

**THE SCHOOL DISTRICT OF PHILADELPHIA  
MEETING OF THE SCHOOL REFORM COMMISSION  
PHILADELPHIA, PA**

**APRIL 28, 2016**

A meeting was held by the School Reform Commission on April 28, 2016 in the Auditorium of the School District of Philadelphia Education Center, 440 North Broad Street.

The meeting was convened at 4:16 p.m. by Chair Neff.

Michael A. Davis, General Counsel, stated that the School Reform Commission met in Executive Session to discuss litigation, quasi-judicial proceedings, and investigations.

Members present: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Chair Neff – 5

Members Absent: 0

The minutes of the following School Reform Commission meetings were approved: February 16, 2016 and February 18, 2016.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Chair Neff – 5

Nays: 0

Mr. Davis stated that at every School Reform Commission meeting, a representative from the Deaf-Hearing Communication Center is here to provide sign language interpretation of the proceedings. The proceedings of this SRC meeting are being streamed live on the Internet and recorded by The School District of Philadelphia.

He also stated that the School District's recordings are protected by the Copyright Laws of the United States and may not be used in any manner without the express written consent of The School District. By participating in today's meeting, members of the public acknowledge that the School District may use its recordings for any purpose without obtaining permission or paying any compensation.

Chair Neff stated that a special action item has been added to the agenda in order to execute new letters of credit. She stated that we will hear from our Chief Financial Officer on this action and will provide an opportunity for the public to address the Commission on this item. Chair Neff also stated that in order to accommodate the large agenda, speakers on this topic and all topics will be limited to 3 speakers for and 3 speakers against.

Chair Neff introduced Uri Monson, Chief Financial Officer, who provided an overview of resolution SRC-18, Authorization of Refunding of Existing Debt (Series 2009C and Series F, G, and H of 2010 Bond – Substitute New Letters of Credit).

The following resolution was presented for formal action by the School Reform Commission:

**SRC-18\* Added 4.27.16**

**Authorization of Refunding of Existing Variable Debt (Series 2009 C and Series F, G, and H of 2010 Bonds – Substitute New Letters of Credit**

**WHEREAS**, The School District of Philadelphia, a school district of the first class of the Commonwealth of Pennsylvania (the "School District"), has the power and authority, pursuant to the Local Government Unit Debt Act, 53 Pa. C.S.A. §§8001 et seq. (the "Act"), to incur non-electoral debt for the purposes of financing the costs of capital improvements in and for the School District and to evidence such non-electoral debt by the issuance and sale of its general obligation bonds; and

**WHEREAS**, on December 21, 2001, the Secretary of Education of the Commonwealth of Pennsylvania (the "Commonwealth") declared the School District distressed pursuant to Section 691(c) of the Public School Code of 1949, as amended (the "School Code"), effective December 22, 2001; and

**WHEREAS**, pursuant to the School Code, upon a declaration of distress of a school district of the first class under Section 691(c) of the School Code, within 30 days of such declaration, a School Reform Commission (the "School Reform Commission" or the "Commission") shall be established; and

**WHEREAS**, effective January 14, 2002, the School Reform Commission was established; and

**WHEREAS**, pursuant to the School Code, all powers and duties theretofore granted to the Board of Education of the School District, including the power to incur debt, are vested in the School Reform Commission; and

**WHEREAS**, the School District previously issued, inter alia, \$49,200,000, The School District of Philadelphia, General Obligation Refunding Bonds, Series C of 2009 (the "Series C Bonds"), \$150,000,000, The School District of Philadelphia, General Obligation Refunding Bonds, Series F of 2010 (the "Series F Bonds"), and \$150,000,000, The School District of Philadelphia, General Obligation Refunding Bonds, Series G of 2010 (the "Series G Bonds"); and

**WHEREAS**, to facilitate the issuance and sale of, and to enhance the marketability of and provide additional security to the holders of the Series C Bonds, Series F Bonds and Series G Bonds, the School District obtained letters of credit supporting such series of bonds; and

**WHEREAS**, in connection with a remarketing of the Series G Bonds, the School District, inter alia, allocated the outstanding principal amount of the Series G Bonds into two separate series of bonds (the "Series G Bonds" and the "Series H Bonds," respectively); and

**WHEREAS**, the School Reform Commission has determined to currently refund all of the outstanding principal amount of the Series C Bonds, Series F Bonds, Series G Bonds and Series H Bonds (collectively, the "Refunded Bonds"), as more particularly set forth on Exhibit A attached hereto and made a part hereof, through the issuance of its general obligation refunding bonds (the "Refunding Project"); and

**WHEREAS**, the Commission has determined to effect the Refunding Project through the issuance and sale of its General Obligation Refunding Bonds, Series A of 2016, in the aggregate principal amount of \$48,520,000 (the "Series A Bonds"), the issuance and sale of its General Obligation Refunding Bonds, Series B of 2016, in the aggregate principal amount of \$150,720,000 (the "Series B Bonds") and the issuance and sale of its General Obligation Refunding Bonds, Series C of 2016, in the aggregate principal amount of \$150,720,000 (the "Series C Bonds" and, together with the Series A Bonds and the Series B Bonds, the "Refunding Bonds"); and

**WHEREAS**, capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in Exhibit B annexed hereto and made a part hereof.

NOW THEREFORE, BE IT RESOLVED BY THE SCHOOL REFORM COMMISSION OF THE SCHOOL DISTRICT OF PHILADELPHIA, AS FOLLOWS:

**Section 1. Authorization of Bonds.**

(a) Series A Bonds. The Commission does hereby authorize and direct the incurring of non-electoral debt of the School District in the amount of \$48,520,000 through the issuance of the School District's general obligation bonds in the aggregate principal amount of \$48,520,000. Such bonds shall be designated "The School District of Philadelphia, General Obligation Refunding Bonds, Series A of 2016", and shall be issued for the purposes of: (i) financing a portion of the costs of the Refunding Project; and (ii) paying the costs of issuance of the Bonds. The Series A Bonds shall mature and bear interest as set forth in Section 14(a) hereof. The Series A Bonds shall initially be issued as Variable Rate Bonds bearing interest at a variable rate of interest as more fully set forth in Sections 14(d) and (e) hereof; provided, however, that except as provided in section 1(d) hereof, the interest borne by the Series A Bonds shall not exceed 12% per annum. The Series A Bonds may be converted to and be outstanding in the Daily Mode, Weekly Mode, Term Rate Mode, Flexible Mode or Fixed Rate Mode, all as provided in Section 14(e) hereof and in Exhibit B annexed hereto and made a part hereof.

(b) Series B Bonds. The Commission does hereby authorize and direct the incurring of non-electoral debt of the School District in the amount of \$150,720,000 through the issuance of the School District's general obligation bonds in the aggregate principal amount of \$150,720,000. Such bonds shall be designated "The School District of Philadelphia, General Obligation Refunding Bonds, Series B of 2016", and shall be issued for the purposes of: (i) financing a portion of the costs of the Refunding Project; and (ii) paying the costs of issuance of the Bonds. The Series B Bonds shall mature and bear interest as set forth in Section 14(b) hereof. The Series B Bonds shall initially be issued as Variable Rate Bonds, bearing interest at a variable rate of interest as more fully set forth in Sections 14(d) and (e) hereof, provided, however, that except as provided in section 1(d) hereof, the interest borne by the Series B Bonds shall not exceed 12% per annum. The Series B Bonds may be converted to and be outstanding in the Daily Mode, Weekly Mode, Term Rate Mode, Flexible Mode or Fixed Rate Mode, all as provided in Section 14(e) hereof and in Exhibit B annexed hereto and made a part hereof.

(c) Series C Bonds. The Commission does hereby authorize and direct the incurring of non-electoral debt of the School District in the amount of \$150,720,000 through the issuance of the School District's general obligation bonds in the aggregate principal amount of \$150,720,000. Such bonds shall be designated "The School District of Philadelphia, General Obligation Refunding Bonds, Series C of 2016", and shall be issued for the purposes of: (i) financing a portion of the costs of the Refunding Project; and (ii) paying the costs of issuance of the Bonds. The Series C Bonds shall mature and bear interest as set forth in Section 14(b) hereof. The Series C Bonds shall initially be issued as Variable Rate Bonds, bearing interest at a variable rate of interest as more fully set forth in Sections 14(d) and (e) hereof, provided, however, that except as provided in section 1(d) hereof, the interest borne by the Series C Bonds shall not exceed 12% per annum. The Series C Bonds may be converted to and be outstanding in the Daily Mode, Weekly Mode, Term Rate Mode, Flexible Mode or Fixed Rate Mode, all as provided in Section 14(e) hereof and in Exhibit B annexed hereto and made a part hereof.

(d) The term "Bonds" also includes Bonds that are Liquidity Provider Bonds, as the context may require. Any reference to a "Series" shall also include any subseries into which the Series may be divided, as the context may require. The maximum interest rate payable on Variable Rate Bonds that are Liquidity Provider Bonds is 24% per annum.

**Section 2. Estimated Useful Life.**

The Refunding Bonds do not extend the maturity of the Refunded Bonds to a date which could not have been included in the original issue of any of the Refunded Bonds. The Refunding Bonds comply with Section 8243 of the Act.

**Section 3. Debt Statement and Borrowing Base Certificate.**

The Chief Financial Officer and Deputy Chief Financial Officer of the School District are hereby jointly and severally authorized and directed to prepare and verify the debt statement required by Section 8110 of the Act and to append thereto a Borrowing Base Certificate, as required by the Act.

**Section 4. General Obligation Covenant.**

It is hereby covenanted with the owners from time to time of the Bonds that the School District shall: (i) include the amount of the debt service for the Bonds for each fiscal year in which such sums are payable in its budget for that year; (ii) appropriate such amounts from its general revenues for the payment of such debt service; and (iii) duly and punctually pay, or cause to be paid, from its sinking funds or any other of its revenues or funds the principal or redemption price of, and the interest on, the Bonds, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the School District hereby pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable.

Nothing in this Section shall be construed to give the School District any taxing power not granted by another provision of law.

**Section 5. Daily Deposit Covenant.**

(a) The School District hereby covenants irrevocably with the owners from time to time of the Bonds so long as the Bonds are outstanding, to irrevocably deposit on each business day of the City of Philadelphia (the "City") with the Sinking Fund Depository, Transfer Agent, Registrar and Paying Agent hereinafter appointed for payment into each Sinking Fund established under Section 16 hereof, from the revenues collected by the Department of Collections of the City (the "Department of Revenue") on behalf of the School District: (i) a sum of money which, together with other available moneys in each such Sinking Fund herein defined, including without limitation earnings on investments in such Sinking Fund, is necessary to accumulate in approximately equal daily installments the amount required to pay the next payment of principal or redemption price for the applicable series of Bonds by the date which is 15 days prior to the specified maturity date; and (ii) a sum of money which, together with other available moneys in each such Sinking Fund, including without limitation earnings on investments in such Sinking Fund, is necessary to accumulate in approximately equal daily installments not less than the amount required to pay the interest due, with interest calculated as provided in Sections 14 and 16 of this Resolution, on the applicable series of Bonds on the next interest payment date by the date which is 15 days prior to such interest payment date; provided, however, that if the School District is unable to comply with the covenant set forth in this Section 5 due solely to the fact that revenues being collected by the Department of Revenue on behalf of the School District on a City business day are insufficient to make a particular daily deposit, this covenant shall not be deemed breached.

(b) The School District covenants to make up all deficiencies in each Sinking Fund and in all other sinking funds heretofore established by the School District for its general obligation bonds from the first revenues collected by the Department of Revenue on behalf of the School District until there are no longer any such deficiencies. The School District covenants to deposit from any other available revenues on the 15<sup>th</sup> day prior to any maturity, redemption or interest payment date (each a "Sinking Fund Deposit Date" for purposes of Section 633 of the Public School Code of 1949, as amended) an amount equal to any deficiency between the amount then on deposit in the applicable Sinking Fund and the amount due on such maturity, redemption or interest payment date.

(c) The Commission hereby directs the School District's agent, the Department of Revenue, and the City Treasurer, severally, to cause the aforesaid moneys to be deposited on each City business day with the Fiscal Agent (hereinafter defined) and the other paying or fiscal agents for the outstanding series of general obligation bonds of the School District as designated depositories, all in compliance with the covenant of the School District set forth in this Section 5, the Public School Code of 1949, as amended, and the applicable provisions of the Act relating to sinking funds and sinking fund depositories.

(d) The foregoing covenant shall be in addition to, and not in the place of, the covenant of the School District set forth in Section 4 hereof. Nothing in this Section 5 shall be construed to give the School District any taxing power not granted by another provision of law.

**Section 6. Provisions of the Bonds.**

(a) The Series A Bonds, Series B Bonds and Series C Bonds shall be issued in fully registered form in the denomination of (i) \$100,000 and any integral multiple of \$5,000 in excess thereof while outstanding in a Daily Mode or a Weekly Mode; (ii) \$100,000 and any integral multiple of \$1,000 in excess thereof while outstanding in a Flexible Mode; and (iii) \$5,000 and any integral multiple thereof while outstanding in a Long Term Mode. The Series A Bonds, Series B Bonds and Series C Bonds shall be dated the date of issue, shall bear interest at a variable rate or a fixed rate and shall be payable all as determined by the School Reform Commission in accordance with the provisions of Section 14 hereof. Interest on the Series A Bonds, Series B Bonds and Series C Bonds while outstanding as Variable Rate Bonds will be calculated on the basis of a 365/366-day year for the actual number of days elapsed. Interest on the Series A Bonds, Series B Bonds and Series C Bonds while outstanding as Fixed Rate Bonds will be calculated on the basis of twelve months of 30 days in a 360-day year.

(b) If at any time the School District shall have received an opinion of nationally recognized bond counsel to the effect that the issuance of Bonds in coupon form shall not cause the interest on the Bonds which is excluded from gross income for federal income tax purposes to be includible in gross income of the holders thereof

for federal income tax purposes, the School District may at its option have all or any portion of the Bonds of the same Series and maturity issued in coupon form payable to such owners of Bonds requesting Bonds in such form and in the denomination of (i) with respect to the Fixed Rate Bonds, \$5,000 and integral multiples thereof and (ii) with respect to the Series A Bonds, Series B Bonds and Series C Bonds, (A) \$100,000 and any integral multiple of \$5,000 in excess thereof while outstanding in a Daily Mode or a Weekly Mode (B) \$100,000 and any integral multiple of \$1,000 in excess thereof while outstanding in a Flexible Mode; and (C) \$5,000 and any integral multiple thereof while outstanding in a Long Term Mode, as may be specified by the School District in a resolution supplemental to this resolution.

(c) The Bonds, upon original issuance, are to be issued in the form of a single, fully registered bond for each maturity of each series thereof, in denominations equal to the principal amount of Bonds of each series maturing on each such date, and shall be delivered to The Depository Trust Company, New York, New York (the "Securities Depository" or "DTC"), or its nominee, Cede & Co. Each such Bond shall be registered on the registration books kept by the Fiscal Agent, as registrar and transfer agent, in the name of the Securities Depository or, at the Securities Depository's option, in the name of Cede & Co., as the Securities Depository's nominee, and no Beneficial Owners thereof will receive certificates representing their respective interests in such Bonds, except in the event the Fiscal Agent (hereinafter defined) issues replacement bonds (the "Replacement Bonds") as provided in Section 10 of this Resolution.

**Section 7. Payment of Bonds.**

(a) The Bonds shall be payable as to principal or redemption price in then lawful money of the United States of America at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. located in Philadelphia, Pennsylvania, which is hereby appointed Sinking Fund Depository, Transfer Agent, Tender Agent, Registrar and Paying Agent in respect of the Bonds (the "Fiscal Agent"). Interest on the Bonds shall be paid by check or draft in then lawful money of the United States of America drawn upon the Fiscal Agent and mailed on the applicable interest payment date to the registered owner of the Bond at his or her address as it appears on the registration books of the School District kept by the Fiscal Agent or by wire transfer to a bank account in the continental United States to a registered owner of more than \$1,000,000 in aggregate principal amount of a particular series of Bonds at the written request of such registered owner.

(b) So long as the Bonds are registered in the name of the Securities Depository or its nominee, to the extent available, the Fiscal Agent shall transfer (i) on each interest payment date, the amount of interest due on each Bond on such date to the Securities Depository, and (ii) on each mandatory sinking fund installment date, principal payment date or redemption date, the amount of principal or redemption price due on each such date to the Securities Depository, at the addresses set forth in DTC's Operational Arrangements, which amounts so transferred, shall be, on the interest and principal payment date or redemption date, at the principal office of the Securities Depository, immediately available funds. All payments made by the Fiscal Agent to the Securities Depository or its nominee shall fully satisfy the School District's obligations to pay principal or redemption price of and interest on the Bonds to the extent of such payments, and no Securities Depository participant (direct or indirect) or beneficial owner of any interest in any Bond registered in the name of the Securities Depository or its nominee shall have any recourse against the School District or the Fiscal Agent hereunder for any failure by the Securities Depository to remit payment to any direct or indirect participant therein or failure by any such participants to remit such payments to the Beneficial Owners of such Bonds.

**Section 8. Registration and Transfer.**

(a) The School District shall keep at the designated corporate trust office of the Fiscal Agent books for the registration, exchange and transfer of Bonds of the applicable Series and hereby appoints the Fiscal Agent its registrar and transfer agent to keep such books and to make such registrations, exchanges and transfers under such regulations as the School District or the Fiscal Agent may prescribe and as set forth in the forms of Bonds.

(b) The Bonds may be transferred upon the registration books maintained by the Fiscal Agent upon delivery to the Fiscal Agent of the Bonds accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Fiscal Agent, duly executed by the registered owner of the Bonds to be transferred or his or her duly authorized attorney-in-fact or other legal representative, containing written instructions as to the details of the transfer of such Bonds. No transfer of any Bond shall be effective until entered on the registration books maintained by the Fiscal Agent or its successor. In like manner Bonds may be exchanged by the registered owners thereof or by their duly authorized attorneys-in-fact or other legal representative for Bonds of the same series and maturity and of authorized denomination or denominations in the same aggregate principal amount.

**Section 9. Execution of Bonds.**

The Bonds shall be executed by the manual or facsimile signature of any member of the School Reform Commission on behalf of the School District and shall have an impression or a facsimile of the corporate seal of the School District affixed thereto, duly attested by the manual or facsimile signature of the Secretary or Assistant Secretary or any member of the School Reform Commission and the said officers are hereby authorized to execute the Bonds in such manner. Any member of the School Reform Commission is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchasers thereof against the full balance of the purchase price therefor. The Bonds shall not be valid or obligatory in the hands of the owners thereof unless authenticated by the manual signature of a duly authorized officer of the Fiscal Agent.

**Section 10. Replacement Bonds.**

(a) The School District, in its sole discretion and without the consent of any other person, may terminate the services of the Securities Depository with respect to the Bonds, if the School District determines that:

(i) the Securities Depository is unable to discharge its responsibilities with respect to the Bonds;

(ii) a continuation of the requirement that all of the then outstanding Bonds be registered in the registration books kept by the Fiscal Agent in the name of the nominee of the Securities Depository is not in the best interests of the Beneficial Owners of the Bonds; or

(iii) it is in the best interests of the School District to do so and the interests of the Beneficial Owners of the Bonds would not be adversely affected thereby.

(b) Upon the termination of the services of the Securities Depository with respect to the Bonds under Section 10(a) hereof, or upon the discontinuance of such services pursuant to Section 10(c) hereof after which no substitute securities depository willing to undertake the functions of the Securities Depository can be found which, in the opinion of the School District, is willing and able to undertake such functions upon reasonable and customary terms, then the Fiscal Agent in reliance on information provided to it by the Securities Depository shall authenticate and cause delivery of Replacement Bonds with respect to the interests of the Beneficial Owners of the Bonds. The School District will pay all costs incurred in connection with the printing, authentication and delivery of Replacement Bonds. Upon issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Fiscal Agent or alternate or successor transfer agent or paying agent to the extent applicable with respect to such Replacement Bonds.

(c) The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the School District and the Fiscal Agent as provided in DTC's Operational Arrangements and discharging its responsibilities with respect thereto under applicable law.

**Section 11. Provisions for Redemption.**

(a) Optional Redemption.

(i) While in the Daily Mode or the Weekly Mode, the Bonds are subject to optional redemption by the School District, in whole or in part (and if in part, by lot or such other method as the Fiscal Agent determines to be fair and reasonable and in Authorized Denominations) on any Business Day, at a redemption price equal to the principal amount thereof, plus accrued interest, if any, from the end of the preceding Interest Accrual Period to the Redemption Date.

(ii) While in the Flexible Mode, the Bonds are not subject to optional redemption prior to their respective Purchase Dates. Bonds of any such Series in the Flexible Mode shall be subject to optional redemption by the School District in whole or in part (and if in part, by lot or such other method as the Fiscal Agent determines to be fair and reasonable and in Authorized Denominations) on their respective Purchase Dates at a redemption price equal to the principal amount thereof, plus accrued interest, if any, from the end of the preceding Interest Accrual Period to the Redemption Date.

(iii) While in a Term Rate Mode, the Bonds shall be subject to optional redemption by the School District, in whole or in part (and if in part, by lot or such other method as the Fiscal Agent determines to be fair and reasonable and in Authorized Denominations), on their individual Mandatory Purchase Date, at a redemption price equal to the principal amount thereof, plus accrued interest, if any, from the end of the preceding Interest Accrual Period to the Redemption Date.

(iv) Bonds in the Term Rate Mode or Fixed Rate Mode are subject to optional redemption by the School District, in whole or in part on any date (and if in part, in any order of maturity as the School District shall specify and within a maturity by lot or by such other method as the Fiscal Agent determines to be fair and reasonable and in Authorized Denominations) at the redemption prices set forth below, together with accrued interest, if any, to the Redemption Date:

LENGTH OF LONG-TERM  
INTEREST PERIOD

REDEMPTION PRICE

Greater than 10 years

On and after the 10<sup>th</sup> anniversary of the commencement of the Long-Term Interest Period at 100%

Less than or equal to 10 years

Bonds not subject to optional redemption

The School District, in connection with a change to a Long-Term Mode, may waive or otherwise alter its rights to direct the redemption of any such Bonds so changed to a Long-Term Mode at any time without premium; provided that notice describing the waiver or alteration shall be submitted to the Fiscal Agent and the Remarketing Agent, together with a Favorable Opinion of Bond Counsel, addressed to the School District.

(b) Mandatory Sinking Fund Redemption.

(i) The Series A Bonds are subject to mandatory redemption prior to maturity by the School District, in part, on June 1 of the years (each a "Series A Mandatory Sinking Fund Redemption Date") and in the principal amounts set forth below, within the maturity by lot, at a redemption price equal to the principal amount of Series A Bonds to be redeemed plus interest accrued to the date fixed for redemption, from funds which the School District hereby covenants to deposit in the School District Deposit Account created in the Series A Sinking Fund established pursuant to Section 16(a) of this Resolution, annually, on or before June 1 of the years set forth below:

Series A Mandatory Sinking Fund Redemption Date (June 1)	Principal Amount to be Redeemed
2020	\$6,280,000
2021	6,525,000
2022	6,780,000
2023	7,045,000
2024	7,315,000
2025	7,595,000
2026*	6,980,000

\* Maturity

In lieu of redeeming the principal amount of the Series A Bonds set forth in this Subsection 11(b)(i) or any portion thereof, the School District or the Fiscal Agent with the written approval of the School District may apply the moneys required to be deposited in the School District Deposit Account of the Series A Sinking Fund to the purchase of a like principal amount of Series A Bonds at prices no higher than the principal amount thereof, provided the following conditions are met:

(a) firm commitments for the purchase must be made prior to the time notice of redemption would otherwise be required to be given; and

(b) if Series A Bonds aggregating the principal amount of Series A Bonds required to be redeemed cannot be purchased, a principal amount of the Series A Bonds equal to the difference between the principal amount required to be redeemed and the principal amount purchased and delivered to the Fiscal Agent shall be redeemed as aforesaid.

In the event of purchases of Series A Bonds at less than the principal amount thereof, the balance remaining in the School District Deposit Account of the Series A Sinking Fund representing the difference between the purchase price and the principal amount of Series A Bonds purchased shall be applied as a credit to the next payments becoming due on the Series A Bonds to be made to the Series A Sinking Fund.

The Series A Bonds are subject to mandatory redemption prior to maturity, at the direction of the Series A/B Bank (hereinafter defined), if an Event of Default (as defined in the Reimbursement Agreement) occurs under the Reimbursement Agreement for the Series A Bonds, on the fifth Business Day following the Fiscal Agent's receipt of such direction from the Series A/B Bank. Notwithstanding anything in Section 11(c) hereof to the contrary, the Fiscal Agent, upon receipt of such direction, shall promptly give notice of redemption to the registered owners of the Series A Bonds in order to accomplish such redemption.

(ii) The Series B Bonds are subject to mandatory redemption prior to maturity by the School District, in part, on September 1 of the years (each a "Series B Mandatory Sinking Fund Redemption Date") and in the principal amounts set forth below, within a maturity by lot, at a redemption price equal to the principal amount of Series B Bonds to be redeemed plus interest accrued to the date fixed for redemption, from funds which the School District hereby covenants to deposit in the School District Deposit Account created in the Series B Sinking Fund established pursuant to Section 16(b) of this Resolution, annually, on or before September 1 of the years set forth below:

Series B Mandatory Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed
2024	\$18,725,000
2025	20,430,000
2026	12,715,000
2027	27,430,000
2028	27,740,000
2029	28,055,000
2030*	15,625,000

\* Maturity

In lieu of redeeming the principal amount of Series B Bonds set forth in this Subsection 11(b)(ii) or any portion thereof, the School District or the Fiscal Agent with the written approval of the School District may apply the moneys required to be deposited in the School District Deposit Account of the Series B Sinking Fund to the purchase of a like principal amount of Series B Bonds at prices no higher than the principal amount thereof, provided the following conditions are met:

(c) firm commitments for the purchase must be made prior to the time notice of redemption would otherwise be required to be given; and

(d) if Series B Bonds aggregating the principal amount of Series B Bonds required to be redeemed cannot be purchased, a principal amount of the Series B Bonds equal to the difference between the principal amount required to be redeemed and the principal amount purchased and delivered to the Fiscal Agent shall be redeemed as aforesaid.

In the event of purchases of Series B Bonds at less than the principal amount thereof, the balance remaining in the School District Deposit Account of the Series B Sinking Fund representing the difference between the purchase price and the principal amount of Series B Bonds purchased shall be applied as a credit to the next payments becoming due on the Series B Bonds to be made to the Series B Sinking Fund.

The Series B Bonds are subject to mandatory redemption prior to maturity, at the direction of the Series A/B Bank, if an Event of Default (as defined in the Reimbursement Agreement) occurs under the Reimbursement Agreement for the Series B Bonds, on the fifth Business Day following the Fiscal Agent's receipt of such direction from the Series A/B Bank. Notwithstanding anything in Section 11(c) hereof to the contrary, the Fiscal Agent, upon receipt of such direction, shall promptly give notice of redemption to the registered owners of the Series B Bonds in order to accomplish such redemption.

(iii) The Series C Bonds are subject to mandatory redemption prior to maturity by the School District, in part, on September 1 of the years (each a "Series C Mandatory Sinking Fund Redemption Date" and collectively with the Series A Mandatory Sinking Fund Redemption Dates and the Series B Mandatory Sinking Fund Redemption Date, the "Mandatory Sinking Fund Redemption Dates") and in the principal amounts set forth below, within a maturity by lot, at a redemption price equal to the principal amount of Series C Bonds to be redeemed plus interest accrued to the date fixed for redemption, from funds which the School District hereby covenants to deposit in the School District Deposit Account created in the Series C Sinking Fund established pursuant to Section 16(c) of this Resolution, annually, on or before September 1 of the years set forth below:

Series C Mandatory Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed
2024	\$18,725,000
2025	20,430,000
2026	12,715,000
2027	27,430,000
2028	27,740,000
2029	28,055,000
2030*	15,625,000

\* Maturity

In lieu of redeeming the principal amount of Series C Bonds set forth in this Subsection 11(b)(iii) or any portion thereof, the School District or the Fiscal Agent with the written approval of the School District may apply the moneys required to be deposited in the School District Deposit Account of the Series C Sinking Fund to the purchase of a like principal amount of Series C Bonds at prices no higher than the principal amount thereof, provided the following conditions are met:

(e) firm commitments for the purchase must be made prior to the time notice of redemption would otherwise be required to be given; and

(f) if Series C Bonds aggregating the principal amount of Series C Bonds required to be redeemed cannot be purchased, a principal amount of the Series C Bonds equal to the difference between the principal amount required to be redeemed and the principal amount purchased and delivered to the Fiscal Agent shall be redeemed as aforesaid.

In the event of purchases of Series C Bonds at less than the principal amount thereof, the balance remaining in the School District Deposit Account of the Series C Sinking Fund representing the difference between the purchase price and the principal amount of Series C Bonds purchased shall be applied as a credit to the next payments becoming due on the Series C Bonds to be made to the Series C Sinking Fund.

The Series C Bonds are subject to mandatory redemption prior to maturity, at the direction of the Series C Bank (hereinafter defined), if an Event of Default (as defined in the Reimbursement Agreement) occurs under the Reimbursement Agreement for the Series C Bonds, on the fifth Business Day following the Fiscal Agent's receipt of such direction from the Bank. Notwithstanding anything in Section 11(c) hereof to the contrary, the Fiscal Agent, upon receipt of such direction, shall promptly give notice of redemption to the registered owners of the Series C Bonds in order to accomplish such redemption.

(c) Notices. Subject to the provisions of the last paragraph of each of Section 11(b)(i) and Section 11(b)(ii) and Section 11(b)(iii), the Fiscal Agent is hereby directed without further authorization with respect to a redemption pursuant to Section 11(a) or Section 11(b) hereof, to select by lot the particular Bonds or portions of the Bonds to be redeemed and to mail a notice of redemption by first class mail not more than 45 days and not less than 30 days (20 days in the case of the Bonds bearing interest at the Weekly Rate or Daily Rate) before the date of redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown



on the registration books. Failure to give such notice by mailing to any registered owner of any Bond or any defect therein shall not affect the validity of any proceedings for the redemption of other Bonds. Deposit of any such notice in the United States mail shall constitute constructive receipt by such registered owner of such Bonds. The Fiscal Agent shall redeem on each respective redemption date the principal amount of such Bonds or portions thereof aggregating the amount to be then redeemed. When a notice of redemption is mailed as provided above, the Fiscal Agent shall mail a similar notice to *The Bond Buyer*, but failure to mail any such notice or defect in the mailed notice or in the mailing thereof shall not affect the validity of the proceedings for the redemption of such Bonds. So long as the Securities Depository remains the sole registered owner of the Bonds, the Fiscal Agent shall send the notice of redemption to the Securities Depository at the time and in the manner specified in the DTC's Operational Arrangements. Any failure of the Securities Depository to advise any of its participants (the "Participants") or any failure of any Participant to notify any beneficial owner of any such notice and its content or effect shall not affect the validity of the proceedings for redemption of the Bonds called for redemption or of any other action premised on such notice.

If such notice is given with respect to an optional redemption prior to moneys for such redemption being deposited with the Fiscal Agent, then such notice shall be conditioned upon the deposit of the redemption moneys with the Fiscal Agent on or before the date fixed for redemption and such notice shall be of no effect (and shall so state) unless moneys are so deposited.

The notices required to be given by this Section 11 shall state that no representation is made as to correctness or accuracy of the CUSIP numbers (hereinafter mentioned) listed in such notice or stated on the Bonds.

(d) For the convenience of the depository named below and not as part of any redemption proceedings, the Fiscal Agent shall, prior to the mailing of the notice of redemption to the registered owners of Bonds, send copies of such redemption notice to the following registered securities depository at the address set forth below or to such other address as a depository may provide and to Standard & Poor's Called Bond Record:

The Depository Trust Company  
55 Water Street  
New York, New York 10041  
Attention: Redemption Reorganization

(e) If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions thereof to be redeemed from such maturity shall be selected by the Fiscal Agent by lot in such manner as the Fiscal Agent in its discretion may determine; provided, however, that after any optional redemption in part of the Bonds which remain outstanding shall be in the denomination of (i) \$100,000 and any integral multiple of \$5,000 in excess thereof while the Bonds are outstanding in a Daily Mode or a Weekly Mode; (ii) \$100,000 and any integral multiple of \$1,000 in excess thereof while the Bonds are outstanding in a Flexible Mode; and (iii) \$5,000 and any integral multiple thereof while the Bonds are outstanding in a Long Term Mode, and that, in selecting Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bonds by (1) \$100,000 while such Bonds are outstanding in the Daily Mode, Weekly Mode or Flexible Mode; and (2) \$5,000 while such Bonds are outstanding in a Long-Term Mode or if the Bonds are Fixed Rate Bonds. While the Securities Depository is the sole registered owner of the Bonds, such selection by lot shall be made by the Securities Depository in accordance with the "standard call lottery process" adopted and then employed by the Securities Depository. Notwithstanding the foregoing, Liquidity Provider Bonds and Bonds purchased by the School District shall be redeemed, in that order, before other Series A Bonds, Series B Bonds or Series C Bonds are redeemed.

(f) In case part but not all of a Bond shall be selected for redemption, the registered owner thereof or his or her attorney or legal representative shall present and surrender such Bond to the Fiscal Agent for payment of the principal amount or redemption price thereof so called for redemption, and the Fiscal Agent shall authenticate and deliver to or upon the order of such registered owner or his or her legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond of the same maturity, bearing interest at the same rate or in the same manner, as applicable, and of any denomination or denominations authorized by this Resolution.

(g) The Bonds shall cease to bear interest after maturity or the date selected for redemption thereof if funds for payment are on deposit with the Fiscal Agent.

## **Section 12. Forms of Bonds.**

(a) The forms of the Bonds shall be substantially in the forms as set forth in Exhibit C annexed hereto and made a part hereof, and the Bonds shall be executed, in substantially such forms, with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in Section 9 hereof; such execution shall constitute approval by such officers on behalf of the School District. The opinion of Bond Counsel (hereinafter defined) is authorized and directed to be delivered with the Bonds.

(b) The School District, solely for the convenience of the registered owners of Bonds, shall cause CUSIP (Committee on Uniform Security Identification Procedures) numbers to be printed on the Bonds. No representation shall be made as to the accuracy of said numbers as printed on the Bonds or as contained in any notice of redemption, and the School District shall have no liability of any sort with respect thereto. Reliance with respect to any notice with respect to the Series A Bonds, the Series B Bonds and the Series C Bonds may be placed only on the identification numbers prefixed "R2016A", "R2016B" and "R2016C" respectively, printed thereon.



**Section 13. Temporary Bonds.**

(a) Until the Series A Bonds in definitive form are ready for delivery, the proper officers of the Commission may execute, and upon their request in writing, the Fiscal Agent shall authenticate and deliver in lieu of such Series A Bonds in definitive form, one or more printed or typewritten fully registered bonds in temporary form, substantially of the tenor of the Series A Bonds hereinbefore described, with appropriate omissions, variations and insertions. Such bond or bonds in temporary form may be for the principal amount of (i) \$100,000 and any integral multiple of \$5,000 in excess thereof while outstanding in a Daily Mode or Weekly Mode; (ii) \$100,000 and any integral multiple of \$1,000 in excess thereof while outstanding in a Flexible Mode; and (iii) \$5,000 and any integral multiple thereof while outstanding in a Long-Term Mode, as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver the Series A Bonds in definitive form to the Fiscal Agent, and thereupon, upon presentation and surrender of said bond or bonds in temporary form, the Fiscal Agent shall authenticate and deliver, in exchange therefor, the Series A Bonds in definitive form in an authorized denomination of the same maturity for the same aggregate principal amount or maturity value as the bond or bonds in temporary form surrendered. Such exchange shall be made by the School District at its own expense and without any charge therefor. When and as interest is paid upon the Series A Bonds in temporary form without coupons, the fact of such payment shall be endorsed thereon. Until so exchanged, the Series A Bonds shall be in full force and effect according to their terms.

(b) Until the Series B Bonds in definitive form are ready for delivery, the proper officers of the Commission may execute, and upon their request in writing, the Fiscal Agent shall authenticate and deliver in lieu of such Series B Bonds in definitive form, one or more printed or typewritten fully registered bonds in temporary form, substantially of the tenor of the Series B Bonds hereinbefore described, with appropriate omissions, variations and insertions. Such bond or bonds in temporary form may be for the principal amount of (i) \$100,000 and any integral multiple of \$5,000 in excess thereof while outstanding in a Daily Mode or Weekly Mode; (ii) \$100,000 and any integral multiple of \$1,000 in excess thereof while outstanding in a Flexible Mode; and (iii) \$5,000 and any integral multiple thereof while outstanding in a Long-Term Mode, as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver the Series B Bonds in definitive form to the Fiscal Agent, and thereupon, upon presentation and surrender of said bond or bonds in temporary form, the Fiscal Agent shall authenticate and deliver, in exchange therefor, the Series B Bonds in definitive form in an authorized denomination of the same maturity for the same aggregate principal amount or maturity value as the bond or bonds in temporary form surrendered. Such exchange shall be made by the School District at its own expense and without any charge therefor. When and as interest is paid upon the Series B Bonds in temporary form without coupons, the fact of such payment shall be endorsed thereon. Until so exchanged, the Series B Bonds shall be in full force and effect according to their terms.

(c) Until the Series C Bonds in definitive form are ready for delivery, the proper officers of the Commission may execute, and upon their request in writing, the Fiscal Agent shall authenticate and deliver in lieu of such Series C Bonds in definitive form, one or more printed or typewritten fully registered bonds in temporary form, substantially of the tenor of the Series C Bonds hereinbefore described, with appropriate omissions, variations and insertions. Such bond or bonds in temporary form may be for the principal amount of (i) \$100,000 and any integral multiple of \$5,000 in excess thereof while outstanding in a Daily Mode or Weekly Mode; (ii) \$100,000 and any integral multiple of \$1,000 in excess thereof while outstanding in a Flexible Mode; and (iii) \$5,000 and any integral multiple thereof while outstanding in a Long-Term Mode, as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver the Series C Bonds in definitive form to the Fiscal Agent, and thereupon, upon presentation and surrender of said bond or bonds in temporary form, the Fiscal Agent shall authenticate and deliver, in exchange therefor, the Series C Bonds in definitive form in an authorized denomination of the same maturity for the same aggregate principal amount or maturity value as the bond or bonds in temporary form surrendered. Such exchange shall be made by the School District at its own expense and without any charge therefor. When and as interest is paid upon the Series C Bonds in temporary form without coupons, the fact of such payment shall be endorsed thereon. Until so exchanged, the Series C Bonds shall be in full force and effect according to their terms.

**Section 14. Maturities and Interest Rates of the Bonds.**

(a) The Series A Bonds shall bear interest as provided herein until maturity or prior redemption and shall mature on June, 1 2026, in the principal amount of \$48,520,000.

(b) The Series B Bonds shall bear interest as provided herein until maturity or prior redemption and shall mature on September, 1 2030, in the principal amount of \$150,720,000.

(c) The Series C Bonds shall bear interest as provided herein until maturity or prior redemption and shall mature on September, 1 2030, in the principal amount of \$150,720,000.

(d) The Bonds shall bear interest initially at a Weekly Rate payable on the first Business Day of each month (each, an "Interest Payment Date"); provided, however, that Liquidity Provider Bonds shall bear interest and be payable as provided in the related Reimbursement Agreement (as hereinafter defined). The Weekly Rate for each maturity of the Series A Bonds, the Series B Bonds and the Series C Bonds from the date of delivery thereof to and including the first Rate Determination Date, will be the rate of interest per annum determined by the applicable Underwriter prior to delivery of the Series A Bonds, the Series B Bonds and the Series C Bonds as the minimum rate of interest which will result in the sale of such Series A Bonds, the Series B Bonds and the Series C Bonds at par. Thereafter, the Weekly Rate applicable to each maturity of the Series A Bonds, the Series B Bonds and the Series C Bonds during each Interest Accrual Period shall be determined by the Remarketing Agent on each Rate Determination Date, all as provided in Exhibit B annexed hereto and made a part hereof. Interest on the Series A

Bonds, the Series B Bonds and the Series C Bonds while outstanding as Variable Rate Bonds shall accrue from one Interest Payment Date to, but not including, the next Interest Payment Date. No interest shall accrue on the Series A Bonds, the Series B Bonds and the Series C Bonds prior to the date of initial issuance and delivery thereof.

(e) At the option of the School District, the interest rate on the Series A Bonds, the Series B Bonds and the Series C Bonds is subject to conversion from a Weekly Rate to another Variable Rate Mode or a Fixed Rate Mode, all as provided in Exhibit B, annexed hereto and made a part hereof.

(f) The Series A Bonds, the Series B Bonds and the Series C Bonds are subject to optional tender and mandatory purchase as provided in Exhibit B.

(g) Any member of the Commission or the Superintendent or the Chief Financial Officer of the School District, with the advice of counsel, is hereby authorized to agree to such modifications to Exhibit B to the extent required by the Rating Agencies in order to secure initial ratings on the Series A Bonds, the Series B Bonds and the Series C Bonds based upon the issuance of the respective Letters of Credit (hereinafter defined) for the Series A Bonds, the Series B Bonds and the Series C Bonds.

(h) The Commission hereby determines that the approval of the foregoing principal maturity amounts of the Bonds set forth in subsections (a), (b) and (c) of this Section 14 will assist the School District in bringing debt service on all outstanding general obligation debt within the same classification as Bonds more nearly into an overall level annual debt service plan, in accordance with Section 8142(b)(2) of the Act.

**Section 15. Private Sale.**

(a) The Commission, after due deliberation and investigation, has found that a private sale by negotiation is in the best financial interest of the School District and upon such finding, the Commission hereby awards the Series A Bonds and the Series B Bonds, at private sale, to the underwriter named in (the "Series A/B Underwriter") and upon the terms set forth in the purchase contract, a copy of which is annexed hereto as Exhibit D and made a part hereof and hereby approved (the "Series A/B Purchase Contract"). As set forth in the Series A/B Purchase Contract, (i) the Series A Bonds are purchased at a bid price of \$48,466,628 (reflecting an underwriters' discount of \$53,372), and bear interest as set forth in Section 14 hereof; and (ii) the Series B Bonds are purchased at a bid price of \$150,554,208 (reflecting an underwriters' discount of \$165,792), and bear interest as set forth in Section 14 hereof. Any member of the Commission or the Superintendent or the Chief Financial Officer of the School District is hereby authorized and directed to execute and deliver the Series A/B Purchase Contract and any supplement or amendment thereto, on behalf of the School District. A good faith deposit of no less than two percent (2%) of the aggregate original principal amount of the Series A Bonds and the Series B Bonds received by the School District from the Series A/B Underwriter shall be held by the Chief Financial Officer and applied in accordance with the Series A/B Purchase Contract.

(b) The Commission, after due deliberation and investigation, has found that a private sale by negotiation is in the best financial interest of the School District and upon such finding, the Commission hereby awards the Series C Bonds, at private sale, to the underwriter named in (the "Series C Underwriter") and upon the terms set forth in the purchase contract, a copy of which is annexed hereto as Exhibit E and made a part hereof and hereby approved (the "Series C Purchase Contract"). As set forth in the Series C Purchase Contract, the Series C Bonds are purchased at a bid price of \$150,554,208 (reflecting an underwriters' discount of \$165,792), and bear interest as set forth in Section 14 hereof. Any member of the Commission or the Superintendent or the Chief Financial Officer of the School District is hereby authorized and directed to execute and deliver the Series C Purchase Contract and any supplement or amendment thereto, on behalf of the School District. A good faith deposit of no less than two percent (2%) of the aggregate original principal amount of the Series C Bonds received by the School District from the Series C Underwriter shall be held by the Chief Financial Officer and applied in accordance with the Series C Purchase Contract.

**Section 16. Sinking Funds.**

(a) Series A Sinking Fund.

(i) There is hereby irrevocably established with the Fiscal Agent a separate sinking fund for the School District to be known as "Sinking Fund - Series A of 2016" (the "Series A Sinking Fund"), and within the Series A Sinking Fund there are hereby established (A) a "Letter of Credit Account" solely for the deposit by the Fiscal Agent of draws on any Letter of Credit to pay the principal or redemption price of, and interest on the Series A Bonds; and (B) a "School District Deposit Account" to be held solely for deposits by the School District to be used (i) if a Letter of Credit (as hereinafter defined) is in effect with respect to the Series A Bonds, for repayments to the Series A/B Bank of any draws on the Letter of Credit for principal or redemption price of, and interest on the Series A Bonds and (ii) if no Letter of Credit is in effect with respect to the Series A Bonds, for payment of the principal or redemption price of, and interest on the Series A Bonds. The Series A Sinking Fund and the accounts therein shall be applied exclusively to the payment of the interest covenanted to be paid upon the Series A Bonds and to the principal or redemption price thereof at maturity or the date fixed for mandatory redemption, or if paid by a draw on the Letter of Credit in effect with respect to the Series A Bonds, if any, to reimburse the Series A/B Bank for such draw and for no other purpose whatsoever, except as may be specifically permitted by this Section 16, until the same shall have been fully paid or provision for payment in full therefor has been made.

There shall be paid into the Series A Sinking Fund, and deposited into the School District Deposit Account, all moneys necessary to pay the debt service on the Series A Bonds, including Liquidity Provider Bonds, as follows: (1) an amount, taking into account any sums then held by the Fiscal Agent for the payment of interest on the Series

A Bonds, including Liquidity Provider Bonds, equal to the interest to become due and payable on the Series A Bonds, including Liquidity Provider Bonds, on the next Interest Payment Date for such Series A Bonds, (x) if the Series A Bonds are in the Daily Mode or the Weekly Mode, calculated at the per annum rate equal to 1.50% (the "Series A Assumed Rate") or, on July 1, 2017, and adjusted on July 1 of each succeeding year thereafter, the Series A Assumed Rate will be set to the highest average monthly SIFMA Rate during the preceding 12 calendar month period ending on May 31, provided that such highest average rate during such 12 month period exceeded 1.50%, (y) otherwise calculated at per annum rates equal to the interest rates then borne by the Series A Bonds, or at the interest rates borne by the Liquidity Provider Bonds under the terms of the Reimbursement Agreement, so that on each Sinking Fund Deposit Date, there shall be on deposit in the Series A Sinking Fund, an amount sufficient to pay interest on the Series A Bonds, including Liquidity Provider Bonds, on the next Interest Payment Date for such Series A Bonds, including Liquidity Provider Bonds, and (2) an amount sufficient to pay on the next succeeding Principal Payment Date or Series A Mandatory Sinking Fund Redemption Date, the principal of the Series A Bonds, including Liquidity Provider Bonds, due on the next succeeding Principal Payment Date or Series A Mandatory Sinking Fund Redemption Date.

All sums in the Series A Sinking Fund shall be applied exclusively to the payment of said principal or redemption price and interest covenanted to be paid by Section 4 hereof, including payments on Liquidity Provider Bonds, or to repayment for draws on any Letter of Credit to pay the principal or redemption price and interest covenanted to be paid by Section 4 hereof. The moneys deposited in the Series A Sinking Fund with respect to interest on the Series A Bonds over and above the sum so required to pay interest on the Series A Bonds in a Fiscal Year shall, on or before the last business day of each Fiscal Year, be transferred by the Fiscal Agent to the School District, provided that no reimbursements are then due and owing under any applicable Liquidity Facility or Credit Facility with respect to draws on the related Letter of Credit for the principal or redemption price of and interest on the Series A Bonds. The Series A Sinking Fund shall be kept in a separate account at the designated corporate trust office of the Fiscal Agent provided for in Section 18 hereof, until such time as the Commission by resolution shall provide for a similar separate account in another bank or bank and trust company.

As applicable, the Fiscal Agent, without further authorization than as herein contained, shall pay from the moneys in the Series A Sinking Fund, (I) the principal and redemption price of, and interest on the Series A Bonds, including Liquidity Provide Bonds, as and when the same shall become due, or (II) from the moneys in the School District Deposit Account, the amounts due to the Series A/B Bank for any draw on the related Letter of Credit to pay the principal or redemption price of and interest on the Series A Bonds, or to pay the principal or redemption price of and interest on the Series A Bonds when the same shall become due.

(ii) The Fiscal Agent is directed to draw on any Letter of Credit for the Series A Bonds in the manner set forth therein and in Section 3.8(a) of Exhibit B. Upon making a draw on such Letter of Credit to pay the principal or (to the extent that such Letter of Credit and the related Reimbursement Agreement so provide and the School District so directs) redemption price of, and interest then due on the Series A Bonds, the Fiscal Agent shall immediately transfer an amount equal to the amount of such draw from the School District Deposit Account of the Series A Sinking Fund to the Series A/B Bank.

(iii) The income from the investments in the Series A Sinking Fund to the extent permitted hereunder, shall, from time to time, as received, (A) be deposited in the School District Deposit Account and, (1) if a Letter of Credit is not in effect with respect to the Series A Bonds, applied to the payment of the principal or redemption price of, if any, and interest on, the Series A Bonds within twelve months of receipt of such income, or (2) if a Letter of Credit is in effect with respect to the Series A Bonds, applied to the repayment of amounts due to the Series A/B Bank for a draw on the Letter of Credit for the Series A Bonds to pay the interest on and principal and redemption price of the Series A Bonds, if any, or (B) if the School District Deposit Account is funded at the level necessary to meet the required amounts to be furnished by the School District on the next Sinking Fund Deposit Date, and no reimbursements are then due and owing under any applicable Liquidity Facility or Credit Facility with respect to draws under the related Letter of Credit for the principal or redemption price of and interest on the Series A Bonds, be transferred to the School District or as otherwise directed by the School District at its written request.

(iv) In each of the following fiscal years ending June 30, the following maximum amounts are hereby pledged to pay the debt service on the Series A Bonds, and such amounts are annually hereby appropriated to the Series A Sinking Fund for the payment thereof:

Fiscal Year Ending June 30,	Amount Pledged for Debt Service
2017	\$5,811,721.90
2018	5,822,400.01
2019	5,822,400.01
2020	12,113,078.11
2021	11,584,503.97
2022	11,065,799.97
2023	10,517,200.01
2024	9,946,617.46
2025	9,340,792.38
2026	7,817,600.02

(b) Series B Sinking Fund.

There is hereby irrevocably established with the Fiscal Agent a separate sinking fund for the School District to be known as "Sinking Fund - Series B of 2016" (the "Series B Sinking Fund"), and within the Series B Sinking Fund there are hereby established (A) a "Letter of Credit Account" solely for the deposit by the Fiscal Agent of draws on any Letter of Credit to pay the principal or redemption price of, and interest on the Series B Bonds; and (B) a "School District Deposit Account" to be held solely for deposits by the School District to be used (i) if a Letter of Credit is in effect with respect to the Series B Bonds, for repayments to the Series A/B Bank of any draws on the Letter of Credit for the principal or redemption price of, and interest on the Series B Bonds and (ii) if no Letter of Credit is in effect with respect to the Series B Bonds, for payment of the principal or redemption price of, and interest on the Series B Bonds. The Series B Sinking Fund and the accounts therein shall be applied exclusively to the payment of the interest covenanted to be paid upon the Series B Bonds and to the principal or redemption price thereof at maturity, or date fixed for mandatory redemption or if paid by a draw on the Letter of Credit in effect with respect to the Series B Bonds, if any, to reimburse the Series A/B Bank for such draw and for no other purpose whatsoever, except as may be specifically permitted by this Section 16, until the same shall have been fully paid or provision for payment in full therefor has been made.

There shall be paid into the Series B Sinking Fund, and deposited into the School District Deposit Account, all moneys necessary to pay the debt service on the Series B Bonds, including Liquidity Provider Bonds, as follows: (1) an amount, taking into account any sums then held by the Fiscal Agent for the payment of interest on the Series B Bonds, including Liquidity Provider Bonds, equal to the interest to become due and payable on the Series B Bonds, including Liquidity Provider Bonds, on the next Interest Payment Date for such Series B Bonds, (x) if the Series A Bonds are in the Daily Mode or the Weekly Mode, calculated at the per annum rate equal to 1.50% (the "Series B Assumed Rate") or, on July 1, 2017, and adjusted on July 1 of each succeeding year thereafter, the Series B Assumed Rate will be set to the highest average monthly SIFMA Rate during the preceding 12 calendar month period ending on May 31, provided that such highest average rate during such 12 month period exceeded 1.50%, (y) otherwise calculated at per annum rates equal to the interest rates then borne by the Series B Bonds, or at the interest rates borne by the Liquidity Provider Bonds under the terms of the Reimbursement Agreement, so that on each Sinking Fund Deposit Date, there shall be on deposit in the Series B Sinking Fund, an amount sufficient to pay interest on the Series B Bonds, including Liquidity Provider Bonds, on the next Interest Payment Date for such Series B Bonds, including Liquidity Provider Bonds, and (2) an amount sufficient to pay on the next succeeding Principal Payment Date or Series B Mandatory Sinking Fund Redemption Date, the principal of the Series B Bonds, including Liquidity Provider Bonds, due on the next succeeding Principal Payment Date or Series B Mandatory Sinking Fund Redemption Date.

All sums in the Series B Sinking Fund shall be applied exclusively to the payment of said principal or redemption price and interest covenanted to be paid by Section 4 hereof, including payments on Liquidity Provider Bonds, or to repayment for draws on any Letter of Credit to pay the principal or redemption price and interest covenanted to be paid by Section 4 hereof. The moneys deposited in the Series B Sinking Fund with respect to interest on the Series B Bonds over and above the sum so required to pay interest on the Series B Bonds in a Fiscal Year shall, on or before the last business day of each Fiscal Year, be transferred by the Fiscal Agent to the School District, provided that no reimbursements are then due and owing under any applicable Liquidity Facility or Credit Facility with respect to draws on the related Letter of Credit for principal or redemption price of and interest on the Series B Bonds. The Series B Sinking Fund shall be kept in a separate account at the designated corporate trust office of the Fiscal Agent provided for in Section 18 hereof, until such time as the Commission by resolution shall provide for a similar separate account in another bank or bank and trust company.

As applicable, the Fiscal Agent, without further authorization than as herein contained, shall pay from the moneys in the Series B Sinking Fund, (I) the principal or redemption price of and interest on the Series B Bonds, including Liquidity Provider Bonds, as and when the same shall become due, or (II) from the moneys in the School District Deposit Account, the amounts due to the Series A/B Bank for any draw on the related Letter of Credit to pay the principal or redemption price of and interest on the Series B Bonds, or to pay the principal or redemption price of and interest on the Series B Bonds when the same shall become due.

(ii) The Fiscal Agent is directed to draw on any Letter of Credit for the Series B Bonds in the manner set forth therein and in Section 3.8(a) of Exhibit B. Upon making a draw on such Letter of Credit to pay the principal or (to the extent that such Letter of Credit and the related Reimbursement Agreement so provide and the School District so directs) redemption price of, and interest then due on the Series B Bonds, the Fiscal Agent shall immediately transfer an amount equal to the amount of such draw from the School District Deposit Account of the Series B Sinking Fund to the Series A/B Bank.

(iii) The income from the investments in the Series B Sinking Fund to the extent permitted hereunder, shall, from time to time, as received, (A) be deposited in the School District Deposit Account and, (1) if a Letter of Credit is not in effect with respect to the Series B Bonds, applied to the payment of the principal or redemption price of, if any, and interest on, the Series B Bonds within twelve months of receipt of such income, or (2) if a Letter of Credit is in effect with respect to the Series B Bonds, applied to the repayment of amounts due to the Series A/B Bank for a draw on the Letter of Credit for the Series B Bonds to pay the interest on and principal and redemption price of the Series B Bonds, if any, or (B) if the School District Deposit Account is funded at the level necessary to meet the required amounts to be furnished by the School District on the next Sinking Fund Deposit Date, and no reimbursements are then due and owing under any applicable Liquidity Facility or Credit Facility with respect to draws under the related Letter of Credit for the principal or redemption price of and interest on the Series B Bonds, be transferred to the School District or as otherwise directed by the School District at its written request.

(iv) In each of the following fiscal years ending June 30, the following maximum amounts are hereby pledged to pay the debt service on the Series B Bonds, and such amounts are annually hereby appropriated to the Series B Sinking Fund for the payment thereof:

Fiscal Year Ending June 30,	Amount Pledged for Debt Service
2017	\$18,053,230.10
2018	18,086,400.01
2019	18,086,400.01
2020	18,119,569.92
2021	18,053,230.10
2022	18,086,400.01
2023	18,086,400.01
2024	18,119,569.92
2025	35,100,170.69
2026	34,435,737.54
2027	24,961,585.17
2028	36,845,781.42
2029	33,808,734.62
2030	30,778,567.71
2031	16,097,602.75

(c) Series C Sinking Fund.

There is hereby irrevocably established with the Fiscal Agent a separate sinking fund for the School District to be known as "Sinking Fund - Series C of 2016" (the "Series C Sinking Fund" and together with the Series A Sinking Fund and the Series B Sinking Fund, the "Sinking Funds"), and within the Series C Sinking Fund there are hereby established (A) a "Letter of Credit Account" solely for the deposit by the Fiscal Agent of draws on any Letter of Credit for principal or redemption price of, and interest on the Series C Bonds; and (B) a "School District Deposit Account" to be held solely for deposits by the School District to be used (i) if a Letter of Credit is in effect with respect to the Series C Bonds, for repayments to the Series C Bank of any draws on such Letter of Credit for the principal or redemption price of, and interest on the Series C Bonds and (ii) if no Letter of Credit is in effect with respect to the Series C Bonds, for payment of the principal or redemption price of, and interest on the Series C Bonds. The Series C Sinking Fund and the accounts therein shall be applied exclusively to the payment of the interest covenanted to be paid upon the Series C Bonds and to the principal or redemption price thereof at maturity, or date fixed for mandatory redemption, or if paid by a draw on the Letter of Credit in effect with respect to the Series C Bonds, if any, to reimburse the Series C Bank for such draw and for no other purpose whatsoever, except as may be specifically permitted by this Section 16, until the same shall have been fully paid or provision for payment in full therefor has been made.

There shall be paid into the Series C Sinking Fund, and deposited into the School District Deposit Account, all moneys necessary to pay the debt service on the Series C Bonds, including Liquidity Provider Bonds, as follows: (1) an amount, taking into account any sums then held by the Fiscal Agent for the payment of interest on the Series C Bonds, including Liquidity Provider Bonds, equal to the interest to become due and payable on the Series C Bonds, including Liquidity Provider Bonds, on the next Interest Payment Date for such Series C Bonds, (x) if the Series A Bonds are in the Daily Mode or the Weekly Mode, calculated at the per annum rate equal to 1.50% (the "Series C Assumed Rate") or, on July 1, 2017, and adjusted on July 1 of each succeeding year thereafter, the Series C Assumed Rate will be set to the highest average monthly SIFMA Rate during the preceding 12 calendar month period ending on May 31, provided that such highest average rate during such 12 month period exceeded 1.50%, (y) otherwise calculated at per annum rates equal to the interest rates then borne by the Series C Bonds, or at the interest rates borne by the Liquidity Provider Bonds under the terms of the Reimbursement Agreement, so that on each Sinking Fund Deposit Date, there shall be on deposit in the Series C Sinking Fund, an amount sufficient to pay interest on the Series C Bonds, including Liquidity Provider Bonds, on the next Interest Payment Date for such Series C Bonds, including Liquidity Provider Bonds, and (2) an amount sufficient to pay on the next succeeding Principal Payment Date or Series C Mandatory Sinking Fund Redemption Date, the principal of the Series C Bonds, including Liquidity Provider Bonds, due on the next succeeding Principal Payment Date or Series C Mandatory Sinking Fund Redemption Date.

All sums in the Series C Sinking Fund shall be applied exclusively to the payment of said principal or redemption price and interest covenanted to be paid by Section 4 hereof, including payments on Liquidity Provider Bonds, or to repayment for draws on any Letter of Credit to pay the principal or redemption price and interest covenanted to be paid by Section 4 hereof. The moneys deposited in the Series C Sinking Fund with respect to interest on the Series C Bonds over and above the sum so required to pay interest on the Series C Bonds in a Fiscal Year shall, on or before the last business day of each Fiscal Year, be transferred by the Fiscal Agent to the School District, provided that no reimbursements are then due and owing under any applicable Liquidity Facility or Credit Facility with respect to draws on the related letter of Credit for the principal or redemption price and interest on the Series C Bonds. The Series C Sinking Fund shall be kept in a separate account at the designated corporate trust office of the Fiscal Agent provided for in Section 18 hereof, until such time as the Commission by resolution shall provide for a similar separate account in another bank or bank and trust company.

As applicable, the Fiscal Agent, without further authorization than as herein contained, shall pay from the moneys in the Series C Sinking Fund, (I) the principal or redemption price and interest on the Series C Bonds as and when the same shall become due, including Liquidity Provider Bonds, or (II) from the moneys in the School District Deposit Account, the amounts due to the Series C Bank for any draw on the related Letter of Credit to pay the

principal or redemption price of and interest on the Series C Bonds, or to pay the principal or redemption price of and interest on the Series C Bonds when the same shall become due.

(ii) The Fiscal Agent is directed to draw on the Letter of Credit for the Series C Bonds in the manner set forth therein and in Section 3.8(a) of Exhibit B. Upon making a draw on such Letter of Credit to pay the principal or (to the extent that such Letter of Credit and the related Reimbursement Agreement so provide and the School District so directs) redemption price of, and interest then due on the Series C Bonds, the Fiscal Agent shall immediately transfer an amount equal to the amount of such draw from the School District Deposit Account of the Series C Sinking Fund to the Series C Bank.

(iii) The income from the investments in the School District Deposit Account of the Series C Sinking Fund to the extent permitted hereunder, shall, from time to time, as received, (A) be deposited in the School District Deposit Account and, (1) if a Letter of Credit is not in effect with respect to the Series C Bonds, applied to the payment of the principal or redemption price of, if any, and interest on, the Series C Bonds within twelve months of receipt of such income, or (2) if a Letter of Credit is in effect with respect to the Series C Bonds, applied to the repayment of amounts due to the Series C Bank for a draw on the Letter of Credit for the Series C Bonds to pay the interest on and principal and redemption price of the Series C Bonds, if any, or (B) if the School District Deposit Account is funded at the level necessary to meet the required amounts to be furnished by the School District on the next Sinking Fund Deposit Date and no reimbursements are then due and owing under any applicable Liquidity Facility or Credit Facility with respect to draws under the related Letter of Credit for the principal or redemption price of and interest on the Series C Bonds, be transferred to the School District or as otherwise directed by the School District at its written request.

(v) In each of the following fiscal years ending June 30, the following maximum amounts are hereby pledged to pay the debt service on the Series C Bonds, and such amounts are annually hereby appropriated to the Series C Sinking Fund for the payment thereof:

Fiscal Year Ending June 30,	Amount Pledged for Debt Service
2017	\$18,053,230.10
2018	18,086,400.01
2019	18,086,400.01
2020	18,119,569.92
2021	18,053,230.10
2022	18,086,400.01
2023	18,086,400.01
2024	18,119,569.92
2025	35,100,170.69
2026	34,435,737.54
2027	24,961,585.17
2028	36,845,781.42
2029	33,808,734.62
2030	30,778,567.71
2031	16,097,602.75

**Section 17. Investment of Sinking Funds.**

The Fiscal Agent shall, at the written direction of the School District, to the extent not required for immediate payment of the Bonds, invest the moneys held in each School District Deposit Account in each Sinking Fund in: (i) any investment permitted pursuant to Section 8224 of Act, (ii) the direct obligations of the United States of America, or obligations the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America and senior debt obligations rated at the time of investment “Aaa” by Moody’s Investors Service and “AAA” by Standard and Poor’s Ratings Services, a division of the McGraw-Hill Financial Inc., issued by Fannie Mae or the Federal Home Loan Mortgage Corporation, senior debt obligations of the Federal Home Loan Bank System, and obligations of the Resolution Funding Corporation, which obligations are not guaranteed by the United States of America (the “Government Obligations”), (iii) shares of an investment company registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, including, without limitation, any such investment company for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (x) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from such funds for services rendered, (y) the Fiscal Agent charges and collects fees for services rendered pursuant to this Resolution, which fees are separate from the fees received from such investment companies; and (z) services performed for such investment companies and pursuant to this Resolution may at times duplicate those provided to such funds by the Fiscal Agent or its affiliates; provided, that the following are met: (A) the only investments of that company are in the authorized investments listed in clause (i) in this Section 16 and Repurchase Agreements (hereinafter defined); (B) the investment company is managed so as to maintain its shares at a constant net asset value in accordance with 17 CFR 270 2a-7 (relating to money market funds); and (C) the investment company is rated at the time of investment in the highest category by a nationally recognized rating agency, or (iv) interest bearing deposits in any bank or bank and trust company or national banking association having a combined net capital and surplus in excess of \$100,000,000 (including the Fiscal Agent or any of its affiliates); provided that all such deposits shall, to the extent not insured by a federal agency or instrumentality, be secured as to principal by a pledge of Government Obligations. The Fiscal Agent, in purchasing Government Obligations, may make any purchase subject to

agreement with the seller for repurchase of such Government Obligations at a later date, and in such connection may accept the seller's agreement for the payment of interest in lieu of the right to receive the interest payable by the issue of the Government Obligations purchased; provided that: (A) the seller is a bank or bank and trust company or national banking association having a combined net capital and surplus in excess of \$100,000,000; and (B) such Government Obligations shall be pledged as hereinafter provided (such agreements are hereinafter referred to as "Repurchase Agreements").

All Government Obligations and interest bearing deposits shall mature or be subject to redemption at the option of the holder at not less than par or the purchase price therefor on or prior to the dates fixed for payment of principal or of interest on the Bonds. All Repurchase Agreements shall have a term no greater than 30 days.

Any Government Obligations pledged as security for Repurchase Agreements shall be subject to a perfected first security interest in favor of the Fiscal Agent, free and clear of all claims of third parties and shall be: (i) in the case of direct obligations of the United States which can be pledged by a book-entry notation under regulations of the United States Department of the Treasury, appropriately entered on the records of a Federal Reserve Bank; or (ii) in the case of other Government Obligations, either (A) deposited with the Fiscal Agent or with a Federal Reserve Bank for the account of the Fiscal Agent, or (B) if the Government Obligation is shown on the account of the pledgor on the books of a clearing corporation, as defined in Division 8, Section 102(a) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8102(a)), by making appropriate entries evidencing the acquisition of a securities entitlement on the books of the clearing corporation as provided in Division 8, Section 501(b) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8501(b)).

**Section 18. Fiscal Agent and Tender Agent.**

The Chief Financial Officer of the School District is hereby authorized and directed to contract with The Bank of New York Mellon Trust Company, N.A. having a corporate trust office in Philadelphia, Pennsylvania, for its services as Fiscal Agent. Any additional or successor sinking fund depository, registrar, transfer agent, tender agent or paying agent appointed pursuant to this Resolution shall be a bank, national banking association or a trust company duly authorized to exercise trust powers in the Commonwealth of Pennsylvania and a "securities intermediary" within the meaning of Division 8 Section 102(a) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8102(a)). Such successor shall be subject to examination by federal or state authority, have a combined net capital and surplus in excess of \$100,000,000, and be otherwise qualified under the Act.

**Section 19. Application to Department of Community and Economic Development.**

The Chief Financial Officer or Deputy Chief Financial Officer of the School District are hereby jointly and severally authorized to certify to and file with the Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the incurrence of debt authorized hereunder, including the debt statement hereinabove referred to, and to pay the filing fees necessary in connection therewith.

**Section 20. Covenants in Respect of Federal Tax Laws with Respect to Bonds.**

The School District hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the holders of Bonds of the interest on the Bonds under Section 103 of the Code to the extent that interest on Bonds is excluded from gross income for federal income tax purposes. Pursuant to these covenants, the School District obligates itself to comply throughout the term of the Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

The School District hereby further covenants that it will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the School District, or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and that it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds. In the event that at any time the School District is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the Fiscal Agent, the School District shall so instruct the Fiscal Agent in writing, and the Fiscal Agent shall take such action as may be necessary to comply with such instructions.

Without limiting the generality of the foregoing, the School District shall pay or cause to be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to any of the Bonds from time to time. This rebate obligation shall survive payment in full or defeasance of the Bonds.

The Chief Financial Officer or the Deputy Chief Financial Officer is hereby authorized and directed to make any elections on behalf of the School District permitted by the Code or any Treasury Regulations as he or she deems necessary or appropriate to enable the School District to comply with the requirements of this Section.

**Section 21. Official Statement.**

An Official Statement of the School District with respect to the Bonds in substantially the form submitted to the Commission is hereby approved, with such changes therein as any member of the Commission, in consultation with counsel, shall approve, the execution thereof by such Commissioner to be conclusive evidence of such approval, and any member of the Commission is hereby authorized to execute said Official Statement and said Official Statement is hereby authorized to be distributed to prospective purchasers of the Bonds.



**Section 22. Fiduciaries.**

(a) The Fiscal Agent and any co-paying agent (each a “Fiduciary”) may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers, or employees, and shall be entitled to advice of counsel concerning all questions hereunder; and a Fiduciary shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care, except that the Fiduciaries shall at all times be answerable and responsible for any liability to the School District resulting from any theft or loss of, or unauthorized or wrongful issuance of Bonds by a Fiduciary. A Fiduciary shall not be answerable for the exercise of any discretion or power under this Resolution nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct or the theft or loss, for any reason whatsoever, or unauthorized or wrongful issuance of Bonds by a Fiduciary.

(b) The School District shall pay each Fiduciary reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall indemnify each Fiduciary against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to such Fiduciary’s own negligence or willful misconduct or any theft or loss of, or unauthorized or wrongful issuance of Bonds by a Fiduciary.

(c) A Fiduciary may act on any requisition, resolution, notice, telegram request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper persons or to have been prepared and furnished pursuant to any of the provisions hereof; and the Fiduciary shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

(d) A Fiduciary may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any owners of Bonds may be entitled to take with like effect as if the Fiduciary were not appointed and acting hereunder. Fiduciaries may also engage in or be interested in any financial or other transaction with the School District; provided that if the Fiduciary determines that any such relation is in conflict with its duties under this Resolution, it shall eliminate the conflict or resign.

(e) The Fiscal Agent may construe any ambiguous or inconsistent provisions of this Resolution, and any construction by the Fiscal Agent shall be binding upon the registered owners of Bonds. The Fiscal Agent shall give prompt notice to the School District of any intention to make such construction.

(f) A Fiduciary may resign and be discharged of the trusts created hereby on written resignation filed with the School District not less than 60 days before the date when such resignation is to take effect; provided notice of such resignation is mailed to each registered owner of the Bonds not less than 30 days prior to the effective date of such resignation. A copy of such notice of such resignation shall be sent to *The Bond Buyer* or its successor, if any, not less than 30 days prior to such effective date. Such resignation shall take effect on the day specified therein unless a successor Fiduciary is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor.

(g) Any Fiduciary hereunder may be removed at any time, by resolution of the School District, appointing a successor to the Fiduciary so removed in accordance with the Act and filed with the Fiscal Agent.

(h) If a Fiduciary or any successor fiduciary resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of such Fiduciary, and the School District shall appoint a successor and shall publish notice of such appointment in *The Bond Buyer* or its successor, if any, and shall cause notice of such appointment to be mailed to the registered owners of Bonds. No appointment or removal of a Fiduciary will be effective until a successor fiduciary has been appointed and has accepted the duties of the Fiduciary. If the School District fails to make such appointment within 30 days of the occurrence of such vacancy, the holders of a majority in principal amount of the Bonds then outstanding may do so or the acting Fiduciary, at the School District’s expense, may petition a court of competent jurisdiction for the appointment of a successor.

(i) A successor fiduciary shall be a national bank, bank, bank and trust company or a trust company, duly authorized to exercise trust powers, subject to examination by federal or state authority, having a combined net capital and surplus in excess of \$100,000,000 and otherwise qualified under the Act. Any successor fiduciary shall also be a “securities intermediary” within the meaning of Division 8, Section 102(a) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8102(a)). Any successor fiduciary shall execute, acknowledge and deliver to the School District an instrument accepting such appointment hereunder; and thereupon such successor fiduciary, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Fiduciary herein. The Fiduciary ceasing to act hereunder shall pay over to the successor fiduciary all moneys held by it hereunder; and, upon request of the successor fiduciary, the Fiduciary ceasing to act and the School District shall execute and deliver an instrument transferring to the successor fiduciary all the estates, properties, rights, powers and trusts hereunder of the Fiduciary ceasing to act.

(j) Any corporation or national banking association into which any Fiduciary hereunder may be merged or with which it may be consolidated, or any corporation or national banking association resulting from any merger or consolidation to which any Fiduciary hereunder shall be a party, shall be the successor fiduciary hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation or national banking

association continuing to act as Fiduciary hereunder shall meet the requirements of this Section, and if such corporation or national banking association does not meet the aforesaid requirements, a successor Fiduciary shall be appointed pursuant to this Section.

(k) The duties and trusts created hereby shall not be sold, assigned or otherwise transferred without the prior written consent of the authorized officer of the School District, except as provided in paragraph (j) of this Section. Any such sale, assignment or other transfer without such consent shall be deemed a resignation by the Fiduciary and the School District shall thereupon appoint a successor pursuant to this Section.

**Section 23. Further Action.**

The proper officers of the School District are hereby severally authorized and empowered on behalf of the School District to execute any and all papers and documents and to do or cause to be done any and all acts and things necessary or appropriate for the implementation of this Resolution and to effectuate the issuance, sale and delivery of the Bonds, the investment of moneys in the Sinking Funds, the timely payment in full of the Bonds and the completion of the Refunding Project, including, but not limited to, approving, upon consultation with Bond Counsel, such modifications and amendments to Exhibit B that clarify, but do not change in any material respect, the substantive provisions thereof. Whenever an officer of the School District is authorized to act hereunder, and there is a vacancy in any such office, any person duly appointed to perform the duties of such officer shall be entitled to act hereunder as if specifically authorized.

**Section 24. Reimbursement Agreements and Remarketing Agreements; Early Termination of Existing Letters of Credit.**

(a) In order to (i) facilitate the issuance and sale of the Series A Bonds, Series B Bonds and Series C Bonds, enhance the marketability of the Series A Bonds, Series B Bonds and Series C Bonds and provide additional security to the holders of the Series A Bonds, Series B Bonds and Series C Bonds, thereby reducing the interest cost to the School District of the Series A Bonds, Series B Bonds and Series C Bonds, and (ii) provide funds for the payment of the purchase price of the Series A Bonds, Series B Bonds and Series C Bonds that have been tendered for purchase (to the extent remarketing proceeds are not available therefor) pursuant to the optional and mandatory tender provisions set forth in Exhibit B, it is hereby determined that the School District shall enter into a Reimbursement Agreement relating to the Series A Bonds and the Series B Bonds (the "Series A/B Reimbursement Agreement") with Bank of America, N.A. (the "Series A/B Bank") and a Reimbursement Agreement relating to the Series C Bonds (the "Series C Reimbursement Agreement") with PNC Bank, National Association (the "Series C Bank"). The Series A/B Reimbursement Agreement and the Series C Reimbursement Agreement are collectively referred to herein as the "Reimbursement Agreements" and are each individually referred to herein as a "Reimbursement Agreement" and the Series A/B Bank and the Series C Bank are collectively referred to herein as the "Banks" and are each individually referred to herein as a "Bank". On the date of original issuance of the Series A Bonds, Series B Bonds and Series C Bonds, each Bank shall issue to the Fiscal Agent, as beneficiary, an irrevocable unconditional direct-pay letter of credit (each a "Letter of Credit") which authorizes the drawing of funds, at the times provided therein and which is sufficient in the aggregate to pay the principal and redemption price of, and interest on the related Series of Bonds and to pay the purchase price of such Series of Bonds tendered for payment hereunder and not remarketed. The School District hereby approves the terms of the Reimbursement Agreements in substantially the forms presented to this meeting (copies of which will be filed with the records of this meeting). Any member of the Commission or the Superintendent or the Chief Financial Officer of the School District is hereby authorized and directed to execute and deliver the Reimbursement Agreements in substantially such forms, with such changes therein as counsel may advise and the members of the Commission or the Superintendent or the Chief Financial Officer of the School District shall approve, such approval to be conclusively evidenced by such member's or officer's execution thereof.

(b) In order to provide for the remarketing of the Series A Bonds, Series B Bonds and Series C Bonds, Merrill Lynch, Pierce, Fenner & Smith, Incorporated (the "Series A/B Remarketing Agent") is hereby appointed as initial Remarketing Agent for the Series A Bonds and the Series B Bonds and PNC Capital Markets LLC (the "Series C Remarketing Agent" and, together with the Series A/B Remarketing Agent, the "Remarketing Agents") is hereby appointed as initial Remarketing Agent for the Series C Bonds. The School District hereby approves the terms of a separate Remarketing Agreement with each Remarketing Agent, substantially in the forms presented to this meeting (copies of which shall be filed with the records of this meeting). Any member of the Commission or the Superintendent or the Chief Financial Officer of the School District is hereby authorized and directed to execute and deliver the Remarketing Agreements in substantially such forms, with such changes therein as counsel may advise and the members of the Commission or the Superintendent or the Chief Financial Officer of the School District shall approve, such approval to be conclusively evidenced by such member's or officer's execution thereof. The remarketing fee payable to each Remarketing Agent shall not exceed 8 basis points (.008%) per annum, as determined in each Remarketing Agreement.

(c) The School District may, but is not required to, in its discretion, from time to time, provide for additional Credit Enhancement on the Series A Bonds, Series B Bonds or Series C Bonds. The School District may also provide for an Alternate Liquidity Facility or Alternate Credit Enhancement, in the manner described in Exhibit B to this Resolution.

(d) The Chief Financial Officer or other proper officers of the School District are hereby authorized and directed to cause the early termination of any letter of credit in effect relating to the Refunded Bonds, in accordance with the terms of such letter of credit and the provisions of the Prior Resolutions and any reimbursement agreement relating to such letter of credit, and take such other related action as may be necessary or appropriate to effect the completion of the Refunding Project.

**Section 25. Notice to Rating Agencies.**

The Fiscal Agent is hereby authorized and directed to give notice to Standard & Poor's Ratings Services, a Division of McGraw-Hill Financial, Moody's Investors Service and Fitch Ratings of any amendment of or supplement to this Resolution of which it has received written notice from the School District.

**Section 26. Purpose of Refunding Project.**

It is hereby determined that the School District is effecting the Refunding Project for an authorized purpose pursuant to Section 8241(b)(3) of the Act and the report of the Financial Advisor (hereinafter defined) to the School District evidencing that the Refunding Project will accomplish such purpose, as presented to this meeting of the Commission, is hereby accepted and approved.

**Section 27. Continuing Disclosure Agreement.**

It is hereby determined that it is necessary and appropriate for the School District to execute and deliver a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") for the benefit of the holders from time to time of the Bonds, substantially in the form presented to this meeting (a copy of which shall be filed with the records of this meeting), in order to assist the Underwriters in complying with the requirements of Rule 15c2-12. The Continuing Disclosure Agreement is hereby approved and the Chief Financial Officer or Deputy Chief Financial Officer is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement in substantially such form with such changes therein as counsel may advise and the Chief Financial Officer or Deputy Chief Financial Officer shall approve, such approval to be conclusively evidenced by his or her execution thereof.

**Section 28. Resolution and Act a Contract; Amendment.**

This Resolution and the Act as in force on the date hereof shall constitute a contract between the School District and the registered owners from time to time of the Bonds. Said contract may be modified without the consent of said registered owners insofar as any such modification does not adversely affect their rights as such, and in other respects it may be modified with the consent of the registered owners of not less than 51% in principal amount of the Bonds then outstanding provided, however, that no such modification may be made which would reduce such percentage required for consent, or affect the rights of the owners of less than all of the outstanding Bonds, or affect the terms of payment of the principal, or redemption price of, or interest on, the Bonds without the consent of the registered owners of all of the affected Bonds. So long as the Securities Depository is the sole registered owner of the Bonds, any amendment that would otherwise require the consent of registered owners shall require the consent of the Beneficial Owners of not less than 51% in principal amount of the Bonds then outstanding.

**Section 29. Appointment of Professionals.**

(a) The law firm of Eckert Seamans Cherin & Mellott, LLC, of Philadelphia, Pennsylvania, is hereby appointed to serve as Bond Counsel with respect to the Bonds.

(b) The firm of Phoenix Capital Partners LLP is hereby appointed financial advisor with respect to the Bonds.

(c) The Chief Financial Officer of the School District is hereby authorized to engage such other counsel, consultants, verification agent and other professional advisors as he or she deems necessary to implement the issuance of the Bonds.

**Section 30. Notice to Securities Depository with Respect to Consents.**

In connection with any notice or other communication to be provided to owners of Bonds pursuant to this Resolution by the School District or the Fiscal Agent with respect to any consent or other action to be taken by such owners, the School District or the Fiscal Agent, as the case may be, shall establish a record date for such consent or other action and the date by which such consent or other action shall be received or taken (the "Return Date") and give the Securities Depository notice of such record date and Return Date not less than 15 calendar days in advance of such record date to the extent possible.

**Section 31. Headings and Preambles.**

The preambles and headings of this Resolution are inserted for ease of reference only and shall not constitute a part of this Resolution.

**Section 32. Severability.**

In case any one or more provisions of this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Resolution, and this Resolution shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained herein.

**Section 33. No Personal Recourse.**

No personal recourse shall be had for any claim based on this Resolution or the Bonds against any member, officer or employee, past, present or future, of the School Reform Commission or the School District or any successor body

as such, either directly or through the Commission or the School District or any successor body as such, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

**Section 34. Inconsistent Resolutions Repealed.**

All resolutions or parts of resolutions to the extent inconsistent herewith shall be and the same hereby are rescinded, canceled and annulled.

**Section 35. Effective Date.**

This Resolution shall be effective this 28<sup>th</sup> day of April, 2016. This Resolution shall be valid and effective for all purposes on the fifth day following advertisement of final enactment hereof as provided in Section 8003 of the Act.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

*A complete copy of resolution SRC-18, with Exhibits is on file with the minutes of the School Reform Commission.*

William R. Hite, Jr., Superintendent, provided remarks. He stated that last week, seven principals received the annual Lindback Award for Distinguished Principal Leadership in recognition of outstanding leadership. The 2016 recipients were: Carolyn Allen-Glass from Thomas G. Morton Elementary; Stacey Burnley from Edwin M. Stanton Elementary; Connie Carnivale from H.A. Brown Academics Plus; Dr. Toni Damon, Murrell Dobbins Career and Technical High School; Karen Dean, Lankenau Environmental Science Magnet High School; Brianna Dunn, Laura W. Waring Elementary; and James Williams, Kensington Health Sciences Academy. The award includes a \$20,000 stipend to be used at each school community. Dr. Hite stated that our budget season is currently underway. The SRC adopted the District's proposed Fiscal Year 2016-2017 lump sum statement in late March and held a lump sum budget hearing last week. He stated that our school investments will focus on literacy, college and career readiness, and talent and workforce development, specifically \$7.8 million for schools to use at their discretion on a per pupil basis; at least one counselor in every school; at least one nurse per school, or per building if schools share a building; and additional investments for internal and external turnaround initiatives. Dr. Hite also stated that we have identified additional necessary investments that would require recurring resources from our funding partners. He stated that we continue to face risks and issues that could impact our projections, including ongoing uncertainty regarding Fiscal Year 2016 state revenues, the Governor's proposed budget for Fiscal Year 2017, the State Supreme Court case ruling, and potential repayment of variable rate debt. Dr. Hite stated that the need for full and fair funding throughout Pennsylvania's schools could not be more urgent. Please continue to contact your local legislators on this issue. Dr. Hite stated that as part of National College Signing Day, we celebrated more than 3,000 Philadelphia high school seniors on Friday who have committed to a college or university. The 2<sup>nd</sup> Annual Reach Higher Philly College Signing Day was held at Temple University. This was an exciting day for the students in attendance. Most importantly, it drove home the message that students who pursue higher education deserve our guidance, support and our pride. Dr. Hite asked that for parents with children who will be five years old by September 1<sup>st</sup>, to mark their calendars for Kindergarten Open House Week, scheduled for May 9<sup>th</sup> through the 13<sup>th</sup>. Dr. Hite extended congratulations to George Washington Carver High School of Engineering and Science for placing second overall in the state's Air Force CyberPatriot competition. The team completed four contests against almost 1,640 other teams. He stated that the national CyberPatriot competition allows middle and high school students to compete in real-world situations, such as finding cyber-security vulnerabilities and keeping systems up and running.

The Office Depot Seniors of the Month for April 2016 were presented to David Hummel, Constitution High School and Iseime Johnson, Overbrook High School. Dr. Hite introduced a video presentation which highlighted each of the recipients.

The Teacher of the Month for April 2016 was presented to Amy Bussman, Anne Frank Elementary School.

Chair Neff stated that there will be staff presentations on two sets of resolutions; the Charter Schools Office's renewal and nonrenewal recommendations and the Charter Schools Office's Renaissance recommendations for Wister, Huey and Cooke Elementary Schools

Chair Neff introduced Dawnlyne Kacer, Executive Director of the Charter Schools Office provided a presentation on Charter Renewal Applications. Ms. Kacer's presentation included an overview of the review framework; Academic Success, Organizational Viability, and Financial Health and Sustainability. Lauren Iannuccilli, Charter Schools Office, provided an overview of the Charter Schools Office recommendations. The recommendations included a 5-year renewal for Mastery Charter School Shoemaker Campus and YouthBuild Philadelphia Charter School; 5-year renewal with conditions for Harambee Institute of Science and Technology Charter School, Mastery Charter School Clymer Elementary (Renaissance), and Mastery Charter School Simon Gratz Campus (Renaissance); and nonrenewal for John B. Stetson Charter School (Renaissance), Olney Charter High School (Renaissance), Universal Vare Charter School (Renaissance), Universal Audenried Charter High School (Renaissance). The renewal evaluation is ongoing for West Philadelphia Achievement Charter Elementary School.

*\*A complete copy of Ms. Kacer's powerpoint presentation is on file with the minutes of the School Reform Commission.*

Dr. Hite stated that in early October, he made a series of recommendations to enhance and improve educational opportunities for more than 5,000 students in The School District of Philadelphia. He stated that the recommendations were designed to provide more students with better school options close to where they live in line with our *Action Plan 3.0* strategic vision. The recommendations included (1) expanding successful school models, (2) launching new in-District turnaround efforts, (3) creating innovative schools in underserved neighborhoods, (4) consolidating schools and reconfiguring grade spans, and (5) converting Jay Cooke, Samuel B. Huey and John Wister elementary schools to Renaissance Charter Schools to address chronic academic and climate challenges. He stated that the School District issued a Request for Qualifications (RFQ) in October to select potential Renaissance Charter operators. From mid-October through December, students, parents, staff and school community members actively engaged in dialogue about how best to improve outcomes and experiences. He stated that for the first time, parents were part of the formal committee that reviewed the proposals from charter school operators. Dr. Hite stated that in January, he recommended matching Cooke Elementary with Great Oaks Foundation and Huey Elementary with Global Leadership Academy. I also recommended at that time keeping Wister Elementary under District management. He stated that during the January 21, 2016 SRC meeting, the School Reform Commission voted to match all three schools with Renaissance Charter operators, including Wister Elementary with Mastery Charter Schools. Dr. Hite stated that tonight is the final step in the Renaissance Charter process and that the SRC will decide whether to authorize charters to Great Oaks, Global Leadership Academy, and Mastery Charter Schools. Dr. Hite thanked students, parents, and community members for their participation, feedback and advocacy throughout this process.

Dr. Hite introduced Dawnlynn Kacer, Executive Director of the Charter Schools Office, who provided an overview of the Charter School Office's recommendations. The presentation included a review of the recommendations, school location, turnaround team, enrollment at scale, and application highlights. The recommendations included a 5-year charter with conditions for Global Leadership Academy at Huey, Great Oaks at Cooke, and Mastery Charter Schools at Wister.

*\*A complete copy of Ms. Kacer's powerpoint presentation is on file with the minutes of the School Reform Commission.*

In response to Commissioner Houstoun, Ms. Kacer clarified that there is a signed Charter Agreement for Global Leadership Academy at Huey and not for Great Oaks at Cooke and Mastery Charter Schools at Wister. The vote for Global Leadership Academy at Huey would be to approve the charter application and adopt the charter agreement. The vote for Great Oaks at Cooke and Mastery Charter Schools at Wister would be to approve the charter application only.

The meeting was opened to the public for presentation of statements.

The following individuals provided statements in support of the respective school:

- Jessica Mendez, student, John B. Stetson
- Fatima Kayad, student, Olney Charter High School
- Malik Byrd, student, Universal Vare Charter School
- Joseph Harris, student, Universal Audenried Charter High School
- Naim Johnson, student, Mastery at Pickett
- Ciaira Barrett, 6<sup>th</sup> grade student, Mastery at Pickett
- Kelly Mitchell, student, YouthBuild Charter School
- Chalisha Clemens, YouthBuild Charter School
- Jamal Johnson, YouthBuild Charter School

Aminata Sylla, student, described "unsafe" conditions at Jay Cooke Elementary School.

Zaqkiyah Ingram, City Year, described the impact that City Year has had on William D. Kelley School.

Anna Figueroa, parent, expressed support of Mastery Turnaround at Wister Elementary School.

Danyelle Mack, parent, expressed support of Mastery Turnaround at Wister Elementary School.

Joann Seaver, SAC Member, expressed support of the Community School Model at Wister Elementary School.

Monica Clark expressed opposition to the Mastery Turnaround Model at Wister Elementary School.

Novilette Jones, parent, expressed opposition to the Mastery Turnaround Model at Wister Elementary School.

Greg Paulmier, 12<sup>th</sup> Ward Leader expressed concerns about the Renaissance process at Wister Elementary School.

Lynda Rubin, retired counsel, stated that the School Reform Commission has failed school children and should be disbanded.

Diane Payne questioned the Renaissance process and what credible, impartial data is being used to justify a yes vote that closes public schools

Gail Tarver stated that damaging tactics are being used against Wister Elementary School families.

Lisa Haver stated that conflicts of interest have become the norm for the SRC. She stated that the SRC does what it wants, despite the facts, the data, or the wishes of the people.

Deborah Grill stated that she has become increasingly alarmed over the influence of the Philadelphia Schools Partnership on the decisions made by the SRC and the School District of Philadelphia.

Keith Schenck stated that the School Reform Commission should dissolve itself.

Ilene Poses stated that her remarks are dedicated to Kenya Nation who has always taken the high road when testifying and who was treated unkindly the last time she spoke at an SRC meeting. She stated that all parents want is a good education for their children in a school with experienced, dedicated faculty that includes art, music, gym, libraries, and a nurse. She stated that students of Philadelphia are being starved and cheated of this education through unfair law. The public schools are not fully funded. She stated that charter school students are cheated differently.

Karel Kilimnik, retired teacher and member of the Alliance for Philadelphia Public Schools, stated that there needs to heed Councilwoman Gym's call for a moratorium on approving Renaissance Charter Schools, and vote no on resolutions SRC-15, SRC-16, and SRC-17. She also cited apparent conflicts of interest involving Commissioner Simms, Commissioner Jimenez, and Christina Grant, Assistant Superintendent.

Barbara Dowdall questioned the District's commitment to small class size, clean and attractive physical plants, trips to museums, concerts and the theatre, regular recess and/or physical education, properly apportioned counselors, reading specialists, fully-resourced library with librarian and library aide.

Gregory Bucceroni, parent, stated that he has witnessed a positive change in school climate and safety at Stetson Charter School. He asked that the District reconsider its decision on changing Stetson back into a traditional public school.

Amaris Gonzales, parent, expressed support of the Charter Renewal at Stetson Elementary School

Adleaida Morales, parent, expressed support of the Charter Renewal at Stetson Elementary School.

Lillian English-Hentz, grandparent, expressed support of the Charter Renewal at Olney Charter High School.

Elaine Darden, parent, expressed support of the Charter Renewal at Olney Charter High School.

Elizabeth Cesarinia, staff, expressed support of unionization at Olney Charter High School.

Kaiem Fink, parent, Howe Elementary School, expressed confusion about the District's Bullying Policy.

Robin Roberts, parent, expressed concerns about the suffering of community partnerships. She also stated that they are various issues with the principal at Henry Elementary School.

Victoria Rivers, Board President at World Communications Charter School since 2013, expressed support of the renewal of the Charter.

Andrew Fox stated that enrichment programs in Philadelphia face challenges obtaining ESSA Title IV funding. He stated that there are strategies that local and state education commissioners can use to alleviate these challenges, including a coalition for funding and conducting a needs assessment.

Blanchard Diavua, principal at Universal Audenried Charter High School, expressed support of the Charter with conditions. She stated that the school is making growth.

Valerie Pugh, grandparent, expressed support of renewal of the Charter at Universal Audenried Charter High School.

Cynthia Bligen, SAC Chairperson, expressed support of the renewal of the Charter at Universal Vare Charter School.

Craig Metcalfe, principal, Universal Vare Charter School, expressed support of the renewal of the Charter.

Ron Whitehorn expressed support of Cooke, Huey, and Wister Elementary Schools, and requested that the vote on Mastery be postponed.

Bernadette Peoples stated that parents and community must be involved in their children's education and that the SRC must consider all key factors of the process of moving children in the right direction

Pamela Williams expressed support of the Renaissance Turnaround Model at Huey Elementary School.

Tomika Anglin stated that the community should fight for a democratic process.

Richard Liuzzi stated that public education is being dismantled.

Venard Johnson stated that the District should look at the feeder pattern schools into Universal Audenried Charter High School.

Mu`min Islam, MFI Law Group, described inadequacies with the Charter Schools Office.

Abel McDaniels stated that Charter schools are outperforming District schools.

Donna Cooper, Public Citizens for Children and Youth (PCCY) stated that the Charter Office reports, while not perfect, offer some sound data on which the SRC can base its decisions. She stated that the issue is more about funding and that all schools are struggling. Ms. Copper stated that there needs to be an agenda for legislative reform.

Kathleen Anderson, Special Education Support Services teacher at West Philadelphia High School, stated that the needs of students are not being met. She stated that school closures have impacted services to special education students.

Sandra Dungee Glenn, CEO of Harambee Institute of Science and Technology Charter School, expressed support of the charter. She stated that the school is making progress.

Antonio Vance expressed support of Great Oaks Charter School.

Robin Lowry stated that she is resigned that 3 more public schools with unionized staff and poor children will be given to Charter schools. She stated that the saga of Wister Elementary School will go down as a textbook example. Ms. Lowry stated that the District used untruths and that enrollment data was distorted, achievement data disregarded, meetings disrupted by thugs, and resources and staff taken away.

Diana Thompson, who lives and works in Germantown, zip code 19144, expressed concerns about [adult] behaviors. She stated that there is a lack of tolerance of others. Ms. Thompson stated that [we] must be respectful of each other.

William Jackson expressed support of the Wister Elementary School Renaissance Turnaround.

Orlando Acosta stated that there is no respect of the community.

Mama Gail stated that Dr. Hite and the School Reform Commission has failed the District.

The following resolutions were presented for formal action by the School Reform Commission:

Commissioner Green stated that he understands that the controller is about to release a report on ASPIRA and Universal Schools, and would like the opportunity to review that report prior to taking a vote on those resolutions. Commissioner Green offered a motion to table resolutions SRC-7, SRC-11, SRC-12, and SRC-13.

The vote on the motion to table resolutions SRC-7, SRC-11, SRC-12, and SRC-13 was as follows:

Yeas: Mr. Green, Ms. Jimenez (SRC-7 only), Ms. Simms – 3

Nays: Ms. Houston, Chair Neff – 2

Abstention: Ms. Jimenez (SRC-11, SRC-12, and SRC-13) – 1

The vote on the motion to table resolution SRC-7 was passed 3-2. The vote on the motion to table resolutions SRC-11, SRC-12, and SRC-13 was tied 2-2, which is an inaction.

Commissioner Green questioned the consequences of him voting to abstain on resolutions SRC-11, SRC-12, and SRC-13. He stated the basis for abstaining is that he did not have sufficient information to make an informed decision, having not received the resolutions until 5:30 this evening. Michael A. Davis, General Counsel, stated that the motion to table cannot be reconsidered. He stated that the vote on the motion to table resolution SRC-7 was approved 3-2. The vote on the motion to table resolutions SRC-11, SRC-12, and SRC-13 was tied 2-2, which results in an inaction. The Commission would be required to vote on resolutions SRC-11, SRC-12, and SRC-13 as presented. Mr. Davis clarified that Commissioner Green could, however abstain from voting on resolutions SRC-11, SRC-12, and SRC-13.

## **I. SCHOOL REFORM COMMISSION**

### **SRC-1 (Updated 4.21.16)**

#### **Proposed Student Expulsion – E. F.**

**RESOLVED**, that Student E.F. shall be *temporarily expelled* from the School District of Philadelphia effective March 15, 2016 through the end of the 2016-2017 School Year; and be it

**FURTHER RESOLVED**, that Student E.F. *shall not* be permitted to return to the school where the incident took place after the period of expulsion; and be it



**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law shall be made a part of Student E.F.'s permanent record; and be it

**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law on file with the School and the minutes of the School Reform Commission be adopted.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**SRC-2 (Updated 4.21.16)**

**Proposed Student Expulsion – Q. M.**

**RESOLVED**, that Student Q.M. shall be *temporarily expelled* from the School District of Philadelphia effective March 15, 2016 through the end of the 2015-2016 School Year; and be it

**FURTHER RESOLVED**, that Student Q.M. *shall not* be permitted to return to the school where the incident took place after the period of expulsion; and be it

**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law shall be made a part of Student Q.M.'s permanent record; and be it

**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law on file with the School and the minutes of the School Reform Commission be adopted.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**SRC-3**

**Proposed Student Expulsion – D. P.**

**RESOLVED**, that Student D.P. shall be *temporarily expelled* from the School District of Philadelphia effective February 3, 2016, through the end of the 2015-2016 School Year, and be it

**FURTHER RESOLVED**, that Student D.P. *shall not* be permitted to return to the school where the incident took place, and be it

**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law shall be made a part of Student D.P.'s permanent school record, and be it

**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law on file with the school and the minutes of the School Reform Commission be adopted.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**SRC-4**

**Proposed Student Expulsion – N. R.**

**RESOLVED**, that Student N.R. shall be *temporarily expelled* from the School District of Philadelphia effective February 3, 2016, through the end of the 2015-2016 School Year, and be it

**FURTHER RESOLVED**, that Student N.R. *shall not* be permitted to return to the school where the incident took place, and be it

**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law shall be made a part of Student N.R.'s permanent school record, and be it

**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law on file with the school and the minutes of the School Reform Commission be adopted.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**SRC-5 (Updated 4.21.16)**

**Proposed Student Expulsion – A. W.**

**RESOLVED**, that Student A.W. shall be *temporarily expelled* from the School District of Philadelphia effective March 15, 2016 through the end of the 2015-2016 School Year; and be it

**FURTHER RESOLVED**, that Student A.W. *shall not* be permitted to return to the school where the incident took place after the period of expulsion; and be it

**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law shall be made a part of Student A.W.'s permanent record; and be it

**FURTHER RESOLVED**, that the Findings of Fact and Conclusions of Law on file with the School and the minutes of the School Reform Commission be adopted.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**SRC-6**

**Application for Charter Renewal – Harambee Institute of Science and Technology Charter School**

WHEREAS, pursuant to the Charter School Law, 24 Pa. C.S.A. § 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 the predecessor in interest to HARAMBEE INSTITUTE OF SCIENCE AND TECHNOLOGY CHARTER SCHOOL (“Charter School”) to operate a charter school for a term of four (4) years commencing on September 1, 1997; and

WHEREAS, the School Reform Commission (“SRC”) renewed the Charter School’s Charter for five-year terms in 2001, 2006 and 2011; and

WHEREAS, the Charter School seeks 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 of the School District setting forth the agreed terms and conditions of renewal; and

WHEREAS, the Charter Schools Office staff have recommended to the SRC that the SRC renew the Charter School’s Charter based on the renewal report for the Charter School and on the terms and conditions of the Charter Agreement signed by the Charter School; and

WHEREAS, the SRC has reviewed the Charter School's request for renewal, the Charter Agreement, the information sought during the renewal process, and the renewal report for the Charter School; now be it

**RESOLVED**, that the Charter is RENEWED, subject to the terms and conditions agreed to by the Charter School as set forth below, for a five-year period commencing on July 1, 2016 and ending on June 30, 2021, 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 (the “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 relatives of trustees, officers and administrators of the Charter School comply with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act. The Board of Trustees shall adopt a Conflicts of Interest policy that complies with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act.
2. The Board of Trustees shall 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 of the Charter School shall meet at least once during each full month when the school is in session during the Term of this Charter.
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) 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, (iii) enrollment notification and/or lottery dates, if applicable, and (iv) communicating lottery results, if applicable, in a form and with provisions that are acceptable to the Charter Schools Office;

- (b) shall provide that the application will be available both on the Charter School's website and in hard copy at the school in English, Spanish, and any additional language the Charter School deems appropriate;
  - (c) shall provide students with information regarding enrollment paperwork requirements from the start of the admissions process;
  - (d) 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, if a lottery was required in such academic year.
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 this Charter and Applicable Laws, including without limitation the seventy-five percent (75%) certification requirement in accordance with the Charter School Law.
  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, along with each employee's complete timesheet records. The Board of Trustees shall submit a signed affidavit to the Charter Schools Office annually, pursuant to guidelines established by the Charter Schools Office, as evidence that the Charter School has complied with this requirement.
  7. The Board of Trustees shall ensure that required payments to the Public School Employees' Retirement System ("PSERS") are made timely for any PSERS enrolled employees. 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.
  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 Public Official and Employee Ethics Act and the Charter School Law to be completed annually.
  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 and shall remain posted for a minimum of one year from date of Board meeting.

and be it

FURTHER RESOLVED, that the Charter School has agreed to comply with certain conditions for renewal (the "Conditions for Renewal") based on the comprehensive renewal review as set forth below. 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. The Charter School shall submit a summary math performance improvement plan by August 31, 2016 that includes information regarding efforts to increase math performance over the charter term, including, but not limited, professional development opportunities, instructional shifts, and curricular changes and target dates of implementation.
2. To close the achievement gap between students with special needs and overall student performance, the Charter Schools Office suggests that the Charter School decrease the gap in Math and English Language Arts by 50 percent annually. However, at a minimum, the achievement gap shall be no more than 21 percentage points in math and 27 percentage points in English Language Arts by 2019-20.
3. The Charter School shall conduct an internal evaluation of the Charter School's special education program, particularly related to the pre-referral intervention system, inclusion model, and progress monitoring. Such evaluation and any updates the Charter School intends to make to its special education program shall be submitted to the Charter Schools Office by August 31, 2016. The Charter Schools Office may conduct a mid-charter term monitoring visits to assess program updates and compliance.

When the Bureau of Special Education next completes cyclical monitoring for the Charter School, an improvement plan for least restrictive environment shall not be required and less than 5% of sections in student files shall be found noncompliant in the areas of presence of essential student documents, evaluation/reevaluation process and content, IEP process and content, and procedural safeguards process and content.

4. The Board of Trustees of the Charter School acknowledges and agrees that on or before April 26, 2016, the Charter School submitted a revised admissions policy for the 2016-2017 school year to indicate that all applicants who submit an enrollment request/inquiry form and/or application are granted entry into the lottery without being required to attend an open house, submit additionally a lottery ballot/card or be present for the lottery.

The Board of Trustees of the Charter School acknowledges and agrees that on or before April 26, 2016, the Charter School submitted a 2016-17 enrollment packet confirming that: (i) all conditional enrollment language had been removed; and (ii) a home language survey and parent registration statement was included.

Any student, regardless of special education need, shall have a random chance of acceptance by submitting an enrollment request form and any mystery calls to the school shall confirm no deterrence regardless of need. If any problematic calls are made during the charter term, the District may refer such concerns to a regulatory or investigative agency for review.

5. The Board of Trustees of the Charter School acknowledges and agrees that on or before April 26, 2016, the Charter School submitted an updated Parent and Student Handbook that removed any language related to conditional enrollment or parent behavior jeopardizing student enrollment and included compliant suspension and expulsion due process rights aligned with Chapter 12 of the PA Public School Code.
6. By September 2016, the Board of Trustees shall ensure that the Board minutes posted on the school's website include voting on all matters outlined in Bylaws and minutes shall illustrate motions to approve and votes taken on the substance of all official actions. Furthermore, the Board of Trustees shall adopt any feedback received from the Charter Schools Office as part of the Annual Charter Evaluation.
7. The Board of Trustees shall engage an external, non-affiliated party to provide annual Board trainings throughout the charter term on topics including, but not limited to, Board governance, the Pennsylvania Charter School Law, public school finance, student discipline, and legal requirements for operating a charter school in Pennsylvania, including training on the required educational programs for students with special needs and English Language Learners.
8. The Board of Trustees shall ensure that the school maintains satisfactory short-term financial health and long-term financial sustainability during the charter term as measured by:
  - i) A current ratio greater than 1
  - ii) 30 or more average days cash on hand
  - iii) A positive fund balance
  - iv) A positive net position
  - v) A debt to asset ratio of less than 0.92

The Charter School Office will annually calculate these financial metrics using the school's financial audit. Upon request, the Charter School will provide the Charter Schools Office with financial updates in the form, including but not limited to, quarterly income statements, checking account balance statements, and/or statements of net position.

FURTHER RESOLVED, that the School District and the Charter School have acknowledged and agreed that the Charter School will enroll students only in grades K through 8 with a maximum of 525 students during the term of the Charter, unless the parties agree in writing to other terms. Under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth herein nor enroll students in different grades including Kindergarten, without SRC approval by resolution. Regardless of the provisions above, at no point shall the Charter School enroll, under this Charter or using any funds provided based on student enrollment at the Charter School, students in pre-K or preschool programs.

FURTHER RESOLVED, that the Charter School has agreed to the following provisions related to the School District's performance framework and monitoring system for charter schools:

1. The Charter School agrees to participate in the School District's charter school performance framework and monitoring system. 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.
2. The Charter School agrees to provide the School District with records necessary to properly assess the academic success, organizational viability and compliance, and financial health and sustainability of the Charter School under the charter school performance framework, pursuant to Charter Schools Office procedures.
3. The Charter School agrees to submit to or grant permission for release to the School District all student level data required for assessment of academic performance as part of the charter school performance framework.
4. For each year during the Term of this Charter, the Charter School shall achieve academic success which is minimally defined as meeting or exceeding the average proficiency of the School District-operated schools, charter schools, and peer group schools in math, reading/ELA and science on the PSSA or relevant Keystone exam for the same grade band, showing evidence of

improved student proficiency over the charter term (an increasing trend), meeting or exceeding the statewide growth indicator on the Average Growth Index (“AGI”) growth measure consistent with the Pennsylvania Department of Education's definitions, and if serving high school grades, having graduation rates that meet or exceed the average rates for School District-operated schools, charter schools, and peer group schools and show evidence of improvement over the charter Term (an increasing trend).

5. For each year during the Term of the Charter, the Charter School shall achieve a ranking in the top two levels of the School District’s academic accountability performance system. If the Charter School achieves a ranking in the bottom two levels on the School District’s academic accountability performance system for charter schools during any year of the Term of the Charter, the School District may require that the Charter School meet certain specific student achievement targets and participate in ongoing progress monitoring.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Simms, Ms. Neff – 4

Nays: 0

Abstention: Ms. Jimenez – 1

**SRC-7 (Tabled – No Action Taken)**

**Application for Charter Renewal – John B. Stetson Charter School; ASPIRA, Inc. of Pennsylvania**

*\*Resolutions SRC-8 through SRC-10 were withdrawn by staff, as there is not a signed Charter Agreement.*

**SRC-8 (Withdrawn by Staff – No Action Taken)**

**Application for Charter Renewal – Mastery Charter School Clymer Elementary**

**SRC-9 (Withdrawn by Staff – No Action Taken)**

**Application for Charter Renewal – Mastery Charter School Shoemaker Campus**

**SRC-10 (Withdrawn by Staff – No Action Taken)**

**Application for Charter Renewal – Mastery Charter School Simon Gratz Campus**

*\*Resolutions SRC-11 through SRC-13 were withdrawn by Chair Neff. Commissioner Houstoun stated that due to the level of noncompliance, she would be voting no on ASPIRA resolutions (SRC-7 and SRC-11).*

**SRC-11 (Withdrawn by SRC Chair – No Action Taken)**

**Application for Charter Renewal – Olney Charter High School**

**SRC-12 (Withdrawn by SRC Chair – No Action Taken)**

**Application for Charter Renewal – Universal Audenried Promise Neighborhood Partnership Charter School**

**SRC-13 (Withdrawn by SRC Chair – No Action Taken)**

**Application for Charter Renewal – Universal Vare Promise Neighborhood Partnership Charter School**

**SRC-14**

**Application for Charter Renewal – YouthBuild Philadelphia Charter School**

WHEREAS, pursuant to the Charter School Law, 24 Pa. C.S.A. § 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 the predecessor in interest to YOUTHBUILD PHILADELPHIA CHARTER SCHOOL (“Charter School”) to operate a charter school for a term of four (4) years commencing on September 1, 1997; and

WHEREAS, the School Reform Commission (“SRC”) renewed the Charter School’s Charter for five-year terms in 2001, 2006 and 2011; and

WHEREAS, the Charter School seeks 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 of the School District setting forth the agreed terms and conditions of renewal; and

WHEREAS, the Charter Schools Office staff have recommended to the SRC that the SRC renew the Charter School’s Charter based on the renewal report for the Charter School and on the terms and conditions of the Charter Agreement signed by the Charter School; and

WHEREAS, the SRC has reviewed the Charter School's request for renewal, the Charter Agreement, the information sought during the renewal process, and the renewal report for the Charter School; now be it

RESOLVED, that the Charter is RENEWED, subject to the terms and conditions agreed to by the Charter School as set forth below, for a five-year period commencing on July 1, 2016 and ending on June 30, 2021, 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 (the "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.

10. The Board of Trustees shall ensure that all trustees, officers, administrators, and relatives of trustees, officers and administrators of the Charter School comply with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act. The Board of Trustees shall adopt a Conflicts of Interest policy that complies with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act.
11. 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.
12. 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) 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, (iii) enrollment notification and/or lottery dates, if applicable, and (iv) communicating lottery results, if applicable, in a form and with provisions that are acceptable to the Charter Schools Office;
  - (b) shall provide that the application will be available both on the Charter School's website and in hard copy at the school in English, Spanish, and any additional language the Charter School deems appropriate;
  - (c) shall provide students with information regarding enrollment paperwork requirements from the start of the admissions process;
  - (d) 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, if a lottery was required in such academic year.
13. 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 this Charter and Applicable Laws, including without limitation the seventy-five percent (75%) certification requirement in accordance with the Charter School Law.
14. 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, along with each employee's complete timesheet records. The Board of Trustees shall submit a signed affidavit to the Charter Schools Office annually, pursuant to guidelines established by the Charter Schools Office, as evidence that the Charter School has complied with this requirement.
15. The Board of Trustees shall ensure that required payments to the Public School Employees' Retirement System ("PSERS") are made timely for any PSERS enrolled employees. 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.
16. 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 Public Official and Employee Ethics Act and the Charter School Law to be completed annually.
17. 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 and shall remain posted for a minimum of one year from date of Board meeting.

and be it

FURTHER RESOLVED, that the School District and the Charter School have acknowledged and agreed that the Charter School will enroll students only in grade 12 with a maximum of 400 students during the term of the Charter, unless the parties agree in writing to other terms. Under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth herein nor enroll students in different grades including Kindergarten, without SRC approval by resolution. Regardless of the

provisions above, at no point shall the Charter School enroll, under this Charter or using any funds provided based on student enrollment at the Charter School, students in pre-K or preschool programs.

FURTHER RESOLVED, that the Charter School has agreed to the following provisions related to the School District's performance framework and monitoring system for charter schools:

1. The Charter School agrees to participate in the School District's charter school performance framework and monitoring system. 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.
2. The Charter School agrees to provide the School District with records necessary to properly assess the academic success, organizational viability and compliance, and financial health and sustainability of the Charter School under the charter school performance framework, pursuant to Charter Schools Office procedures.
3. The Charter School agrees to submit to or grant permission for release to the School District all student level data required for assessment of academic performance as part of the charter school performance framework.
4. For each year during the Term of the Charter, the Charter School shall meet the performance floors outlined in the Charter, and by the end of the next charter term, the Charter School shall seek to meet or exceed the performance targets outlined in the Charter for each metric.
5. For each year during the Term of the Charter, the Charter School shall demonstrate progress towards meeting its performance targets as outlined in the Charter. If the Charter School fails to achieve performance at a level at or above the performance floor specified in the Charter for a majority of academic program metrics in any year of the Charter, the School District may require that the Charter School meet certain specific student achievement targets and participate in ongoing progress monitoring;

and be it

FURTHER RESOLVED, that any requests for amendment to the Charter not addressed in this resolution are deemed denied.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

#### **SRC-15**

#### **Renaissance Schools Initiative: Renaissance Charter School – Global Leadership Academy Charter School Southwest at Huey**

WHEREAS, in January, 2010, the School Reform Commission ("SRC") adopted the Renaissance Schools Initiative Policy, which authorized the SRC to grant Renaissance charters as part of the Renaissance Schools Initiative of the School District of Philadelphia ("School District"); and

WHEREAS, the purpose of the Renaissance Schools Initiative is to dramatically improve the learning environment in underperforming School District schools to create highly effective schools that provide exceptional opportunities for student academic achievement and preparedness for success in college and the workforce; and

WHEREAS, for charter schools participating in the Renaissance Schools Initiative, in order to adhere to the mission of the Renaissance Schools Initiative and to maintain high levels of accountability, academic requirements could exceed performance targets for non-Renaissance charter schools; and

WHEREAS, pursuant to the Renaissance Schools Initiative Policy the School District conducted a competitive solicitation process to qualify and select teams ("Turnaround Teams") to turn around certain School District schools identified as Renaissance Schools; and

WHEREAS, Samuel B. Huey Elementary School ("Huey School") had been identified as a Renaissance School, a School District school which needs fundamental change through the Renaissance Schools Initiative to facilitate a transformation of the learning environment; and

WHEREAS, the competitive solicitation process included a review of the responses of Turnaround Teams to the Request for Qualifications, RFQ No. 152, Renaissance Charter Schools Initiative – Huey ("RFQ 152"); and

WHEREAS, the SRC approved the matching of Global Leadership Academy with the Huey School by Resolution No. A-16, approved January 21, 2016 ("A-16"); and

WHEREAS, after the SRC approved A-16, pursuant to RFQ 152, Global Leadership Academy submitted to the School District's Charter Schools Office a Renaissance Charter Application for Global Leadership Academy Charter



School Southwest at Huey ("Charter School") to operate a charter school at the Huey School and to use the Huey School's facilities and grounds under a license agreement; and

WHEREAS, the Charter School has agreed to certain terms and conditions in its response to RFQ 152 and in the Renaissance Charter Application and has submitted to the Charter Schools Office a charter agreement signed by the Charter School in a form satisfactory to the Charter Schools Office ("Charter Agreement") setting forth the agreed terms and conditions; and

WHEREAS, the Charter Schools Office with the assistance of School District staff, reviewed the Charter School's Renaissance Charter Application, the Charter Agreement and related materials and have recommended that the SRC approve the Renaissance Charter Application and grant a Charter with conditions to the Charter School; now be it

RESOLVED, that the School Reform Commission ("SRC") hereby approves the Renaissance Charter Application of and grants a Charter to "Global Leadership Academy Charter School Southwest at Huey" ("Charter School") to operate a public charter school at Samuel B. Huey Elementary School for the five-year period beginning July 1, 2016 and ending June 30, 2021 effective upon the full execution of the Charter Agreement by the Chair of the SRC and by the Chair of the Board of Trustees of the Charter School or by another member of the Board or the Chief Executive Officer duly designated by the Board; and be it

FURTHER RESOLVED, that the School District and the Charter School acknowledge and agree that the Charter School will enroll students only in grades K through 8 with a maximum 600 students during the term of the Charter and any renewal thereof, unless the parties agree in writing to other terms. Under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth herein nor enroll students in different grades including Kindergarten, without SRC approval by resolution. Regardless of the provisions above, at no point shall the Charter School enroll, under this Charter or using any funds provided based on student enrollment at the Charter School, students in pre-K or preschool; and be it

FURTHER RESOLVED, that the School District and the Charter School acknowledge and agree that if the Charter School during the 2016-17 and 2017-18 school years maintains a wait list, has compliant admissions, enrollment, and student discipline policies and practices as determined by an annual charter evaluation, and achieves the growth standards set forth in the Charter, the Charter School may enroll 650 students in grades K through 8 during the 2018-19 school year through 2020-2021 school year and for any renewal of the Charter, unless the parties agree in writing to other terms. Under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth herein nor enroll students in different grades including Kindergarten, without SRC approval by resolution. Regardless of the provisions above, at no point shall the Charter School enroll, under this Charter or using any funds provided based on student enrollment at the Charter School, students in pre-K or preschool programs; and be it

FURTHER RESOLVED, that the School District and the Charter School acknowledge and agree that if the Charter School during the 2016-17, 2017-18, 2018-19 and 2019-20 school years maintains a wait list, has compliant admissions, enrollment, and student discipline policies and practices as determined by an annual charter evaluation, and achieves the growth standards set forth in the Charter, the Charter School may enroll 700 students in grades K through 8 during the 2020-2021 school year and for any renewal of the Charter, unless the parties agree in writing to other terms. Under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth herein nor enroll students in different grades including Kindergarten, without SRC approval by resolution. Regardless of the provisions above, at no point shall the Charter School enroll, under this Charter or using any funds provided based on student enrollment at the Charter School, students in pre-K or preschool programs; and be it

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

1. The percentage of first time entering students residing in the Attendance Zone and/or are siblings of presently enrolled students shall not fall below 75% during the Term of this Charter;
2. The Charter School's student code of conduct shall be updated to fully align with the School District's policy with revisions made to the causes for out-of-school suspension and expulsion. An updated code of conduct shall be submitted to the Charter Schools Office by September 1, 2016;
3. The Board of Trustees of the Charter School shall meet at least once during each full month when the school is in session during the Term of this Charter;

and be it

FURTHER RESOLVED, that the Charter School has agreed to the following provisions related to the School District's performance framework and monitoring system for charter schools:

1. The Charter School agrees to participate in the School District's charter school performance framework and monitoring system. 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.
2. The Charter School agrees to provide the School District with records necessary to properly assess the academic success, organizational viability and compliance, and financial health and sustainability of the Charter School under the charter school performance framework, pursuant to Charter Schools Office procedures.

3. The Charter School agrees to submit to or grant permission for release to the School District all student level data required for assessment of academic performance as part of the charter school performance framework; and be it

FURTHER RESOLVED, that the Charter School shall use Samuel B. Huey Elementary School’s current facilities and grounds pursuant to a license agreement, the terms of conditions of which, including without limitation, any license fees, shall be authorized by resolution by the SRC; and be it

FURTHER RESOLVED, that the Charter granted herein will not take effect until the written Charter has been signed and delivered by both the Chair of the SRC and the Chair of the Charter School’s Board of Trustees, or another duly designated member of the Board.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms – 4

Nays: Ms. Neff – 1

Chair Neff clarified that she does not think that new Renaissance Charter should be approved, based on finances alone.

**SRC-16**

**Renaissance Schools Initiative: Renaissance Charter School – Great Oaks Charter School at Cooke**

WHEREAS, in January, 2010, the School Reform Commission ("SRC") adopted the Renaissance Schools Initiative Policy, which authorized the SRC to grant Renaissance charters as part of the Renaissance Schools Initiative of the School District of Philadelphia ("School District"); and

WHEREAS, the purpose of the Renaissance Schools Initiative is to dramatically improve the learning environment in underperforming School District schools to create highly effective schools that provide exceptional opportunities for student academic achievement and preparedness for success in college and the workforce; and

WHEREAS, for charter schools participating in the Renaissance Schools Initiative, in order to adhere to the mission of the Renaissance Schools Initiative and to maintain high levels of accountability, academic requirements could exceed performance targets for non-Renaissance charter schools; and

WHEREAS, pursuant to the Renaissance Schools Initiative Policy the School District conducted a competitive solicitation process to qualify and select teams ("Turnaround Teams") to turn around certain School District schools identified as Renaissance Schools; and

WHEREAS, Jay Cooke Elementary School ("Cooke School") had been identified as a Renaissance School, a School District school which needs fundamental change through the Renaissance Schools Initiative to facilitate a transformation of the learning environment; and

WHEREAS, the competitive solicitation process included a review of the responses of Turnaround Teams to the Request for Qualifications, RFQ No. 151, Renaissance Charter Schools Initiative – Cooke ("RFQ 151"); and

WHEREAS, the SRC approved the matching of Great Oaks Foundation with the Cooke School by Resolution No. A-15, approved January 21, 2016 ("A-15"); and

WHEREAS, after the SRC approved A-15, pursuant to RFQ 151, Great Oaks Foundation submitted to the School District’s Charter Schools Office a Renaissance Charter Application for Great Oaks Charter School at Cooke ("Charter School") to operate a charter school at the Cooke School and to use the Cooke School’s facilities and grounds under a license agreement; and

WHEREAS, the Charter Schools Office with the assistance of School District staff, reviewed the Charter School’s Renaissance Charter Application, the Charter Agreement and related materials and have recommended that the SRC approve the Renaissance Charter Application and grant a Charter with conditions, provided the Charter School submits a signed charter agreement satisfactory to the Charter Schools Office by May 18, 2016; now be it

RESOLVED, that the School Reform Commission ("SRC") hereby approves the Renaissance Charter Application of "Great Oaks Charter School at Cooke " ("Charter School") to operate a public charter school at Jay Cooke Elementary School for the five-year period beginning July 1, 2016 and ending June 30, 2021, provided that the Charter School submits a signed charter agreement in a form acceptable to the Charter Schools Office no later than May 18, 2016; and be it

FURTHER RESOLVED, that the charter agreement shall contain the following terms and conditions:

1. The Charter School shall be authorized to enroll students only in grades K through 8 with a total maximum as per the table below during the term of the Charter and any renewal thereof, unless the parties agree in writing to other terms:

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Maximum Enrollment	530	548	577	600	600

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 including Kindergarten, without SRC approval by resolution. Regardless of the provisions above, at no point shall the Charter School enroll, under this Charter or using any funds provided based on student enrollment at the Charter School, students in pre-K or preschool.

2. The percentage of first time entering students residing in the Attendance Zone and/or are siblings of presently enrolled students shall not fall below 75% during the Term of this Charter.
3. The Charter School's student code of conduct shall be updated to fully align with the School District's policy with revisions made to the causes for out-of-school suspension and expulsion. An updated code of conduct shall be submitted to the Charter Schools Office by September 1, 2016.
4. The Board of Trustees of the Charter School shall meet at least once during each full month when the school is in session during the Term of this Charter.
5. The Charter School agrees to participate in the School District's charter school performance framework and monitoring system. 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.
6. The Charter School agrees to provide the School District with records necessary to properly assess the academic success, organizational viability and compliance, and financial health and sustainability of the Charter School under the charter school performance framework, pursuant to Charter Schools Office procedures.
7. The Charter School agrees to submit to or grant permission for release to the School District all student level data required for assessment of academic performance as part of the charter school performance framework;

and be it

FURTHER RESOLVED, that the Charter School shall use Jay Cooke Elementary School's current facilities and grounds pursuant to a license agreement, the terms of conditions of which, including without limitation, any license fees, shall be authorized by resolution by the SRC; and be it

FURTHER RESOLVED, that the SRC hereby delegates authority to determine compliance with the requirements of this Resolution to the Chief of Staff of the SRC. Failure of the Charter School to submit a signed charter agreement in the form acceptable to the Charter Schools Office by May 18, 2016, or by the end of any extension period granted by the SRC Chief of Staff, shall void this Resolution and shall cause the SRC to re-vote on the Renaissance Charter Application within thirty (30) days after May 18, 2016, or the expiration of any extension period, whichever is later. Notice of voiding this Resolution for failure to submit a signed charter agreement in the form acceptable to the Charter Schools Office shall be issued to the Board by the Chair of the SRC.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms – 4

Nays: Ms. Neff – 1

#### **SRC-17**

##### **Renaissance Schools Initiative: Renaissance Charter School – John Wister Mastery Charter School**

WHEREAS, in January, 2010, the School Reform Commission ("SRC") adopted the Renaissance Schools Initiative Policy, which authorized the SRC to grant Renaissance charters as part of the Renaissance Schools Initiative of the School District of Philadelphia ("School District"); and

WHEREAS, the purpose of the Renaissance Schools Initiative is to dramatically improve the learning environment in underperforming School District schools to create highly effective schools that provide exceptional opportunities for student academic achievement and preparedness for success in college and the workforce; and

WHEREAS, for charter schools participating in the Renaissance Schools Initiative, in order to adhere to the mission of the Renaissance Schools Initiative and to maintain high levels of accountability, academic requirements could exceed performance targets for non-Renaissance charter schools; and

WHEREAS, pursuant to the Renaissance Schools Initiative Policy the School District conducted a competitive solicitation process to qualify and select teams ("Turnaround Teams") to turn around certain School District schools identified as Renaissance Schools; and

WHEREAS, John Wister Elementary School ("Wister School") had been identified as a Renaissance School, a School District school which needs fundamental change through the Renaissance Schools Initiative to facilitate a transformation of the learning environment; and

WHEREAS, the competitive solicitation process included a review of the responses of Turnaround Teams to the Request for Qualifications, RFQ No. 153, Renaissance Charter Schools Initiative – Wister ("RFQ 153"); and

WHEREAS, the SRC approved the matching of Mastery Charter Schools with the Wister School by Resolution No. SRC-6, approved January 21, 2016 ("SRC-6"); and

WHEREAS, after the SRC approved SRC-6, pursuant to RFQ 153, Mastery Charter Schools submitted to the School District's Charter Schools Office a Renaissance Charter Application for John Wister Mastery Charter School ("Charter School") to operate a charter school at the Wister School and to use the Wister School's facilities and grounds under a license agreement; and

WHEREAS, the Charter Schools Office with the assistance of School District staff, reviewed the Charter School's Renaissance Charter Application, the Charter Agreement and related materials and have recommended that the SRC approve the Renaissance Charter Application and grant a Charter with conditions, provided the Charter School submits a signed charter agreement satisfactory to the Charter Schools Office by May 18, 2016; now be it

RESOLVED, that the School Reform Commission ("SRC") hereby approves the Renaissance Charter Application of "John Wister Charter School" ("Charter School") to operate a public charter school at John Wister Elementary School for the five-year period beginning July 1, 2016 and ending June 30, 2021, provided that the Charter School submits a signed charter agreement in a form acceptable to the Charter Schools Office no later than May 18, 2016; and be it

FURTHER RESOLVED, that the charter agreement shall contain the following terms and conditions:

1. The Charter School will enroll students only in grades K through 5 with a total maximum of 516 students during the term of the Charter and any renewal thereof, unless the parties agree in writing to other term. 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 including Kindergarten, without SRC approval by resolution. Regardless of the provisions above, at no point shall the Charter School enroll, under this Charter or using any funds provided based on student enrollment at the Charter School, students in pre-K or preschool.

2. The percentage of first time entering students residing in the Attendance Zone and/or are siblings of presently enrolled students shall not fall below 75% during the Term of this Charter.

3. The Charter School's student code of conduct shall be updated to fully align with the School District's policy with revisions made to the causes for out-of-school suspension and expulsion. An updated code of conduct shall be submitted to the Charter Schools Office by September 1, 2016.

4. The Board of Trustees of the Charter School shall meet at least once during each full month when the school is in session during the Term of this Charter.

5. The Charter School agrees to participate in the School District's charter school performance framework and monitoring system. 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.

6. The Charter School agrees to provide the School District with records necessary to properly assess the academic success, organizational viability and compliance, and financial health and sustainability of the Charter School under the charter school performance framework, pursuant to Charter Schools Office procedures.

7. The Charter School agrees to submit to or grant permission for release to the School District all student level data required for assessment of academic performance as part of the charter school performance framework;

and be it

FURTHER RESOLVED, that the Charter School shall use John Wister Elementary School's current facilities and grounds pursuant to a license agreement, the terms of conditions of which, including without limitation, any license fees, shall be authorized by resolution by the SRC; and be it

FURTHER RESOLVED, that the SRC hereby delegates authority to determine compliance with the requirements of this Resolution to the Chief of Staff of the SRC. Failure of the Charter School to submit a signed charter agreement in the form acceptable to the Charter Schools Office by May 18, 2016, or by the end of any extension period granted by the SRC Chief of Staff, shall void this Resolution and shall cause the SRC to re-vote on the Renaissance Charter Application within thirty (30) days after May 18, 2016, or the expiration of any extension period, whichever is later. Notice of voiding this Resolution for failure to submit a signed charter agreement in the form acceptable to the Charter Schools Office shall be issued to the Board by the Chair of the SRC.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Simms – 3

Nays: Ms. Neff – 1

Abstention: Ms. Jimenez – 1

**II. EDUCATION SUPPORT SERVICES**

**Human Resources**

**A-1**

**General/Categorical Funds: Approves Personnel, Terminations**

RESOLVED, that the School Reform Commission hereby ratifies the appointment of the following persons to the positions, on the effective dates through **March 31, 2016** and at the salaries respectively noted, as recommended by the Superintendent, provided that: (a) continued employment of persons appointed to positions funded by categorical grants is contingent upon the availability of grant funds; and (b) persons appointed to positions funded by operating funds, shall report to either the Superintendent or his/her designees, and shall serve at the pleasure of the School Reform Commission.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-2**

**Categorical Grant Fund: \$99,000 Contract with Relay Graduate School of Education – National Principals Academy Fellowship**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to execute, deliver and perform a contract with Relay Graduate School of Education, for two Assistant Superintendents and six principals to participate in the National Principals Fellowship Program, for an amount not to exceed \$99,000, for the period commencing April 29, 2016 through June 30, 2017.

*Description:* Relay GSE has developed the National Principals Academy Fellowship (NAPF), a comprehensive program for school leaders. The School District of Philadelphia has identified a targeted group of 2 Assistant Superintendents and 6 principals to participate in NAPF. The recommended principals hold full-time school leadership positions. The National Principals Academy Fellowship is a 12-credit course focused on instructional and cultural school leadership. The program begins in July 2016 with a 10-day summer intensive in Philadelphia (July 11-22, 2016). Sessions during the summer intensive program will focus on the levers of instructional and cultural leadership, with a foundation of strong instructional pedagogy and content. During the 2016-2017 school year, there will be 4 weekend intersessions to spiral content, support implementation challenges and introduce new content.

ABC Code/Funding Source	\$99,000.00
334X-G55-9400-2272-3291 Title II A	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**Operations**

**A-3**

**Capital Fund: \$1,363,739 Capital Awards**

RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, through the Superintendent, or his designee, to execute, deliver, and perform contracts with the lowest responsible bidders identified in the attachment at an aggregate cost of \$1,363,739.00.

*Description:*

Spec: B-005 C  
of 2015/16 General Contract - Facade Remediation  
Cook-Wissahickon Elementary School - 201 East Salagnac Street  
Premier Building Restoration - \$540,739.00  
Erdenheim, Pennsylvania 19038  
ABC Code: 8A15-065-6410-4600-4541-30  
Total Aggregate M/WBE Participation: 35.0%

This general contract covers the labor, material, and equipment necessary for the selective restoration of the building exterior at this location. The facade remediation work is required to repair and restore the exterior of the building.

The bid for the Cook-Wissahickon Elementary School project were publicly advertised on 1/29/16, 2/10/16, and 2/23/16 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 3/1/16. After review of the bids and a de-scoping meeting it was determined that Premier Building Restoration was the lowest responsible bidder with a bid of \$540,739.00.

The Facilities Condition Index (FCI) at this location is 19.52%. The School Progress Report (SPR) at this location is 44.

Spec: B-014 C  
of 2015/16 General Contract - Facade Restoration  
Francis Scott Key Elementary School - 2230 South 8th Street  
Schneider Restorations, Inc. (W) - \$823,000.00

Newtown, Pennsylvania 18940  
ABC Code: 8A15-065-2540-4600-4541-30  
Total Aggregate M/WBE Participation: 100.0%

This general contract covers the labor, material, and equipment necessary for the selective restoration of the building exterior at this location.

The bid for the Key Elementary School project were publicly advertised on 1/29/16, 2/10/16, and 2/23/16 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who submitted the lowest price and met the technical and construction specifications. Bids were publicly opened on 3/1/16. After review of the bids and a de-scoping meeting it was determined that Schneider Restorations, Inc. was the lowest responsible bidder with a bid of \$823,000.00.

The Facilities Condition Index (FCI) at this location is 43.41%. The School Progress Report (SPR) at this location is 56.

ABC Code/Funding Source	\$1,363,739.00
8A15-065-6410-4600-4541 Capital (\$540,739.00)	
8A15-065-6410-4600-4541 Capital (\$823,000.00)	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

#### **A-4**

#### **Authorization to Execute, Deliver and Perform a License Agreement and Purchase of Assets Agreement with The Trust for Public Land for Playground and Stormwater Improvements – John H. Taggart School**

RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, by and through the Superintendent or his designee to execute, deliver and perform a License Agreement with The Trust for Public Land ("TPL") for a nominal amount including the sharing of certain operating costs with the School District for the period April 29, 2016 through July 29, 2016 to enable TPL to make certain playground improvements ("Playground Improvements") and stormwater improvements ("Stormwater Improvements") (collectively, the Playground Improvements and the Stormwater Improvements shall be known as the "Improvements") in the school yard of the John H Taggart Elementary School ("Premises"); and be it

FURTHER RESOLVED, that the scope of the Improvements and the bonding and insurance requirements shall be subject to the approval of the School District's Office of Capital Programs, Department of Facilities and Operation, Office of General Counsel, and Office of Risk Management; and be it

FURTHER RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, by and through the Superintendent or his designee to execute, deliver and perform a Purchase of Assets Agreement with TPL to purchase the Playground Improvements from TPL at the end of the License Agreement for a Guaranteed Maximum Price not to exceed One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) pursuant to a Bill of Sale or other documents which will evidence the School District's ownership of such Playground Improvements upon the termination of the License Agreement; and be it

FURTHER RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, by and through the Superintendent or his designee to execute, deliver and perform such other documents necessary to further the intent of this Resolution.

*Description:* Pursuant to Resolution A-32, approved on June 19, 2014, The School District of Philadelphia has been working with The Trust for Public Land ("TPL") and the Philadelphia Water Department ("PWD") on a playground and stormwater improvement project ("Improvements") in the schoolyard of the John H. Taggart Elementary School ("Taggart"). The Improvements will include construction on approximately 0.60 acres of the Taggart site and includes full depth asphalt demolition and removal, stormwater management practice installation, the removal and installation of new fencing and gates, new artificial turf field, playground equipment and safety surfacing, and landscaping.

The School District will license the schoolyard at the Taggart School to TPL to construct the Improvements. Upon the completion of the Improvements, the School District shall purchase the completed Improvements using up to \$175,000 of School District Capital funds, and PWD shall provide \$113,000 in funding to TPL to pay for the stormwater improvements.

This project is aligned with the District's Action Plan strategy to cultivate and sustain partnerships at the system and school levels.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-5 (Combined under Resolution A-7)**

**A-6 (Updated 4.18.16)**

**Capital Fund: \$331,900 Capital Awards II – Contract with Lorenzon Brothers – Structural Repairs to Solis Cohen School**

RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, through the Superintendent, or his designee, to execute, deliver and perform contract B-054 C of 2015/16 with Lorenzon Brothers, the lowest responsible bidder, at a cost of \$331,900.00.

*Description:*

Spec: B-054 C General Contract - Structural  
of 2015/16 Shoring of B and F Wings  
Solomon Solis-Cohen Elementary  
School- 7001 Horrocks Street  
Lorenzon Brothers - \$331,900.00  
220 E. Springfield Ave.  
Philadelphia, Pennsylvania 19118

This general contract covers the labor, material, and equipment necessary for the structural shoring in crawl space areas below B and F wings to support deteriorated concrete floor structure at this location. The Facilities Condition Assessment (FCA) at this location is 42.54%. The School Progress Report (SPR) at this location is 19.

The bids for the Solomon Solis-Cohen Elementary School project were publicly advertised on 3/11/2016, 3/16/2016, and 3/18/2016 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 3/31/2016. After review of the bids and a de-scoping meeting it was determined that Lorenzon Brothers was the lowest responsible bidder with a bid of \$331,900.00.

ABC Code/Funding Source	\$331,900.00
8A15-065-8340-4200-4541 Capital	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-7 (Updated 4.27.16)**

**Capital Fund: \$11,234,395 Capital Awards III – Mechanical Plant Replacement – Horace Furness High School and Major HVAC Renovation – Martin Luther King High School/ Contracts with Various Vendors – Renovation of Auxiliary Building #3 – Samuel Gompers Elementary Schools**

RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, through the Superintendent, or his designee, to execute, deliver, and perform contracts with the lowest responsible bidders identified in the attachment at an aggregate cost of \$11,234,395.00.

*Description:*

Spec: B-007 C  
of 2015/16 Mechanical Contract - Mechanical Plant Replacement  
Horace Howard Furness High School - 1900 South 3rd Street  
Gem Mechanical Services, Inc. (W) - \$2,690,000.00  
Aston, Pennsylvania 19014  
ABC Code: \$164,000 - 8A15-065-2160-4695-4691-05

\$2,526,000 - 8XXX-065-2160-4695-4691-05

Total Aggregate M/WBE Participation: 100.0%

This mechanical contract covers the labor, material, and equipment necessary to perform major mechanical upgrades at this location.

The bids for the Horace Howard Furness High School project were publicly advertised on 4/1/2016, 4/6/2016, and 4/8/2016 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 4/19/2016. After review of the bids and a de-scoping meeting it was determined that Gem Mechanical Services, Inc. was the lowest responsible bidder with a bid of \$2,690,000.00.

The Facilities Condition Index (FCI) at this location is 50.86%. The School Progress Report (SPR) at this location is 29.

Spec: B-008 C  
of 2015/16 Electrical Contract - Mechanical Plant Replacement  
Horace Howard Furness High School - 1900 South 3rd Street  
Hyde Electric Corporation - \$417,315.00  
Philadelphia, Pennsylvania 19129  
ABC Code: \$24,000 - 8A15-065-2160-4695-4561-05  
\$393,315 - 8XXX-065-2160-4695-4561-05  
Total Aggregate M/WBE Participation: 15.0%

This electrical contract covers the labor, material, and equipment to necessary to perform the electrical work required to support the major mechanical upgrades at this location. The Facilities Condition Index (FCI) at this location is 50.86%. The School Progress Report (SPR) at this location is 29.

The bids for Horace Howard Furness High School project were publicly advertised on 4/1/2016, 4/6/2016, and 4/8/2016 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 4/19/2016. After review of the bids and a de-scoping meeting it was determined that Hyde Electric Corporation was the lowest responsible bidder with a bid of \$417,315.00.

The Facilities Condition Index (FCI) at this location is 50.86%. The School Progress Report (SPR) at this location is 29.

Spec: B-060 C  
of 2015/16 General Contract - Renovations to Auxiliary Building  
Samuel Gompers Elementary School - 5701 Wynnefield Avenue  
Smith Construction (W) - \$604,000.00  
Bensalem, Pennsylvania 19101  
ABC Code: \$99,000 - 8A15-065-4280-4600-4541-02  
\$505,000 - 8XXX-065-4280-4600-4541-02  
Total Aggregate M/WBE Participation: 100.0%

This general contract covers the labor, material, and equipment necessary for renovations to the auxiliary building at this location.

The bids for the Samuel Gompers Elementary School project were publicly advertised on 4/1/2016, 4/6/2016, and 4/8/2016 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 4/19/2016. After review of the bids and a de-scoping meeting it was determined that Smith Construction was the lowest responsible bidder with a bid of \$604,000.00.

The Facilities Condition Index (FCI) at this location is 80.11%. The School Progress Report (SPR) at this location is 28.

Spec: B-061 C  
of 2015/16 Mechanical Contract - Renovations to Auxiliary Building  
Samuel Gompers Elementary School - 5701 Wynnefield Avenue  
Herman Goldner Co., Inc. - \$158,800.00  
Philadelphia, Pennsylvania 19153-2698  
ABC Code: \$25,000 - 8A15-065-4280-4600-4591-05  
\$133,800 - 8XXX-065-4280-4600-4591-05  
Total Aggregate M/WBE Participation: 10.0%

This mechanical contract covers the labor, material, and equipment necessary for renovations to the auxiliary building at this location.

The bids for the Samuel Gompers Elementary School project were publicly advertised on 4/1/2016, 4/6/2016, and 4/8/2016 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 4/19/2016. After review of the bids and a de-scoping meeting it was determined that Herman Goldner Co., Inc. was the lowest responsible bidder with a bid of \$158,800.00.

The Facilities Condition Index (FCI) at this location is 80.11%. The School Progress Report (SPR) at this location is 28.

Spec: B-062 C  
of 2015/16 Plumbing Contract - Renovations to Auxiliary Building  
Samuel Gompers Elementary School - 5701 Wynnefield Avenue  
Herman Goldner Co., Inc. - \$72,600.00  
Philadelphia, Pennsylvania 19153-2698  
ABC Code: \$11,000 - 8A15-065-4280-4600-4551-09  
\$61,600 - 8XXX-065-4280-4600-4551-09  
Total Aggregate M/WBE Participation: 10.0%

This plumbing contract covers the labor, material, and equipment necessary for renovations to the auxiliary building at this location.

The bids for the Samuel Gompers project were publicly advertised on 4/1/2016, 4/6/2016, and 4/8/2016 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 4/19/2016. After review of the bids and a de-scoping meeting it was determined that Herman Goldner Co., Inc. was the lowest responsible bidder with a bid of \$72,600.00.

The Facilities Condition Index (FCI) at this location is 80.11%. The School Progress Report (SPR) at this location is 28.



Spec: B-063 C  
of 2015/16 Electrical Contract - Renovations to Auxiliary Building  
Samuel Gompers Elementary School - 5701 Wynnefield Avenue  
Mulhern Electric Company, Inc. - \$194,680.00  
Abington, Pennsylvania 19001  
ABC Code: \$31,000 - 8A15-065-4280-4600-4561-09  
\$163,680 - 8XXX-065-4280-4600-4561-09  
Total Aggregate M/WBE Participation: 35.0%

This electrical contract covers the labor, material, and equipment necessary for renovations to the auxiliary building at this location.

The bids for the Samuel Gompers Elementary School project were publicly advertised on 4/1/2016, 4/6/2016, and 4/8/2016 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 4/19/2016. After review of the bids and a de-scoping meeting it was determined that Mulhern Electric Company, Inc. was the lowest responsible bidder with a bid of \$194,680.00.

The Facilities Condition Index (FCI) at this location is 80.11%. The School Progress Report (SPR) at this location is 28.

Spec: B-096 C  
of 2014/15 Mechanical Contract - Major HVAC Renovation  
Martin Luther King High School - 6100 Stenton Avenue  
Herman Goldner Co., Inc. - \$6,532,000.00  
Philadelphia, Pennsylvania 19153-2698  
ABC Code: \$111,000 - 8A15-065-6060-4695-4591-05  
\$6,421,000 - 8A15-065-6060-4695-4591-05  
Total Aggregate M/WBE Participation: 38.3%

This mechanical contract covers the labor, material, and equipment necessary to perform major mechanical upgrades at this location.

The bids for the Martin Luther King High School project were publicly advertised on 4/1/2016, 4/6/2016, and 4/8/2016 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 4/19/2016. After review of the bids and a de-scoping meeting it was determined that Herman Goldner Co., Inc. was the lowest responsible bidder with a bid of \$6,532,000.00.

The Facilities Condition Index (FCI) at this location is 12.53%. The School Progress Report (SPR) at this location is 10.

Spec: B-097 C  
of 2014/15  
Electrical Contract - HVAC Major Renovation  
Martin Luther King High School - 6100 Stenton Avenue  
Mulhern Electric Company, Inc. - \$565,000.00  
Abington, Pennsylvania 19001  
ABC Code: \$10,000 - 8A15-065-6060-4695-4561-05  
\$555,000 - 8XXX-065-6060-4695-4561-05  
Total Aggregate M/WBE Participation: 35.0%

This electrical contract covers the labor, material, and equipment to necessary to perform the electrical work required to support the major mechanical upgrades at this location. The Facilities Condition Index (FCI) at this location is 12.53%. The School Progress Report (SPR) at this location is 10.

The bids for the Martin Luther King High School project were publicly advertised on 4/1/2016, 4/6/2016, and 4/8/2016 in several local newspapers and posted on the School District's Capital Programs Website. The award is recommended to the responsive and responsible bidder who met the technical and construction specifications. Bids were publicly opened on 4/19/2016. After review of the bids and a de-scoping meeting it was determined that Mulhern Electric Company, Inc. was the lowest responsible bidder with a bid of \$565,000.00.

The Facilities Condition Index (FCI) at this location is 12.53%. The School Progress Report (SPR) at this location is 10.

ABC Code/Funding Source	\$11,234,395.00
8A15-065-2160-4695-4691 Capital (\$188,000.00)	
8XXX-065-2160-4695-4691 Capital (\$2,919,315.00)	
8A15-065-4280-4600-4541 Capital (\$99,000.00)	
8XXX-065-4280-4600-4541 Capital (\$505,000.00)	
8A15-065-4280-4600-4591 Capital (\$25,000.00)	
8XXX-065-4280-4600-4591 Capital (\$133,800.00)	
8A15-065-4280-4600-4551 Capital (\$11,000.00)	
8A15-065-4280-4600-4551 Capital (\$0.00)	

8A15-065-4280-4600-4551 Capital (\$0.00)  
8XXX-065-4280-4600-4551 Capital (\$61,600.00)  
8A15-065-6060-4695-4591 Capital (\$111,000.00)  
8XXX-065-6060-4695-4591 Capital (\$6,421,000.00)  
8A15-065-4280-4600-4561 Capital (\$31,000.00)  
8XXX-065-4280-4600-4561 Capital (\$163,680.00)  
8A15-065-6060-4695-4561 Capital (\$10,000.00)  
8XXX-065-6060-4695-4561 Capital (\$555,000.00)

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-8 (Updated 4.25.16)**

**Donation: Acceptance of Donation from the Philadelphia Eagles – Playground Equipment at Hamilton Disston School**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee: (i) to accept with appreciation the donation of a playground valued at \$100,000 from the Philadelphia Eagles at the Hamilton Disston Elementary School; (ii) to execute, deliver and perform a Right of Entry and License and any other necessary documents with George Ely Associates, Inc. to install and supervise the installation of the playground equipment and play surface at the Disston Elementary School; (iii) to execute, deliver and perform a Right of Entry and License and any other necessary documents with FieldTurf to install and supervise the installation of a synthetic turf field at the Disston Elementary School; (iv) to execute, deliver and perform a Right of Entry and License and any other necessary documents with Playground Pros to implement stormwater management features and install fencing, signage, and shade structures at the Disston Elementary School; and (v) to execute, deliver, and perform other documents necessary to further the intent of this Resolution; and be it

FURTHER RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to execute, deliver and perform a contract with Philadelphia Mural Arts Advocates to install outdoor mural and tile mosaic tables at the Disston Elementary School, for an amount not to exceed \$75,000 for the period commencing April 29, 2016 through June 30, 2016.

*Description:* On May 18, 2016, The Philadelphia Eagles, plans to hold the annual the Philadelphia Eagles Day of Service at the Hamilton Disston Elementary School to build a new playground, an outdoor classroom, exterior murals and mosaic tile tables, and an approximately 3,750 sq. ft. synthetic turf field. Under the supervision of George Ely, Inc., teams of volunteers will complete the installation of non-technical play equipment, as well as painting projects.

Philadelphia Mural Arts Advocates (“Mural Arts”) has hired mural artists to work with the students at Disston to design the murals and mosaics. Mural Arts will supervise the installation and creation of the murals and mosaics by mural artists and volunteers.

ABC Code/Funding Source \$75,000.00  
8A15-065-8240-4200-3291 Capital

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-9 (Updated 4.27.16)**

**Authorization to File School Planning & Construction Forms (PlanCon) – Murrell Dobbins Major Renovation**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to submit to the Pennsylvania Department of Education for the purpose of determining school debt service subsidy entitlement its Public School Facilities Planning and Construction Workbook Forms, specifically Part A-Project Justification, Part B- Schematic Design and Part D-Project Accounting Based on Estimates. Copies are on file in the Office of Capital Programs.

*Description:* The adopted Capital Improvement Plan (CIP) for FY2105-2016 includes a major renovation project at the Murrell Dobbins Technical High School. This project will bring the building up to current educational standards for career and technical education (CTE). The scope includes: core academic spaces, administrative offices, support services spaces, along with replacement of major mechanical and electrical building systems.

The Facility Condition Index (FCI) at this location is 67.16%. The 2015-16 School Progress Report (SPR) at this location is 19.

The Pennsylvania Department of Education (PDE) provides reimbursement for a portion of major school construction costs through PlanCon (Planning and Construction Workbook). The guidelines for this funding require the School District to document and report the construction process at various intervals to the Commonwealth for sequential approvals.

PlanCon is an 11 step process. This PDE program offers the District an opportunity to apply for commonwealth reimbursement for construction and renovations, as authorized by the Pennsylvania School Code. A series of PlanCon forms, Part A through Part K are completed and submitted sequentially to PDE for approval. Each Part requires SRC approval prior to submission to PDE. A project is deemed eligible for reimbursement upon PDE approval of PlanCon Part G; however, reimbursement does begin until PDE has approved a Plancon Part H application. Approval of Part H –Project Financing and commits the commonwealth to reimbursement of a project. This project would be eligible for reimbursement under PDE guidelines.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

#### **A-10**

##### **Cafeteria Fund: \$75,000 Contract/Memorandum of Understanding with The City of Philadelphia, Department of Public Health – Food Safety Inspections**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to execute, deliver, and perform a contract or memorandum of understanding with the City of Philadelphia Department of Public Health to fund a portion of the salary and benefit cost of an Environmental Health Services Sanitarian to perform food safety inspections in all School District cafeteria locations, for an amount not to exceed \$75,000, for the period commencing July 1, 2016 through June 30, 2017.

*Description:* Purpose of resolution is to seek SRC approval to fund portion of an Environmental Health Services position from amongst existing City of Philadelphia Department of Public Health staff to perform additional food safety inspections within School District cafeterias as required by PDE and USDA regulations.

DPH personnel have historically completed an annual sanitary inspection in all school cafeterias as a professional courtesy to the District. PDE and USDA regulations, however, require a minimum of two inspections per year and the District has historically contracted with DPH to obtain these secondary inspections as required.

ABC Code/Funding Source	\$75,000.00
9001-029-9360-2495-6311 Cafeteria Fund	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

#### **A-11**

##### **Various Funds: \$200,000 Contract with BSN Sports – Athletic Supplies and Equipment**

RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, through the Superintendent or his designee, pursuant to the US Communities cooperative contract No. 10-JLH-001, to purchase athletic supplies and equipment from BSN Sports, for an amount not to exceed \$200,000, for the period commencing April 29, 2016 through June 30, 2017.

*Description:* This contract establishes a source for athletic supplies and equipment, including footballs, basketballs, baseball bats, helmets, and other items. Individual schools and Athletics will use this contract to replace equipment on an as-needed basis.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

#### **A-12 (Revised 4.15.16)**

##### **Various Funds: \$17,500,000 Contract Amendments with Apple, Inc., and Dell Marketing, LP – Computer and Computer Equipment**

RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, through the Superintendent or his designee, to execute, deliver and perform amendments of contracts originally entered into with Apple Inc. and Dell Marketing LP, for \$7,500,000, pursuant to Resolution A-8, approved by the School Reform Commission on August 22, 2013, for computers and computer equipment, and extended, pursuant to Resolution A-2, approved by the School Reform Commission on June 19, 2014, to increase the amount of the contracts by an additional \$6,500,000 to a total amount of \$14,000,000, and amended pursuant to Resolution A-5, approved by the School Reform Commission on February 19, 2015, to increase the amount of the contracts by an additional \$4,500,000 to a total amount of \$18,500,000, and extended pursuant to Resolution A-19, approved by the School Reform Commission on August 20, 2015, to increase the amount of the contracts by an additional \$15,000,000 to a total amount of \$33,500,000, by increasing the amount of the contracts by an additional \$17,500,000, for an amount not to exceed \$45,500,000, subject to funding, for the term commencing August 21, 2015 through August 20, 2016.

*Description:* This is an amendment of a contract that establishes a source for personal computing equipment. This equipment will be purchased for the instructional needs of the district as well as its various school-based technology initiatives. Items to be purchased include desktops, laptops, tablets, and mobile computing equipment, as well as

software and related accessories.

This amendment is necessary because the district recently announced its plan to purchase laptops for high school teachers and upgrade all high school computer labs. This increase will give the District the ability to make those purchases.

ABC Code/Funding Source	\$17,500,000.00
Various Schools and Offices FY16 (\$16,250,000.00)	
Various Schools and Offices FY17 (\$1,250,000.00)	

**A-13**

**Operating Budget: \$300,000 Contract with Labe Sales, Inc. – Boiler Feed Equipment**

RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, through the Superintendent or his designee, pursuant to blanket purchase agreements of supplies and/or a combination of supplies and services, for purchases costing \$25,000 or more, to purchase boiler feed equipment from Labe Sales Inc., for an amount not to exceed \$300,000, subject to funding, for the period commencing April 29, 2016 through April 30, 2018.

*Description:* This contract establishes a source for boiler feed equipment, including tanks, pumps, control panels, valves, and fittings.

This proposed award represents completion of the public solicitation under A16-59144, Boiler Feed Equipment, issued by Procurement on March 4, 2016. It was sent to five (5) vendors and several area assist agencies. Twelve (12) companies downloaded the solicitation and of those, three (3) vendors submitted proposals.

The vendors that submitted proposals were Blankin Equipment, J. Lorber Co., and Labe Sales, Inc.

ABC Code/Funding Source	\$300,000.00
1100-031-9270-2623-7582 FY16 (\$100,000.00)	
1100-031-9270-2623-7582 FY17 (\$150,000.00)	
1100-031-9270-2623-7582 FY18 (\$50,000.00)	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-14**

**Operating Budget: \$500,000 Contracts with J. Lorber Company and Labe Sales, Inc. – Boiler Sections**

RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, through the Superintendent or his designee, pursuant to the blanket purchase agreement of supplies and/or a combination of supplies and services, for purchases costing \$25,000 or more, to purchase boiler sections from J. Lorber Co. and Labe Sales Inc., for an amount not to exceed \$500,000, subject to funding, for the period commencing from April 29, 2016 through April 30, 2018.

*Description:* This contract establishes a source for cast iron boiler parts and sections.

This proposed award represents completion of the public solicitation under A16-59203, Boiler Sections, issued by Procurement on February 9, 2016. The solicitation was sent to five (5) vendors as well as area assist agencies. Eleven (11) vendors downloaded the solicitation and of those, two (2) submitted proposals.

The vendors that submitted proposals were J. Lorber Co. and Labe Sales Inc.

ABC Code/Funding Source	\$500,000.00
1100-031-9270-2623-6143 FY16 (\$230,000.00)	
1100-031-9270-2623-6143 FY17 (\$50,000.00)	
1100-031-9270-2623-6143 FY18 (\$220,000.00)	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-15**

**Operating Budget: \$410,000 Contract with Dunbar Armored, Inc. – Money and Transpass Collection and Cash Management Services**

RESOLVED, that the School Reform Commission authorizes the School District of Philadelphia, through the Superintendent or his designee, pursuant to the requirements contract of supplies and/or a combination of supplies and services, for purchases costing \$25,000 or more, to execute, deliver and perform a contract with Dunbar Armored Inc., for money and transpass collection and cash management services, for an amount not to exceed \$410,000, subject to funding, for the period commencing July 1, 2016 through June 30, 2019.

*Description:* This contract establishes a source for armored car collection of both cash and transpasses, as well as

cash management services that include deposit bag processing and coin currency exchange. The district requires these services because of the 60,000 transpasses provided by Transportation Services and the cash generated from Food Services' snack sales at multiple school locations.

This proposed award represents completion of the public solicitation under RFP-477, Money Collection and Cash Management, issued by Procurement on November 20, 2015. The solicitation was sent to 14 vendors as well as area assist agencies. Twenty-four (24) vendors downloaded the solicitation and of those, one (1) vendor submitted a proposal.

The vendor that submitted a proposal was Dunbar Armored Inc.

ABC Code/Funding Source	\$410,000.00
1100-027-9590-2725-4131 FY17 (\$127,000.00)	
1100-027-9590-2725-4131 FY18 (\$126,000.00)	
1100-027-9590-2725-4131 FY19 (\$127,000.00)	
9001-029-9360-2495-6311 FY17 (\$10,000.00)	
9001-029-9360-2495-6311 FY18 (\$10,000.00)	
9001-029-9360-2495-6311 FY19 (\$10,000.00)	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-16**

**Various Funds: \$750,000 Contracts with Various Vendors – Classroom Furniture**

RESOLVED, that the School Reform Commission Resolved, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, pursuant to various cooperative contracts, to execute, deliver, and perform contracts with Adelphia Steel, Hertz Furniture, Nickerson, PEMCO, Reed Associates, School Specialty and Virco, to purchase classroom furniture, for an aggregate amount not to exceed \$750,000, subject to funding, for the period commencing April 29, 2016 through April 30, 2017.

*Description:* This contract establishes a source for classroom furniture for the 2016-2017 school year. In addition to regular furniture requests from schools, the district expects an increase in needs from schools that are growing a grade and/or adding sections of existing grades as a result of school program closures.

Furniture will be procured from the below listed companies using existing contracts to ensure competitive and best pricing.

Adelphia Steel: COSTARS  
Hertz Furniture: DGS Commercial Furniture Contract, KPN Cooperative Purchasing  
Nickerson: PEPPM, PA Commercial Contract 44009454, COSTARS 035-033  
PEMCO: PA State Contract 440000, NJPA, PEPPM, COSTARS, TIPS, TCPN  
Reed Associates: PA DGS 4400009434, PA DGS 4400009489, PA DGS 4400009472  
School Specialty: NJPA, TCPN  
Virco: US Communities

ABC Code/Funding Source	\$750,000.00
Various Schools and Offices FY16 (\$600,000.00)	
Various Schools and Offices FY17 (\$150,000.00)	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-17**

**Withdrawn by Staff 4.27.16**

**A-18**

**Withdrawn by Staff 4.27.16**

**Executive**

**A-19**

**Donation: \$250,000 Acceptance of Donation from Wells Fargo Foundation – Playgrounds at Ethel Allen Elementary School; License Agreement with George Ely**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee: (i) to accept with appreciation the generous donation from Wells Fargo of two new installed playgrounds, goal posts on the soccer field, new hoops on the basketball court, renovated garden space, benches, picnic tables, murals and painting projects at Ethel Allen Elementary School, valued at approximately \$250,000; (ii) to execute, deliver and perform a License and Right of Entry, and any other necessary documents with George Ely to install the playground equipment at Ethel Allen Elementary School; and (iii) to execute, deliver and perform such other documents necessary to further the intent of this Resolution. The installation and construction of

this playground equipment must be acceptable to the Department of Facilities and Operations, the Office of Capital Programs and the Office of General Counsel.

*Description:* Wells Fargo plans to host its third signature Day of Service for the School District of Philadelphia on Saturday, May 21, 2016 from 9 am to 4 pm. The location this year will be the Ethel Allen Elementary School, 3200 West Lehigh Ave in the Strawberry Mansion section of the city. The event will engage more than 500 Wells Fargo team members, 35 City Year Corp members, and over 50 Ethel Allen community members, in a range of projects and activities benefiting the school. These projects include building two playgrounds, renovations to the baseball field, the installation of soccer goal posts and new basketball hoops and the landscaping and revitalization of an outdoor garden, including the construction and addition of picnic tables and benches. In addition, murals will be painted on the interior and exterior of the school building, as well as the painting of certain rooms and stairwells. The entire planning and implementation of the Day of Service and the projects included are being coordinated by leadership from Wells Fargo, the Ethel Allen Elementary School, City Year of Greater Philadelphia and the Offices of Strategic Partnerships, Facilities and Capital Improvements.

ABC Code/Funding Source \$250,000.00

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

#### **A-20**

##### **Approval for a New School: Philadelphia Leadership Academy – North**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to open the Philadelphia Leadership Academy - North, a high school for grades 9 through 12 which shall open in the 2016-2017 school year; and be it

FURTHER RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to prepare, execute and file all documents necessary to obtain approval from the Pennsylvania Department of Education to establish the Philadelphia Leadership Academy - North commencing in the 2016-2017 school year.

*Description:* The School District of Philadelphia plans to officially establish Philadelphia Leadership Academy – North (PLA North) as a school, a change from its existing status as an academic program. Once established as a school, the District plans to maintain current policies regarding admissions and enrollment.

In the 2009-2010 school year, The School District of Philadelphia launched the Philadelphia Leadership Academies at 4224 N. Front St. (PLA North) and 4300 Westminster Ave (PLA South). The purpose of the Academies was to serve as intervention schools for students returning from court-sponsored placement, for students in need of an alternate setting that had received a referral through the Response to Instruction and Intervention process, for over-aged/under-credited students, and students seeking a personalized learning environment.

Due to the fact that PLA North is currently officially considered a program and not a school, current students must have their diplomas, transcripts, test scores, and other official records attributed to their neighborhood school, or to the School District of Philadelphia generally, instead of PLA North.

On July 30, 2015, Superintendent William Hite sent a letter to the Pennsylvania Department of Education (PDE) requesting that PDE officially designate the Academies as schools. In response, the Executive Deputy Secretary and the Director of the School Services Office of PDE recommended that the District submit a request for reconfiguration of the Academies for the 2016-2017 school year, and that based on the information that has been made available to PDE about the Academies, that it would appear that the state would be able to approve the request to designate the Academies as schools for the 2016-2017 school year.

Philadelphia Leadership Academy - North will be an intervention high school designed to serve students returning from court-sponsored placement, students referred to an alternate setting through the Response to Instruction and Intervention process, over-aged/under-credited students, and students seeking a personalized learning environment.

The School's mission states:

The Philadelphia Learning Academy North's mission is to create a personalized learning environment that encourages students to take advantage of academic and educational opportunities. In doing so, they will continue to stay in school, meet challenging state standards, develop academic, social, emotional, and behavioral competencies, and achieve their educational pursuits.

In addition to high-quality academic instruction in the core subject areas, Philadelphia Leadership Academy – North will provide counseling services, community service opportunities, and addiction prevention services for students.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-21**

**Approval for a New School: Philadelphia Leadership Academy – South**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to open the Philadelphia Leadership Academy - South, a high school for grades 9 through 12 which shall open in the 2016-2017 school year; and be it

FURTHER RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to prepare, execute and file all documents necessary to obtain approval from the Pennsylvania Department of Education to establish the Philadelphia Leadership Academy - South commencing in the 2016-2017 school year.

*Description:* The School District of Philadelphia plans to officially establish Philadelphia Leadership Academy – South (PLA South) as a school, a change from its existing status as an academic program. Once established as a school, the District plans to maintain current policies regarding admissions and enrollment.

In the 2009-2010 school year, The School District of Philadelphia launched the Philadelphia Leadership Academies at 4224 N. Front St. (PLA North) and 4300 Westminster Ave (PLA South). The purpose of the Academies was to serve as intervention schools for students returning from court-sponsored placement, for students in need of an alternate setting that had received a referral through the Response to Instruction and Intervention process, for over-aged/under-credited students, and for students seeking a personalized learning environment.

Due to the fact that PLA South is currently officially considered a program and not a school, current students must have their diplomas, transcripts, test scores, and other official records attributed to their neighborhood school, or to the School District of Philadelphia generally, instead of PLA South.

On July 30, 2015, Superintendent William Hite sent a letter to the Pennsylvania Department of Education (PDE) requesting that PDE officially designate the Academies as schools. In response, the Executive Deputy Secretary and the Director of the School Services Office of PDE recommended that the District submit a request for reconfiguration of the Academies for the 2016-2017 school year, and that based on the information that has been made available to PDE about the Academies, that it would appear that the state would be able to approve the request to designate the Academies as schools for the 2016-2017 school year.

Philadelphia Leadership Academy - South will be an intervention high school designed to serve students returning from court-sponsored placement, students referred to an alternate setting through the Response to Instruction and Intervention process, over-aged/under-credited students, and students seeking a personalized learning environment.

The School’s mission states:

The Philadelphia Learning Academy South’s mission is to create a personalized learning environment that encourages students to take advantage of academic and educational opportunities. In doing so, they will continue to stay in school, meet challenging state standards, develop academic, social, emotional, and behavioral competencies, and achieve their educational pursuits.

In addition to high-quality academic instruction in the core subject areas, Philadelphia Leadership Academy – South will provide counseling services, community service opportunities, and addiction prevention services for students.

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-22 (Updated 4.18.16)**

**Categorical/Grant Fund: \$60,000 Contract with Grand Isle Consulting**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to execute, deliver and perform a contract with Grand Isle Consulting, LLC, to conduct field research on autonomous school zones across the United States with the intention of applying the findings and best practices from these efforts in Philadelphia, and to perform other services that may be relevant to the goals, terms, and conditions outlined in the grant agreement with the Michael and Susan Dell Foundation, for an amount not to exceed \$60,000, for the period commencing April 29, 2016 through June 30, 2018.

*Description:* As outlined in Action Plan 3.0, The School District of Philadelphia seeks to offer the option of 100% autonomy to certain District-run schools, including a per-student funding allocation and charter-like flexibilities. To this end, the District is launching a planning effort to establish guidelines and criteria for these autonomous District-run schools, including where flexibility will be limited (eg: legal and contractual mandates), and by what criteria schools will qualify.

To support this planning process, the District will engage in a contract with Grand Isle Consulting, LLC to evaluate autonomous school zone efforts across the US with the intention of applying these findings to the implementation of an autonomous school network for The School District of Philadelphia.

The project will include research on the structural and contextual factors underpinning the autonomous school zone efforts in other cities, best practices and lessons learned in the support and monitoring of autonomous school zones, and the development of a roadmap for the implementation of a District run autonomous school zone in Philadelphia.

The cost for this project will be supported in full by a generous grant from Michael and Susan Dell Foundation, which was originally authorized by the SRC on June 18, 2015 (resolution A-63) and amended on November 19, 2015 (resolution A-19).

ABC Code/Funding Source \$60,000.00  
6MSX-G44-9020-239B-3291

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**A-23 (Updated 4.18.16)**

**Operating Budget: \$105,000 Contract with Growth River – Management Support Services**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to execute, deliver and perform a contract with Growth River for management support services, for an amount not to exceed \$105,000, for the period commencing April 29, 2016 through December 31, 2016.

*Description:* The School District of Philadelphia, as an institution, is experiencing many challenges. Action Plan 3.0, as did 1.0 and 2.0 before, outlines a clear vision for change and corresponding Anchor Goals. Since May 2015, Growth River has supported the development of a high performing executive team that will be fully accountable for achieving the District's strategic vision as stated in Action Plan 3.0.

The contract proposed through this resolution will allow district leadership to move into phase II of their work with Growth River, to create a shared culture of high-performance and accountability to Action Plan 3.0. Growth River will continue to provide intensive coaching, capability analysis, and relevant strategies for the District's team to adopt.

ABC Code/Funding Source \$105,000.00  
1100-051-9020-2361-3291 Operating FY16 (\$28,000.00)  
1100-051-9020-2361-3291 Operating FY17 (\$77,000.00)

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**Student Support Services**

**A-24**

**Categorical/Grant Fund: \$27,236.80 Contract with Temple University – Conflict Resolution Education for Teachers and Educators (CRETE)**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to execute, deliver and perform a contract with Temple University to provide the Conflict Resolution Education for Teachers and Educators (CRETE) program, for an amount not to exceed \$27,236.80, for the period commencing May 1, 2016 through June 30, 2016.

*Description:* The purpose of the CRETE program is to provide pre-service and in-service teachers with training to develop teachers' critical skills in conflict education and classroom management. CRETE is a training of trainers model. The proposed plan is to host a four-day training with the goal to train 30 elementary/middle school teachers and 30 high school teachers. The four-day training will be open to all SDP teachers and principals who register to attend. In addition, central office staff that already have taken the CRETE training will use this opportunity to become certified CRETE trainers. The cohort of trainers will lead and conduct future CRETE professional development thereby reducing our training and contractual reliance on Temple University's CRETE experts. Our goal is to ensure sufficient SDP certified trainers to train all SDP teachers.

ABC Code/Funding Source \$27,236.80  
334X-G58-9KP0-2272-3291 Title II (\$27,236.80)

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**Finance**

**A-25**

**Categorical/Grant Fund: \$10,000,000 Contracts with Catapult, Inc., CORA Services, Inc., Higher Instructional Services, Learn-It Systems, LLC., Elwyn, and A Plus Education, LLC., - Nonpublic School Program Services**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to execute, deliver and perform contracts separately with Catapult Inc., CORA Services Inc., Higher Instructional Services, Learn-It Systems LLC., Elwyn and A Plus Education LLC., to provide federal Title I and Title II instructional, professional development, parental involvement and related services to non-



public schools, as equitable share of The School District of Philadelphia’s Title I and Title II awards from the Commonwealth of Pennsylvania, for an aggregate amount not to exceed \$10,000,000, for the period commencing July 1, 2016 through June 30, 2017.

*Description:* Title IA of the Elementary and Secondary Education Act (ESEA), as amended by the “No Child Left Behind Act of 2001” (NCLB), provides Federal financial assistance to local educational agencies (LEAs) to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging academic standards. Accordingly, Title IA requires each participating LEA to provide Title I services to eligible non-public school children. These services must be equitable to those provided to public school children in each LEA. The target population is non-public school children identified as failing or most at risk of failing to meet challenging academic content and student academic achievement standards as adopted by each participating students’ non-public school, and who live in the City of Philadelphia and who are enrolled in participating non-public schools.

Title II, Part A provides assistance for preparing, training, recruiting, and retaining highly qualified teachers. The amount of funding available for services to private school personnel is governed by Section 9501(b)(3) of ESEA, which requires equitable participation of private school education personnel to the extent that the LEA uses its funds for professional development. The activities allowed under the law are summarized as follows: (1) Providing professional development activities that improve the knowledge of teachers, principals, and paraprofessionals; (2) Developing and implementing initiatives to promote retention of highly qualified teachers and principals, particularly within schools with a high percentage of low-achieving students, and initiatives, to improve the quality of teachers, principals, and superintendents; (3) Staff advancement initiatives that promote professional growth and emphasize multiple career and pay differentiation; and (4) Developing and implementing mechanisms and initiatives to assist in recruiting, hiring, and retaining highly qualified teachers for the purpose of reducing class sizes. Private schools can only participate in the first three activities above. In addition, the Commonwealth of Pennsylvania provides a yearly allotment to the School District of Philadelphia to provide Title II services to non-public school students in addition to the equitable share provision described above.

The School District of Philadelphia has typically provided Title I and Title II services to Philadelphia non-public school students through its teaching personnel. In many other large school districts, these services are outsourced to vendors. Given that the School District of Philadelphia’s cost structure is more expensive for most activities than the cost of vendors, the District was asked to issue an RFP to determine if vendors could provide qualified services at a lower cost. Given the District is required to provide a specific dollar amount of equitable share of services to non-public school students each year, a lower cost of service equates to more service to students than otherwise would be provided. The District issued a Request for Proposal (RFP #444) in the fall and winter of 2014 and 2015 to seek qualified vendors at competitive hourly rates for service. The RFP Review Committee comprised representatives of the School District of Philadelphia and representatives from non-public schools. Hourly rate quotes were requested and provided for instructional services, professional development, parental involvement, extended day, and summer programs. All vendor personnel must be state certified, Highly Qualified, and have all of the requisite background and health checks. In nearly all cases, the hourly rates of service proposed were less than the equivalent hourly rate of service cost incurred by the District. However, the hourly rate of service for extended day and summer program activities were less costly when provided by the District for all but one vendor. Many private schools only receive an equitable share allocation such that the only service received is for the District to pay their teachers to provide extended day learning opportunities. In addition, some schools have expressed a desire to retain District provided personnel. To allow schools the ability to maintain continuity of instruction and provide the greatest programming and cost options possible, the District is providing non-public schools a choice model. Six vendors are qualified to provide Title I and Title II services. In consultation with the District, non-public schools or associations of schools may choose vendors to provide those services, or retain existing District provided services. Therefore, it is not known at this time the dollar value of service each vendor will provide. The District seeks authorization to enter into contractual agreements with each proposer selected to provide services to non-public schools for an aggregate amount for the six vendors not to exceed \$10 million.

ABC Code/Funding Source	\$10,000,000.00
201X-G10-9610-1495-3291 Title I	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**General Counsel**

**A-26**

**Settlement of Federal Civil Action – Josue Ortega**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the General Counsel, to execute, deliver and perform a settlement agreement with Josue Ortega in the amount of \$160,000, payable in two payments – the first in the amount of \$80,000 within 60 days of approval by the School Reform Commission, the second in the amount of \$80,000 on or before July 31, 2016, in exchange for a general release of claims for damages for alleged federal civil rights violations and attorney’s fees and costs and dismissal of the federal civil action.

*Description:* Suit was filed in the United States District Court for the Eastern District of Pennsylvania, in 2014 by Josue Ortega, a former student, arising out of an alleged assault by a former assistant principal. Mr. Ortega claims that he suffered a concussion, which caused headaches, blurred vision, depression, light sensitivity, emotional harm and inability to work. Mr. Ortega seeks compensatory damages for civil rights violations, disability discrimination

and reasonable attorney's fees and costs. A related due process administrative proceeding seeking compensatory education for failure to implement a proper Section 504 Plan will also be dismissed and released.

ABC Code/Funding Source \$160,000.00  
1100-061-9370-2392-8211 Operating FY16 (\$80,000.00)  
1100-061-9370-2392-8211 Operating FY17 (\$80,000.00)

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**III. EDUCATION SERVICES**  
**Academic – Donations/Acceptances**  
**B-1**

**Donation: \$100,000 Acceptance of Donation from the Masterman Home and School Association**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee to accept with appreciation the donation of an amount not to exceed \$100,000 from the Masterman Home and School Association, to purchase books, materials and equipment at the Julia R. Masterman Laboratory and Demonstration School, for the period commencing April 29, 2016 through June 30, 2017.

*Description:* The resolution is to obtain authorization to accept a donation in the amount not to exceed \$100,000 from the Masterman Home and School Association to be used to support Masterman's instructional curriculum. The funds will be used to purchase textbooks, workbooks, teacher resource materials, instructional aides and technology for student and teacher use.

ABC Code/Funding Source \$100,000.00  
6X8X-G03-2140-1103-6000

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**B-2**  
**Categorical/Grant Fund: \$400,000 Grant Acceptance from the Pennsylvania Department of Education – Career and Technical Education Supplemental Equipment Grant**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to accept, if granted, a Pennsylvania Department of Education Career and Technical Education equipment grant, of up to \$400,000.00 to purchase state-of-the-art instructional equipment for Career and Technical Education Programs of Study, to prepare students to earn industry-recognized certifications and acquire career-readiness skills, for the period commencing April 29, 2016 through August 31, 2016.

*Description:* The School District of Philadelphia, with the necessary support of Occupational Advisory Committees (OAC) and post-secondary partners, applied to The Pennsylvania Department of Education (PDE) and has applied for funding to purchase state-of-the-art instructional equipment for Career and Technical Education (CTE) Programs of Study in the amount of \$400,000.00. This grant will improve CTE programming across the District. The equipment to be purchased will support student attainment of technical skills and the achievement of industry-standards-based certifications, thereby providing students with the tools necessary to become prepared for high-skill and high-wage occupations.

The CTE Programs of Study intended to be supported and enhanced through this equipment grant include but not limited to are: Pre-Engineering, Welding Technology, and Communications Technology. The specific equipment to be purchased will be chosen from the list below (but not limited to) and will be based on need and priority. As funds become available, selected purchases from the list of submitted equipment will be purchased in accordance with all District procurement policies.

Manufacturing Welding Technology: Strawberry Mansion H. S. (1) Amatrol Learning system

Pre-Engineering: Carver H. S. (1) Milling Machine & (1) Laser Engraver Zing

Communications Technology - Film & Video Production: Kensington CAPA H. S. (25) Apple Mac Pro Computers; Fels H. S. (25) Apple Mac Pro Computers

Communications Technology – Graphic Design: Dobbins H. S. (1) ProPrinter; Edison H. S. (1) ProPrinter; Northeast H.S. (1) ProPrinter; South Philadelphia H. S. (1) ProPrinter

ABC Code/Funding Source \$400,000.00

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**B-3 (Updated 4.18.16)**

**Gift: \$30,000 Ratification of Acceptance of Gift from The Edna G. Kynett Memorial Foundation/\$24,800 Ratification of Contract with Playworks – Socialized Recess Program at Edward Gideon School**

RESOLVED, that the School Reform Commission hereby ratifies the acceptance by The School District of Philadelphia, through the Superintendent, of a monetary gift of \$30,000 from The Edna G. Kynett Memorial Foundation, to promote children’s cardiovascular health, including the implementation of a socialized recess program at Edward Gideon School, for the period commencing June 15, 2015 through June 30, 2017, and be it

FURTHER RESOLVED, that the School Reform Commission hereby ratifies the execution, delivery, and performance by The School District of Philadelphia, through the Superintendent, of a contract with Playworks to implement a socialized recess program at Edward Gideon School for an amount not to exceed \$24,800 for the period commencing September 1, 2015 through June 30, 2016.

*Description:* On June 15, 2015, a \$30,000 donation from The Edna G. Kynett Memorial Foundation was accepted by the Edward Gideon school, without preapproval of acceptance by the School Reform Commission. The contribution was designated for the Playworks program only, and the grant period began September 1, 2015, and concluded on June 30, 2016. On March 1, 2016, The Edna G. Kynett Memorial Foundation extended the contribution to be designated to spending on children’s cardiovascular disease, including the socialized recess program from Playworks, and extended the grant period to June 30, 2017.

A socialized recess program provides opportunities for students at Edward Gideon School to grow physically, emotionally, and socially. Playworks has been positively impacting children’s health and well being by harnessing the power of play during recess and throughout the school day. The Playworks TeamUp program model establishes a framework for implementing a socialized recess program while also providing consultative trainings to school staff that will be primarily responsible for running this program at Edward Gideon School. Through this program, Edward Gideon School can establish a culture at recess where play is valued and can positively impact school climate.

ABC Code/Funding Source \$30,000.00  
6OLX-G02-4530-2265-3291

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**Academic – Payments/Contracts**

**B-4**

**Categorical/Grant Fund: \$11,400,000 Contract with Children’s Literacy Initiative – Early Literacy Specialists**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee, to execute, deliver and perform a contract with Children’s Literacy Initiative to identify, recruit and provide qualified Early Literacy Specialists to deliver early literacy professional development and related programming for eligible elementary schools that have participated in the District’s Early Literacy Summer Workshop Series, for an amount not to exceed \$11,400,000, for the period commencing July 1, 2016 through June 30, 2017.

*Description:* The purpose of this resolution is to seek authorization to contract with Children’s Literacy Initiative (CLI), a 501(c)(3) non-profit corporation, to recruit and hire up to 94 Early Literacy Specialists who will have the responsibility of working directly with the school leader and the teachers and instructional professionals serving preK through Grade 3 in designated schools to support and improve early literacy instruction. The 2016-17 school year will represent the second full school year of these supports, which have been designed to support the District’s overall work towards meeting Anchor Goal 2, ensuring all students are reading on grade level by age 8. Each of the designated schools will be staffed with one full-time Early Literacy Specialist (ELS). The ongoing content, structure and deployment of the ELSs’ work with schools will be managed through the Early Literacy Directors who report to the Deputy of Curriculum, Instruction and Assessment, with support and input from the Deputy of Early Learning as appropriate. The ELSs will provide direct training and professional development as well as job-embedded coaching with individual teachers to enhance teacher knowledge of early literacy content and practice. ELSs will also work with teachers, teacher teams and grade groups on a regular basis to track and measure the impact of early literacy professional development and inform future programming needs by generating and reviewing student progress data, including but not limited to AIMSweb and Developmental Reading Assessment results.

Required skills, knowledge and abilities of the ELSs include:

- Thorough knowledge of standards and current curriculum frameworks
- Thorough knowledge of literacy development
- Demonstrated ability to differentiate instructional practices for a full spectrum of learners
- Familiarity with academic coaching methodology and practices
- Ability to support training and analysis of early literacy assessments
- Clear and succinct written and verbal communication for targeted audiences
- Effective presentation skills in various settings, both formal and informal

The contract being proposed through this resolution will enable the continued placement of ELSs in the 40 schools who completed the 2015 Summer Early Literacy Summer Workshop Series (known as Cohort 1), as well as the additional 52 schools who will complete the 2016 Summer Early Literacy Summer Workshop Series (known as Cohort 2), plus 1-2 additional ELSs to provide coverage when any ELSs are absent and to provide additional support to larger schools. The remaining 59 District elementary schools will become the third and final cohort, and will receive ELS supports in the 2017-18 school year.

In order to be eligible to participate in the Early Literacy Summer Workshop Series and receive ELS support, schools had to apply and commit to ensuring that the school principals and at least 65% of their K-3 teachers would attend the entire weeklong Early Literacy Summer Workshop Series. For Cohort 1, 77 elementary schools submitted applications, and 40 were selected for participation in this first year, with priority given to the schools with large proportions of third graders scoring below grade level in reading on the PSSA. For Cohort 2, 62 elementary schools submitted applications, and available funding permitted the District to select 52 of those schools for participation in this second year.

ABC Code/Funding Source	\$11,400,000.00
334X-G52-9440-226D-3291 Title IIA (\$10,422,730.00)	
6zqx-g01-9ce0-2296-3191 William Penn Foundation (\$977,270.00)	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

**B-5 (Added 4.25.16)**

**Operating Budget: \$48,624 Contract Amendment with Camelot Schools of Pennsylvania – Transition Program and Related Services**

RESOLVED, that the School Reform Commission authorizes The School District of Philadelphia, through the Superintendent or his designee to execute, deliver and perform an amendment of Contract No. 748/F13, originally entered into with Camelot Schools of Pennsylvania, L.L.C. pursuant to Resolution No. B-18, approved by the School Reform Commission on May 16, 2013 by increasing the dollar amount of the contract by an additional \$48,624.00 from the \$7,875,000.00 approved in Resolution B-18, to an amount not to exceed \$7,923,624.00.

*Description:* This resolution seeks to temporarily add 50 slots to the existing Camelot Academy through June 30, 2016. Camelot Academy is full-time AEDY program (Alternative Education for Disruptive Youth) that serves students in grades 6-12 who have committed serious violations of the Code of Student Conduct. The Pennsylvania Department of Education regulates AEDY programs and requires that students who receive certain disciplinary transfers be enrolled in an approved AEDY program. Camelot Academy is an approved AEDY program and was authorized by the School Reform Commission to education District students who receive disciplinary transfers by resolution number B-18, dated May 16, 2013.

There are two AEDY Programs available in the District, Phase 4 Learning Center and Camelot Academy, which are managed by the Opportunity Network. Through a formalized program evaluation process, Leadership in the Opportunity Network has determined that it is in the best interest of students to suspend the placement of new students in Phase 4 Learning Center at this time. In order to still meet the demand for seats as a result of EH-21 disciplinary transfers, the Opportunity Network will instead increase the capacity of Camelot Academy to accommodate these students. Lateral disciplinary transfers are appropriate for students who commit certain violations of the Code of Student Conduct; these students are transferred to another school that is not their home school.

ABC Code/Funding Source	\$48,624.00
1100-081-9840-1142-3291 Operating	

The vote was as follows:

Yeas: Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

The meeting was recessed at 9:05 p.m. and adjourned at 9:06 p.m. following the business of the Intermediate Unit.

Marjorie G. Neff, Chair  
School Reform Commission

William R. Hite, Jr.  
Superintendent

**PHILADELPHIA INTERMEDIATE UNIT #26  
MEETING OF THE SCHOOL REFORM COMMISSION  
PHILADELPHIA, PA**

**APRIL 28, 2016**

A meeting of the School Reform Commission sitting as the Board of the Intermediate Unit was held on April 28, 2016 in the Auditorium of the School District of Philadelphia Education Center, 440 North Broad Street.

The meeting was convened at 9:07 p.m. by Chair Neff.

**Members present:** Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Chair Neff – 5

**Members absent:** 0

The following resolution was presented for formal action by the School Reform Commission:

**IU-1**

**Categorical/Grant Fund: \$14,000,000 Contracts with CORA Inc., Catapult Learning, LLC., Elwyn, Inc., and Learn-It Systems LLC. – Act 89 Services to Nonpublic Schools**

RESOLVED, that the School Reform Commission acting in its capacity as the Board of Directors of the Philadelphia Intermediate Unit, authorizes Intermediate Unit #26, through the Executive Director or his designee, to execute, deliver and perform contracts separately with CORA Inc., Catapult Learning LLC., Elwyn Inc., and Learn-It Systems LLC, for Act 89 auxiliary services to nonpublic students, for an aggregate amount not to exceed \$14,000,000, for the period commencing July 1, 2016 through June 30, 2017.

*Description:* Act 89 was enacted in 1975 to address equitable educational issues for nonpublic school students throughout Pennsylvania. The Declaration of Policy in the legislation stated that “The welfare of the Commonwealth requires that the present and future generation of school-age children be assured ample opportunity to develop to the fullest, their intellectual capacities. It is the intent of the General Assembly by this enactment to ensure that the Intermediate Units in the Commonwealth shall furnish on an equal basis auxiliary services to all pupils in the Commonwealth...”. Auxiliary services are defined in the legislation as remedial reading and mathematics, counseling, psychological services, speech and mobility training. Act 89 services are provided to nonpublic students in Philadelphia through the Office of Nonpublic Programs acting as Intermediate Unit #26. Intermediate Unit #26 engaged in a Request for Proposal process (RFP #444) in the fall and winter of 2014 and 2015 to seek qualified vendors at competitive hourly rates from which non-public schools could choose for services. The RFP review Committee comprised representatives of Intermediate Unit #26 and representatives from non-public schools. In prior years, the non-public schools in Intermediate Unit #26 were divided geographically among three vendors to provide service. In the new model implemented with the 2015-16 school year, non-public schools may choose among vendors with no geographic boundaries, selecting the vendor(s) they believe provides the best service model for their schools at a competitive hourly rate. In this model, it’s possible that only one, or up to all four, vendors may be selected by schools to provide service. Therefore, it is not knowable at this time the dollar value of service each vendor will provide. Intermediate Unit #26 seeks authorization to enter into contractual agreements with each vendor selected to provide auxiliary services to non-public schools for an aggregate amount for the four vendors not to exceed \$14 million.

ABC Code/Funding Source	\$14,000,000.00
1989-010-9490-2113-3291 PA Act 89 Grant Funds	

The vote was as follows:

Yeas:

Mr. Green, Ms. Houstoun, Ms. Jimenez, Ms. Simms, Ms. Neff – 5

Nays: 0

On motion, the meeting was adjourned at 9:08 p.m.

Marjorie G. Neff, Chair  
School Reform Commission

William R. Hite, Jr.  
Executive Director