

**SCHOOL REFORM COMMISSION  
SPECIAL PUBLIC MEETING  
RESOLUTION SUMMARY**

**FEBRUARY 8, 2017**

**I. SCHOOL REFORM COMMISSION**

**SRC-1**

**Proposed Action on New Charter Application – Deep Roots Charter School**

WHEREAS, on or about November 15, 2016, the applicant for Deep Roots Charter School ("Applicant") submitted an application ("Application") to the Charter Schools Office of The School District of Philadelphia ("School District") to start a charter school, and public hearings were held on the Application on December 8, 2016 and January 5, 2017; and

WHEREAS, Applicant is seeking a charter from the School Reform Commission ("SRC") to operate as a school with K-Grade 8 starting in the 2018-2019 school year with a maximum enrollment of 540 students in the final year of the charter; so be it

**RESOLVED**, that, pursuant to the representations, statements and materials contained in the charter school application and concluding document submitted by Applicant and made during the public hearings by representatives for Applicant, a Charter is hereby DENIED; and be it

**FURTHER RESOLVED**, that the SRC adopts the attached Adjudication as the reasons for its decision; and be it

**FURTHER RESOLVED**, that the Applicant may appeal or take other action with respect to this decision in accordance with the procedures set forth in 24 P.S. § 17-1717-A(f)-(i).

**SRC-2**

**Proposed Action on New Charter Application – Friendship Whittier Charter School**

WHEREAS, on or before November 15, 2016, the applicant for Friendship Whittier Charter School ("Applicant") submitted an application ("Application") to the Charter Schools Office of The School District of Philadelphia ("School District") to start a charter school, and public hearings were held on the Application on December 8, 2016 and January 9, 2017; and

WHEREAS, Applicant is seeking a charter from the School Reform Commission ("SRC") to operate as a school with PreK-Grade 5 starting in the 2017-2018 school year with a maximum enrollment of 695 students in the final year of the charter; so be it

**RESOLVED**, that, pursuant to the representations, statements and materials contained in the charter school application and concluding document submitted by Applicant and made during the public hearings by representatives for Applicant, a Charter is hereby DENIED; and be it

**FURTHER RESOLVED**, that the SRC adopts the attached Adjudication as the reasons for its decision; and be it

**FURTHER RESOLVED**, that the Applicant may appeal or take other action with respect to this decision in accordance with the procedures set forth in 24 P.S. § 17-1717-A(f)-(i).

**SRC-3**

**Proposed Action on New Charter Application – KIPP Parkside Charter School**

WHEREAS, on or before November 15, 2016, the applicant for KIPP Parkside Charter School ("KIPP Parkside") submitted an Application ("Application") to the Charter Schools Office of The School District of Philadelphia ("School District") to start a charter school, and public hearings were held on the Application on December 8, 2016 and January 9, 2017; now be it

RESOLVED, that, pursuant to the representations, statements and materials contained in the Application and concluding document submitted by KIPP Parkside and made during the public hearings by representatives for KIPP Parkside, the School Reform Commission ("SRC") hereby grants a Charter to "KIPP Parkside Charter School" to operate a public charter school with K-Grade 4 for a five-year period commencing on July 1, 2018 and ending on June 30, 2023, provided that KIPP Parkside submits the following documentation ("Required Documentation") to the Charter Schools Office no later than March 1, 2018:

1. The executed lease or sublease or executed intent to lease or sublease related to KIPP Parkside's use of the facilities at 5070 Parkside Avenue, Philadelphia, PA 19131, in a form acceptable to the Charter Schools Office;
2. A facility and security plan that addresses how the operations of two charter schools will be separated within the 5070 Parkside Avenue, Philadelphia, PA 19131 facility and how appropriate security and safety measures will be put into place to address the mixture of grades and age levels within one facility;
3. The contract between KIPP Parkside and KIPP Administrative Services Corporation ("KASC"), KIPP Parkside's management company, that accurately reflects all of the duties, services, obligations and liabilities of each party to the other with respect to the operation of KIPP Parkside or services to be provided to KIPP Parkside, including specific provisions on management fees, which shall be approved by the respective governing boards of each entity, in a form and with provisions that are acceptable to the Charter Schools Office;
4. An Admissions Policy and Process which complies with the Public School Code and Charter School Law and which includes provisions on application deadlines, recruitment communications, including details on methods to be used to recruit students Citywide or in an applicable attendance zone, lottery dates, and results, in a form that is acceptable to the Charter Schools Office. The Admissions Policy and Process shall provide that if seats open during the school year or between school years, KIPP Parkside shall accept new students from the waiting list in appropriate order for particular grades or new applicants if there are no applicants for that grade on the waiting list. The Admissions Policy and Process also 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 requested by the Charter Schools Office;
5. Bylaws adopted by the KIPP Parkside Board of Trustees at a public meeting which provide: (i) that all meetings, including emergency and special meetings, of the Board and Board committees shall be held and publicly noticed in accordance with the Sunshine Act; (ii) that all meetings of the Board and Board committees shall be open to the public without a requirement that a quorum of the Board is anticipated; (iii) that all employee dismissals and/or terminations shall be approved by the Board at a public meeting; and (iv) that the KIPP Parkside Board shall have the power and authority to amend the Articles of Incorporation and/or Bylaws without the permission or approval of any third party;

6. A list of the names and addresses and complete resumes of the board members of KIPP Parkside which demonstrates that none of the board members of KIPP Parkside serve on the board of KASC, the management company;
7. A certificate of insurance evidencing that insurance coverage has been obtained by KIPP Parkside in the amounts and categories as deemed acceptable by the Charter Schools Office;
8. A resolution duly approved by the Board of Trustees of KIPP Parkside indicating that all teachers, including teachers of English Language Learners, will be employed directly by KIPP Parkside, rather than being engaged as contractors;

and be it

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

1. KIPP Parkside shall use the 2018-2019 school year as an additional planning year, shall not open until the 2019-2020 school year, and the term of the Charter shall be for a five-year period commencing on July 1, 2019 and ending on June 30, 2024 under the following terms and conditions:
  - a. KIPP Parkside shall be authorized to operate only in K-Grade 1 with 200 students during the 2019-2020 school year; in K-Grade 2 with 300 students during the 2020-2021 school year; in K-Grade 3 with 400 students during the 2021-2022 school year; and in K-Grade 4 with 500 students during the 2022-2023 school year and the remainder of the term of the Charter.
  - b. If KIPP Parkside can demonstrate that performance for middle school grades at charter schools managed by KASC meets the following academic standards (middle school grades are defined as Grades 5-8 and are currently operated at KIPP West Philadelphia Preparatory Charter School and KIPP Philadelphia Charter School): (i) each charter school managed by KASC (each a “KASC Charter School”) achieves PSSA proficiency in Math, Science and English Language Arts in Grades 5-8 at or above two of the following three averages: the School District average, the Charter sector average or the KASC Charter School’s SPR Peer Group average for two consecutive school years; and (ii) demonstrates growth for two consecutive years above the Pennsylvania State standard (AGI >-1.0), then KIPP Parkside shall be authorized to operate in K-Grade 1 with 200 students during the 2019-2020 school year; in K-Grade 2 and Grade 5 with 390 students during the 2020-2021 school year; in K-Grade 3, and Grades 5-6 with 580 students during the 2021-2022 school year; in K-Grade 7 with 770 students during the 2022-2023 school year; and in K-Grade 8 with 860 students during the 2023-2024 school year;
2. KIPP Parkside shall employ at least one certified English as a Second Language instructor no later than the enrollment of any student identified as an English Language Learner;
3. Under no circumstances will KIPP Parkside request payment from either the School District or the Pennsylvania Department of Education for more students than set forth herein or enroll students in different grades, without authorization by the SRC by resolution approved at a public meeting;
4. KIPP Parkside shall not give an enrollment preference to alumni of any KIPP schools or to children or dependents of staff members employed by other KIPP schools. KIPP Parkside shall limit the enrollment preference given to children of staff of KASC and to children of current and past members of the KASC-managed charter schools’ Board of Trustees to the lesser of nine (9) seats at KIPP Parkside or two percent (2%) of the student enrollment at KIPP Parkside. Neither of these requirements shall prevent the ability of students promoting from a terminal grade at KIPP Parkside to attend another charter school operated by KASC;

5. KIPP Parkside shall participate in the School District’s charter school performance framework and monitoring system as set forth in the School District charter school policies and procedures and any amendments thereto. The charter school performance framework will include annual evaluations of KIPP Parkside’s academic, financial, and organizational performance. KIPP Parkside agrees to submit or allow to be submitted to the Charter Schools Office all student level academic information and any school-level data required for assessment of academic and organizational performance as part of the charter school performance framework and monitoring system;

6. If KIPP Parkside achieves a ranking in the bottom two levels on the School District’s School Progress Report during any year of the term of the Charter, the Charter Schools Office may require that KIPP Parkside meet certain specific student achievement targets and participate in ongoing progress reporting;

7. No more than one KASC-managed charter school serving any of the same grade levels may operate in the facility located at 5070 Parkside Avenue, Philadelphia, PA 19131 at any time during the term of the KIPP Parkside Charter. Specifically, if another KASC-managed charter school serving K or Grade 1 is operating at 5070 Parkside Avenue in school year 2018-19 (or the first year of operation of KIPP Parkside), KASC shall forfeit and surrender the KIPP Parkside Charter; and  
and be it

FURTHER RESOLVED, that the written Charter shall be issued upon the Charter Schools Office’s receipt of satisfactory Required Documentation as set forth above. The SRC hereby delegates authority to determine compliance with the requirements of this Resolution to the Chief of Staff of the SRC. Failure of KIPP Parkside to submit satisfactory Required Documentation by March 1, 2018, 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 Application within thirty (30) days after March 1, 2018, or the expiration of any extension period, whichever is later. Notice of voiding this Resolution for failure to submit the Required Documentation shall be issued to the Board by the Chair of the SRC. Notwithstanding these provisions, 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 KIPP Parkside’s Board of Trustees, or another duly designated member of the Board.

**II. EDUCATION SUPPORT SERVICES**

*None Submitted*

**III. EDUCATION SERVICES**

*None Submitted*

**IV. INTERMEDIATE UNIT**

*None Submitted*