least one (1) new member who has a background in real estate and maintenance of facilities and shall submit a copy of his or her resume to the CSO for review.
8. Prior to the execution of the Charter by the School District, the Board of Trustees shall elect at least one (1) new member who has a background in finance and shall submit a copy of his or her resume to the CSO for review.
9. The Charter School shall ensure that all meetings of Board of Trustees are noticed and conducted in compliance with the Sunshine Act, the Charter School Law, and the Bylaws, including without limitation, that all public meetings will be properly noticed and held with a quorum present in person; and no Board member may vote by proxy.
10. The Charter School shall not require the submission of written statements or materials from public speakers prior to such individuals speaking at Board meetings
11. By the End of the Charter Term, the Charter School shall achieve an “Approaches Standard” or “Meets Standard” rating in Financial Health and Sustainability on the Charter School Performance Framework;

and be it

**FURTHER RESOLVED**, the School District and the Charter School acknowledge and agree that the Charter School will enroll students only in the grades and maximum enrollment amount as follows:

School Years	Grades Served	Total Student Enrollment
School Year 2020-2021	K-Grade 8, Grades 11-12	540
School Year 2021-2022	K-Grade 8, Grade 12	540
School Year 2022-2023	K-Grade 8	540
School Year 2023-2024	K-Grade 8	540
School Year 2024-2025	K-Grade 8	540

Under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth herein nor enroll students in different grades, without Board of Education approval by action item; and be it

**FURTHER RESOLVED**, that the Charter School has agreed to the following provisions related to the School District’s Charter School Performance Framework:

1. The Charter School agrees to participate in the School District’s Charter School Performance Framework. The Charter School Performance Framework includes an

annual assessment of the Charter School's academic, financial, and organizational performance as well as compliance with Applicable Laws. Organizational performance includes, but is not limited to, a review of the Charter School's admissions and enrollment policies and practices, student discipline practices, special education programming, ELL programming, and Board of Trustees governance in order to assess compliance with the Charter and Applicable Laws, federal, state and local guidance, policies, and Charter Schools Office procedures. Financial performance includes, but is not limited to, a review of the Charter School's financial health and long-term sustainability, and generally accepted standards of fiscal management.

2. The Charter School agrees to provide or allow to be provided to the School District and the Charter Schools Office all records, including student level academic performance, necessary to properly assess the academic success, organizational compliance and viability, and financial health and sustainability of the Charter School under the Charter School Performance Framework, timely and pursuant to Charter Schools Office procedures.

3. The Charter School acknowledges that achieving the performance objectives identified in the Charter School Performance Framework is critical to meeting the needs of public school students in Philadelphia. The Charter School shall actively monitor its own progress towards achieving objectives identified in the Charter School Performance Framework. The Charter Schools Office may also evaluate any or all of the performance domains – academic, organizational and financial – on an annual basis formally. If the Charter School continues to fail to meet standards for academic success, organizational compliance and viability, and/or financial health and sustainability, the Charter Schools Office may recommend that the Board of Education commence revocation or nonrenewal proceedings against the Charter School.

4. During the Term of the Charter, the Charter Schools Office will limit changes to the Charter School Performance Framework applicable to the Charter School to those required by changes in Applicable Laws or by changes to charter school data availability. The Charter Schools Office will provide notice to charter schools in Philadelphia of any change to the Charter School Performance Framework prior to implementation of such change. The Charter Schools Office would use its best efforts to solicit feedback on changes from Philadelphia charter schools in advance of implementation of changes.