

**Charter Renewal Handbook**

*For charter schools authorized by*

*the Board of Trustees of the State University of New York*



June 2014, Fourth Edition

**Charter Schools Institute**

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**About the Institute**

The Board of Trustees of the State University of New York (the “SUNY Trustees”) established the Charter Schools Institute (the “Institute”) in February 1999 to assist it in carrying out its responsibilities under the New York Charter Schools Act of 1998 (as amended) (the “Act”), which granted the SUNY Trustees the authority to award charters for the purpose of organizing and operating independent and autonomous public charter schools offering instruction in grades K-12.

SUNY is the largest charter school authorizer in New York and the largest university-based authorizer in the country. In 2010, the National Association of Charter School Authorizers recognized SUNY’s new school application process as being the “Best Application Process” for Approving New Charter Schools and in 2011, the CBT Education Trust and the World Bank identified SUNY’s Authorizing Practices as an international model and featured them in a new online toolkit.

SUNY-authorized charter schools lead the state’s charter sector in student achievement on state assessments in mathematics and English language arts. Besides its rigorous new school application review process, this success is also attributable to the manner in which SUNY holds school’s accountable through its charter renewal practices. While the SUNY Trustees have the obligation and authority to hold charter schools accountable through a number of means during the term of operation (including revocation of an education corporation’s charter), the requirement that a school apply and be approved for renewal on a periodic basis is at the core of the Act. The Institute’s renewal review is, therefore, a high-stakes process for charter schools.

**Mission Statement**

The Charter Schools Institute assists the Board of Trustees of the State University of New York in meeting its responsibilities under the New York State Charter Schools Act of 1998 and in furthering the University’s leading role in strengthening public education across New York State.

Guided by the SUNY Trustees’ rigorous standards, the Institute:

* Recommends for charter approval only those schools that have a high likelihood of significantly improving student achievement, especially for students at risk of academic failure;
* Provides ongoing oversight of schools that centers on schools’ progress in improving student achievement, while also reviewing their organizational and fiscal performance; the Institute’s oversight serves as a catalyst for improvement, informs the public of each school’s performance, and protects the health and safety of students enrolled in each school;
* Vigorously respects, defends and advocates for each school’s independence and autonomy;
* Recommends renewal of only those charter schools that have shown they can improve student performance and operate in a fiscally and organizationally sound manner; and
* Strives to become a nationally recognized repository and disseminator of research, training and best practices for charter schools, public school choice and charter authorizing.



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#### About the Handbook

This fourth edition of the SUNY Charter Renewal Handbook has been updated to reflect recent changes to the State University’s key renewal policy documents: the *Practices, Policies and Procedures for the Renewal of Charter Schools Authorized by the State University Board of Trustees* and the *State University of New York Charter Renewal Benchmarks.* The changes to these policy documents—designed to provide greater clarity, and where appropriate, specificity—were prompted by the 2010 revisions to the New York Charter Schools Act, the more recent delegation of increased responsibilities and authority to the State University Trustees’ Charter Schools Committee, and insights gained through the renewal experiences of both the State University Trustees and the Institute.

The Renewal Handbook remains a comprehensive resource for SUNY authorized charter schools, compiling the information needed as they plan for, and apply to, the Board of Trustees of the State University of New York for renewal. Distinct features include a Reader's Guide to walk schools through the various components of the Handbook, a Frequently Asked Questions section, and a generalized overview of the renewal process specifically developed for parents, teachers and other stakeholders. In addition, the Renewal Handbook includes the Application for Charter Renewal.

While the forms and types of renewal differ, all successful renewal applications share some common elements. The Application for Charter Renewal should be a clear, concise, and compelling explanation of the past, present, and future of the school, building a case for renewal. It should be written in plain language, devoid of jargon or "buzz words," address a school's strengths, and outline a plan for the future that builds upon current successes.

It is important to remember that the State University Trustees do not automatically grant charter renewal; a school must demonstrate that it has earned the high privilege of educating New York State's children. Throughout the renewal process, know that Institute staff stands ready to help in any way possible.

June 2014   
State University of New York Charter Schools Institute



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# A Reader’s Guide to the Renewal Handbook

The Reader’s Guide provides a description of each section of the Renewal Handbook and, in some cases, includes suggestions for using the document.

In addition to serving as a resource in its entirety, the Renewal Handbook includes stand-alone documents that members of the school’s leadership team and board of trustees should closely review, including: the *Polices for the Renewal of Not-for-Profit Charter School Education Corporations and Charter Schools Authorized by the Board of Trustees of the State University of New York* (the “SUNY Renewal Policies”); and the *State University Charter Renewal Benchmarks* (the “SUNY Renewal Benchmarks”).

The Renewal Handbook and the independent versions of the key documents contained therein are all available on the Charter Schools Institute’s (“the Institute”) website at: [www.newyorkcharters.org/schoolsRenewOverview.htm](http://www.newyorkcharters.org/schoolsRenewOverview.htm).

**Renewal Policies**

* + ***SUNY Renewal Policies***

*The Polices for the Renewal of Not-for-Profit Charter School Education Corporations and Charter Schools Authorized by the Board of Trustees of the State University of New York* (www.newyorkcharg/documents/SUNYRenewalPolicies.pdf)contain the official practices, policies and procedures of the Board of Trustees of the State University of New York (the “State University Trustees”) with respect to renewal. It is the most comprehensive and authoritative statement of SUNY’s renewal policies, including: the types of renewal that are available; SUNY’s criteria and standards; and the renewal process itself. This document is crucial for understanding the renewal process in-depth; school leaders and members of school boards of trustees should review it carefully.

* ***SUNY Renewal Benchmarks***

The State University of New York Charter Renewal Benchmarks ([www.newyorkcharters.org/documents/SUNYRenewalBenchmarks5FINAL5-8-12.pdf](http://www.newyorkcharters.org/documents/SUNYRenewalBenchmarks5FINAL5-8-12.pdf)) outline in detail the standards that the Institute uses to gather and evaluate evidence regarding a school’s readiness for renewal. While the Institute does not expect a school to have met every benchmark to its fullest extent, the benchmarks as a whole allow the Institute to provide schools with a detailed description of the precise qualities and characteristics at which the renewal team look. The introductory pages of the SUNY Renewal Benchmarks explain their precise use, as well as how they fit into the renewal process.

**Renewal Process**

* ***Overview and Timeline***

This overview gives schools a sense of the various stages of the renewal process.

* ***An Overview for Parents, Teachers and Community Members***

The Institute created this document to provide a generalized overview of the role of the Institute, the SUNY Trustees, its Charter Schools Committee, and the renewal process itself, for individuals who should be made aware of renewal activity but do not need explicit details or instructions. This document can serve as a valuable handout for parents, teachers and community members.

**Renewal Visit Resources**

* ***On-Site Renewal Activity***

This section provides information about the composition of the renewal visit team and descriptions of various components of the renewal visit.

* ***Sample Renewal Visit Schedule***

This sample schedule and timeline are designed to help school leaders, trustees, teachers, parents, and others get a quick sense of how the Institute conducts a renewal visit. It is important to remember that these documents are merely samples, and that the Institute works with school leaders to develop a specific schedule for the conduct of the actual renewal visit.

* ***The School Leader’s Responsibilities During the Renewal Process***

This document details the Institute’s expectations of the school leader during the charter renewal process, including: how to prepare for the visit; the kinds of evidence and documents that the Institute requires prior to and during the renewal visit; and information that the school leader may wish to convey to teachers, parents and members of the school board. The Institute will send the school a copy as well as other documents as the date approaches.

* ***Site Visit Conduct Guidelines***

Every member of the Institute staff that comprises the renewal team follows the *Site Visit Conduct Guidelines*. They address the confidentiality of information and provide important reminders about the scope and nature of a renewal visit. They do not concern a school directly but have been provided here to help school leaders better understand how the Institute views the renewal process and especially the renewal visit.

**Frequently Asked Questions**

The Frequently Asked Questions (“FAQs”) section provides answers to the most commonly asked questions about renewal; it is in many cases a recapitulation of information found in other key documents within the Handbook. As it is condensed, and attempts have been made to make it more reader-friendly, please note that this section is for a school’s conven**i**ence and is not meant to be comprehensive or to replace, for example, the SUNY Renewal Policies, SUNY Renewal Benchmarks or the detailed instructions contained in the renewal application itself.

**Appendices**

* ***Application for Charter Renewal***

Should a school have any questions about when to apply, please consult the SUNY Renewal Policies and the application itself for detailed guidance, or contact the Institute directly.

* ***Model Renewal Charter***

The Model Renewal Charter is an example of the form of charter agreement that the school and the Institute would execute once the State University Trustees have approved the application for renewal.

The Renewal Charter is quite different in a number of respects from the original charter agreement that was executed and followed during the initial charter term. Specifically, this charter grants the school considerably more autonomy in several important respects. The Institute urges school leaders, board members and counsel to review this document before filing the renewal application.

Please note that the Model Renewal Charter included here is an example for informational purposes—the State University Trustees reserve the right to make changes to the charter agreement prior to the school having executed it.

# Renewal Policies

Practices, Policies and Procedures for   
the Renewal of Charter Schools Authorized by   
the Board of Trustees of the State University of New York

*The Practices, Policies and Procedures for the Renewal of Charter Schools Authorized by the State University Board of Trustees is an official policy of the Board of Trustees of the State University of New York, last modified June 25, 2012. . A stand-alone version of this document is available on the Institute’s website at: www.newyorkcharters.org/documents/RenewalPolicies.pdf.*

Pursuant to the New York Charter Schools Act of 1998 (as amended) (the “Act”), the Board of Trustees of the State University of New York (the “SUNY Trustees”) has adopted these practices, policies and procedures (the “SUNY Renewal Policies”) for considering applications for charter renewal submitted by public charter school education corporations that the SUNY Trustees have authorized.

Purpose, Goals and Means

A charter school trades the greater autonomy it is granted for the greater accountability to which it is held. While the SUNY Trustees have the obligation and authority to hold charter schools accountable through a number of means during the charter period (including revocation of an education corporation’s charter), the requirement that a school apply and be approved for renewal on a periodic basis is at the core of the Act’s charter school accountability bargain. Renewal, and the review that the SUNY Charter Schools Institute (the “Institute”) conducts, is, therefore, a high-stakes process for charter schools and, of course, the parents of students enrolled in those schools.

The SUNY Trustees have created and published these SUNY Renewal Policies so that they, the Institute, charter schools, and equally important, the parents of students at those schools, understand the process, the criteria and the underlying assumptions and requirements surrounding renewal, as well as the responsibilities and obligations of all parties. In setting out and using these policies, charter schools will know before they come to renewal what it is they are expected to accomplish and what evidence they must be able to compile. This foreknowledge, in turn, enables charter schools potentially to present a more compelling case for renewal. When the SUNY Trustees make a determination of non-renewal, charter schools will understand the reasons for this outcome and parents will also be forewarned and informed. More generally, through the use of the SUNY Renewal Policies, the SUNY Trustees commit to a fair and transparent process.

The essential means that the SUNY Trustees use to accomplish the important purposes and goals for renewal review are as follows:

* By requiring schools to set out in an accountability plan (the “Accountability Plan”)[[1]](#footnote-1) their student achievement goals (and how they will be measured) at the early stages of the charter, all stakeholders are aware from the outset what a school is expected to accomplish.
* By prescribing specific goals and measures of academic performance that schools must adopt, as part of their Accountability Plans, while also allowing them to formulate additional goals and measures, the Institute ensures that each school will generate objective and comparable evidence of student achievement, while also permitting each school to provide evidence of its success in meeting its unique program goals.

* By providing feedback to schools as to their progress toward renewal, based on the stated renewal criteria, the SUNY Trustees through the Institute allow schools to understand where they stand at a given point in their charter terms in relation to earning renewal.
* By requiring charter schools to evaluate their own progress annually and present their results in Accountability Plan Progress Reports, the Institute enables schools to demonstrate for themselves whether they are moving successfully toward renewal.
* By giving far greater weight in the renewal decision process to the student assessment outcomes that a school generates (especially the results of state standardized tests in English language arts and mathematics) than to other criteria, the SUNY Trustees make renewal decisions that are heavily based on academic results.
* By evaluating academic results using multiple measures and also taking into account the totality of additional evidence it gathers – including fiscal, legal and other organizational indicators, the SUNY Trustees maintain a renewal process that is aligned to the purposes and requirements of the Act, comprehensive, nuanced and reflective of the complexity of each school’s case for renewal.
* By articulating a common set of Renewal Benchmarks (available at: [www.newyorkcharters.org](http://www.newyorkcharters.org)) that specify in detail what a successful school should be able to demonstrate at the time of renewal, the Institute provides schools with clear expectations from the very beginning of their charters.
* By setting forth separate criteria for initial and subsequent renewal, the SUNY Trustees recognize the difference between starting and sustaining a school, as well as differences in the richness of student assessment data available depending on how long a school has been operating.
* By holding schools to high standards, and renewing only those schools that are likely to continue to improve, or sustain high levels of, student learning and achievement, the SUNY Trustees fulfill the Act’s promise of true, outcome-based accountability.

Background, History and Legal Requirements

The Act provides for the creation of independent and autonomous public charter schools. Such schools are given greater statutory and regulatory freedom; in return they are required to demonstrate that they are educationally sound and capable of improving student learning and achievement as measured by objective assessment outcomes.

Upon initial approval, charter school education corporations receive a provisional charter (certificate of incorporation) under which they have the authority to operate for a period of up to five years. Prior to the end of the five-year period (and the expiration of the provisional charter), a charter school has the right to apply for renewal of its initial charter for another term of up to five years.[[2]](#footnote-2) Such application is usually (but not necessarily) filed during the last year of the charter period and under the Act must be filed within six months of the expiration of the charter unless the SUNY Trustees (the charter entity) waive the deadline for good cause. The Institute acting on behalf of the SUNY Trustees will waive such deadline in appropriate cases. Subsequent renewals are treated in a similar fashion with an application required before the expiration of the current charter term in order for a school to be eligible for renewal.

While the Act provides grounds for revoking a school’s charter at any time during its charter period, the specific grounds for revocation are such that the renewal review is the principal point at which the academic performance of the school is assessed and the decision to continue to permit the school to operate is made.[[3]](#footnote-3)

Unlike the requirements for an application to establish a charter school education corporation, which the Act sets out in great detail, the Act prescribes only a few specific requirements for a charter school renewal application. They are:

1. a report of the progress of the charter school in achieving the educational objectives set forth in the charter;
2. a detailed financial statement that discloses the cost of administration, instruction, and other spending categories for the charter school that will allow a comparison of such costs to other schools, both public and private;
3. copies of each of the annual reports of the charter school, including the charter school report cards and the certified financial statements;
4. indications of parent and student satisfaction; and
5. the means by which the charter school will meet or exceed the enrollment and retention targets prescribed by the SUNY Trustees for students with disabilities, English language learners and students who are eligible for the federal Free and Reduced Price Lunch program, which shall be considered by the SUNY Trustees prior to approving a renewal application.

The Act permits the SUNY Trustees to require additional information, which is reflected in the Institute’s renewal applications.

The renewal application approval process parallels the initial charter application process in some though not all respects. First, no application for charter renewal can be approved until and unless the SUNY Trustees make the findings required by the Act as codified in subdivision 2852(2) of the Education Law (the “§ 2852(2) Findings”):

1. the charter school described in the application meets the requirements set out in [the Act] and all other applicable laws, rules and regulations;
2. the education corporation can demonstrate the ability to operate the school in an educationally and fiscally sound manner;
3. granting the application is likely to improve student learning and achievement and materially further the purposes set out in [Education Law § 2850(2)]; and
4. in a school district where the total enrollment of resident students attending charter schools in the base year is greater than five percent of the total public school enrollment of the school district in the base year (i) granting the application would have a significant educational benefit to the students expected to attend the proposed charter school or (ii) the school district in which the charter school will be located consents to such application.[[4]](#footnote-4)

Second, once the SUNY Trustees or its Charter Schools Committee[[5]](#footnote-5) approves a renewal application, the Institute executes a proposed renewal charter and forwards it to the Board of Regents for review. In the event that the Board of Regents does not approve the proposed charter, it must return the proposed charter to SUNY for reconsideration with its comments and recommendations. Such comments or recommendations may include proposed amendments to the proposed charter or a comment to reconsider some aspect of the application’s approval. Thereafter, and after consideration of the Board of Regents’ comment(s) and recommendation(s), the SUNY Trustees or its Charter Schools Committee may resubmit the proposed charter (with some, all or none of the modifications that the Board of Regents may have suggested). If resubmitted and the Board of Regents does not act to approve the proposed charter, it goes into effect by operation of law after 30 days. Lastly, the SUNY Trustees may abandon the returned proposed charter, in which case the charter would expire at the end of its then current term.

The decision to renew a charter is left to the sound discretion of the SUNY Trustees or its Charter Schools Committee.

Prior to and Preparing for Renewal

A. Initial Charter Period

During the first year of operation of a school, the Institute works with that school to develop an Accountability Plan, which contains the general goals that the charter school obligates itself to meet and delineates very specific measures to determine whether, or to what extent, the school has met such goals. To ensure high standards among schools that the SUNY Trustees authorize, comparability to other public schools, and compliance with the NCLB, the Institute prescribes a set of specific academic achievement measures. Recognizing that each school, especially high schools, may have unique features, the Institute permits schools to formulate additional academic goals and measures. While a charter school may also include optional organizational and fiscal goals in its Accountability Plan, the core function of the Accountability Plan is to set forth the academic goals by which the school will be judged at the time the school comes to renewal (see, also, *Renewal Criteria, Evaluation Process and Outcomes, infra* at page 7).

Thereafter, and throughout the initial charter period, the Institute (and/or its consultants) visit the school and evaluate the school’s academic and organizational progress on a periodic basis. Depending on the nature of the visit, the Institute provides the school a written review of the visit (either in the form of a formal report or a letter to the education corporation’s board of trustees and school leadership team). Where possible, the Institute discusses with the education corporation board and school leadership team the visit conclusions, provides assistance (consistent with its oversight role) to identify deficiencies, and, if needed, discusses possible avenues for corrective action. Consistent with the school’s status as an independent and autonomous public school, the Institute’s lack of assistance, requested or otherwise, does not excuse a school’s failure to meet its Accountability Plan goals or to comply with the requirements of the Act, charter, or applicable laws, rules and regulations. Should the Institute’s oversight uncover severe deficiencies, the Institute, pursuant to the power granted to it in the charter agreement, may require a school to enter into a corrective plan, or, in appropriate circumstances and as permitted and circumscribed the Act, the SUNY Trustees or its Charter Schools Committee may place the school on probation or revoke the education corporation’s charter.

To assist schools in determining whether they are making appropriate progress towards a successful renewal review, the Institute’s visit protocols, reports and oral feedback center on a school’s performance under the same measures and performance indicators (the Renewal Benchmarks) that the Institute employs during the renewal review. In particular, the Institute reviews with a charter school on a periodic basis the goals and specific measures set forth in its Accountability Plan as well other benchmarks concerning the educational program and the school’s organizational and fiscal soundness.

B. Planning Year and Other Charter Extensions

Schools that take one or more planning years or whose charters were issued on a date that does not approximately coincide with the school year may need extensions of their charter terms approximately equal in length to the number of planning years the school has taken, or to complete the end of a school year, respectively.[[6]](#footnote-6) While the SUNY Trustees must be able to determine that the educational program will be sound during the next (extension) charter period based on data from student assessments and/or established and accepted academic program evaluation benchmarks (the “Qualitative Education Benchmarks”), which are a subset of the Renewal Benchmarks, (and that the other renewal requirements of the Act are met), such extensions are not strictly within the scope of these SUNY Renewal Policies. Rather, schools may apply for such extensions to the Institute (typically in the summer following the first year of operation) in a manner similar to a charter revision and pursuant to guidance of the Institute. The Charter Schools Committee or the Institute[[7]](#footnote-7) may act on such extensions in its own discretion, and the denial of such an extension shall not be considered a non-renewal of a charter, or be appealable to the Charter Schools Committee.

C. Subsequent Charter Periods

During subsequent charter periods, given the longer time a school has been in operation and the greater weight placed on academic performance, the scope and timing of the Institute’s oversight process changes. In general, and consonant with the record of success that any renewed school has generated, the frequency of the Institute’s visits, as well as their breadth and depth decreases. While the Institute conducts at least one school inspection visit during the course of a renewal charter term, it may increase the number and scope of such visits where appropriate or necessary. The Institute continues to provide feedback aligned to the Renewal Benchmarks. Finally, as during the initial charter period, schools are required to continue to report annually on their progress towards their Accountability Plan goals.

Application for Renewal

#### To assist the SUNY Trustees in capturing the information necessary to make an informed decision on renewal, as well as to allow them to make the § 2852(2) Findings (see, *Background, History and Legal Requirements*, *supra* at page 3) and any other findings they require, the application for charter renewal asks schools to answer the following questions using valid objective evidence.

## Is the school an academic success?

1. Has the school met its non-academic goals and been faithful to its mission and charter design?
2. Has the school been effectively governed?
3. Are parents and students satisfied?
4. Has the school satisfactorily met its legal requirements?
5. Is the school fiscally sound?
6. If the school’s charter is renewed, what are its plans for the term of the next charter period, and are they reasonable, feasible and achievable?

Applications for charter renewal are available to charter schools at the Institute’s Albany office and on its website, [www.newyorkcharters.org](http://www.newyorkcharters.org). The Institute provides additional information to applicants regarding the means and manner of the submission including required formats for the submission of assessment data. Application requirements (and manner of submission) differ depending on the type of renewal for which a charter school is eligible to apply.

Renewal Criteria, Evaluation Process and Outcomes

The ultimate criteria that a school must meet in order to be renewed are those implicit in the § 2852(2) Findings, (see, *Background, History and Legal Requirements*, *supra,* page 3.) In addition, the SUNY Trustees require that each education corporation granted renewal be an “effective, viable organization.” The SUNY Trustees will not act favorably on any application for renewal unless it can make each of these “Required Findings.”

The Required Findings are quite broad (e.g., whether the school will be operated in an “educationally sound manner”) and neither self-defining nor self-executing. The SUNY Trustees therefore use a set of “general guidelines and methods” that further refine and define what evidence a charter school must be able to marshal and how to evaluate and weigh the various sources of evidence the Institute gathers during the renewal inquiry. In addition, the SUNY Trustees have established a set of “renewal outcomes” which specify with greater precision the various kinds of renewal available and eligibility criteria for particular types of renewal.

A. General Guidelines and Methods

* While the SUNY Trustees apply specific criteria to evaluate each school, a renewal decision is based on the totality of the evidence that the Institute gathers.
* In keeping with the Act’s emphasis on academic achievement and the legal requirements of NCLB, the SUNY Trustees weigh a charter school’s academic performance far more heavily than any other factor (such as future plans) in determining whether they can make the Required Findings that relate to the strength of the educational program, especially when considering a subsequent charter renewal.
* In determining the strength of a charter school’s academic performance during a charter period, the SUNY Trustees consider the most important indicator to be, and give the greatest weight to, the school’s record in meeting its academic Accountability Plan goals especially in English language arts and mathematics. The SUNY Trustees may also factor into their review the time during the charter period when standardized assessment data were posted as well as positive and negative trends that the data evidence.
* The SUNY Trustees recognize that official student achievement data for the last year of a school’s charter term (the year in which the renewal review occurs) are not available when the SUNY Trustees must make renewal decisions. As such, charter schools applying for initial renewal present (and the SUNY Trustees consider) student achievement data from only the first four years of the school’s operation in its initial charter term as evidence of the extent to which they have met their Accountability Plan goals. Charter schools applying for subsequent renewals present (and the SUNY Trustees consider) student achievement data for the last year of their previous charter term through the academic year prior to the last year of the charter term under review. These respective periods are known as the “Accountability Period.”
* Given the limited standardized assessment data available at the time of an *initial* renewal review and the challenges that a start-up charter school faces, the Institute also reviews the school’s academic program and evaluates its strength and effectiveness based on the Qualitative Education Benchmarks. The depth of the Institute’s review of the academic program, the level of quality required, and the weight accorded to the evidence collected using the Qualitative Education Benchmarks, varies depending on the school’s record of meeting its academic Accountability Plan goals and on the specific type of renewal the school seeks.
* The SUNY Trustees acknowledge that, in exchange for greater accountability for student achievement outcomes, charter schools are afforded significant autonomy over elements of their academic programs, organizational effectiveness and viability, and fiscal soundness. As a result, charter schools may implement a range of programmatic and organizational changes in pursuit of improved student achievement outcomes, and such changes may occur at any point during a charter period (some requiring approval of the Institute and/or the Charter Schools Committee). Notwithstanding the scope of the changes or existence of prior approval, measurable student achievement results that are the consequence of programmatic and organizational changes will be afforded greater consideration than indications of the extent of the implementation of such changes.
* To focus its evidence gathering, and to allow schools to understand with greater particularity the criteria for making the Required Findings, the Institute deploys a set of Renewal Benchmarks. Not every benchmark, or a particular group of benchmarks, is weighed equally, and application of the Renewal Benchmarks does not result in an overall score. In addition, success in meeting the criteria in specific benchmarks does not necessarily generate a positive renewal decision.

B. Initial Renewal Outcomes

The following renewal outcomes are available to education corporations in their first charter period.[[8]](#footnote-8) Each outcome contains specific criteria keyed to one or more of the Required Findings. In addition, a school must be able to provide evidence that permits the SUNY Trustees to make *each* of the Required Findings, i.e., the school will operate in a fiscally sound manner, etc. The Institute will review and analyze the success of a school in meeting the specific requirements set forth in a particular outcome pursuant to the General Guidelines and Methods.

* *Full-Term Renewal*: available to a school in its fifth year of operation for the maximum term of five years. In order for a school to be eligible for Full-Term Renewal, a school must during the Accountability Period either:

1. have compiled a strong and compelling record of meeting or coming close to meeting its academic Accountability Plan goals, **and** have in place at the time of the renewal review an educational program that, as assessed using the Qualitative Education Benchmarks, is generally effective; **or**
2. have made progress toward meeting its academic Accountability Plan goals **and** have in place at the time of the renewal review an educational program that, as assessed using the Qualitative Education Benchmarks, is particularly strong and effective.

* *Short-Term Renewal*: available to a school in its fifth year of operation typically for a term of three years. In order for a school to be eligible for Short-Term Renewal, a school during the Accountability Period must either:

1. have compiled a mixed or limited record of educational achievement in meeting its academic Accountability Plan goals, but have in place and in operation **at the time of the renewal inspection visit** (i) an academic program of sufficient strength and effectiveness, as assessed using the Qualitative Education Benchmarks, which will likely result in the school’s being able to meet or come close to meeting those goals with the additional time that renewal would permit, and (ii) a governing board and organizational structures that have demonstrated the capacity to meet the school’s academic Accountability Plan goals and to operate the school in an educationally and fiscally sound fashion; **or**
2. have compiled an overall record of meeting its academic Accountability Plan goals but, **at the time of the renewal inspection visit**, have in place an educational program that, as assessed using the Qualitative Education Benchmarks, is inadequate in multiple and material respects.

* *Renewal with Conditions*: available to a school that:

1. meets the standards for Full-Term Renewal or Short-Term Renewal with regard to its educational program, but that has material legal, fiscal or organizational deficiencies that cannot be fully corrected by the time of renewal — so long as such deficiencies are not fatal to making each and every other required finding, **or**
2. meets the standards for Full-Term Renewal or Short-Term renewal with regard to some portion of its educational program, but requires conditions to improve the academic program. Such conditions may include, but are not limited to, restrictions on the number of students and grades served. Conditions may also be imposed that are consonant with the requirements of NCLB as to schools requiring corrective action. Where appropriate, conditions may be imposed which if not met by the education corporation shall be deemed a substantial and material violation of the charter and therefore expose the education corporation to probation or charter revocation.

* *Non-Renewal:* where a school does not apply for renewal (voluntarily surrenders its charter) or fails to meet the criteria for any other type of renewal, the charter will not be renewed, the charter will be terminated upon its expiration and the education corporation will be dissolved.

C. Subsequent Renewal Outcomes

In subsequent renewal reviews, and in contrast to initial renewal reviews, the SUNY Trustees evaluate the strength and effectiveness of a school’s academic program almost exclusively by the degree to which the school has succeeded in meeting its academic Accountability Plan goals during the Accountability Period. This approach is consistent with the greater time that a school has been in operation and a concomitant increase in the quantity and quality of student achievement data that the school has generated. It is also consistent with the Act’s purpose of moving from a rules-based to an outcome-based system of accountability in which schools are held accountable for meeting measurable student achievement results.

Where the Institute’s renewal site visit generates overwhelming and incontrovertible evidence that the academic program is in disarray and that the structures, personnel and practices that had led to positive assessment outcomes are, in material respect, no longer in place (through an assessment using the Qualitative Education Benchmarks), the SUNY Trustees may take account of such countervailing evidence, and such countervailing evidence, if of sufficient strength and weight, may affect the SUNY Trustees’ decision.

The following outcomes are available to schools that are not in their first Accountability Period. Each outcome contains specific criteria keyed to one or more of the Required Findings. In addition, a school, to be eligible for any type of renewal, must be able to provide evidence that permits the SUNY Trustees to make *each* of the Required Findings.

* *Early Renewal*: available to any school that has previously received a Full-Term Renewal and has met or come close to meeting its academic Accountability Plan goals. A school that is able to demonstrate this level of achievement is eligible to apply for Early Renewal four years from the time it applied for its prior renewal.
* *Full-Term Renewal:* available to any school that has been previously renewed and that has met or come close to meeting its academic Accountability Plan goals during the Accountability Period.
* *Renewal with Conditions*: available to a school that:

1. otherwise meets the standards for Full-Term Renewal with regard to its educational program, but that has material educational, legal, fiscal or organizational deficiencies that cannot be fully corrected by the time of renewal — so long as such deficiencies are not fatal to the SUNY Trustees making each of the Required Findings; **or**
2. meets the standards for Full-Term Renewal with regard to some portion of its educational program, but requires conditions to improve the academic program. Such conditions may include, but are not limited to, restrictions on the number of students and grades served. Conditions may also be imposed that are consonant with the requirements of NCLB as to schools requiring corrective action. Where appropriate, conditions may be imposed which if not met by the education corporation shall be deemed a substantial and material violation of the charter and therefore expose the education corporation to probation or revocation.

* *Non-Renewal:* where a school does not apply for renewal or the school fails to meet the criteria for any other type of renewal, the charter will not be renewed, the charter will be terminated upon its expiration and the education corporation will be dissolved.

Review and Decision Process

## The SUNY Trustees’ renewal process is designed to be open, rigorous and timely. The key elements of this process are set forth below.

* A school submits an application, usually just prior to the start of the last year of its charter. The school receives a decision generally within six to eight months of the application’s submission.
* In accordance with the Act, the Institute notifies public and non-public schools in the same geographic area as the charter school of the receipt of an application for renewal. The Charter Schools Committee will consider comments from the school district in which the charter school is located and forward same to the Board of Regents if it approves any type of renewal. In addition, the Institute posts information about renewal applications on its website, [www.newyorkcharters.org](http://www.newyorkcharters.org).
* The Institute reviews the application as well as data and records in its files including school evaluation reports. It thereafter generally conducts an extensive and comprehensive site visit to the school. The scope of the site visit and its duration varies depending on the type of renewal for which the school is eligible, e.g., an initial or subsequent renewal. Depending on these and other factors, the site visit may encompass interviews with parents, students, teachers, administrators and education corporation trustees, reviews of documentary evidence including evidence relating to curriculum, pedagogy, internal assessment, board governance and legal compliance, and extensive classroom observations. Its duration may be from one to four days or more if necessary. The Institute may require additional documentation and other evidence where necessary and appropriate. The Institute may conduct follow-up visits where it deems necessary, but is not required to do so.
* The Institute prepares a draft report to the Charter Schools Committee that includes its preliminary renewal recommendation, findings, and other conclusions and forwards a copy to the school to solicit comment and factual corrections to ensure the accuracy of evidence and findings contained within the draft report.
* Where the Institute is prepared to make a recommendation of non-renewal, it will so notify the school of its preliminary recommendation prior to making its final recommendation and allow the school an opportunity to present evidence and argument to the Institute in opposition. This evidence could have previously been submitted in the school’s Application for Renewal, at the time of the Institute’s renewal inspection visit, or drawn from the school’s Accountability Period. The Institute will consider such evidence, prior to making its final recommendation. The Institute will determine the form, time, manner and place and other practices related thereto.
* In all cases, the Institute prepares a final report for presentation to the Charter Schools Committee that contains the Institute’s renewal recommendation and forwards a copy to the school.
* The Institute will take appropriate steps to ensure that the school disseminates the final recommendation of the Institute to the parents of students at the school.
* In all cases where the Institute makes a positive renewal recommendation of either type (Short-Term Renewal or Full-Term Renewal), no review of that decision may be taken to the Charter Schools Committee regardless of any renewal conditions imposed.
* At its discretion, the Charter Schools Committee will act on the Institute’s final recommendation. Where the Charter Schools Committee, acting on behalf of the SUNY Trustees, takes action to renew a school for any term, the action of the Committee shall be final. No appeal from any decision of the Charter Schools Committee may be taken to the full SUNY Board of Trustees.
* Where the Institute’s final renewal report recommends non-renewal of the charter, the education corporation may petition to appear before the Charter Schools Committee prior to the Committee making any final renewal decision and the Committee, at its sole discretion, may grant or deny such petition. If the petition is granted, the education corporation may, at the discretion of the Charter Schools Committee, present documentary evidence as well as legal argument to the Committee. The Charter Schools Committee will determine the form, time, manner, place as well as other practices thereto. At its sole discretion, the Charter Schools Committee may, but is not required to, appoint a subcommittee to act for it, in a manner that is consistent with the SUNY Trustees’ by-laws.

* In the event the Institute’s final renewal report recommends renewal of the charter but the Charter Schools Committee initially takes action to not renew the charter, the Committee shall, prior to taking final action to not renew the charter, afford the education corporation the same process and review as set forth in these SUNY Renewal Policies as if the Institute had recommended non-renewal to the Committee.
* At the discretion of the Charter Schools Committee, the Committee will act on the recommendation of the subcommittee or the Institute. The Charter Schools Committee retains sole authority over non-renewal decisions and the decision of the Committee shall be final.
* In the event that the Charter Schools Committee or any subcommittee are unable to meet, the Institute upon notice to all members of the Committee and in consultation with the Chair of the Committee, and upon no dissent being made by any member of the Committee, may present its findings and recommendation(s) directly to the SUNY Trustees.
* If a renewal application is approved by the Charter Schools Committee, a proposed renewal charter will thereafter be entered into by the Institute and the education corporation, and forwarded to the Board of Regents for action (approval or return to the SUNY Trustees for further consideration together with any comments and recommendation).
* If a proposed renewal charter is returned by the Board of Regents, the Institute will review the comments and recommendations of the Regents, and present a recommendation to the Charter Schools Committee regarding resubmission of the proposed charter to the Regents with or without modification, or abandonment of the proposed charter. The Institute will include the comments of the Board of Regents for consideration. The Charter Schools Committee may approve such resubmission or abandonment in its sole authority.
* In the event that the Institute recommends abandonment of the charter, the Institute shall, prior to presenting its recommendation to the Charter Schools Committee, afford the education corporation the same process and review as set forth in these SUNY Renewal Policies as if the Institute had initially recommended non-renewal to the Committee. Thereafter, if the Institute maintains its recommendation to abandon the charter, the education corporation may seek review of the recommendation by the Charter Schools Committee in accordance with the review procedures for non-renewal recommendations, above.
* Similarly, if the Institute recommends resubmission of the charter but the Charter Schools Committee initially takes action to abandon the charter, the Committee, prior to the taking final action to abandon the charter, shall afford the education corporation the same process and review as set forth in these SUNY Renewal Policies as if the Institute had recommended non-renewal to the Committee.

Supplemental and Additional Practices, Policies and Procedures

The SUNY Renewal Policies provide an overview of the renewal process and describe its central elements; they do not delineate every detail of the renewal process employed by the SUNY Trustees, the Charter Schools Committee or the Institute. Supplemental, interstitial practices and procedures may be required and employed to ensure the integrity, comprehensiveness and excellence of SUNY’s charter school program and the renewal process in particular. Such amendments and supplements, if material, may be made either through action of the Charter Schools Committee or, where appropriate, by the Institute acting in consultation with the Chair of the Charter Schools Committee.

Amendment, Effective Date and Scope

The SUNY Renewal Policies may be amended by the Charter Schools Committee or by the SUNY Trustees, as the case may be. Amendments shall be effective upon passage of a duly approved resolution by either body or upon such date as may be set forth therein.

If one section or clause of the SUNY Renewal Policies is found to be unlawful by a court of competent jurisdiction it shall not affect the other parts of the SUNY Renewal Policies.

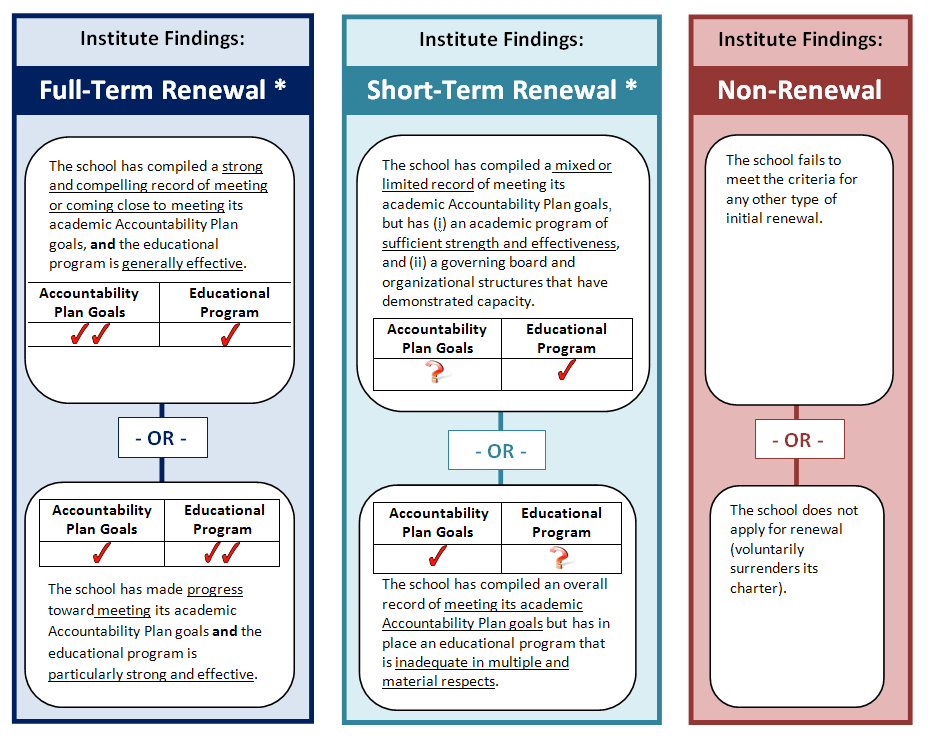
The SUNY Renewal Policies do not limit the discretion or authority of the SUNY Trustees as a charter entity as set forth in the Act.

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# Renewal Policies

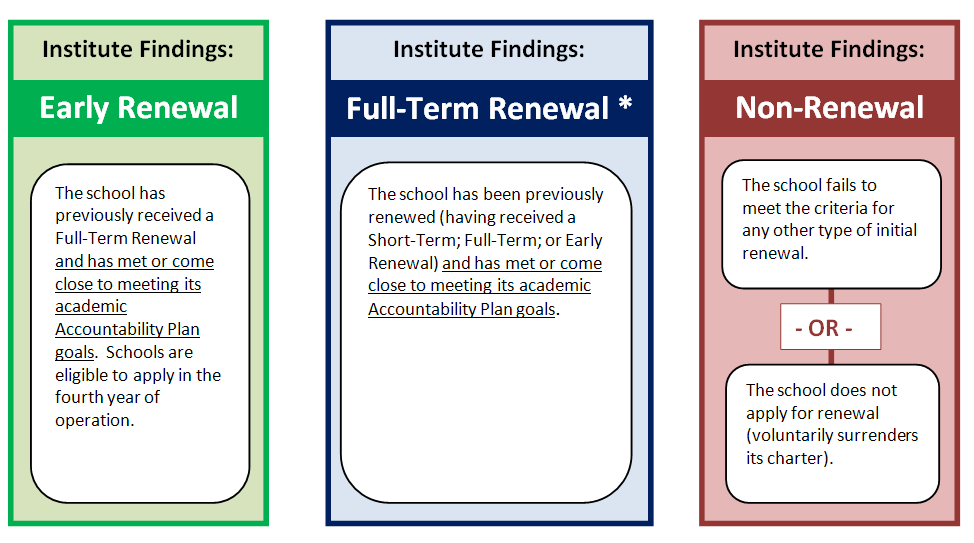
Potential Renewal Outcomes

*Initial Renewal*

The *SUNY Renewal Policies* define three potential outcomes for SUNY authorized charter schools coming to renewal for the first time: Full-Term Renewal (five years); Short-Term Renewal (typically three years); or Non-Renewal (closure). During the fifth year of a school’s initial charter term, the Institute makes a renewal recommendation to the SUNY Trustees based on the extent to which the school has met its academic Accountability Plan goals, has in place an effective education program as assessed using SUNY’s *Qualitative Education Benchmarks,* and the extent to which it has met all other benchmarks related to governance, compliance, fiscal health and organizational capacity*.*

*Subsequent Renewal*

The *SUNY Renewal Policies* define two potential outcomes for SUNY authorized charter schools that have received a prior renewal: Full-Term Renewal (five years) or Non-Renewal (closure). When making recommendations regarding subsequent charter renewals, the Institute relies most heavily on student achievement data and schools’ performance against Accountability Plan goals. The *SUNY Renewal Policies* specifically do not provide a Short-Term Renewal outcome for schools in subsequent charter terms.



# Renewal Policies

**State University of New York**

**Charter Renewal Benchmarks**

*Editor’s Note: The SUNY Charter Renewal Benchmarks have been reformatted here for inclusion in the Renewal Handbook. A stand-alone version of this document is available on the Institute’s website at:* <http://newyorkcharters.org/schoolsRenewOverview.htm>.

**Introduction**

The State University of New York Charter Renewal Benchmarks (the “SUNY Renewal Benchmarks”) serve two primary functions at renewal:

• They provide a framework for the Charter Schools Institute (the “Institute”) to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists the Institute in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal. For example, the various benchmarks that the Institute uses to determine whether the school has had fiscally responsible practices in place during the last charter period allow the Institute to determine with greater precision whether the school will operate in a fiscally sound manner during the next charter period, a finding that the New York Charter Schools Act requires the SUNY Trustees to make.

• At the same time that the SUNY Renewal Benchmarks provide a framework for the Institute to collect and review evidence, they also provide the school with a guide to understanding the Institute’s evaluative criteria. As the Institute uses the SUNY Renewal Benchmarks (or some sub-set of them) as the framework for conducting its ongoing school evaluation visits, school leaders should be fully aware of the content of the Benchmarks at the time of renewal.

The SUNY Renewal Benchmarks are organized into four inter-connected renewal questions that each school must answer when submitting a renewal application. The benchmarks further reflect the interwoven nature of schools from an academic, organizational, fiscal and/or legal perspective. For example, the Institute could reasonably place many of the academic benchmarks under the heading of organizational effectiveness. More generally, some redundancy exists because the Institute looks at the same issue from different perspectives.

Precisely how the Institute uses the SUNY Renewal Benchmarks, during both the renewal process and throughout the charter period, is explained in greater detail in the *Policies for the Renewal of Not-for-Profit Charter School Education Corporations and Charter Schools Authorized by the Board of Trustees of the State University of New York (the “SUNY Renewal Policies*”), available on the Institute’s website at: www.newyorkcharters.org/schoolsRenewOverview.htm. Responses to frequently asked questions about the Institute’s use of the SUNY Renewal Benchmarks appear below:

• The Institute does not have a point system for recommending renewal. A school cannot simply tally up the number of positive benchmark statements in order to determine the Institute’s recommendation.

- Some benchmarks are weighed more heavily than others. In particular, the Institute gives the greatest weight to how well the school has met its academic Accountability Plan goals.

- Despite the fact that the Accountability Plan comprises only a single benchmark, a school’s performance on that benchmark is critical. In fact, it is so important that while the Institute may recommend non-renewal for fiscal and organizational failures (if sufficiently serious), excellence in these areas will not excuse poor academic performance.

• The Institute does not use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school’s circumstances. For example, the Qualitative Education Benchmarks (Benchmarks 1B-1F, 2C and 2D) are given far less weight in making a renewal decision on schools that the Institute has previously renewed. Similarly, less weight is accorded to these benchmarks during an initial renewal review where a school has consistently met its academic Accountability Plan goals.

- The Institute also may not consider every indicator subsumed under a benchmark when determining if a school has met that benchmark, given the school’s stage of development or its previous track record.

• Aside from Benchmark 1A on academic Accountability Plan goals (which is singular in its importance), no school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. To the contrary, the Institute has yet to see a school that performs perfectly in every respect. The Institute appreciates that the benchmarks set a very high standard collectively. While the Institute certainly hopes and expects that schools aim high, it is understood that a school’s reach will necessarily exceed its grasp in at least some aspects.

In this fifth edition of the SUNY Renewal Benchmarks, the Institute has made some revisions to the Qualitative Educational Benchmarks, namely those benchmarks used for ongoing school evaluation visits, to streamline the collection of evidence. For example, the Institute has incorporated Student Order and Discipline into Pedagogy, and Professional Development into Instructional Leadership. The Institute has rewritten some of the overarching benchmark statements to capture the most salient aspects of school effectiveness, organizational viability, legal compliance, and fiscal soundness. Some of the bulleted indicators within benchmarks have been recast or eliminated. Finally, the Institute has added some indicators to align the benchmarks with changes in the Charter Schools Act (e.g., provisions in meeting enrollment and retention targets when assigned and abiding by the General Municipal Law).

It is important that the entire school community understand the renewal process. All members of a school’s leadership team and board should carefully review both the SUNY Renewal Benchmarks and the SUNY Renewal Practices. Note that a renewal overview document for parents, teachers and community members is also available on the Institute’s website at: www.newyorkcharters.org/schoolsRenewOverview.htm. Please do not hesitate to contact the Institute with any questions.

|  | **Renewal Question 1**  **Is the School an Academic Success?** |
| --- | --- |
| **Evidence Category** | **SUNY Renewal Benchmarks** |
| **SUNY Renewal  Benchmark 1A**  **Academic Accountability  Plan Goals** | **Over the Accountability Period, the school has met or come close to meeting its academic Accountability Plan goals.**  The Institute determines the extent to which the school has met the Accountability Plan goals in the following areas:   * English language arts; * mathematics; * science; * social studies (high school only); * NCLB; * high school graduation and college preparation (if applicable); and * optional academic goals included by the school. |
| **SUNY Renewal  Benchmark 1B**  **Use of  Assessment Data** | **The school has an assessment system that improves instructional effectiveness and student learning.**  The following elements are generally present:   * the school regularly administers valid and reliable assessments aligned to the school’s curriculum and state performance standards; * the school has a valid and reliable process for scoring and analyzing assessments; * the school makes assessment data accessible to teachers, school leaders and board members; * teachers use assessment results to meet students’ needs by adjusting classroom instruction, grouping students and/or identifying students for special intervention; * school leaders use assessment results to evaluate teacher effectiveness and to develop professional development and coaching strategies; and * the school regularly communicates to parents/guardians about their students’ progress and growth. |
| **SUNY Renewal  Benchmark 1C**  **Curriculum** | **The school’s curriculum supports teachers in their instructional planning.**  The following elements are generally present:   * + the school has a curriculum framework with student performance expectations that provides a fixed, underlying structure, aligned to state standards and across grades; * in addition to the framework, the school has supporting tools (i.e., curriculum maps or scope and sequence documents) that provide a bridge between the curriculum framework and lesson plans; * teachers know what to teach and when to teach it based on these documents; * the school has a process for selecting, developing and reviewing its curriculum documents and its resources for delivering the curriculum; and * teachers plan purposeful and focused lessons. |
| **SUNY Renewal  Benchmark 1D**  **Pedagogy** | **High quality instruction is evident throughout the school.**  The following elements are generally present.   * teachers deliver purposeful lessons with clear objectives aligned to the school’s curriculum; * teachers regularly and effectively use techniques to check for student understanding; * teachers include opportunities in their lessons to challenge students with questions and activities that develop depth of understanding and higher-order thinking and problem solving skills; * teachers maximize learning time (e.g., appropriate pacing, on-task student behavior, clear lesson focus and clear directions to students); transitions are efficient; and * teachers have effective classroom management techniques and routines that create a consistent focus on academic achievement. |
| **SUNY Renewal  Benchmark 1E**  **Instructional Leadership** | **The school has strong instructional leadership.**  The following elements are generally present:   * the school’s leadership establishes an environment of high expectations for teacher performance (in content knowledge and pedagogical skills) and in which teachers believe that all students can succeed; * the instructional leadership is adequate to support the development of the teaching staff; * instructional leaders provide sustained, systemic and effective coaching and supervision that improves teachers’ instructional effectiveness; * instructional leaders provide opportunities and guidance for teachers to plan curriculum and instruction within and across grade levels; * instructional leaders implement a comprehensive professional development program that develops the competencies and skills of all teachers; * professional development activities are interrelated with classroom practice; * instructional leaders regularly conduct teacher evaluations with clear criteria that accurately identify teachers’ strengths and weaknesses; and * instructional leaders hold teachers accountable for quality instruction and student achievement. |
| **SUNY Renewal  Benchmark 1F**  **At-Risk Students** | **The school meets the educational needs of at-risk students.**  The following elements are generally present:   * the school uses clear procedures for identifying at-risk students including students with disabilities, English language learners and those struggling academically; * the school has adequate intervention programs to meet the needs of at-risk students; * general education teachers, as well as specialists, utilize effective strategies to support students within the general education program; * the school adequately monitors the progress and success of at-risk students; * teachers are aware of their students’ progress toward meeting IEP goals, achieving English proficiency or school-based goals for struggling students; * the school provides adequate training and professional development to identify at-risk students and to help teachers meet students' needs; and * the school provides opportunities for coordination between classroom teachers and at-risk program staff including the school nurse, if applicable. |

|  | **Renewal Question 2**  **Is the School an Effective, Viable Organization?** |
| --- | --- |
| **Evidence Category** | **SUNY Renewal Benchmarks** |
| **SUNY Renewal  Benchmark 2A**  **Mission & Key Design Elements** | **The school is faithful to its mission and has implemented the key design elements included in its charter.**  The following elements are generally present:   * the school faithfully follows its mission; and * the school has implemented its key design elements. |
| **SUNY Renewal  Benchmark 2B**  **Parents & Students** | **2.B Parents/guardians and students are satisfied with the school.**  The following elements are generally present:   * the school regularly communicates each child's academic performance results to families; * families are satisfied with the school; and * parents keep their children enrolled year-to-year. |
| **SUNY Renewal  Benchmark 2C**  **Organizational Capacity** | **The school organization effectively supports the delivery of the educational program.**  The following elements are generally present:   * the school has established an administrative structure with staff, operational systems, policies and procedures that allow the school to carry out its academic program; * the organizational structure establishes distinct lines of accountability with clearly defined roles and responsibilities; * the school has a clear student discipline system in place at the administrative level that is consistently applied; * the school retains quality staff; * the school has allocated sufficient resources to support the achievement of goals; * the school maintains adequate student enrollment; * the school has procedures in place to monitor its progress toward meeting enrollment and retention targets for special education students, ELLs and students who qualify for free and reduced price lunch, and adjusts its recruitment efforts accordingly; and * the school regularly monitors and evaluates the school’s programs and makes changes if necessary. |
| **SUNY Renewal  Benchmark 2D**  **Board Oversight** | **The school board works effectively to achieve the school’s Accountability Plan goals.**  The following elements are generally present:   * board members possess adequate skills and have put in place structures and procedures with which to govern the school and oversee management of day-to-day operations in order to ensure the school’s future as an academically successful, financially healthy and legally compliant organization; * the board requests and receives sufficient information to provide rigorous oversight of the school’s program and finances; * it establishes clear priorities, objectives and long-range goals, (including Accountability Plan, fiscal, facilities and fundraising), and has in place benchmarks for tracking progress as well as a process for their regular review and revision; * the board successfully recruits, hires and retains key personnel, and provides them with sufficient resources to function effectively; * the board regularly evaluates its own performance and that of the school leaders and the management company (if applicable), holding them accountable for student achievement; and * the board effectively communicates with the school community including school leadership, staff, parents/guardians and students. |
| **SUNY Renewal  Benchmark 2E**  **Governance** | **The board implements, maintains and abides by appropriate policies, systems and processes.**  The following elements are generally present:   * the board effectively communicates with its partner or management organizations as well as key contractors such as back-office service providers and ensures that it receives value in exchange for contracts and relationships it enters into and effectively monitors such relationships; * the board takes effective action when there are organizational, leadership, management, facilities or fiscal deficiencies; or where the management or partner organization fails to meet expectations; to correct those deficiencies and puts in place benchmarks for determining if the partner organization corrects them in a timely fashion; * the board regularly reviews and updates board and school policies as needed and has in place an orientation process for new members; * the board effectively recruits and selects new members in order to maintain adequate skill sets and expertise for effective governance and structural continuity; * the board implements a comprehensive and strict conflict of interest policy (and/or code of ethics)—consistent with that set forth in the charter and with the General Municipal Law—and consistently abides by them throughout the term of the charter; * the board generally avoids conflicts of interest; where not possible, the board manages those conflicts in a clear and transparent manner; * the board implements a process for dealing with complaints consistent with that set forth in the charter, makes the complaint policy clear to all stakeholders, and follows the policy including acting on complaints in a timely fashion; * the board abides by its by-laws including, but not limited to, provisions regarding trustee election and the removal and filling of vacancies; and * the board holds all meetings in accordance with the Open Meetings Law and records minutes for all meetings including executive sessions and, as appropriate, committee meetings. |
| **SUNY Renewal  Benchmark 2F**  **Legal Requirements** | **The school substantially complies with applicable laws, rules and regulations and the provisions of its charter.**  The following elements are generally present:   * the school compiles a record of substantial compliance with the terms of its charter and applicable state and federal laws, rules and regulations including, but not limited to, submitting items to the Institute in a timely manner, and meeting teacher certification (including NCLB highly qualified status) and background check requirements, FOIL and Open Meetings Law; * the school substantially complies with the terms of its charter and applicable laws, rules and regulations; * the school abides by the terms of its monitoring plan; * the school implements effective systems and controls to ensure that it meets legal and charter requirements; * the school has an active and ongoing relationship with in-house or independent legal counsel who reviews and makes recommendations on relevant policies, documents, transactions and incidents and who also handles other legal matters as needed; and * the school manages any litigation appropriately and provides litigation papers to insurers and the Institute in a timely manner. |

|  | **Renewal Question 3**  **Is the School Fiscally Sound?** |
| --- | --- |
| **Evidence Category** | **SUNY Renewal Benchmarks** |
| **SUNY Renewal  Benchmark 3A**  **Budgeting and Long Range Planning** | **The school operates pursuant to a long-range financial plan in which it creates realistic budgets that it monitors and adjusts when appropriate.**  The following elements are generally present:   * the school has clear budgetary objectives and budget preparation procedures; * board members, school management and staff contribute to the budget process, as appropriate; * the school frequently compares its long-range fiscal plan to actual progress and adjusts it to meet changing conditions; * the school routinely analyzes budget variances; the board addresses material variances and makes necessary revisions; and * actual expenses are equal to, or less than, actual revenue with no material exceptions. |
| **SUNY Renewal  Benchmark 3B**  **Internal Controls** | **The school maintains appropriate internal controls and procedures.**  The following elements are generally present:   * the school follows a set of comprehensive written fiscal policies and procedures; * the school accurately records and appropriately documents transactions in accordance with management’s direction, laws, regulations, grants and contracts; * the school safeguards its assets; * the school identifies/analyzes risks and takes mitigating actions; * the school has controls in place to ensure that management decisions are properly carried out and monitors and assesses controls to ensure their adequacy; * the school’s trustees and employees adhere to a code of ethics; * the school ensures duties are appropriately segregated, or institutes compensating controls; * the school ensures that employees performing financial functions are appropriately qualified and adequately trained; * the school has systems in place to provide the appropriate information needed by staff and the board to make sound financial decisions and to fulfill compliance requirements; * a staff member of the school reviews grant agreements and restrictive gifts and monitors compliance with all stated conditions; * the school prepares payroll according to appropriate state and federal regulations and school policy; * the school ensures that employees, trustees and volunteers who handle cash and investments are bonded to help assure the safeguarding of assets; and * the school takes corrective action in a timely manner to address any internal control or compliance deficiencies identified by its external auditor, the Institute, and/or the State Education Department or the Comptroller, if needed. |
| **SUNY Renewal  Benchmark 3C**  **Financial Reporting** | **The school has complied with financial reporting requirements by providing the SUNY Trustees and the State Education Department with required financial reports that are on time, complete and follow generally accepted accounting principles.**  The following reports have generally been filed in a timely, accurate and complete manner:   * annual financial statement audit reports including federal Single Audit report, if applicable; * annual budgets and cash flow statements; * un-audited quarterly reports of income, expenses, and enrollment; * bi-monthly enrollment reports to the district and, if applicable, to the State Education Department including proper documentation regarding the level of special education services provided to students; and * grant expenditure reports. |
| **SUNY Renewal  Benchmark 3D**  **Financial Condition** | **The school maintains adequate financial resources to ensure stable operations. Critical financial needs of the school are not dependent on variable income (grants, donations and fundraising).**  The following elements are generally present:   * the school maintains sufficient cash on hand to pay current bills and those that are due shortly; * the school maintains adequate liquid reserves to fund expenses in the event of income loss (generally three months); * the school prepares and monitors cash flow projections; * If the school includes philanthropy in its budget, it monitors progress toward its development goals on a periodic basis; * If necessary, the school pursues district state aid intercepts with the state education department to ensure adequate per pupil funding; and * the school accumulates unrestricted net assets that are equal to or exceed two percent of the school's operating budget for the upcoming year. |

|  | **Renewal Question 4**  **If the School’s Charter is Renewed, What are its Plans  for the Term of the Next Charter Period, and are they  Reasonable, Feasible and Achievable?** |
| --- | --- |
| **Evidence Category** | **SUNY Renewal** **Benchmarks** |
| **SUNY Renewal  Benchmark 4A**  **Plans for the School’s Structure** | **Key structural elements of the school, as defined in the exhibits of the Application for Charter Renewal, are reasonable, feasible and achievable.**  Based on elements present in the Application for Charter Renewal:   * the school is likely to fulfill its mission in the next charter period; * the school has an enrollment plan that can support the school program; * the school calendar and daily schedules clearly provide sufficient instructional time to meet all legal requirements, allow the school to meet its proposed Accountability Plan goals and abide by its proposed budget; * key design elements are consistent with the mission statement and are feasible given the school’s budget and staffing; * a curriculum framework for added grades aligns with the state’s performance standards; and * plans in the other required Exhibits indicate that the school’s structure is likely to support the educational program. |
| **SUNY Renewal  Benchmark 4B**  **Plans for the Educational Program** | **The school’s plans for implementing the educational program allow it to meet its Accountability Plan goals.**  Based on elements present in the Application for Charter Renewal:   * for those grades served during the last charter period, the school has plans for sustaining and (where possible) improving upon the student outcomes it has compiled during the last charter period including any adjustments or additions to the school’s educational program; * for a school that is seeking to add grades, the school is likely to meet its Accountability Plan goals and the SUNY Renewal Benchmarks at the new grade levels; and * where the school will provide secondary school instruction, it has presented a set of requirements for graduation that students are likely to meet and that are consistent with the graduation standards set by the Board of Regents. |
| **SUNY Renewal**  **Benchmark 4C**  **Plans for Board Oversight and Governance** | **The school provides a reasonable, feasible and achievable plan for board oversight and governance.**  Based on elements present in the Application for Charter Renewal:   * school trustees are likely to possess a range of experience, skills, and abilities sufficient to oversee the academic, organizational and fiscal performance of the school; * plans by the school board to orient new trustees to their roles and responsibilities, and, if appropriate, to participate in ongoing board training are likely to sustain the board’s ability to carry out its responsibilities; * if the school plans to change an association with a partner or management organization in the term of a future charter, it has provided a clear rationale for the disassociation and an outline indicating how it will manage the functions previously associated with that partnering organization; and * if the school is either moving from self-management to a management structure or vice-versa, or is changing its charter management organization/educational service provider, its plans indicate that it will be managed in an effective, sound and viable manner including appropriate oversight of the academic and fiscal performance of the school or the management organization. |
| **SUNY Renewal  Benchmark 4D**  **Fiscal & Facility Plans** | **The school provides a reasonable, feasible and achievable fiscal plan including plans for an adequate facility.**  Based on the elements present in the Application for Charter Renewal:   * the school’s budgets adequately support staffing, enrollment and facility projections; * fiscal plans are based on the sound use of financial resources to support academic program needs; * fiscal plans are clear, accurate, complete and based on reasonable assumptions; * information on enrollment demand provides clear evidence for the reasonableness of projected enrollment; and * facility plans are likely to meet educational program needs. |

# Renewal Process

## Overview and Approximate Timeline

*Editor’s Note: The table below, with slight modifications, appears in each renewal application. For purposes of a general overview, the steps outlined in this table are applicable to most types of renewal (with the exception of the Short-Term Planning Year Renewal). Renewal applications are available online at:* [*www.newyorkcharters.org/schoolsRenewApp.htm*](http://www.newyorkcharters.org/schoolsRenewApp.htm)*.*

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| **Action** | **Description** | **Approximate Timeline** |
| --- | --- | --- |
| Submission of the Application for Charter Renewal | | A school submits its Application for Charter Renewal to the Charter Schools Institute email address: charters@suny.edu.  The deadline for receipt of all application materials for schools coming to renewal is 5 p.m. on August 15tht. If the submission date falls on a Saturday or Sunday, the application is due on the next business day.  Note: If results of the New York State assessments are not available from the most recently completed school year by the application date, the Institute requires that the school submit a revised response to Renewal Question #1: Is the School an Academic Success within three weeks of the Commissioner of Education’s official statewide release of English language arts and mathematics assessment results. Similarly, high schools must submit their revised Renewal Question #1 approximately three weeks after the release of August Regents results. | August 15th |
| Opportunity for Public Comment | | Pursuant to the Charter Schools Act, within 30 days of receipt of a renewal application, the Institute notifies the school district of location and public and private schools in the same geographic area about receiving the application, when the Trustees may act on it, and the district’s obligation to hold a public hearing. The Institute invites and considers written comments and forwards school district comments to the SUNY Trustees and, if the application is approved, to the Board of Regents. In some cases, the Charter Schools Institute may ask the school to respond to such comments.  Within 30 days of the above notice, the school district of location holds a hearing in, and solicits comments from, the “community potentially impacted by the charter school.” The failure of a school district (or the Board of Regents) to hold a hearing will not prevent the issuance of a renewal charter. | August-October |
| Application Review | | The Institute reviews the application as well as the existing data and records in its files collected on the school over the life of the charter term.  The Institute also prepares a summary of issues and questions to address during the renewal visit. | August-November |
| Application Revision  (Request for Amendment Process) | | The Institute incorporates parts of the application into the charter of the next charter period if the Trustees grant renewal.  The Institute may ask for amendments to parts of the application as required by statute.  The Institute may also request amendments prior to, or after, it submits the application to the State Education Department for review by the Board of Regents. | TBD |
| Renewal  Visit | | The Institute conducts a site visit to the school, during which it observes instruction, interviews parents, students, teachers, and administrators, and reviews documentary evidence including information relating to academic achievement, curriculum, pedagogy, internal assessment, board governance, and fiscal and legal compliance. The Institute conducts an interview of the school’s board of trustees on a separate date.  During or after the renewal visit, the Institute may require additional documentation and other evidence where necessary and appropriate. The Institute may conduct follow-up visits where it deems necessary. | September-December |
| DRAFT Renewal Report | | Based upon the totality of information and evidence collected over the course of the charter period—including the application for renewal, previous evaluation visits and the renewal visit, as well as other pertinent information—the Institute produces a draft report of its findings which contains a preliminary renewal recommendation.  The Institute shares the draft report with the school and invites factual corrections or comments to ensure accuracy. Where appropriate, the Institute may require the school to provide additional information and documentation.  Where the Institute makes a preliminary recommendation of Non-Renewal, it provides the school with an opportunity to provide written comments in opposition to the recommendation. At the school’s invitation, the Institute will appear at the school to listen to a presentation of evidence in opposition to the preliminary Non-Renewal recommendation. | November-  February |
| Final Renewal Recommendation Report | | Based on the evidence it has compiled and analyzed, the Institute prepares its final recommendation report for the Charter Schools Committee of the SUNY Trustees.  The Institute sends the final report to the Committee and the school, along with any comments from the district of location. Where the Institute’s renewal report recommends Non-Renewal, the school may petition the Committee for an opportunity to make its case in opposition to the recommendation. If the petition is granted, the school may present documentary evidence as well as legal argument to the Committee. The Committee determines the form, time, manner and place, and other specifics of the appeal. | January-March |
| Action of Charter Schools Committee of the SUNY Board of Trustees | | The Charter Schools Committee takes final action to renew a school for any term based on its discretion aside from the Institute’s recommendation. The Committee acts on behalf of the full SUNY Board of Trustees and its action is final. The full board may not accept an appeal of the Committee’s decision. The school must distribute the final Institute report to the school community. | January-March |
| Action of Board of Regents | | The Institute sends a proposed renewal charter to the school for signature and then forwards it to the Board of Regents for action (consisting of either approval or return to the SUNY Trustees for further consideration). The Board of Regents has 90 days to review the proposed renewal charter and application.  If the Regents return the renewal charter, the SUNY Charter Schools Committee on behalf of the entire Trustees may either resubmit the proposed renewal charter (with or without modification) or abandon the proposed renewal charter. The school must agree to any modification in writing.  If the Trustees resubmit the proposed charter, the Board of Regents has 30 days in which to act. If the Board of Regents does not vote to approve the resubmitted charter, the charter will still be deemed approved and the Trustees will issue the charter by operation of law on the 31st day. | Within 90 days of Submission by the Charter Schools Institute |

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# Renewal Process

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## An Overview of the Renewal Process for Parents, Teachers,

## Community Members and Other Stakeholders[[9]](#footnote-9)

*Editor’s Note: The Overview document for parents, teachers, community members and other stakeholders has been reformatted here for the purposes of inclusion in the Renewal Handbook. A stand-alone version of this document, for distribution by schools to relevant constituencies, is available on the Institute’s website at:* [*www.newyorkcharters.org/schoolsRenewOverview.htm*](http://www.newyorkcharters.org/schoolsRenewOverview.htm)*.*

The following guidance pertains to those schools that are authorized by the Board of Trustees of the State University of New York (the “State University Trustees”). If you are a parent of a student in a charter school and you do not know or are not sure which entity authorized your school, ask your school’s director or members of the school’s board, or visit the listing of New York State charter schools on the Institute’s website at: [www.newyorkcharters.org/parentSchoolList.htm](http://www.newyorkcharters.org/parentSchoolList.htm).

**About the Charter Schools Institute and the Board of Trustees   
of the State University of New York**

* The Charter Schools Institute (the “Institute”) was established by the State University Trustees to help administer their responsibilities under the New York Charter Schools Act of 1998. The Institute assists in the review and approval of applications to establish charter schools, provides ongoing oversight of charter schools, and assists in the review and approval of applications for renewal of charters.

In particular, in regard to the renewal of charter schools, the Institute reviews a charter school’s application for renewal, conducts a renewal visit/inspection of the school and writes a renewal report that contains the Institute’s findings and, most importantly, its recommendation(s) to the State University Trustees regarding whether a school’s charter should be renewed, and if so, for how long and with or without conditions.

**The Basics on Charter Schools and the Renewal Cycle**

* In exchange for freedom from many New York State rules and regulations, a public charter school in New York receives a charter for up to five years to provide a tuition free, public education to New York’s students. The charter agreement is a document that lays out the terms under which the school is to operate, such as how many children can be enrolled in the school and what grades the school can teach. It is at its essence a contract, one between the school’s board of trustees (who are given the authority to operate the school) and the State University Trustees.

Like many contracts, the charter lays out what is expected in terms of performance. In the charter school world, performance is measured first and foremost by how well the school is doing at making sure children enrolled at the school are learning. To establish those terms, during the school’s first year of operation, the Institute works with the school to arrive at its final student performance goals. These goals are put into a document called the   
“Accountability Plan.” The performance goals that are central to the Accountability Plan concern how the school’s students are doing on standardized tests, especially the tests that New York State requires every public school, including charter schools, to administer.

Just like any contract, the charter contract is binding. In charter terms, that means that if the school does not meet its stated student performance goals, it risks not having its charter renewed and having to close down. After all, why should or would anyone renew a contract with someone who in the first contract didn’t deliver on the promises they made?[[10]](#footnote-10)

This tradeoff—freedom from rules and regulations in exchange for unprecedented accountability for student performance, and real consequences for failure—is the most significant difference between public *charter* schools and public schools run by school districts.

To determine whether a charter should be renewed, the Institute, in its role of helping the State University Trustees, has devised a renewal process and a set of standards and outcomes. The process for renewal begins when a school, generally in its fifth year of its initial charter, files an application for renewal with the Institute.

After reviewing the application, the Institute conducts a visit to the school. Following the visit, Institute staff document their conclusions and make a preliminary recommendation. These conclusions and the preliminary recommendation are contained in a draft renewal report. That report is sent to the school for its comment and/or factual corrections.

Some very basic details on the standards and outcomes that the Institute and the State University Trustees use, as well as the renewal process itself, follow below.

**Possible Outcomes and Criteria for Initial Renewals**

* There are several possible outcomes when a school applies for an initial renewal, meaning the first time that a school applies for renewal. These include: Full-Term Renewal, Short-Term Renewal, and Non-Renewal.

The recommendation of the Institute and the decision of the State University Trustees are based on the school’s academic, financial and organizational performance throughout the charter period, and the conclusions and findings of the renewal visit contained in the Renewal Report.

Full-Term Renewal is for the maximum term of five years. It is awarded to schools that have a strong record of student performance (as measured by students’ test scores) and an effective academic program, along with being organizationally and fiscally sound organizations.

Short-Term Renewal is awarded to schools whose evidence regarding students’ test scores is mixed or ambiguous. This type of renewal is awarded to schools that demonstrate insufficient student academic performance, yet have in place a strong educational program and strong governance at the board level. In addition, schools that have demonstrated strong student performance yet have inadequate educational programs at the time of the renewal visit may receive a Short-Term Renewal. As with Full-Term Renewal, schools that are granted Short-Term Renewal are required to show that they are organizationally and fiscally sound. Short-Term Renewal is usually, but not always, for a term of three years.

In cases where the school fails to present sufficient evidence for renewal, the Institute will recommend Non-Renewal. If the State University Trustees accept this recommendation, the school would generally close at the end of the current school year.

In determining whether a school has a strong educational program, the Institute uses a series of standards which are part of what the Institute terms its “State University Renewal Benchmarks.” The benchmarks are available on the Institute’s website at: [www.newyorkcharters.org/documents/renewalBenchmarks.doc](http://www.newyorkcharters.org/documents/renewalBenchmarks.doc). These standards include consideration of the effectiveness of the school’s leadership, whether the teaching staff is of high-quality and whether the school is a safe, calm and orderly place where learning is valued to name just three. The Institute also uses its State University Renewal Benchmarks to determine if the school is fiscally and organizationally sound, as well as whether it has plans in place for the next charter period that are reasonable, feasible and achievable.

**Renewal Outcomes and Criteria for Subsequent Renewals**

* There are no limits on the number of times that a charter school’s charter can be renewed. However, taking into account the fact that schools that have been renewed at least once have been in existence for a longer time, the State University Trustees have established different outcomes and criteria for schools that are applying for renewal in their second, third or later charter periods (subsequent renewals).

In particular, there is no provision for a school that has been initially renewed and received either a Full-Term Renewal or a Short-Term Renewal to then receive a Short-Term Renewal. This means that a school must either show that it has performed well enough to merit being renewed for a full-term of five years (Full-Term Renewal) or it will face Non-Renewal.

Another important difference in subsequent renewal is that in order to be eligible for a Full-Term Renewal, a school must show that its students are meeting or coming close to meeting the school’s academic goals contained in its Accountability Plan. Unlike during the first renewal review, a school cannot secure renewal by simply showing some progress with the promise of much more progress to come. A school must come to renewal showing that the great majority of its students are being prepared to do well in school and   
  
are on track to graduate from high school. This is a high bar, but an appropriate one, given the promise of true accountability that differentiates charter schools from their district counterparts.

**Timeline and Process**

* A school usually files its application for renewal in August of the calendar year before its charter is due to expire. The Institute then conducts a renewal visit sometime in the fall (usually September – November).

The Institute attempts to send draft versions of the renewal reports, including the Institute’s preliminary recommendations, to the schools in December to provide an opportunity for schools to submit corrections to factual errors.

Schools that are recommended for Non-Renewal may request the opportunity to present information to the Institute. The Institute then finalizes its report and sends it to the Charter Schools Committee of the State University Trustees in early January.

Schools that the Institute has recommended for Non-Renewal can request to appear before the Charter Schools Committee in an effort to persuade the Committee not to adopt the Institute’s recommendation. The Committee chooses whether or not to grant this request, and if granted, the school will provide its reasons for opposing the recommendation in writing.

Depending on the circumstances, the Charter Schools Committee will generally review the Institute’s report, comments from the school district of location (if any), the school’s application (and any other information the school has provided if the Institute’s recommendation is for Non-Renewal) sometime in January or February.

The Charter Schools Committee and/or the State University Trustees discuss and usually vote on the renewal applications and recommendations at their meetings in January and March.

If the State University Trustees determine that the outcome should be Non-Renewal, the school would continue to operate until the end of the school year and close after that without providing summer instruction. Student records would be transferred to the school district of location of the charter school for safe-keeping until the child is enrolled at another school for the next year.

**Renewal Visit Resources**

## On-Site Renewal Activity

**VISIT TEAM COMPOSITION: ROLES AND RESPONSIBILITIES**

In order to develop an accurate portrait of a school, all members of the visit team have key roles in preparing for and conducting the visit. This section explains appropriate team composition and the roles and responsibilities of the team members. The size and composition of a team varies by the school’s size, grade levels, record of academic performance, mission, focus and design

*1. Academic Staff*

* Team includes at least two academic staff to conduct pedagogical observations and interview instructional leaders and teaching staff at the school level as well as to interview staff and review documents at the managing organization level.
* Team includes staff with expertise in the school’s particular grade spans, and if possible, its pedagogical model and curriculum. Staff that has previously participated in visits to the school as well as other schools under the managing organization also adds a longitudinal perspective.

*2. Legal and Compliance Staff*

* Team includes one member of the Institute’s legal team to ensure that school has upheld all the legal requirements of its charter. Legal and compliance staff interviews school leaders, operations staff and special services coordinators, in addition to reviewing school records and documents.

*3. Finance Staff*

* Team includes one member of the Institute’s finance team to conduct interviews with the school’s leader as well as financial and operations staff . The school’s financial documents, budgetary practices and internal controls are reviewed in order to determine the fiscal health of the school.

*4. Team Leader*

Because of the focus on the implementation of the educational program, the team leader is typically an academic staff member. In addition to the responsibilities indicated above, the team leader plays a large role in coordinating, scheduling and producing the final visit report.

**During the Visit**

Renewal visit team members will observe classrooms, interview teachers, administrative staff and school board members and review documents during the visit. Team members then analyze the evidence collected from these observations and interviews to generate conclusions about the links between student achievement data, the education program and organizational capacity. The team typically shares conclusions with school leaders at the end of the renewal visit; however, these conclusions are preliminary and subject to change following additional analysis after the visit.

**Document Review**

Visit team members examine a broad range of documents during the visit. The Family Educational Rights and Privacy Act (FERPA) permits the Institute and its staff, as the school’s authorizer, to inspect student records including student performance data, Individualized Education Programs (IEPs) and discipline records during an evaluation visit.

**Classroom Observations**

To maximize information gathering and ensure an in-depth understanding of the school’s program, members of the visit team often begin visiting classrooms at the start of the visit. While they are unlikely to visit all classes, renewal visit team members do attempt to observe a representative sample of classrooms, particularly those in the core areas of instruction. Visit schedules specify time periods allocated for classroom observations, but do not identify specific classrooms or teachers for observation to allow the visit team flexibility and freedom to pursue a particular line of inquiry.

During their time in the classroom, evaluation team members observe instruction and inspect instructional resources; they examine the work of students on display as well as work in folders, journals and written assignments. Evaluators do not interrupt instruction, but may briefly talk to students or teachers at opportune moments.

**Interviews**

The school evaluation team will conduct interviews with a number of school stakeholders. Interviews typically take 45-60 minutes. In addition, the Institute may choose to cancel an interview noted in the schedule if team members believe they have gathered sufficient related evidence. In the event that team members would like to add an interview, the team lead will work with the school leader to find a mutually suitable time.

* **School Leader Interview.** At the beginning of the visit or during a pre-visit teleconference, the school leader(s) provides a general orientation to the school, indicating current priorities, immediate challenges, and program changes since the previous visit, as well as the reporting structure and roles of key personnel.
* **Teacher Interviews.**  These interviews primarily involve teachers from observed classes, though the team may schedule interviews with other teachers. As noted above, team members make every attempt to schedule interviews with teachers when they are not instructing students; however, the Institute may request coverage for a class so that a particular teacher can participate in an interview.
* **Administrator Interviews.** Generally, at the beginning of the visit, the Institute interviews other school leaders, besides the principal or head of school, such as the school’s special education coordinator, academic intervention coordinators or curriculum specialists. Evaluators may follow up with any of these school leaders later in the visit as additional questions or the need for clarification arise.
* **School Board Interview.** The board interview requires approximately 90 minutes and may occur at the school during the renewal visit or at the Institute’s Albany or New York City offices on a separate date from the school visit. As oversight is one of the major responsibilities of the board, the Institute anticipates that all board members will attend. The board interview primarily focuses on governance and the board’s plans for the future; it also includes discussions of school performance, legal compliance and fiscal soundness. While school leaders may be ex-officio, non-voting members of their school’s board, the Institute may ask them not to participate in a part of or all of the board interview.

**Debrief with School Leaders**

At the end of the renewal visit, the evaluation team typically generates preliminary conclusions based on the information collected during the visit and shares them with school leaders. Note that these conclusions are preliminary as the Institute conducts additional analysis of the evidence after the visit and incorporates review of additional evidence collected throughout the charter term. Participation by other school staff at this briefing is left to the discretion of the school leader; typically, senior school leaders attend and sometimes board members as well. The Institute does not discuss a specific renewal recommendation during this debrief.

### **AFTER THE RENEWAL VISIT**

**Renewal Recommendation Report**

After a renewal visit, the Institute develops a preliminary renewal recommendation taking into account the school’s Application for Charter Renewal, evidence collected during the renewal visit and previous evaluation visits as well as data on the school’s attainment of its Accountability Plan goals, governance, organizational and fiscal health. During this process, the Institute may request additional evidence or clarification from the school to be included in the school’s Application for Charter Renewal through the Request for Amendment process.

The Institute then produces a draft Renewal Recommendation Report that includes a summary of evidence supporting the preliminary renewal recommendation. Schools have an opportunity to provide factual corrections and to comment on the draft report. Please refer to the SUNY Renewal Policies for details about next steps in the event that the Institute’s recommendation in its draft report is for non-renewal.

The Institute incorporates the factual corrections and takes the school’s comments into consideration in generating a final report. The Institute then submits the final Renewal Recommendation Report to the SUNY Trustees with copies to the chair of the school’s board and the school leader. The Institute also posts the report on its website.

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**Renewal Visit Resources**

## SAMPLE RENEWAL VISIT SCHEDULE

The following table provides an overview of what a renewal visit looks like. Renewal visits typically consist of a visit team meeting with school leaders on an initial half-day. On the following full day, the academic members of the team conduct follow-up interviews with leaders and coordinators, observe classes and review documents; the legal and fiscal members of the team interview key staff and review documents on the full day. Please note that the Charter Schools Institute will work with the school leadership to create a specific schedule for the conduct of the actual renewal visit, including a board interview, typically conducted on a separate day following the visit.

|  |  |  |
| --- | --- | --- |
| **First (Half) Day** | | |
| **Time** | **Team Leader (Academic)** | **Academic Member** |
| 11:30–12:00 PM | Team arrives at school | |
| 12:00–1:00 PM | Document Review | |
| 1:00–2:00 PM | Classroom Observations | |
| 2:00 -3:00 | Staff Developer Interview | Teacher Interview |
| 4:00–5:00 PM | Document Review | |
| 5:00-6:00 | Academic Team Debrief | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Second (Full) Day** | | | | | |
| **Time** | **Team Leader (Academic)** | **Academic Member** | | **Legal Member** | **Fiscal Member** |
| 7:00–8:00 AM | Team arrives at school and morning meeting | | | | |
| 8:00–9:00 AM | School Leadership Interview | | | | Interview Director of Operations |
| 9:00–9:45 AM | Classroom Observations | Teacher  Interview | | Dean of Students Interview | Interview School Business Manager |
| 9:45-10:30 AM | Teacher Interview | Classroom Observations | | School Nurse Interview | School Leader Interview |
| 10:30-10:45 AM | Academic Team Debrief | | | Interview ELL Teacher | Off site |
| 10:45-11:30 AM | Classroom Observations | Document Review | |
| 11:30–12:00 PM | Document review | Teacher  Interview | | Document Review |
| 12:00–1:00 PM | Lunch; Mid-day Debrief | | | |
| 1:00–2:00 PM | Teacher  Interview | Special Education Coordinator Interview | | |
| 2:00 -2:30 | Classroom Observations | Director of Operations Interview | |
| 2:30–5:00 PM | Team debrief; Generating Benchmark Conclusions | | | |
| 5:00-6:00 | Reporting Benchmark Conclusions to School Leadership | | | |
| 6:00 PM | Team departs | | | |

**Renewal Visit Resources**

## The School Leader’s Responsibilities during the Renewal Process

The following checklist is designed to help school leaders adequately prepare for renewal visits conducted by the Charter Schools Institute.

**Four to Six Weeks Prior to the Renewal Visit**

* Share information with the school’s board, staff, students and parents regarding the school evaluation visit.
* Lead the school in preparing requested materials for the visit.

Submit the following documents:

* Staff Directory
* Teacher Roster & Certification (Template Included)
* Organization Chart
* Teacher Schedules (including subjects, times, locations, and explanatory key if unclear)
* Assessment List and Calendar
* Professional Development Calendar and Rationale
* Once documents are submitted, work with Team Leader to clarify any uncertainties Institute staff have regarding Pre-Visit Documents.

**Two Weeks before the Visit**

* Work with the Visit Team Leader to plan for the renewal visit, including the development of a schedule for the visit.

**One Week before the Visit**

* Speak with the Visit Team Leader by telephone to review and finalize the visit schedule and discuss school materials and documents.
* Secure a room that is both private and secure where the visit team may meet for discussions and leave materials without interruption during the course of the school evaluation visit.

**The Day before the Visit**

* Ensure that the requested material is available, organized and clearly labeled in the team’s private meeting space.
* Map of School
* Supporting Curriculum Documents ( e.g., curriculum maps, scope and sequences)
* Copies of Lesson Plans (for day(s) of the visit)
* Assessment Documents (e.g., sample assessments, data collection and analysis systems)
* Student Work (writing samples from various grade levels)
* Professional Development Calendar and Agendas
* Evaluations (teachers, administrators, school leaders, board, management company/organization, partner organizations)

Please be prepared to provide additional documents based upon the visit team’s review of materials.

* Inform teachers that they should have lesson plans, grade books and related documents, as well as artifacts of student work available for review. In addition, inform all teachers that the team may also visit their classes unannounced and request to speak to them.
* Make teachers aware that, because of the limited amount of time for the visit, the team may not be able to spend time in each class
* Finally, please ensure that teachers understand that the inspection team is not there to evaluate or provide feedback to each individual teacher and that staff names are not included in the school evaluation report.
* If necessary, inform custodians, security and other relevant personnel about the arrival and/or departure of the evaluation team before or after regular school hours.

**During the Visit**

* Provide names of, or preferably menus from, nearby restaurants that deliver. Please note that members of the visit team will pay for lunch; the school should not provide food or beverages for team members during the school evaluation visit.
* Ensure that the team’s meeting room remains private and all requested documents are available and clearly labeled. As needed, provide a power strip and/or extension cords to power laptop computers.
* Make yourself available to the team leader and other members of the team throughout the visit to ensure the inspection team has the chance to gather as much information about the school’s program and accomplishments as possible. Assist the team in securing data, information and documents as needs develop during the visit.
* Attend an end-of-visit meeting to listen to the team’s preliminary visit conclusions and discuss next steps in the evaluation process. It is left to the discretion of the school leader to decide which school stakeholders attend this meeting.

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**Renewal Visit Resources**

## Site Visit Conduct Guidelines for Renewal Team Members

The guiding principles for members of a renewal visit team are presented here as part of the Institute’s efforts to provide schools with as much detail as possible about the renewal visit process.

The standards highlighted below are designed to maintain the integrity of the renewal process as well as to demonstrate appropriate respect for school staff, students and community members.

The conduct guidelines are as follows:

* + The renewal visit is not an evaluation of individual teachers but rather an assessment of the school as a whole.
  + Team members provide evidence and insight into the merit of the school’s application for renewal.
  + The purpose of the visit is not to give directives or advice to the school.
  + Team members are not the decision makers; they do not determine the school’s renewal outcome.
  + Team members minimize intrusion during instruction and refrain from “hallway” talk that could be overheard by members of the school staff.
  + Schools are parts of communities, and as such, team members must be careful to ensure confidentiality when discussing the school in relation to the renewal visit, especially when, or if, outside of the renewal visit team meeting space.

Team members maintain the confidentiality of information obtained during the course of the school visit as follows:

* + Do not disclose the contents of the application for charter renewal until the application has been released by the Institute to the public, and thereafter, do not disclose any non-public portions of the application.
  + Do not discuss the evidence obtained during the visit or deliberations of the team until the Institute releases its recommendation to the public.
  + Do not disclose the contents of any student record.

In addition to the conduct guidelines for renewal team members, the Institute has also established the following practices to ensure that team members guard against conflicts of interest or the appearance of a conflict:

* + Prior to the renewal visit, each consultant (potential team member) must disclose to the Institute if s/he has previously worked for the school or its management partner or any other partner organization of the school. This includes work conducted as an individual consultant or work performed as part of a consulting firm team. (Note that this may disqualify a consultant from being on a particular renewal team.)
  + During the renewal visit, team members functioning as independent consultants cannot solicit business or accept work from the school, its management partner or any of its partner organizations.
  + After the renewal visit, for a period of six months from the release of the final renewal report, consultants cannot solicit business or accept work from the school, its management partner or any of its partner organizations.

# Frequently Asked Questions about Renewal

* + **General/Legal**: Sections 1 - 1.3
  + **Types of Renewal**: Sections 2 - 2.3
  + **Standards For Renewal**: Section 3 - 3.6
  + **The Renewal Process/Timing**: Sections 4 - 4.4
  + **Who Conducts the Renewal Visits?**: Sections 5 - 5.1
  + **Non-Renewal Process/School Closure**: Sections 6 - 6.3

1. **General/Legal**
   1. **Why does a charter school have to renew its charter?**

The Charter Schools Act (the “Act”) limits a charter to a maximum period of five years. Therefore, a school must seek renewal of its charter if it is to continue operating beyond that period. Because the charter is valid for a limited period and expires unless it is renewed, it is known as a “provisional charter.” The purpose of making charters provisional is to hold charter schools more accountable than district-run public schools, which are registered instead of chartered, do not face a high stakes renewal review and, therefore, are less accountable.

* 1. **Why does a charter school have to submit an application for renewal?**

The Act requires that charter schools submit an application. However, not everything that the Charter Schools Institute (the “Institute”) requires in the renewal application is required by the law.

In fact, the law requires only the following:

1. a report on the progress of the charter school in achieving the educational objectives set forth in its charter;
2. a detailed financial statement that discloses the cost of administration, instruction, and other spending categories for the charter school that allows a comparison of such costs to other schools, both public and private;
3. copies of each of the annual reports of the charter school, including the charter school report cards and certified financial statements; and
4. indications of parent and student satisfaction.

Nonetheless, the Act permits the State University Trustees to require additional information. In order to get the best sense of whether a charter school has lived up to its promises, the State University Trustees have determined that schools should submit a number of other documents as part of their application. In addition, the Institute typically conducts a renewal visit to schools that apply for renewal. The precise information required by the Institute is set forth in the renewal application.

* 1. **Is non-renewal different from revocation?**

Yes. As explained in more detail in answers to questions below, the standards for revocation and renewal are different.

A charter can only be revoked for specific violations or deficiencies. In terms of academic performance, for example, a charter can only be revoked if the school’s performance is so low that it would qualify as a school under registration review (SURR status) and there is no improvement thereafter for three straight years. This is clearly a low standard.

In contrast, in order for the State University Trustees to renew a charter, the school must show, among other things, that it is likely to improve student learning and achievement in the next charter period. Moreover, it is up to the sound discretion of the State University Trustees to determine how high to set the standard for renewal. As explained below, the standard for renewal is quite high, though consistent with the promises that charter applicants make when applying for their charter.

**Types of Renewal**

* 1. **Why are there different types of renewal such as Short-Term Renewal, Early Renewal and so forth?**

The State University Trustees have determined that there should be different kinds of renewal to best address the fact that there are different points in a school’s organizational life and that charters are issued at different times of the year (which often do not correspond with a school year). The varying renewal types also allow for a more nuanced review than would be possible under a system in which there was only one renewal option available.

* 1. **What are the different types of renewal?**

The different types of renewal that are available—as well as an overview of which type of renewal a school should seek and when—are detailed in the *Practices, Policies and Procedures for the Renewal of Charter Schools Authorized by the State University Board of Trustees* (the *“*SUNY Renewal Policies”) available at: [www.newyorkcharters.org/documents/](http://www.newyorkcharters.org/documents/renewalPractices.doc) renewalPractices.doc. Detail on each type of renewal is contained in the application, but generally, the types of renewal are:

**Short-Term Renewal**

* + - This is a renewal for less than five years. While the length can vary, a Short-Term Renewal is typically awarded for three years. The State University Trustees may grant this type of renewal when a school has had a mixed record of achieving its Accountability Plan goals (based on, among other things, students’ test scores) during its initial charter period and there are indicators that the school is likely to achieve them in the future.

**Full-Term Renewal**

* + - This is a renewal for the full-term of five years. It is available to schools that have a demonstrated track record of success in meeting their Accountability Plan goals during the previous charter period, including a strong record of student achievement on standardized tests.

**Early Renewal (available during subsequent renewal periods only)**

* + - This type of renewal is for schools that have previously received a Full-Term Renewal and have maintained a highly successful track record of student achievement. Early Renewal is a reward for excellence, and only excellent schools should consider applying for it.

**Renewal with Conditions**

* + - Where a school has a material deficiency organizationally, legally, financially—but otherwise deserves to be renewed—the State

University Trustees have the option of granting the renewal but imposing specific conditions that would bring the school quickly into compliance or erase the deficiency at issue. Renewal with Conditions may be linked with any other type of renewal – for example, Short- Term Renewal with Conditions.

* 1. **Are there different standards and types of renewal available for schools that are being renewed for the first time as opposed to schools undergoing subsequent renewal reviews?**

Yes. Schools which come to renewal for the first time often come to renewal with limited or ambiguous data, especially regarding student achievement. At most, a school will have four years worth of test data, but often schools have less data; schools coming to renewal having started with just a kindergarten or a first grade may have state test data for only one or two years. Moreover, a school in its first charter term undergoes the considerable difficulties associated with opening the school, establishing a school culture and all the systems that are necessary to run a great school.

Therefore, the State University Trustees, during the initial renewal review look not only at test score data to judge the excellence of the academic program—and ultimately whether the school will improve student learning and achievement during the next charter period—but also at how the program is doing on the ground at the time of the renewal visit. If it is doing well, and the State University Trustees can say with confidence that the school, with additional time, will meet or come close to meeting the academic goals in its Accountability Plan, it may be awarded a Short-Term Renewal despite mixed or ambiguous assessment data.

In contrast, charter schools that have already been renewed come to renewal with a much more extensive track record including data from the school’s fifth year of operation that was not taken into account in the initial renewal. As a result, the State University Trustees do not spend nearly the same amount of time and effort looking at how the educational program is

doing at the time of the renewal visit, but rather the outcomes of the educational program, meaning its track record of bringing students to standards and keeping them there. For the same reasons, the State University Trustees do not anticipate that any school which has been previously renewed will be eligible for a Short-Term Renewal including those schools that were earlier awarded a Short-Term Renewal.

1. **Standards for Renewal**
   1. **What standard do the State University Trustees apply to applications for charter renewal?**

The minimum standards that the State University Trustees are legally required to apply are those provided by the Act, which requires that in renewal—just as with the original application for a charter—the State University Trustees must find:

1. the charter school described in the application meets the requirements set out in [Article 56 of the Education Law] and all other applicable laws, rules and regulations;
2. the applicant can demonstrate the ability to operate the school in an educationally and fiscally sound manner;
3. granting the application is likely to improve student learning and achievement and materially further the purposes set out in [Education Law subdivision 2850(2)]; and
4. in a school district where the total enrollment of resident students attending charter schools in the base year is greater than five percent of the total public school enrollment of the school district in the base year (i) granting the application would have a significant educational benefit to the students expected to attend the proposed charter school or (ii) the school district in which the charter school will be located consents to such application.

As is common in a piece of legislation, the standards that the Act sets forth are quite general; they leave to a charter authorizer, such as the State University Trustees, the difficult task of determining whether a school will improve student learning and achievement during the next charter period and what evidence a school should present to show that it will be educationally and fiscally sound. Moreover, the standards in the Act are the *minimum* that the State University Trustees must find. The Act leaves to the State University Trustees the sound discretion to determine how high a standard at renewal there should be.

**3.2. If the legal standards are general, and at the minimum, what standards do the State University Trustees actually use?**

The standards that the State University Trustees use are those that are set forth in detail in the State University Renewal Practices and summarized briefly here. First, the State University Trustees emphasize that all renewed charter schools show at least some record of improving student academic achievement based on students’ test scores, primarily on state-mandated tests.

How much improvement is required very much depends on the kind of renewal that the school is seeking and/or is awarded. As the SUNY Renewal Policies lay out, a school that seeks a Short-Term Renewal need not have as strong a record of student achievement as a school that seeks a Full-Term Renewal; indeed its evidence in this regard can be limited and ambiguous. However, a school that does not have a strong record of student achievement based on students’ performance on standardized tests must be able to demonstrate that the educational program and organizational structures that are in place at the time of renewal are effective and likely to lead to the school meeting its Accountability Plan goals, even to be eligible for Short-Term Renewal.

Second, some tests matter more than others. In particular, students’ collective performance on the state mandated tests in English Language Arts and mathematics are probably the single most important indicators of a school’s academic success.

In addition to standards regarding the educational program, the State University Trustees also require schools to show in detail that they have been and continue to be financially and organizationally sound and viable as well as generally and substantially in compliance with applicable law.

More specifically, in terms of academic performance, the standards that a school must meet are laid out in the SUNY Renewal Policies and as such will not be recapitulated here. However, a school is responsible for meeting the performance goals it set forth in its Accountability Plan. The Accountability Plan itself provides specific measures of student achievement, e.g., the school will outperform the district in which it is located; 75 percent of the students who have been at the school for two or more years will be proficient as measured by the state’s mandated assessments. The State University Trustees require that schools meet or come close to meeting the goals in the Accountability Plan and look at the specific measures in the Plan to see if they have done so.

* 1. **Where do the State University Renewal Benchmarks come in?**

The State University of New York Charter Renewal Benchmarks (the “SUNY Renewal Benchmarks”) (available at: [www.newyorkcharters.org/](http://www.newyorkcharters.org/documents/renewalBenchmarks.doc) documents/renewalBenchmarks.doc) are a set of standards that the State University Trustees use to evaluate a school, not only on its academic performance but on its organizational, legal and fiscal performance as well. In addition, they contain standards for how well thought out and realistic the school’s plans are for the next charter period.

The SUNY Renewal Benchmarks are detailed and comprehensive. However, it is important to remember that the State University Trustees do not use the benchmarks as a tally system under which a school must meet a set number of benchmarks in order to be renewed. While the SUNY Renewal Benchmarks certainly are standards that the State University Trustees expect a school to meet, the State University Trustees know that almost no school will meet all of them and does not expect schools to do so.

Rather, the SUNY Renewal Benchmarks are meant to be goals for schools to meet and to provide more specific detail as to what the Institute is looking for in regard to, for example, sound board oversight. In turn they help the Institute to focus its evidence-gathering so that it can provide a more comprehensive and in-depth look at a school’s strengths and deficiencies. Having done so, the State University Trustees can make the more general findings that the Act requires—and have a sound basis for those findings.

* 1. **How do the SUNY Renewal Benchmarks fit with the goals and measures in the Accountability Plan?**

The SUNY Renewal Benchmarks incorporate the goals that are in the Accountability Plan. Thus, SUNY Renewal Benchmark 1.A asks whether the school has met or come close to meeting its Accountability Plan goals.

* 1. **Are the SUNY Renewal Benchmarks used in the same way for all types of renewal reviews?**

No. As explained in the SUNY Renewal Policies and the introduction to the SUNY Renewal Benchmarks, not all the benchmarks are used in the same way in every kind of renewal review. Specifically, those benchmarks which look at a school’s educational program qualitatively (meaning, how effective is the educational program at the time of the renewal inspection visit) are generally given less weight during subsequent renewal reviews. Instead, the State University Trustees give greater weight to the school’s record of student achievement as measured through students’ accumulated record of performance on standardized assessments.

* 1. **How do the four questions in the renewal application fit in?**

The application for renewal consists of four questions that the school must answer:

* + 1. Is the school an academic success?
    2. Is the school an effective, viable organization?
    3. Is the school fiscally sound?
    4. If the school’s charter is renewed, what are its plans for the term of the next charter period, and are they reasonable, feasible and achievable?

In answering these questions, with reference to the SUNY Renewal Benchmarks, a school provides much of the evidence that the Institute looks for in determining whether a school has met the standard for renewal.

1. **The Renewal Process/Timing**
   1. **When does a school apply for renewal?**

When a school applies for renewal depends on what kind of renewal it is seeking.

If a school is seeking either Full-Term or Short-Term Renewal, it should plan to submit its application for renewal on August 15th of the school’s fifth year of operation if it is in its initial charter cycle. If the school is in a subsequent cycle, it should plan on submitting its application for renewal by August 15th of the last year of the current charter. For instance, if a school received a Short-Term Renewal for three years (and had not taken a planning year), it would submit its application for a subsequent renewal in its eighth year of operation, i.e., the last year of the current charter.

Finally, schools applying for Early Renewal (only available in subsequent renewal periods) should plan on submitting their application, at the earliest, on August 15th of the start of their ninth school year of operation and no later than April of that year.

* 1. **What does the renewal process look like?**

The renewal process is explained in numerous documents in the Renewal Handbook, including the SUNY Renewal Policies; we urge schools to review the various resources that are available. Without being comprehensive, the main elements of the process are as follows:

* + - a school submits its renewal application;
    - the Institute reviews the application and other data in its files;
    - the Institute conducts a renewal inspection visit and provides preliminary feedback to the school at the end of that visit;
    - the Institute prepares a written report in draft form that contains a preliminary recommendation;
    - the draft report is sent to the school for its factual comment;
    - where the Institute’s preliminary recommendation is for Non- Renewal, the Institute will provide the school with an opportunity to present evidence opposing the recommendation to the Institute;
    - the Institute, after reviewing the school’s factual corrections, comments and/or suggested corrections to the draft report and incorporating any changes it deems advisable, will issue a final report and recommendation;
    - the Institute forwards this final report and recommendation to the State University Trustees’ Charter Schools Committee (“Charter Schools Committee”) and the school. The Institute takes appropriate steps to ensure that the school disseminates the recommendation of the Institute to the parents of students at the school;
    - at its discretion, the Charter Schools Committee acts on the school’s renewal application and the Institute’s recommendation and report;
    - where the Charter Schools Committee takes action – whether to renew a school for any term or not to renew a school, the Committee undertakes the action on behalf of the State University Trustees, and shall be final. No appeal from that decision may be taken to the full Board of Trustees of the State University;
    - where the Institute’s final recommendation is for Non-Renewal, the school can petition the Charter Schools Committee to present documentary evidence and/or legal argument in opposition to the recommendation as well as to appear before the Committee;
    - in this case, the Charter Schools Committee has sole discretion to grant that petition and determine whether or not the school may submit evidence in writing or orally (or both);
    - if either the Charter Schools Committee acts to renew a school for any term, the school will enter into a proposed renewal charter and the Board of Regents will be given the opportunity to review and approve or comment on the proposed charter. Thereafter, the proposed renewal charter may be approved by the Board of Regents, or by operation of law after further action by the Charter Schools Committee; and
    - Non-Renewal decisions of the State University Trustees are final.
  1. **Is the renewal visit an important part of the renewal process?**
     + Absolutely, especially in the initial renewal review when a charter school is seeking Full-Term or Short-Term Renewal. While the Institute uses data gathered from prior end-of-year evaluations, it gathers most of its data regarding the strength of the educational program at the time of the renewal visit using the Qualitative Academic Program Benchmarks, (Benchmarks 1.B-1.H) (“Qualitative Education Benchmarks,” a subset of the SUNY Renewal Benchmarks). The visit also provides an opportunity to review the strength of the school’s board of trustees, and an opportunity to review fiscal and legal soundness.
     + While the emphasis on the visit diminishes to some degree in subsequent renewal application cycles (because the evidence of academic performance largely focuses on the school’s record of student achievement on standardized assessments or, as in the case of high schools, otherwise meeting its Accountability Plan academic goals), it still remains very important. In particular, the Institute places great weight on its interviews with the school leadership and board in determining the school’s organizational effectiveness and viability.
     + To assist all stakeholders in better understanding the renewal visit, its function, how to make the most of it, etc., the Renewal Handbook contains a variety of documents and tools for schools to use and to share with teachers, parents and community members.

1. **Who conducts the renewal visits?**
   * + The renewal visits are conducted by teams of inspectors. The lead inspector or visitor is always a member of the Institute’s staff. Other members of the team may either be Institute staff or consultants that the Institute has retained. These consultants have experience in conducting program evaluation reviews and the Institute provides them with training prior to the renewal visit regarding its standards, procedures and the conduct expected of all inspection team members.
2. **Non-Renewal Process/School Closure**
   1. **What happens if the Charter Schools Institute recommends Non- Renewal of a school’s charter?**
      * In cases where a school has not met the goals in its Accountability Plan and the Institute finds that with more time the school will likely still not meet or come close to meeting its academic goals, the Institute will recommend Non- Renewal of the school’s charter.
      * In that event, the Institute will likely recommend that the State University Trustees approve only so much of the renewal application as is consistent with the school’s original (or prior) charter agreement, which will allow the school to operate through the end of the current school year. The school will then have to cease operations, including the termination of any summer school program, and proceed to wind up its affairs. The school’s board of trustees can then proceed to dissolve its education corporation.
   2. **What happens when the State University Trustees close a school?**
      * After the State University Trustees’ Charter Schools Committee takes final action with respect to school closure and Non-Renewal, the school must follow the closure and dissolution provisions in its Charter and the Education Law including a Closure Plan that the Institute will provide.
      * The Institute will likely ask that the school establish a reserve fund in the amount of $75,000 to cover the legal and audit fees associated with school closure and corporate dissolution.
      * The Institute will develop a Closure Plan that will detail the broad actions the school must take with respect to student records, finances, dissolution procedures and final charter revocation. The school’s board of trustees will still control the school’s education corporation and must perform many functions, more so than when the school was instructing students.
      * Some key topics covered by the Closure Plan include: payment of employees through the end of the school year including any wages deducted that were to be paid over the summer months; inventory and liquidation of school assets; transfer of all student academic and health records to the school district of location; payment of creditors; conveying of mortgaged assets, assets in which there is a security interest or assets subject to restrictive gifts; and final audits. See the response above to question 6.1.
      * If the school has remaining assets after satisfying creditors, a proceeding in New York State Supreme Court will be necessary to dispose of those assets.
   3. **If there are assets or money left after a charter school closure who receives it?**
      * Each provisional charter (certificate of incorporation), which are issued by the Board of Regents, indicates the entities that will receive leftover assets, including unused funds.
      * The Act specifies that such assets will go to either a charter school in the same school district as the charter school’s district of location or to the district itself. For this purpose, all schools in New York City are considered to be part of the same district. A proceeding in New York State Supreme Court would determine the final disposition of the assets.

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**Appendix:** **Application for Charter Renewal**

This Application for Charter Renewal is available on the Institute’s website at: [www.newyorkcharters.org/schoolsRenewApp.htm](http://www.newyorkcharters.org/schoolsRenewApp.htm).



**Application for Charter Renewal**

*For Charter Schools Authorized by   
the Board of Trustees of the State University of New York*



**Updated: June 2014**

SUNY Charter Schools Institute

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**About this Application**

SUNY authorized charter school education corporations use this form to apply for charter renewal (Initial or Subsequent). Education corporations applying for charter extensions (to finish a school year or offset planning years taken) should not use this form; contact the Institute for extension requests.

#### To provide schools with an opportunity to demonstrate success and earn renewal, the Application for Charter Renewal requires schools to answer the following questions using specific evidence detailed below.

1. Is the school an academic success?
2. Is the school an effective, viable organization?
3. Is the education corporation fiscally sound?
4. If the SUNY Trustees renew the education corporation’s authority to operate the school, what are the education corporation’s plans for the school for the next charter term, and are they reasonable, feasible and achievable?

For additional information regarding the renewal criteria for SUNY authorized charter schools, please refer to the *Policies for the Renewal of Not-for-Profit Charter School Education Corporations and Charter Schools Authorized by the State University of New York Board of Trustees* (the “SUNY Renewal Policies”)*.[[11]](#footnote-11)*

**This Application for Charter Renewal is available on the Institute’s website at:** [**www.newyorkcharters.org/schoolsRenewOverview.htm**](http://www.newyorkcharters.org/schoolsRenewOverview.htm)**.**

**The Institute will post all updates/modifications to this document online.**

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**Please contact the Institute with any questions about the Application for Charter Renewal.**

SUNY Charter Schools Institute

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# 

# Introduction

The charter renewal process is central to the autonomy for accountability bargain that serves as the foundation for the New York Charter Schools Act of 1998 (as amended, the “Act”) and the high standards and expectations of the Board of Trustees of the State University of New York (the “SUNY Trustees”). As such, the SUNY Trustees do not automatically grant charter renewal; a school must demonstrate that it has earned it. An Application for Charter Renewal is the means by which an education corporation makes its case for charter renewal or renewal of its authority to operate a school for an additional charter term. In order to make a compelling case for renewal, the education corporation must present clear and concise evidence of its attainment of the State University of New York Charter Renewal Benchmarks (the “SUNY Renewal Benchmarks”).[[12]](#footnote-12)

Consistent with the *SUNY Renewal Policies*, the SUNY Charter Schools Institute (the “Institute”) conducts renewal reviews, including an on-site evaluation visit, near the end of each school’s charter term. Unlike regular school evaluation visits, which focus mainly on the school’s academic program and organizational capacity, renewal reviews address all of the SUNY Renewal Benchmarks. All of the following forms the basis of the Institute’s Renewal Recommendation to the SUNY Trustees:

* evidence collected during the renewal review process;
* student performance data throughout the Accountability Period and even from prior periods;
* information submitted by the school; and,
* information in Institute files and obtained from previous visits.

The Charter Schools Committee of the SUNY Trustees (the “Committee”) makes all final charter renewal decisions.

**Renewal Types**

*Initial Renewal*

The *SUNY Renewal Policies* define three potential outcomes for SUNY authorized charter schools coming to renewal for the first time: Full-Term Renewal (five years); Short-Term Renewal (typically three years); or, Non-Renewal (closure). During the fifth year of a school’s initial charter term, the Institute makes a renewal recommendation to the SUNY Trustees based on the extent to which the school has met, or come close to meeting, its academic Accountability Plan goals, has in place an effective educational program as assessed using SUNY’s Qualitative Education Benchmarks(a subset of the SUNY Renewal Benchmarks) and has met all other benchmarks related to governance, compliance and fiscal soundness.

A school applying for Initial Renewal should weigh carefully whether it has the track record of success necessary to meet the criteria for renewal. Boards should review the *SUNY Renewal Policies*, examine data analyses and other reports provided by school leadership, and review communications from the Institute regarding the school’s performance against its Accountability Plan goals and measures prior to submitting an application.

*Subsequent Renewal*

The *SUNY Renewal Policies* define two potential outcomes for SUNY authorized charter schools that have already been renewed at least one time: Full-Term Renewal (five years) or Non-Renewal (closure). The *SUNY Renewal Policies* specifically do not provide a Short-Term Renewal outcome for schools in subsequent charter terms. When making recommendations regarding subsequent charter renewals, the Institute relies most heavily on student achievement data and schools’ performance against Accountability Plan goals as the standard for all schools to meet or come close to meeting those goals.

**Required Findings**

In addition to making a recommendation based on a determination of whether the school has met the SUNY Trustees’ specific renewal criteria, the Institute must make the following findings required by the Act:

* the school, as described in the Application for Charter Renewal, meets the requirements of the Act and all other applicable laws, rules and regulations;
* the charter school education corporation can demonstrate the ability to operate the school in an educationally and fiscally sound manner in the next charter term; and,
* given the programs it will offer, its structure and its purpose, approving the education corporation’s authority to operate the school in a subsequent charter term is likely to improve student learning and achievement and materially further the purposes of the Act.[[13]](#footnote-13)

As required by Education Law § 2851(4)(e), a school must include in its renewal application information regarding the efforts it has, and will, put in place to meet or exceed SUNY’s enrollment and retention targets for students with disabilities, English language learners (“ELLs”), and students who are eligible applicants for the federal Free and Reduced Price Lunch (“FRPL”) program.

**Renewal Recommendations**

The Institute makes renewal recommendations based on a variety of evidence gathered and analyzed over the course of a charter term. This evidence includes schools’ Applications for Charter Renewal and schools’ record in meeting or posting positive trends toward meeting Accountability Plan goals as well as evidence of the strength and effectiveness of the academic program in place as assessed by the Qualitative Education Benchmarks during on-site evaluations conducted throughout the charter term and renewal visits conducted near the end of schools’ charter terms.

The Institute uses the following four interconnected questions for framing its renewal reviews and to determine if a school has made an adequate case for renewal:

1. Is the school an academic success?
2. Is the school an effective, viable organization?
3. Is the education corporation fiscally sound?
4. If the Trustees renew the education corporation’s authority to operate the school, what are the education corporation’s plans for the school for the next charter term, and are they reasonable, feasible and achievable?

# Renewal Process and General Timeline

| **Phase** | **Description** | | **Approximate Timeline** |
| --- | --- | --- | --- |
| Submission of the Application for Charter Renewal | | A school submits its Application for Charter Renewal to the Institute.  The deadline for receipt of all application materials for schools coming to renewal is 5 p.m. on August 15th. If the submission date falls on a Saturday or Sunday, the application is due on the next business day.  Note: If results of the New York State assessments from the most recently completed school year are not available by the application deadline, the Institute requires that K-8 schools submit a revised response to Renewal Question #1: Is the School an Academic Success? within 30 days of the Commissioner of Education’s official statewide release of English language arts (“ELA”) and math assessment results. Similarly, schools with high school Accountability Plan goals must submit their revised Renewal Question #1 by September 15th. | August 15th |
| Opportunity for Public Comment | | Pursuant to the Act, within 30 days of receipt of a renewal application, the Institute notifies the school district of location and public and private schools in the same geographic area about receiving the application, when the SUNY Trustees may act on it, and the district’s obligation to hold a public hearing. The Institute invites and considers written comments and forwards school district comments to the SUNY Trustees and, if the application is approved, to the Board of Regents. In some cases, the Institute may ask the school to respond to such comments.  Within 30 days of the above notice, the school district of location holds a hearing in, and solicits comments from, the “community potentially impacted by the charter school.” The failure of a school district (or the Board of Regents) to hold a hearing will not prevent the issuance of a renewal charter. | August-October |
| Application Review | | The Institute reviews the application as well as the existing data and records in its files collected on the school over the life of the charter. | August-November |
| Application Revision  (Request for Amendment Process) | | The Institute incorporates parts of the application into the charter of the next charter term if the SUNY Trustees grant renewal.  The Institute may ask for amendments to parts of the application, some of which may be required by statute.  The Institute may also request amendments prior to, or after, it submits the application to the State Education Department for review by the Board of Regents. | August-April |
| Renewal  Visit[[14]](#footnote-14) | | The Institute conducts a site visit to the school, during which it observes instruction, conducts interviews and reviews documentary evidence including information relating to academic achievement, curriculum, pedagogy, internal assessment, board governance, and fiscal and legal compliance. The Institute conducts an interview of the school’s board of trustees on a separate date.  During or after the renewal visit, the Institute may require additional documentation and other evidence where necessary and appropriate. The Institute may also conduct follow-up visits where it deems necessary. | September-December |
| DRAFT Renewal Recommendation Report | | Based upon the totality of information and evidence collected over the course of the charter term—including the application for renewal, previous evaluation visits and the renewal visit, as well as other pertinent information—the Institute produces a draft report of its findings which contains a preliminary renewal recommendation.  The Institute shares the draft report with the school and invites factual corrections to ensure accuracy. Where appropriate, the Institute may require the school to provide additional information and documentation.  Where the Institute makes a preliminary recommendation of non-renewal, it provides the school with an opportunity to provide written comments in opposition to the recommendation. In addition, the Institute offers the school an opportunity to have Institute staff appear at the school to listen to a presentation of evidence in opposition to the preliminary non-renewal recommendation. | December-  February |
| Final Renewal Recommendation Report | | Based on the evidence it has compiled and analyzed, including any evidence in opposition to a preliminary non-renewal recommendation, the Institute prepares its final recommendation report for the Committee.  The Institute sends the final report to the Committee and the school, and provides the Committee with any comments from the district of location.  The school must distribute the final Institute report to the school community. **Where the Institute’s renewal report recommends non-renewal, the school may petition the Committee for an opportunity to make its case in opposition to the recommendation.**  If the Committee grants a petition, the school may present documentary evidence as well as legal argument. The Committee determines the form, time, manner and place, and other specifics of the petition. | January-March |
| Action of Charter Schools Committee of the SUNY Trustees | | **The Committee votes to renew or not renew a school. The Committee acts on behalf of the full SUNY Board of Trustees and its action is final. Education corporations may not appeal the Committee’s decision.** | January-March |
| Action of Board of Regents | | The Institute sends a proposed renewal charter, which includes the renewal application, to the education corporation for signature and then forwards it to the Board of Regents for action (consisting of either approval or return to the SUNY Trustees for further consideration). The Board of Regents has 90 days to review the proposed renewal charter.  If the Board of Regents returns the proposed renewal charter, the Committee, on behalf of the SUNY Trustees, may either resubmit the proposed charter (with or without modification) or abandon the proposed charter. The education corporation must agree to any modification in writing.  If the Committee resubmits the proposed renewal charter, the Board of Regents has 30 days in which to act. If the Board of Regents does not vote to approve the resubmitted charter, the charter will still be deemed approved and the renewal charter will be issued by operation of law on the 31st day.  If the Institute recommends or the Committee votes to abandon the proposed renewal charter, the education corporation will be permitted to petition the Committee to overturn the recommendation or vote. | Within 90 days of Submission by the Institute |

1. **Incorporating by Reference**

An education corporation may submit some Responses and Exhibits required in the Application for Charter Renewal by reference to the Terms of Operation of the existing charter agreement[[15]](#footnote-15) between SUNY and the same not-for-profit education corporation instead of providing a full response to each request and reproducing information already in Institute files.

Education corporations must use the Application Checklist below to indicate the submission status of all required components. An Application for Charter Renewal is incomplete until the education corporation provides ALL required Responses and Exhibits, either by submitting new material or incorporating by reference. Note that education corporations **cannot** incorporate by reference all components of the Application for Charter Renewal. The checklist indicates which components require submission of original material. Also, anything incorporated by reference must be in electronic form.

# Formatting and Submitting Applications

An education corporation must submit all required information as either a “Response” or an “Exhibit.” Responses generally comprise the school’s documentary evidence of success in the current charter term, while Exhibits generally provide information to be incorporated into a new charter agreement should the SUNY Trustees approve the Application for Charter Renewal.

**Submitting the Application**

Education corporations may submit applications in one of two ways:

**Option 1:** Submit two (2) electronic copies of the entire application on separate flash-drives or separate CDs as detailed in the Submitting the Electronic Copy section below. Education corporations who choose to submit through this method must submit hard copies of the Transmittal Form and assurances statement with original board chair/designee signatures along with the flash-drives or CDs.

Please note that each electronic copy must be identical if submitting flash-drives or CDs through Option 1.

**Option 2:** Submit the proposal via Dropbox. In order to use this option, education corporations must:

* contact the Institute by August 1, 2014, and inform the Institute that the proposals will arrive via Dropbox, at which point Institute staff will create a Dropbox folder;
* submit all electronic files to the Dropbox folder by 5:00 p.m. Eastern Standard Time on August 15, 2014; and,
* mail signed Transmittal Form and assurances statement with original board chair/designee signatures to the Institute at the following address.

SUNY Charter Schools Institute  
41 State St., Suite 700  
Albany, NY 12207

The Institute must receive the Transmittal Form by August 22, 2014.

A paper copy of the full application is not necessary. Regardless of which option used to submit a proposal, the inclusion of one or more files that the Institute determines are inaccessible (i.e., Institute staff are unable to open or read the file(s)) may result in the finding that the application is incomplete. Upon review of electronic submissions and at its discretion, the Institute may request a paper copy to clarify formatting and other issues.

**Electronic Formatting**

* Each electronic copy of the application (two (2) in total if submitting under Option 1 or a single set of files in a Dropbox folder if submitting under Option 2) shall consist of files containing each individual Response or Exhibit.
* Each electronic copy of the application should be submitted on separate CD-ROMs/flash drives (Option 1) or within a Dropbox folder (Option 2) as follows:
* Create a folder on the CD-ROM/flash drive or Dropbox folder called [School Name] Renewal Application.
* Within that folder, create one sub-folder for *Responses* and one sub-folder for *Exhibits.*
* Save individual files for each Response and Exhibit within the appropriate sub-folder. Name the files as indicated throughout the application.
* Acceptable electronic formats for the saved files are Microsoft Word®, Microsoft Excel® or Adobe Acrobat® only. Adobe Acrobat® files are only acceptable when scanning documents is necessary. When scanned files are submitted in Adobe Acrobat® format, they should be OCR’d (Optical Character Recognition) and Optimized to reduce the file size.

Please contact the Institute at 518-445-4250 with any questions about electronic formatting requirements.

# Application for Charter Renewal[[16]](#footnote-16)

## A. TRANSMITTAL FORM

**Name of Charter School**:

**School Board Certification Statement:**

(to be signed by chairperson of the education corporation board or his/her designee):

*I hereby certify that the information submitted in this Application for Renewal is true to the best of my knowledge and belief; that the education corporation’s board of trustees has reviewed this application; and that, if awarded a renewal charter, the school shall operate in a manner consistent with the description outlined in the Application for Renewal.*

Signature of Chair of Education Corporation Board of Trustees (or designated signatory authority):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print/Type Name:       Title (if designated):       Date:

**Contact Information:**

Contact Name:       Title:

Mailing Address:

Telephone:       Facsimile:       E-mail:

Management Company (if any):       Management Company Phone #:

Primary Contact at Management Company:       Email address:

Partner Organization Name (if any):       Partner Organization Phone #:

Primary Contact at Partner Organization:       Email address:

**School Summary:**

Grades to be served in the term of the next charter:

Total proposed enrollment: first year of renewal charter term:      ; last year of renewal charter term:

From which districts will the school likely draw students?:

## B. APPLICATION CHECKLIST

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **A** | | | **B** | | | **C** |
|  | **Are you incorporating this response by reference?** | | | **Referenced Charter Information** | | | **Specific response, attachment, or exhibit incorporated by reference  (Example: Response 13(e) – Bylaws)** |
| **Response** | **No** | **Yes, with no revisions** | **Yes, with minor revisions** | **School Name** | **Charter Approval Date** | **Most recent material revision date, if applicable** |
| **A. Transmittal Form** | *All applications must include these Responses.* | | | | | | |
| **B. Application Checklist** |
| **C. Executive Summary** |
| **D(1)a. Accountability Plan Progress Report** |
| **D(1)b. Annual Reports** |  |  |  |  |  |  |  |
| **D(2)a. Parent Satisfaction** | *All applications must include these Responses.* | | | | | | |
| **D(2)b. Contact Information** |
| **D(2)c(1-12). Policies and Procedures** |  |  |  |  |  |  |  |
| **D(2)d. Assurances** |  |  |  |  |  |  |  |
| **D(3)a. Financial Statement** | *All applications must include this Response.* | | |  |  |  |  |
| **D(3)b. Fiscal Policies and Procedures** |  |  |  |  |  |  |  |
| **D(3)c. Miscellaneous Financial Documents** |  |  |  |  |  |  |  |
| **D(4)a. Educational Program** |  |  |  |  |  |  |  |
| **D(4)b. Governance Structure** |  |  |  |  |  |  |  |
| **D(4)c. Fiscal Plan** | *All applications must include these Responses.* | | | | | | |
| **D(5)d. Facility Plan** |
| **E. Supplemental Information** | *Optional* | | | | | | |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **A** | | | | **B** | | | **C** |
|  | **Are you incorporating this response by reference?** | | | | **Referenced Charter Information** | | | **Specific response, attachment, or exhibit incorporated by reference  (Example: Response 13(e) – Bylaws)** |
| **Exhibit** | **No** | **Yes, with no revisions** | **Yes, with minor revisions** | | **School Name** | **Charter Approval Date** | **Most recent material revision date, if applicable** |
| **A. Mission Statement** |  |  |  | |  |  |  |  |
| **B. Key Design Elements** |  |  |  | |  |  |  |  |
| **C. Enrollment Chart** | *All applications must include this Exhibit.* | | | |  |  |  |  |
| **D. School Calendar and Daily Schedule** |  | |  |  |  |  |  |  |
| **E. Staffing Plan** | *All applications must include this Exhibit.* | | | |  |  |  |  |
| **F. Accountability Plan** |  | |  |  |  |  |  |  |
| **G. Enrollment and Retention Plan** | *All applications must include this Exhibit.* | | | |  |  |  |  |
| **H. By-Laws** |  | |  |  |  |  |  |  |
| **I. Code of Ethics** |  | |  |  |  |  |  |  |
| **J. Management Company Contract** |  | |  |  |  |  |  |  |
| **K. Budget Projection** | *All applications must include this Exhibit.* | | | | |  |  |  |

## C. EXECUTIVE SUMMARY

Please note the following in preparing the Executive Summary:

* *As the Application for Charter Renewal looks both backwards and forwards, the Executive Summary should articulate how and to what extent the vision, design and implementation of the school’s current charter have proven effective in improving student achievement, and what changes, if any, the school envisions if the SUNY Trustees renew the charter.*
* *The Institute puts more weight on a discussion of the processes that the school took to remedy specific leadership, organizational or programmatic deficiencies, rather than simply promoting a claim of current school effectiveness. Such a discussion shows the resilience and depth of the organization and its ability to address future challenges. The description would further benefit from an explicit link between the organizational issues and student performance before the school undertook corrective action and the resulting change in performance.*
* *While the focus of the Executive Summary must be the school’s record of improving student learning and achievement, this section should cover all aspects of the school’s operation, e.g., governance, financial stability, plans for the next charter term.*
* *The Executive Summary must not exceed ten (10) pages in length.*

### D. RENEWAL QUESTIONS

### IS THE SCHOOL AN ACADEMIC SUCCESS?

*The Act requires that schools demonstrate the ability to improve student learning and achievement.*

* Accountability Plan. *The school’s application must include the annual Accountability Plan Progress Report indicating its progress in achieving the academic goals (and each of the specific measures) in its Accountability Plan.*
* *This response must be completed 30 days after the public release of the state’s grade 3-8 ELA and math exam results if later than August 15th or by September 15th if the school’s Accountability Plan includes high school goals.*
* *The Accountability Plan Progress Report must discuss the extent to which the school has met all required academic measures as well as any optional academic goals and measures included in its Accountability Plan. The presentation must broadly address the school’s progress toward meeting each goal, specifically linking measure attainment to each of the goals and to the educational program over the course of the Accountability Period.*
* Annual Reports. *The Act requires that a school submit as part of its renewal application each of its annual reports. As the Institute has these reports on file, a school need not re-submit them.*

Submit as:

Response D(1)a – Accountability Plan Progress Report

### 

### IS THE SCHOOL AN EFFECTIVE, VIABLE ORGANIZATION?

*In accordance with the Act, a school must demonstrate that it is an effective and viable organization. The Act specifically stipulates that indications of parent satisfaction must be included in an application for charter renewal.*

* Parent Satisfaction. *Please provide parent and student survey results or other verifiable data that attest to parent satisfaction with the school’s academic program. The school must demonstrate that it administered the surveys and analyzed results using generally accepted evaluation methods (including method of administration, time of year and adequate response rate). The Institute requires the submission of additional information regarding demand and persistence prior to the renewal visit.*
* Contact Information. *Please provide a flash drive with the parent names and addresses of all students enrolled in the school by grade to enable the Institute to communicate directly with families regarding the renewal process as necessary.*
* School Policies and Procedures. *Please provide the following current policies.*
  + - *Admissions/Enrollment Policy*
    - *Student Discipline (including Special Education Discipline Policy, if separate)*
    - *Dress Code (if any)*
    - *Student Retention/Promotion Policy*
    - *Complete Parent and/or Student Handbook (from the current academic year or similar*

*document. If any of the above policies are contained in full form in the handbook,*

*please indicate that and do not include the separate policy.)*

* *Complaint Policy (which should clearly articulate how to file a formal complaint alleging a violation of law or the charter and provide appropriate appeals information)*
* *Health services policy, including medication policy (even if those match district policies)*
* *Personnel policies and/or employee manual;*
* *Collective Bargaining Agreement(s), if applicable;*
* *Family Educational Rights and Privacy Act (“FERPA”) policies, annual notices and sample waiver form, if applicable. (See the FERPA guidance at* [*http://www.newyorkcharters.org/schoolsCompliOverview.htm*](http://www.newyorkcharters.org/schoolsCompliOverview.htm) *for more information.)*
* *Policies and procedures for implementing Section 504 of the federal Rehabilitation Act of 1973 to serve students with disabilities not covered by the Individuals with Disabilities Education Act (“IDEA”);*
* *Freedom of Information Law (“FOIL”) Notice ((which should, at a minimum, identify the records access officer and the records access appeals officer (and appropriate contact information for each), FOIL “regulations” information subject matter list, and a list of officers and employees (which should identify all personnel, including the board, along with their public office addresses and salaries)) (See the FOIL guidance at* [*http://www.newyorkcharters.org/schoolsCompliOverview.htm*](http://www.newyorkcharters.org/schoolsCompliOverview.htm) *for more information)*
* Assurances. *Provide a list of written assurances, signed by the school leader(s) and education corporation board chair, as indicated in Appendix B.*

Submit as:

Response D(2)a – Parent Satisfaction

Response D(2)b – Contact Information

Response D(2)c(1-12) – Policies

Response D(2)d - Assurances

**IS THE EDUCATION CORPORATION FISCALLY SOUND?**

*The Act requires an education corporation to demonstrate its ability to operate the school in a fiscally sound manner in a subsequent charter term.*

*Provide the following:*

* Financial statement for the most recently completed fiscal year*, including any management or advisory letters and corrective action plans*
* Fiscal policies and procedures documents
* Any miscellaneous financial documents *related to budgeting and long-range planning; internal controls; financial reporting; and financial condition*

Submit as:

Response D(3)a – Financial Statement

Response D(3)b – Fiscal Policies and Procedures

Response D(3)c – Miscellaneous

**IF THE SUNY TRUSTEES RENEW THE EDUCATION CORPORATION’S AUTHORITY TO OPERATE THE SCHOOL, WHAT ARE THE EDUCATION CORPORATION’S PLANS FOR THE SCHOOL FOR THE NEXT CHARTER TERM, AND ARE THEY REASONABLE, FEASIBLE AND ACHIEVABLE?**

Unlike other sections of the application, Question 4 focuses on the education corporation’s future plans rather than the outcomes achieved during the current charter term. In addition to a number of narrative *Responses*, the application requires submission of a series of *Renewal Charter Exhibits* that the Institute will incorporate into a new charter agreement should the SUNY Trustees approve the application. Generally, the main difference in substance between the narrative responses and the Renewal Charter Exhibits is that exhibits outline the “what” that the school will do if renewed; the narrative responses, on the other hand, provide the “why” and the “how.” Put together, these documents allow the Institute to determine if the school’s plans for the next charter term are “reasonable, feasible and achievable.”

Requirements for both types of submissions are set forth below.

**Responses**

*The nature and content of each response is likely to differ greatly depending on the degree of difference between the school’s current operations and its plans for the next charter term. Schools choosing not to change any elements of their current program or structure need only indicate such on the Application Checklist; whereas, schools choosing to make some changes must identify them and schools making significant changes must provide extensive documentation and detail. Examples of significant changes include, but are not limited to, offering new grades, expanding enrollment, moving locations, shifting the focus of the educational program, switching from a management company structure to self-management and adding a school level, e.g., adding a middle or high school.*

* Proposed Educational Program. *Provide an overview of the planned educational program.*

*For those schools seeking to make significant changes in one or more aspects of their*

*educational program, the narrative response must detail each of these changes, not only*

*stating the school’s planned change, but how and why as well. It is likely that in explaining*

*why it is seeking a change in the next charter term, the school’s experiences in the present*

*charter term will inform its response. It is also highly likely that the narrative response will*

*heavily cross-reference the relevant Renewal Charter Exhibits, including, perhaps, those*

*that are not directly related to the educational program.*

* Governance Structure. *The school must provide details on what plans, if any, the school has to ensure the sustainability of its success, (e.g., creating a recruitment committee on the education corporation’s board of trustees; providing a transition and training plan for the new board members).*

*For schools that are making material changes to their governance structure, the narrative response must focus on the reasons behind those changes, referencing where necessary any appropriate events and outcomes from the present charter term that are driving these proposed changes. The response must also indicate with clarity how and why those governance changes will allow for the kind of oversight that will result in satisfactory student achievement results.*

*Some schools filed their initial or renewal charter application “in conjunction with” an existing 501(c)(3) or other organization, yet that entity was not managing the school. Rather, and most often, it was assisting the school in other ways. Where a school did in fact partner with such an organization, it must discuss the status of the relationship, including whether it will continue in the next charter term and, if so, under what terms and parameters. Likewise, the school must indicate if the relationship is dissolving or will be dissolved. It is important for the school to note that this type of partnership is not equivalent to a partnership with an Educational Service Provider (“ESP”)/Charter Management Organization (“CMO”). As such, the information required with regard to ESP/CMO partnerships as set forth below is not required here.*

*Consistent with the school’s other narrative responses, where a school is making a significant change, for example, adding a middle school, the narrative response should discuss the governance challenges inherent in that transition.*

*If an ESP or CMO manages the school or the school or education corporation is associated with a group of schools that share services or have common governance, describe any expansion of the ESP/CMO and/or other group either in or out of New York State during the next charter term including: the names and locations of new or planned schools, how the CMO or ESP and/or other group has adjusted its operations to address expansion, and how such expansion has and/or is projected to impact the school. The education corporation may provide its or its CMO’s or ESP’s most recent Business Plan if it covers the term of the proposed renewal charter term.*

* Fiscal Plan. *Describe the school’s fiscal plan for the term of the proposed renewal charter*

*term specifically identifying future enrollment, staffing and facility plans and assumptions,*

*and discuss how those plans are financially reasonable and feasible. This information must*

*be consistent with the Budget Projection for the term of the renewal charter (template*

*available at:* <http://newyorkcharters.org/schoolsRenewOverview.htm>)*, which must serve as*

*the cornerstone of the school’s fiscal plan. Please ensure that the budget covers the entire*

*term of the next charter and includes a description of all revenue and expenditure*

*assumptions.*

* Facility Plan. *Clearly describe how the school’s facility plans will meet the needs of the*

*educational program for the proposed charter term, including any commitments that support or partner organizations and host districts have made to the school.*

**Renewal Charter Exhibits**

* Mission Statement. *Provide the mission statement for the next charter term.*
* Key Design Elements. *The Key Design Elements are a distillation of the key elements of the school’s educational and organizational plans for the term of the renewal charter.*

*The elements are those that collectively constitute the essential design features of the school*

*and that define what the school would be in the next charter term. The Key Design Elements*

*describe what the school will do if the SUNY Trustees approve its application for renewal and*

*formally become part of the renewal charter. Please include any summer school programs*

*in the Key Design Elements. For an abbreviated sample, see Appendix C.*

* Projected Enrollment. *Provide the projected enrollment in chart form,[[17]](#footnote-17) providing the grades the school proposes serving in each year of the next charter term, the number of students expected to be in each grade, the age-range of students that it will serve and the maximum number of students per year.*

*Please be sure that the chart reflects any anticipated attrition over the charter term. The enrollment chart must only cover the number of years for which the school is seeking renewal. If the school will serve Kindergarten during its renewal term, please indicate the date by which a child must reach age five in order to be eligible to attend the school (e.g., December 1).*

* School Calendar. *Provide an overall school calendar that clearly indicates the number of days of instruction in each year of the new charter. Where the calendar is different for different grades (for example, the school plans to have its middle school academy provide a longer school year than the elementary academy), the calendar should so indicate and/or submit separate calendars for each set of grades (elementary, middle, etc.).*
* School Schedule*. A school schedule that clearly details the total hours of instruction the school will provide and in what subjects. Where different grades have different schedules, provide all such schedules. If the school includes any high school grades, it must submit a schedule that permits the Institute to determine if the school will provide the number of instructional units each year as required by the New York Education Commissioner’s Regulations to award a terminal degree.*
* Staffing Plan*. The staffing plan must include a detailed organizational chart outlining key educational staff positions for each year of the proposed charter. In addition, the exhibit must include an annotated organizational chart, detailing who will carry out the key educational and supporting administrative functions during the next charter term.*
* *Accountability Plan. The school must develop a draft Accountability Plan for the proposed charter term, including any measures that may apply to grade levels included in proposed program expansions. Note that the plan must be consistent with the most current edition of the Guidelines for the Creation of an Accountability Plan, available online at:* [*http://www.newyorkcharters.org/schoolsAccountability.htm*](http://www.newyorkcharters.org/schoolsAccountability.htm)*. The Institute will return for amendment plans that are inconsistent with these Guidelines. The prospective plan must be consistent with any new grade levels proposed by the school, such as high school accountability measures for those schools proposing to offer such grades.*
* *Plan for Meeting Enrollment and Retention Targets.[[18]](#footnote-18) The school must include a plan for meeting or exceeding enrollment and retention targets established by the SUNY Trustees for students with disabilities, students who are English language learners, and students who are eligible to participate in the federal Free and Reduced Price Lunch program.*

*For meeting* ***enrollment targets****, indicate the recruitment strategies the school will employ to attract students including, but not limited to:*

* *where in the school district (or Community School District in New York City) the school believes it will be able to locate students with disabilities, students who are English language learners, and students who are eligible to participate in the federal Free and Reduced Price lunch program;*
* *with respect to each category of students, specifically describe how the school will target an identified population in the school’s outreach efforts;*
* *outreach to parents in the community for whom English is not their primary language, including language(s);*
* *outreach to parents with disabilities;*
* *outreach to parents of students who would qualify for free or reduced-price lunch;*
* *any at-risk admissions factors or set-asides (sometimes collectively referred to as “admissions priorities”) the school offers or intends to offer that would increase the likelihood of enrolling targeted students;*
* *personnel responsible for overseeing the school’s marketing and outreach efforts and the means by which such personnel will record and/or preserve their recruitment activities; and*
* *methods for evaluating the efficacy of the school’s recruitment and enrollment efforts in each category during the charter term.*

*For meeting* ***retention targets****, indicate retention strategies or specific programmatic elements at the school that will assist in retaining the three target populations including, but not limited to:*

* *the school’s general strategy for retaining students;*
* *the specific programmatic elements at the school that will provide services to, and will assist in, retaining the three target populations; and*
* *personnel responsible for monitoring and overseeing the school’s retention efforts, the performance of students in the three populations and the means by which such personnel will record and/or preserve their retention activities.*
* *Education Corporation By-Laws. Include the education corporation’s by-laws as a Renewal Charter Exhibit. The Institute provides guidance regarding by-laws in the January 2014 RFP Guidance Handbook available at:* [*http://www.newyorkcharters.org/openAppKit.htm*](http://www.newyorkcharters.org/openAppKit.htm)*.*
* *Code of Ethics. Include the education corporation Code of Ethics for the next charter term.*

*The revised Education Law § 2851(2)(v) requires that an applicant provide a “code of ethics for the charter school, setting forth for the guidance of its trustees, officers and employees the standards of conduct expected of them* ***including standards with respect to disclosure of conflicts of interest regarding any matter brought before the board of trustees****”**(emphasis added on revised language). The Institute’s suggests applicants consult an attorney to assist in drafting the code of ethics.*

*In addition,**revised Education Law § 2854(1)(f) makes the conflict of interest provisions of the GML applicable to charter school education corporations to the same extent those provisions (GML §§ 800-804, 804-a, 805, 805-a, 805-b, 806) are applicable to school districts. As a result, the code of ethics must in relevant part provide standards for officers and employees with respect to:*

* *“Holding of investments in conflict with official duties;”*
* *“Private employment in conflict with official duties;”*
* *“Future employment;” and,*
* *“Other standards relating to the conduct of officers and employees   
  as may be deemed advisable.”*
  + *The code of ethics should also include language similar to the following language based on GML § 805-a:*
* *No trustee, officer or employee shall:*
* *Directly or indirectly, solicit any gift, or accept or receive any gift having a value of seventy-five dollars or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part;*
* *Disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interests;*
* *Receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any charter school education corporation of which he is an officer, member or employee or of any education corporation committee or agency over which he has jurisdiction or to which he has the power to appoint any member, officer or employee; or*
* *Receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the education corporation or any committee or agency of his corporation, whereby his compensation is to be dependent or contingent upon any action by such corporation, committee or agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.*
  + - *The code of ethics must specifically address conflicts of interest including:*
* *A statement that education corporation trustees, officers and employees cannot have an interest in any for-profit contract with the education corporation.*
* *Contracts with not-for-profit entities, such as charter management organizations, partners and founding organizations must be disclosed but are not prohibited.*
* *A statement reflecting the disclosure requirement of GML § 803 as follows:*
* *Any officer or employee who has, will have, or later acquires an interest in—or whose spouse has, will have, or later acquires an interest in—any actual or proposed contract, purchase agreement, lease agreement or other agreement, including oral agreements, with the [education corporation] of which he or she is an officer or employee, shall publicly disclose the nature and extent of such interest in writing to his or her immediate supervisor and to the governing body thereof as soon as he or she has knowledge of such actual or prospective interest. Such written disclosure shall be made part of and set forth in the official record of the proceedings of such body.*
* *Negotiated (but not executed) ESP/CMO Contract. If an education corporation plans to contract with ESP or CMO at any time during the next charter term, please include the fully negotiated (but not executed) management contract for the Institute’s review and approval, together with evidence that the education corporation board of trustees has approved its execution subject to the SUNY Trustees’ approval. The contract needs to include the fee rate and scope of services to be provided. If the contract has yet to be negotiated, please provide an explanation in the narrative portion of the school’s response along with a timetable for that process to be completed. Such timetable must in all instances allow sufficient time for the Institute to review the completed contract prior to the time that the Institute must make its recommendation on the renewal application. Please note that it is the Institute’s belief that a school that is organizationally effective and viable should have fully completed negotiations on this important document by the time its application for renewal is due.*

*If the education corporation has the authority to operate multiple schools, the management contract covers all such schools and the Institute has already approved the management contract, then the education corporation need only provide the amended terms to cover the term of the proposed charter term for the school seeking renewal at this time.*

*If the education corporation has the authority to operate multiple schools, the management contract covers all such schools and the Institute has already approved the management contract, then the education corporation need only provide the amended terms to cover the term of the proposed charter term for the school seeking renewal at this time.*

* *Budget Projection. Submit a proposed budget for the proposed next charter term supporting the fiscal plan in the required format (available at:* <http://newyorkcharters.org/schoolsRenewOverview.htm>).

**E. SUPPLEMENTAL INFORMATION (OPTIONAL)**

The Institute will accept information not specifically required in the Application for Charter Renewal if the school believes this supplemental information is essential for making its case for renewal. The collective length of this section must not exceed 25 pages.



**Application for Charter Renewal  
  
APPENDICES**

# 

# APPENDIX A: PRE-VISIT DOCUMENTS

* **Visit Data Collection Form and Statistical Overview.**Complete and submit the Institute’s Visit Data Collection Form requesting student enrollment and staff retention data as well as the Statistical Overview for the charter term.  The templates for these documents are available on the Institute’s website at:  <http://www.newyorkcharters.org/schoolsRenewOverview.htm>.
* **Staff Directory.**  Provide a complete staff directory that includes each person’s room/office number; for teachers, also include grades and subjects taught.  The directory should also list non-instructional staff, including persons in the school who may not be employees, such as special education contractors or cafeteria and security personnel utilized by the school. Please also provide the previous year’s directory.
* **Teacher Roster and Certification.** Fill out the Institute required Teacher Roster & Certification template, detailing each current teacher’s certification, teaching area and experience.  The template is available on the Institute’s website at:  <http://www.newyorkcharters.org/schoolsRenewOverview.htm>.

The Institute recognizes that teacher rosters are subject to change at the beginning of the school year and asks that school leaders highlight these changes during pre-visit discussions with the visit team leader.  Note too that the list should include any previous surnames that may appear on certification or fingerprint records.

* **Organizational Chart.** Provide a chart that includes *all* staff members and illustrates the school’s current reporting structure.  It need not name individual staff members, but should reflect all positions in the school and include relationships with any management company or charter management organization.
* **Assessment List and Calendar.** Provide a list of diagnostic, formative, and summative assessments by grade level administered during the school year; also provide the current annual calendar to demonstrate the timing of assessment administration.
* **Professional Development Calendar and Materials from Previous Year.**  Provide a calendar of professional development opportunities planned for the current school year. Also, provide the calendar and supporting materials (agendas, handouts, etc.) from the previous school year.
* **Teacher Schedules.** Provide schedules that clearly indicate where each teacher will be and what subject and grade he or she will teach during each scheduled period on the day(s) of the visit.  Please highlight common planning time, grade team and/or department meetings as well as other non-instructional time (individual prep, lunch, etc.).  To facilitate scheduling, please clarify class names and locations.  If a teacher’s schedule contains class names for internal purposes such as “Harvard” or “801B,” please provide an explanatory key.

The Institute uses this information to schedule teacher interviews with every effort to avoid conflicts with classroom instruction; nevertheless, situations may arise when the visit team may ask that the school provide coverage for a teacher in order to accommodate an interview.  The Institute recognizes that teacher schedules are subject to change after the start of the school year and asks that school leaders highlight these changes during pre-visit discussions with the visit team leader.

* **Fingerprint Clearance Records.** Provide scanned copies of the fingerprint/Livescan-supported background check forms provided by the State Education Department or printouts from the TEACH System for each employee or other person listed on the Staff Directory. For any employee or contractor identified in the staff directory that is not cleared for employment by the school, provide documentary evidence that the school has followed lawful procedures in conducting emergency conditional appointment(s), or show that the person has been cleared by another entity through SED or the DMV and include copies of those clearances.
* **Teacher Certification Records.** 
  1. Teacher of Record:[[19]](#footnote-19)
* Provide scanned copies of the TEACH records for each teacher of record identified in the teacher roster.
* For each teacher of record provide a roster of students or information regarding what section(s) of students are taught by the teacher.
  1. Outside Certification: For any core academic teacher teaching outside of their certification area (e.g., a certified 7-12 biology teacher teaching 5th grade math),
* A completed and signed “Checklist for Determining Whether Public School Teachers of Core Academic Subjects Meet the NCLB Definition of ‘Highly Qualified’” – available at [www.p12.nysed.gov/nclb/guidance/memos/documents/part\_g.doc](http://www.p12.nysed.gov/nclb/guidance/memos/documents/part_g.doc);
* Copies of college transcripts; and
* Evidence of any other qualification identified in the checklist to support a highly qualified determination (e.g., evidence that a teacher has passed the LAST).
  1. Highly Qualified: For each teacher provide documentary evidence to verify that they are “highly qualified” for the teaching assignment pursuant to the No Child Left Behind Act, and if applicable, that they meet the requirements of the NY Charter Schools Act in terms of teaching or other experience or skills. Such documentary evidence must include, at minimum, the following:
* A completed and signed “Checklist for Determining Whether Public School Teachers of Core Academic Subjects Meet the NCLB Definition of ‘Highly Qualified’” – available at [www.p12.nysed.gov/nclb/guidance/memos/documents/part\_g.doc](http://www.p12.nysed.gov/nclb/guidance/memos/documents/part_g.doc);
* Copies of college transcripts; and
* Evidence of any other qualification identified in the checklist to support a highly qualified determination (e.g., evidence that a teacher has passed the LAST).

For any teacher in a core academic subject that is not highly qualified, provide documentary evidence that parents have been informed of the same. (See *NCLB: Federal Teacher and Paraprofessional Qualification Requirements* at <http://www.newyorkcharters.org/schoolsCompliOverview.htm> for more information).

* **Board Materials.** Provide the following information (supply the same for any committee of the board that has met during the charter term). If any of these items are not maintained by the education corporation board, please so indicate.
* List of board meeting dates and board committee meeting dates during the charter term;
* Board Policy manual or compilation;
* Board orientation materials or “board book;”
* Open Meetings Law policy;
* Data dashboards or other means by which the board monitors the school’s progress;
* Evaluation criteria for school leader(s);
* Evaluation criteria for charter management organization, if applicable. Include any standard protocols used across network schools (e.g., site visit inspection tool); and
* Any management and/or advisory letters received from independent auditor and documentation of any corrective action taken in response and monitoring follow-up.
* **Personnel Documents.** Provide the following:
* List of all staff employed by the school (including non-academic staff) in alphabetical order to include any maiden names that may be used on certification or fingerprint records.

# APPENDIX B: ASSURANCES

* Provide a list of written assurances, signed by the school leader(s) and education corporation board chair, to confirm the following:
  1. Exterior signage identifying the charter school is in place at each facility utilized by the school.
  2. Appropriate exit signage and/or fire evacuation maps are in place in each room occupied or utilized by the school.
  3. Fire extinguishers on all floors occupied by the school have been inspected by duly qualified personnel within the past calendar year or as required by applicable law.
  4. All electrical rooms, mechanical rooms, breaker or fuse boxes or other hazardous areas off limits to students are locked except when access is required by authorized personnel.
  5. Required state and federal employment laws are posted in an area that staff can readily access/review them.
  6. All student records (academic, IEP, health, etc.) are stored in lockable storage containers or password protected electronic storage systems.
     1. Each student record file contains a FERPA Access Log to indicate who has accessed the file. (See the FERPA guidance at <http://www.newyorkcharters.org/schoolsCompliOverview.htm> for more information).
     2. The school maintains a list of staff who have access to files.
     3. The school maintains a FERPA list of what records are typically found in a student file.
     4. Copies of student IEP’s have been distributed to classroom teachers and are stored in lockable storage containers or password protected electronic storage systems.
  7. The education corporation has implemented a fingerprint/Livescan policy consistent with Institute policy (which requires that at least two staff members verify the clearance of each new employee/contractor hired by the education corporation prior to employment) (available at <http://www.newyorkcharters.org/schoolsCompliOverview.htm>); and all cafeteria, maintenance and transportation personnel regardless of whether employed by the education corporation are covered by the policy.
  8. A copy of the school’s complaint policy is on file in the school office and accessible to parents.
  9. The school’s Freedom of Information Law (FOIL) notice is posted in the school office or another location accessible to parents and staff. (See the FOIL guidance at <http://www.newyorkcharters.org/schoolsCompliOverview.htm> for more information).
     1. The school maintains a category list of records held by the school.
     2. The school maintains a list of employees, their work stations, titles and salaries.
     3. The school’s website contains required FOIL information.
  10. The education corporation provides a media notice regarding each board meeting in accordance with the Open Meetings Law.
      1. The education corporation posts information regarding board meetings on its website in accordance with the Open Meetings Law.
  11. The education corporation distributes its Code of Ethics to all new employees, officers and trustees in accordance with the General Municipal Law.
  12. The education corporation is not in material default of any bond, loan or other financial agreements.
  13. The school maintains an inventory of school property in accordance with the education corporation’s inventory policy.

# APPENDIX C: KEY DESIGN ELEMENTS FOR NEXT CHARTER TERM (Abbreviated Sample Model)

The Passion for Excellence Charter School is located in the Woodlawn section of Lake Wobegone, New York and primarily serves students in Kindergarten through 8th grade who live in the surrounding community and are at risk of academic failure. We are committed to preparing our students to succeed in a college preparatory high school program. We will take any and all steps to see that students are prepared to do so. We will also expend resources in order to place students at quality high schools only, both public and independent.

Remediation and Enrichment: As is set forth in the school’s mission statement, the school believes that all students must meet the State standards; however, the school also understands that many students will enter its door two or more years behind grade level. Accordingly, the school is committed to bringing students to grade level by incorporating a variety of elements into its program, such as the following:

* An intensive, longer school day and school year that results in no less than 20% more time on task than district schools;
* A Saturday Academy and staff who, if necessary, work with students in small groups as well as one-on-one;
* For younger grades, at least, two teachers in the classroom at all times;
* Infusing the arts throughout the curriculum; and
* Emphasizing basic literacy and numeracy, and devoting at least 50% of the academic time to those subjects.

Curriculum: In the early grades, the school will use a balanced literacy approach. At the present time, the school is using Scott-Foresman literacy materials and the Saxon Math series. The school has ensured that its implemented curriculum, in fact, aligns with its approved curriculum (in its charter) and will enable students to meet, or exceed, state performance standards. The Passion for Excellence Charter School uses approaches that are consistent with the selected curricular materials and that reflect the attributes of those programs.

School Culture: The school believes in a strong culture of respect for learning. While we may from time-to-time change the precise nature of our discipline policy, we will at all times enforce rules that ensure no tolerance for classroom disruption.

Parent Involvement: The school strongly encourages parents to enter into a contract with the school each year. It also encourages parental involvement through a parent teacher association and the placement of two parents on the school board.

Students with Disabilities: While we understand that we can ask the district to provide special education services that we cannot provide, we commit to providing the bulk of special education and related services to our students at our school facility.

Fiscal Stability: The school believes that over time it must build equity. Therefore, the school will budget to create a surplus by each year’s end equal to 3% of its total budget.

**APPENDIX:** **Model Renewal Charter**

**CHARTER**

**DATED AS OF**

**JANUARY 14, 2013**

**BETWEEN**

**BOARD OF TRUSTEES OF THE**

**STATE UNIVERSITY OF NEW YORK**

**AND**

**MODEL CHARTER SCHOOL**

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**DEFINITION OF TERMS**

**Education Corporation**: as defined further herein, a New York, not-for-profit, charter school education corporation that comes into existence through the issuance of a charter and the formation of a corporation pursuant to Article 56 and §§ 216 and 217 of the New York Education Law, respectively. Each charter school Education Corporation is entitled to operate one **school** in one or more **sites** for each charter that is issued to it.

**program**:an element of an overall educational program that may be shared among schools within the same Education Corporation without further legal authority beyond the Charter. A program is not created by any provision of New York Education Law.

**Provisional Charter**:as defined further herein, the certificate of incorporation of a charter school Education Corporation. The Education Corporation has only one provisional charter even though it may have been issued more than one charter in order to operate more than one **school**. The Charter, as defined herein, is provisional because by law it is issued for a period of five (5) years or less and is not perpetual. The Charter Agreement as defined herein is not the provisional charter. The Education Corporation has one Charter, which is the Proposed Charter after approval by the Board of Regents or operation of law, and which consists of the Charter Agreement including the charter application.

**school**: a vehicle for the delivery of a complete educational program to students that has: independent leadership; dedicated staff; and defined facilities. An Education Corporation may have the authority to operate more than one school so long as a charter has been issued for each such school, which shall be listed in or part of the provisional charter of the Education Corporation (the certificate of incorporation). Note a school may be housed in more than one physical **site**. A school is its own Local Educational Agency (LEA) for federal program purposes except special education, its own accountability unit for purposes of federal No Child Left Behind Act (NCLB) and New York Schools Under Registration Review (SURR) accountability.

**site**: one of a number of facility locations for a single charter school typically representing a grade range. (For example, K-4 site, 5-8 site or 9-12 site.) A site would not be its own LEA, NCLB or SURR unit. More than one charter school building tightly clustered (i.e., a campus) would also be a “single site” under New York Education Law. Without additional authority, an Education Corporation may not educate students of the same grade level in more than one site. An Education Corporation may teach the same grade or grades at an additional site so long as it has obtained additional authority to do so through the issuance of an additional charter. The number of charters issued to an Education Corporation will determine the number of sites it may have for any particular grade even though the Education Corporation will have one provisional charter.

**RFP CHARTERS Nos. [ ] and [ ]**

This agreement is executed on this [ ] day of [ ], [ ] by and between the Board of Trustees of the State University of New York (the “**Trustees**”), and [Lead Applicant] (the “**Applicant(s)**”) (collectively, the “**Parties**”) to establish and operate the MODEL CHARTER SCHOOL (the “**Education Corporation**”), an independent and autonomous not-for-profit education corporation under the New York Charter Schools Act of 1998 (as amended, the “**Act**”), codified as Article 56 of the New York Education Law, specifically Education Law § 2852(9-a), and to operate an additional school, MODEL CHARTER SCHOOL 2, pursuant to Education Law § 2853(1)(b-1), for which an additional charter will be issued pursuant to the Act.

**W I T N E S S E T H:**

**WHEREAS** the State of New York (the “**State**”) enacted the Act; and

**WHEREAS** pursuant to Education Law § 2853(1)(b-1), the Trustees have the authority to recommend for approval requests for charter school education corporations to operate multiple charter schools, or multiple sites for a single school, in the State; and

**WHEREAS** pursuant to Education Law § 2852(9), the Trustees have the authority to recommend for approval proposals to establish charter schools in the State and thereafter to enter into agreements with applicants setting forth the terms and conditions under which charter schools shall operate, such agreements until issued in final form to be known as proposed charters; and

**WHEREAS** the Applicant(s), in response to a request for proposals (“**RFP**”) published by the Trustees, submitted a proposal for establishment of the Education Corporation and the operation of one or more schools pursuant to Education Law § 2852(9-a) (as modified and/or supplemented, the “**Proposal(s)**”); and

**WHEREAS** the Trustees have (i) determined that the Proposal(s) satisfy each and every applicable requirement set forth in Education Law § 2852 and the Act, and all other applicable laws, rules and regulations, and (ii) approved the Proposal(s) for recommendation to the Board of Regents (the “**Regents**”); and

**WHEREAS** pursuant to the Act, the Regents shall approve the proposed charter, issue a provisional charter, and incorporate an education corporation to establish and operate the charter school(s), or same shall be deemed approved and issued;

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the Parties hereby agree as follows:

### **SECTION 1. ESTABLISHMENT OF EDUCATION CORPORATION**

1.1 Charter. This agreement (the “**Charter Agreement**”), which specifically incorporates the following:

(a) the Proposals submitted for the Education Corporation, attached hereto in **Exhibit A**, and shall incorporate the charter applications or proposals of any additional schools that may hereafter be approved by the Trustees, all of which shall be set forth in **Schedule 1**, and which shall be hereafter referred to as the Terms of Operation (the “**Terms of Operation**”);

(b) the Additional Assurances and Terms, if any, set forth in Exhibit A (the “**Additional Assurances and Terms**”);

(c) the Monitoring Plan, attached hereto as **Exhibit B** (the “**Monitoring Plan**”));

(d) the Assurances Regarding Special Education, attached hereto as **Exhibit C** (the “**Special Education** **Assurances**”); and

(e) the Accountability Plan(s) developed by each school to be operated by the Education Corporation, or to be developed during the first year of operation by any additional school the Corporation may be permitted to operate, and further described herein and set forth in Exhibit A, (the “**Accountability Plans**”);

shall constitute, before its approval by the Regents, the proposed charter (the “**Proposed Charter**”). When approved or deemed approved by the Regents, the Proposed Charter shall be known as the charter (the “**Charter**”). The Charter shall be binding on the Education Corporation, an education corporation to be incorporated by the Regents under a certificate of incorporation issued pursuant Education Law § 2853(1) (the “**Provisional** **Charter**”), which shall be issued or amended to include the authority for the Corporation to operate one or more additional schools as set forth in Schedule 1.

1.2 Effective Date; Term. (a) Subject, however, to any limitations imposed herein and any provision to delay the effective date set forth in the Additional Assurances and Terms, the Charter shall take effect immediately upon, and only upon, its issuance by the Regents (the “**Effective Date**”). The term of the Provisional Charter shall not exceed five (5) years in which instruction is provided to pupils plus the period commencing with the Effective Date and ending with the opening of the first school at which the Education Corporation provides instruction, which may be delayed by planning years as described in section 3.1 hereof. The Provisional Charter shall expire thereafter, unless earlier terminated or renewed. The Charter is deemed issued upon approval of the Proposed Charter, either by action of the Regents or operation of law pursuant to Education Law § 2852(9-a)(f).

(b) If the Education Corporation is granted additional authority to operate additional schools under the Act, the charter term shall be extended by a period of five (5) years in which instruction is provided to pupils plus the period commencing with the such new effective date and ending with the opening of the school for instruction, which may be delayed by planning years as described in section 3.1 hereof.

(c) Notwithstanding any other provision of the Charter Agreement, in the event that the Provisional Charter expires on a date when a new instructional school year has recently commenced, but the school year will not end within the charter term, any school operated by the Education Corporation, will not be able to provide instruction during that commenced school year unless the Education Corporation applies to the Trustees for, and is granted, a Provisional Charter extension or renewal in accordance with the *Practices, Policies and Procedures for Renewal of Charter Schools Authorized by the Board of Trustees of the State University of New York* or similar policy, as may be in effect at that time, or given other explicit authority to provide instruction by the Trustees or their designee.

1.3 Amendment of Proposed Charter. Prior to its issuance, the Proposed Charter is subject to modification as follows.

(a) The Education Corporation agrees that (i) should the Charter Schools Institute (the “**Institute**”) on behalf of the Trustees determine upon further review that one or more exhibits or attachments of the Terms of Operation, or provisions of the Charter Agreement, are inconsistent in one or more respects with applicable laws, rules or regulations or the Charter Agreement, and (ii) the Regents provide an opportunity for amendment of the Proposed Charter, the Education Corporation shall make such changes to the Charter Agreement as requested by the Institute such that the Charter Agreement meets such legal requirements; it being understood, however, that such changes shall be required only after the Education Corporation or its designee has had the opportunity to fully discuss any such requested changes with the Institute. It is further understood that prior to its issuance, modifications to the Proposed Charter, subject to the consent of the Education Corporation, may result as a consequence of comments received from the entities set forth in Education Law § 2857(1) or from the Regents.

(b) If the Institute determines that the Charter Agreement requires amendment for the reasons indicated immediately above, but the Regents do not permit amendment, and there is no other opportunity for same, and the Charter is issued or reissued as the case may be, the Education Corporation agrees to make such amendments to the Charter Agreement (and seek a revision to same or the Charter to the extent required by law to effect such changes), it being understood that prior thereto, the Institute shall provide the Education Corporation with a full and fair opportunity to discuss any such required changes.

1.4 New Information. The Education Corporation’s school(s) shall not provide instruction to any student and the Education Corporation shall not be eligible to receive any funds, or if it has received funds, any further funds, as would otherwise inure to the Education Corporation under Education Law § 2856, if:

(a) the Trustees receive information after the date on which the Proposed Charter or an amendment thereto is executed that provides substantial reason to believe either (i) the Terms of Operation contain material misstatements or material omissions of fact or (ii) the Education Corporation and/or any entity with which the Education Corporation intends to contract to provide day-to-day management of any school or schools, is unable to oversee and operate the school or schools in a fiscally and educationally sound manner consistent with the terms of the Provisional Charter, Charter Agreement, Act and all other applicable laws (the “**New Information**”); and

(b) the Trustees, acting on the New Information, issue in writing to the Education Corporation a statement setting forth in particular the New Information and the reasons why the Education Corporation shall not be permitted to provide instruction at a particular school or schools, or to receive the public funds contemplated under the Act. Upon appropriate showing by the Education Corporation, the Trustees may withdraw such statement and permit the Education Corporation’s school(s) to provide instruction to students and permit the Education Corporation to receive public funds contemplated under Education Law § 2856 for such school(s). In the event that the Trustees issue the statement described by this subsection prior to December 31 of the year that the charter(s) issued to permit operation of said school(s) becomes effective, and such statement is not withdrawn by the Trustees on or before September 21 of the year immediately succeeding the year in which such charter becomes effective, such charter shall be deemed to be void *ab initio*. It shall be the ongoing obligation of the Applicant(s) (until the Effective Date) and Education Corporation (upon and after the Effective Date) to provide to the Trustees in writing any New Information of which he or she or they is or are in, or come(s) into, possession.

1.5 Authority to Operate Additional Schools, Sites and Programs. (a) The Education Corporation shall have the authority to operate the schools set forth in Schedule 1 and described in the Terms of Operation. Each school operated by the Education Corporation shall have its own, separate Accountability Plan, and, if and when applicable, Enrollment and Retention Targets, and the Monitoring Plan shall be applied to each school by the Trustees, all as hereinafter described. Subject to the requirements of the Act and the application or proposal requirements of the Trustees, the Education Corporation may operate such additional schools as the Trustees may approve in accordance with the Act.

(b) The Education Corporation shall have the authority to operate in as many sites as permitted by the Act and as approved pursuant to this Charter Agreement by the Trustees so long as the number of separate sites for any particular grade does not exceed the number of schools the Education Corporation may operate. In addition, the Education Corporation may operate any site for which a separate charter has been issued as listed in Schedule 1 and described in the Terms of Operation.

(c) So long as set forth and described in the Terms of Operation, the Education Corporation may share programs, settings, classes and services between and among schools unless otherwise prohibited by the Act, the Provisional Charter or this Charter Agreement.

1.6 School Names. The names of the Education Corporation’s school(s) shall be as set forth in Schedule 1. The Education Corporation shall have the authority to amend or alter the name of any school it has the authority to operate provided that such school name is not already in use in the State, and further provided that such name change shall become effective only upon the approval of the Institute and upon notice to the Regents or their designee, which may require Charter revision.

# SECTION 2. OPERATION OF EDUCATION CORPORATION

2.1 Code of Ethics. The Education Corporation, its trustees, officers and employees shall abide by the code of ethics of the Education Corporation set forth in the Terms of Operation, which must conform to those provisions of the Act and New York General Municipal Law made applicable by the Act, and include standards with respect to disclosure of conflicts of interest regarding any matter brought before board of trustees of the Education Corporation (the “**Education** **Corporation** **Board**”) regardless of whether the matter may involve a for-profit or not-for-profit entity or transaction. The Education Corporation shall disseminate the code in written form to each of its trustees, officers and employees. Modifications to the code of ethics shall require prior written approval of the Trustees.

2.2 Governance; Education Corporation Board; By-laws. The Education Corporation shall be governed by the Education Corporation Board, which initially shall consist of those individuals specifically named in the Terms of Operation (the “**Founding Corporate Trustees**”). Any member of the Education Corporation Board thereafter appointed or elected shall be known as an Education Corporation trustee (“**Corporate Trustee**”). The Education Corporation Board shall have final authority for policy and operational decisions of the Education Corporation and each school although nothing herein shall prevent the Education Corporation Board from delegating decision-making authority to officers, employees and agents of the Education Corporation. The Education Corporation Board shall be established and operate pursuant to the following requirements and restrictions.

(a) The Education Corporation Board shall initially operate pursuant to the by-laws set forth in the Terms of Operation. The Education Corporation Board shall meet within thirty (30) days of the Effective Date and duly ratify such by-laws. Thereafter the Education Corporation Board shall operate pursuant to the by-laws of the Education Corporation whether such by-laws be those initially set forth in the Terms of Operation or as amended pursuant to subsection (b) of this section 2.2 (initially or as amended, the “**By-laws**”), as well as the applicable governance provisions of the Act, Not-For-Profit Corporation, Education, and General Municipal Laws.

(b) The By-laws may not be amended in any material respect without the prior written approval of the Trustees, such approval not to be unreasonably withheld, and in no event can they conflict with any term of the Provisional Charter, Charter Agreement or law including provisions of the Education, General Municipal and Not-for-Profit Corporation Laws applicable to charter schools. In seeking modification of the By-laws, the Education Corporation Board shall submit to the Trustees a duly approved resolution of the Education Corporation Board setting forth the proposed material changes to the By-laws.

(c) The Education Corporation Board shall have as its members such total number of Corporation Trustees and shall reserve seats on the Education Corporation Board for such specified members or constituent groups in such numbers as is set forth in the Terms of Operation. In no event shall a person with an interest in a for-profit contract with the Education Corporation serve on the Education Corporation Board except to the extent permitted by the General Municipal Law. The By-laws shall contain provisions consistent therewith.

(d) Notwithstanding any provision to the contrary in the Charter Agreement, Terms of Operation or By-laws, in no event shall the Education Corporation Board, at any time, be comprised of voting members of whom more than forty percent (40%) are directors, officers, employees, agents or otherwise affiliated with any single entity (with the exception of the Education Corporation or of another charter school education corporation), regardless of whether said entity is affiliated or otherwise partnered with the Education Corporation. For the purposes of this subsection, “single entity” shall mean any individual entity, as well as any and all related entities to such entity such as parents, subsidiaries, affiliates and partners. The Trustees may, at their sole discretion, waive this restriction upon a written request from the Education Corporation.

(e) Where the Education Corporation has engaged a not-for-profit educational service provider or other entity that provides comprehensive management services to the Education Corporation or any of its schools pursuant to a contract between such entity and the Education Corporation:

(i) no more than two (2) Corporate Trustees may be affiliated with such not-for-profit entity, or have immediate family members so affiliated, and one (1) such Corporate Trustee’s affiliation is limited to serving as director of such entity; provided, however, that in such case the following restrictions shall apply and be contained in the By-laws:

(ii) termination of the contract with the not-for-profit educational service provider or other entity shall constitute cause for removal of such person(s) from the Education Corporation Board, and upon such termination such person(s) may be removed from the Education Corporation Board by vote of the Education Corporation Board provided there is a quorum of at least a majority of the entire Education Corporation Board present at the meeting; and

(iii) such person(s) shall not hold the offices of chair or treasurer of the Education Corporation Board; and

(iv) when the Education Corporation Board has proper grounds to go into executive session pursuant to the New York Open Meetings Law (as defined herein), and the Education Corporation Board is to discuss or vote upon an issue related to the not-for-profit management company or entity, the personnel of such company or entity, or such person(s), the Education Corporation Board may, after such person(s) has had an opportunity to fully address the Education Corporation Board, continue such executive session outside of the presence of such person(s); and

(v) the number of Corporate Trustees on the Education Corporation Board shall not be less than seven (7) where two (2) Corporate Trustees are affiliated with the not-for-profit entity and not less than six (6) where one (1) Corporate Trustee is affiliated with the not-for-profit entity.

(f) The Education Corporation Board shall notify the Trustees within five (5) business days of any of the following Corporate Trustee actions: removal, resignation, expiration of term without re-election, or otherwise leaving the Education Corporation Board.

(g) The Education Corporation Board shall require that each Corporate Trustee who has served on the Education Corporation Board during a school year shall file annually a disclosure report (the “**School Trustee Disclosure Report**”) with the Trustees, the form and requirements of which shall be provided by the Trustees. The School Trustee Disclosure Report shall set forth and attest to transactions between the Education Corporation on the one hand and a Corporate Trustee and/or any entity with which such Corporate Trustee is affiliated on the other, as such transactions may be defined by the Trustees. As set forth in section 6.1 of this Charter Agreement, the School Trustee Disclosure Report for each Corporate Trustee shall be submitted yearly as part of each school's annual report (the “**Annual Report**”). In the event that any Corporate Trustee fails to file a School Trustee Disclosure Report within thirty (30) days of its due date of August 1, or such report is in material respects incomplete, misleading or untruthful, and the Trustees inform the Education Corporation Board of its determination in this regard, the Education Corporation, notwithstanding any provision of its By-laws, shall in a timely fashion remove such Corporate Trustee pursuant to a vote of the Education Corporation Board and the failure of the Education Corporation Board to so act shall be a material violation of the charter as described in the Act. Should a Corporate Trustee resign from or otherwise leave the Education Corporation Board without having submitted a School Trustee Disclosure Report for any year in which such Corporate Trustee served, the Education Corporation shall provide the Trustees with a record of the transactions required by the School Trustee Disclosure Report for that Corporate Trustee for each relevant school year, such reports to be signed by the Education Corporation and due on August 1 as part of the Annual Report.

(h) During the one (1) year period from the time that the Provisional Charter is declared effective, the Education Corporation Board shall consist of the Founding Corporate Trustees with such other additional members that are approved consistent with section 2.3 of the Charter Agreement. In the event that more than fifty percent (50%) of the Founding Corporate Trustees resign from or otherwise leave the Education Corporation Board within one (1) year from the Effective Date, the Education Corporation shall be deemed in material violation of its Charter as described in the Act and may, at the sole discretion of the Trustees, be placed on probation.

2.3 Selection of New Education Corporation Board Members. All Corporate Trustees shall possess appropriate qualifications for membership on the Education Corporation Board, as such qualifications are set forth in the Terms of Operation, and shall be seated pursuant to the following procedures. Prior to the appointment or election of any Corporate Trustee who is not a Founding Corporate Trustee, the Education Corporation Board must submit to the Trustees (pursuant to a duly approved resolution of the Education Corporation Board) the name of the proposed Corporate Trustee and such individual must timely provide to the Trustees, in writing and/or in person, such background information as the Trustees shall require (the “**School Trustee Background Information**”). Within forty-five (45) days of receiving the name of the proposed Corporate Trustee and the School Trustee Background Information, the Trustees shall in writing reject or approve such individual. In the event that the Trustees do not provide in writing an approval or rejection within the forty-five (45) day time period, the proposed Corporate Trustee may be seated so long as such action would be consistent with the By-laws and any other applicable Terms of Operation. A failure by the Education Corporation or the proposed Corporate Trustee to timely provide the School Trustee Background Information to the Trustees shall be grounds for his or her rejection.

2.4 Contracting with Educational Service Providers. Any entity that provides all or a substantial subset of all services necessary to operate and oversee any school’s educational program on a fee basis and pursuant to a fee-based contract shall be known as an educational service provider (“**Educational Service Provider**”) and the contract under which such services are provided shall be referred to as a management contract (“**Management Contract**”). Any other contractual arrangements including, but not limited to, leases, subleases, lease-purchase agreements, credit facilities, loan agreements, promissory notes, negotiable instruments and other debt instruments, that are contemplated between the Education Corporation on the one hand and the Educational Service Provider, its partners, parents, subsidiaries, agents and affiliates (including any entity that holds an economic interest in the Educational Service Provider) on the other, shall be known collectively, together with the Management Contract, as ESP Contracts (“**ESP Contracts**”). The following requirements and provisions relating to Educational Service Providers, Management Contracts and ESP Contracts shall apply.

(a) The Trustees reserve the right to review and disapprove for good cause shown any and all ESP Contracts that the Education Corporation seeks to execute or amend during the time that the Provisional Charter is in effect. Good cause shown includes, but is in no way limited to, a finding that the ESP Contract or ESP Contracts at issue do not, under the totality of the circumstances, allow the Education Corporation effective and sufficient means to hold the Educational Service Provider accountable including means to terminate the Educational Service Provider without placing the Education Corporation’s or the subject school(s)’s further existence in peril. The above terms are in addition to the requirements of section 3.14 of the Charter Agreement.

(b) To facilitate the Trustees’ rights of review and disapproval, the Education Corporation shall provide the Trustees with any proposed ESP Contract (or proposed material amendment of an ESP Contract) not later than thirty (30) days prior to the proposed date of execution. In addition to the foregoing, prior to a school’s first year of operation, and where no prior Management Contract has been in place for that school, the Education Corporation must submit the proposed Management Contract to the Trustees by no later than May 1 immediately preceding the start of the school year. When submitting an ESP Contract, the Education Corporation must include a written opinion of the Education Corporation Board's legal counsel stating that the ESP Contract has been reviewed by legal counsel to the Education Corporation Board. Within thirty (30) days of receiving the proposed ESP Contract, the Trustees shall notify the Education Corporation Board if the agreement is disapproved, except that the Trustees, at their discretion, may extend the review period an additional thirty (30) days. It is expressly understood that should the Trustees not disapprove an ESP Contract, the Trustees by such action are in no way endorsing or approving the contract, the fee arrangements if any or any other provisions contained therein.

(c) The Education Corporation shall not enter into a Management Contract with any Educational Service Provider not identified as such in the Terms of Operation without receiving prior written approval from the Trustees.

(d) To the extent that the Terms of Operation contemplate that any of the Education Corporation’s schools was to be operated with the assistance of an Educational Service Provider pursuant to a Management Contract, the Education Corporation shall obtain the prior written approval of the Trustees prior to operating the school without such Educational Service Provider’s assistance. Notwithstanding the above, it is understood that circumstances may require the Education Corporation to terminate and/or not renew a Management Contract and thereafter operate a school without the services of the Educational Service Provider identified in the Terms of Operation (or otherwise subsequently approved by the Trustees) prior to obtaining the permission of the Trustees. Where the Trustees determine, at their sole discretion, that such circumstances exist, and the Education Corporation has made good faith efforts to timely inform the Trustees of the circumstances, the Trustees may waive the Education Corporation’s breach of the prior permission requirement and allow the Education Corporation to seek permission *ex post facto*.

(e) Management Contracts shall set forth with particularity *inter alia*, the extent of the Educational Service Provider’s participation in the organization, operation and governance of any school.

(f) To further and facilitate their review, the Trustees may require the Education Corporation to submit together with any ESP Contract, additional information or assurances.

(g) Upon the execution of an ESP Contract, and any revision thereto, a copy of such contract or revised contract shall be promptly provided to the Trustees.

2.5 Transactions with Affiliates. In addition to the applicable requirements of the General Municipal Law, the Education Corporation shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any affiliate of the Education Corporation, any member past or present of the Education Corporation Board or any employee past or present of the Education Corporation, any immediate family member of the foregoing individuals, or any entity with which any such person is affiliated unless:

* + - * 1. the transaction is with a not-for-profit entity; *and*
        2. the terms of such transaction (considering all the facts and circumstances) are no less favorable to the Education Corporation than those that could be obtained at the time from a person or entity that is not such an affiliate, member or employee or an individual related thereto; *and*
        3. the involved Corporate Trustee, officer or employee must recuse him/herself from voting on or deciding any matters related to such transaction.

# SECTION 3. OPERATION OF SCHOOLS

3.1 Planning Years and Prior Actions. The Education Corporation shall continue or commence instruction, as the case may be, in conformity with the schedule set forth in the Terms of Operation for each school it is permitted to operate. Any provisions in the Terms of Operation indicating that a school or schools may delay instruction for one (1) or more years for purposes of planning is subject to interpretation of the Act with respect to any statutory opening date.

(a) Subject to the foregoing limitation, planning years applicable to any school or schools set forth in the Terms of Operation shall not require further approval of the Trustees or constitute a revision to the Charter. If planning years are determined to be within the authority of the Act, the Education Corporation may also seek the Trustees’ approval to take one (1) to three (3) additional planning years for any school(s), which approval shall not be unreasonably withheld.

(b) The foregoing and following subsections of this section 3.1, and of this Charter Agreement notwithstanding, if planning years are determined to not be permitted by the Act, the school(s) shall not take any planning years and must open by the date set forth in the Act. In the event the Education Corporation is unable to open a school or schools by such date including taking and completing the Prior Actions (as described immediately below) to the satisfaction of the Trustees to permit the school(s) to open, the charter(s) issued that permitted the Education Corporation to operate such school(s) shall be deemed to be void *ab initio*, and, if necessary, the Education Corporation shall cooperate with the Institute to transfer, re-use or restructure such charter or right to operate such school(s).

(c) Notwithstanding the foregoing subsections of this section 3.1 of the Charter Agreement, the Education Corporation shall not permit any of its schools to provide instruction to any student until and unless the Trustees issue a written statement to the Education Corporation, with a copy to the Regents, attesting that said school has completed all or substantially all of the Prior Actions published on the website of the Institute (the “**Prior** **Actions**”) to the satisfaction of the Trustees with such conditions as they may require. Upon such confirmation, the restrictions on the school(s) set forth in the immediately foregoing sentence shall be of no further force and effect. Notwithstanding the foregoing, in the event that a school is unable to take and complete all of the Prior Actions to the satisfaction of the Trustees prior to September 21 of the year immediately succeeding the year in which the school is originally scheduled to commence instruction as set forth in the Terms of Operation, the charter issued that permitted the Education Corporation to operate such school shall be deemed to be void *ab initio*. Moreover, notwithstanding anything to the contrary in this section, the Prior Actions are in addition to any other condition set forth in the Provisional Charter, Charter Agreement or the Act.

3.2 Mission Statement. Each school operated by the Education Corporation shall operate under its mission statement set forth in the Terms of Operation. However, the Education Corporation may change, amend or otherwise modify the mission statement of any school and such changes shall not require the permission of the Trustees or constitute a revision to the Charter Agreement so long as the changes are approved by the Education Corporation Board and generally consistent with the Terms of Operation, and the Education Corporation reports the modification to the Trustees as part of the school’s annual report as required by section 6.1 of the Charter Agreement. Nothing herein shall require the Education Corporation to adopt the same or similar mission statements for each school it is permitted to operate.

3.3 Age; Grade Range; Number of Students. Each school operated by the Education Corporation shall provide instruction to pupils in such ages, grades and numbers in each year of operation as set forth in the Terms of Operation (the “**Projected Enrollment Structure**”), and the Education Corporation shall obtain the prior written permission of the Trustees for variances from those terms, except as specifically set forth in subsections (a) and (b) below.

(a) Each school operated by the Education Corporation may enroll a total number of students different from such number as is set forth in the Projected Enrollment Structure (the “**Projected Total Enrollment**”) for such school so long as (i) the total enrollment of such school does not exceed one hundred and twenty percent (120%) of the Projected Total Enrollment, or (ii) the total enrollment of such school is not less than eighty percent (80%) of the Projected Total Enrollment or fifty (50) students, whichever is greater; and

(b) The Education Corporation may, with respect to any school it is authorized to operate, vary the number of students in any particular grade and/or number of students within a class from that provided for in the Projected Enrollment Structure for the purpose of accommodating staffing exigencies, attrition patterns and facilities, and such changes shall not require the permission of the Trustees or constitute a revision to the Charter.

(c) Notwithstanding subsection (a) or (b) of this section the Education Corporation shall not make any change in the Projected Enrollment Structure, with respect to any school it is authorized to operate, without the written permission of the Trustees that results in or has the effect of (i) eliminating or nearly eliminating a grade or grades the school was scheduled to serve under the Projected Enrollment Structure or (ii) not enrolling any returning student scheduled to be served under the Projected Enrollment Structure or (iii) eliminating any student’s seat after the student has been admitted to the school with the understanding that there is no requirement that every returning student must have a seat in the next higher grade level or program so long as same is set forth in the Terms of Operation.

3.4 Admissions; Enrollment; Attendance; Transfer. (a) Each school the Education Corporation is permitted to operate shall have in place and implement comprehensive policies for admissions, enrollment and attendance, which policies shall be approved by the Education Corporation Board and shall be consistent with applicable law. Such policies shall provide in detail the procedures and practices utilized by each school in regards to admission, enrollment, attendance and withdrawal including, *inter alia*, the period in which applications for admission shall be timely, how to obtain an application for admission, the practices in operating the random selection process, the maintenance of a wait list, the implementation of the preferences required by law and any at-risk school design factors pursuant to Education Law § 2854(2) as set forth in the Terms of Operation, and the taking of attendance pursuant to section 104.1 of Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York (8 N.Y.C.R.R. § 104.1). With the exception of any changes in the at-risk school design factors, the Education Corporation Board shall have the authority to make changes to such policies and such changes shall not require the permission of the Trustees or constitute a revision to the Charter Agreement. Such changes, however, must be consistent with applicable law and regulations, and the Education Corporation must report such changes to the Trustees as part of each school’s annual report as required by section 6.1 of the Charter Agreement.

(b) The Education Corporation shall utilize reasonable outreach and marketing measures to make potential applicants aware of opportunities for enrollment at each of its schools. The Trustees, upon a finding that the outreach and marketing measures taken by the Education Corporation are inconsistent with applicable law; the Terms of Operation; or the enrollment and retention targets for students with disabilities, Englishlanguagelearners**,** and students who are eligible applicants for the federal Free and Reduced Price Lunch Program (i) prescribed by the Trustees for any school to be operated by the Education Corporation, to be prescribed by the Trustees for any school (ii) during the first year of operation under Trustees’ authorization if the Act mandates such targets or (iii) during the first year such targets are otherwise applicable to such school by the Act (the “**Enrollment** **and** **Retention** **Targets**”) applicable to individual schools, may require the Education Corporation to take remedial action including, but not limited to, requiring the Education Corporation to extend any or all of its schools’ enrollment periods, delay or void random selection processes, implement at-risk school design factors and/or conduct further specified outreach and marketing steps. Only to the extent specifically provided for in the Terms of Operation or the Additional Assurances and Terms shall any school apply an at-risk of academic failure school design factor and/or limit admission to a single sex and any change to such factors as are provided for by the Terms of Operation or the Additional Assurances and Terms shall require the prior written approval of the Trustees, it being understood that such changes may also require a revision to the Charter, such determination to be made by the Trustees.

(c) Applicants that have designated a particular school or schools on an application must be entered into a random selection process for those schools. However, the Education Corporation may offer admission in a different school in addition to, or if the applicant was not selected, in lieu of, admission to the designated school provided that the Education Corporation’s or the schools’ admissions policies in the Terms of Operation describe such process.

(d) The Education Corporation may transfer students between schools it is authorized to operate, provided the following conditions are met:

(i) the Education Corporation or each involved school has a specific transfer policy set forth in the Terms of Operation;

(ii) the transfer policy treats similarly situated students in a like manner, and does not unfairly discriminate against any student or group of students and comports with federal due process in terms of any disciplinary transfers; and

(iii) the transfer policy does not or does not as applied have the effect of interfering or skewing the student performance results to be reported pursuant to each school’s Accountability Plan as further described below.

3.5 Educational Programs. (a) The Education Corporation shall implement and provide educational programs at its school(s) that are designed to permit and do permit the students to meet or exceed the performance standards adopted by the Regents and the goals, and measures of progress towards those goals, of the school(s) as set forth in the Accountability Plan for each school further described below. The Education Corporation shall ensure that each school administers the complete battery of State tests applicable to each grade and Regents examinations if applicable as well as any standardized or other examinations required by each school’s Accountability Plan. Subject to the immediately foregoing requirements, the Education Corporation shall have the right to make any modifications to the educational programs of its schools as it deems necessary including, but not limited to, the curriculum, pedagogical approach and staffing structure, and such modifications shall not require the permission of the Trustees or be deemed a revision to the Charter Agreement, provided however, that any such modifications shall be generally consistent with the Terms of Operation and applicable law, and each school reports such modifications as part of its annual report as required by section 6.1 of the Charter Agreement.

(b) Subject to any restraints in the Act, Provisional Charter or this Charter Agreement, the Education Corporation may offer or share programs, settings, classes and services between and among schools including grade level programs, specialized programs such as programs for students with disabilities or English language learners, and other programs so long as each such program is described in the Terms of Operation, each student participating is such program is included in the enrollment and Accountability Plan of the student’s sending school, unless the Trustees, in their sole discretion, otherwise permit.

3.6 Evaluation of Students. The Education Corporation shall implement, for each school, student assessment requirements applicable to other public schools and administer Regents examinations to the same extent such examinations are required of other public school students, except as otherwise specifically provided by applicable law. In addition, each school shall supplement those assessment tools with the other assessment tools required by the Terms of Operation, if any, or as are required by or set forth in each school’s Accountability Plan further described below.

3.7 Accountability Plans. By May 15 of the school year in which any school first commences instruction, the Education Corporation shall ensure that such school creates an Accountability Plan, which plan upon its completion shall be incorporated into the Charter Agreement as a Term of Operation pursuant to section 1.1. The Accountability Plan shall replace and substitute for the assessment measures and educational goals and objectives set forth in the school’s Terms of Operation, but shall not provide for less stringent assessment measures or educational goals and objectives than those set forth in the school’s charter application in the Terms of Operation. The specific terms, form and requirements of a school’s Accountability Plan including any required goals and measures, are set forth in the Accountability Plan Guidelines (the “**Accountability Plan Guidelines**”) maintained and disseminated by the Trustees and currently on the website of the Institute and such guidelines shall be binding on the Education Corporation. Upon a school’s creation of an Accountability Plan, the Education Corporation shall fully implement, maintain, and report progress on, the Accountability Plan pursuant to the requirements of the Accountability Plan Guidelines and the annual reporting guidelines maintained by the Trustees (the “**Annual Reporting Guidelines**”) and currently on the website of the Institute, as well as by section 6.1 of the Charter Agreement. Material amendments to any Accountability Plan shall be approved by the Trustees and shall be consistent with the Accountability Plan Guidelines then in effect. The Education Corporation understands that any school’s success in meeting the goals and measures set forth in its Accountability Plan shall be the predominant criterion by which the success of the school’s education program will be evaluated by the Trustees upon the Education Corporation’s application for renewal of the authority to operate such school. In addition, the collective success of the Education Corporation’s schools in meeting such goals and measures shall be a criterion to be evaluated by the Trustees upon the Education Corporation’s application for extension of its Provisional Charter pursuant to Education Law   
§ 2851(4) (legal renewal).

3.8 School Calendars; Days and Hours of Operation. The days and hours of operation of each school shall be determined by the Education Corporation at its discretion subject to the following restrictions:

(a) The days and hours of operation shall at all times be sufficient to allow each school to meet the student performance standards set by the Regents and the academic achievement goals and other goals set forth in each school’s Accountability Plan and in no event shall any school provide less instructional time during a school year than is required of other public schools with instructional time to be divided in generally equal amounts over no less than 176 days.

(b) To allow parents to determine whether a school’s program is appropriate for their child(ren), the Education Corporation shall in each year of the charter term determine the days and hours of operation of each school for the next school year by February 1 of the then current school year and shall make such information readily available to parents seeking to enroll their child(ren) in or return their child(ren) to each school and provide a copy of such material to the Trustees in a manner that will allow them to post such information on the website of the Institute. The Education Corporation shall not thereafter for the next school year make any material changes to the days and hours of operation of any school from those determined on each February 1st date that have the effect of shortening the number of days of instruction or hours in which such instruction is provided without obtaining the prior written permission of the Trustees, it being understood that such permission shall not be forthcoming except for good cause shown.

(c) Notwithstanding subsection (b) above, in the first school year in which a school provides instruction, the days and hours of operation shall be those set forth in the school’s charter application in the Terms of Operation, except that the Education Corporation shall have the discretion, and without seeking permission of the Trustees, to (i) provide ten (10) fewer days of instruction than the amount set forth in the Terms of Operation for such school and (ii) lengthen the school day and school year for such school as it deems necessary and appropriate so long as the Education Corporation provides timely notice to parents of such changes.

3.9 Student Disciplinary Codes. Each school shall maintain and implement written rules and procedures for student discipline including guidelines for suspension and expulsion, and shall disseminate those procedures to students and parents. Such guidelines and procedures must be consistent with applicable law including, but not limited to, requirements for due process, provision of alternative instruction and federal laws and regulations governing the discipline and placement of students with disabilities. In the first year of operation of any school, the school’s discipline policy must be consistent with the discipline policy set forth in the school’s charter application in the Terms of Operation. Thereafter, the Education Corporation shall have the authority to make such modifications to the student disciplinary code of any school as it deems necessary and appropriate, and such modifications shall not require the permission of the Trustees or be deemed to constitute a revision to the Charter, except that material modifications of the disciplinary code shall be approved by the Education Corporation Board prior to such modifications becoming effective, and shall be reported as part of each School’s annual report as required by section 6.1 of the Charter Agreement.

3.10 Complaint Policies. The Education Corporation shall implement and maintain a complaint policy for each school to receive and handle complaints brought pursuant to Education Law § 2855(4). Initially, such policy shall be that policy set forth in each school’s charter application as set forth in the Terms of Operation. The Education Corporation shall have the power to amend each school’s complaint policy in any way it deems necessary and appropriate, so long as such amendments are approved by the Education Corporation Board and are consistent with applicable law and due process, and reported as part of each school’s annual report as required by section 6.1 of the Charter Agreement. A copy of each school’s complaint policy shall be distributed to the parents and/or guardians of students enrolled in the respective school and made readily available to all others requesting a copy. The Education Corporation shall also provide a copy of each school’s current complaint policy to the Trustees. Upon resolution of a complaint, the Education Corporation shall provide to the complainant:

(a) its written determination and any remedial action thereto;

(b) a written notice to the complainant that he or she may appeal the determination of the Education Corporation to the Trustees; and

(c) a copy of the Trustees’ grievance policies (as they are posted on the website of the Institute).

3.11 Student Transportation. The Education Corporation shall meet the transportation needs of students ineligible for transportation pursuant to Education Law § 3635 only to the extent provided for in each school’s charter application as set forth in the Terms of Operation. The Education Corporation may contract with a school district for the provision of supplemental transportation services to any school. All transportation provided by the Education Corporation shall comply with all safety laws and regulations applicable to other public schools. Notwithstanding the above, the Education Corporation’s failure to provide such supplemental transportation as is contemplated in the Terms of Operation for a school where such transportation was to be provided by contract with the school district, shall not be deemed a material or substantial violation of the charter as defined in the Act, where the Education Corporation has attempted to negotiate such contract in good faith with the applicable school district. In such event, the Trustees may require the Education Corporation to provide the contemplated supplemental transportation services by alternate means if such means would be reasonable under the circumstances.

3.12 Health Services. The Education Corporation shall provide health services at each school as are set forth in the Terms of Operation, or their equivalent, so long as the services provided meet applicable law.

3.13 Food Services. The Education Corporation shall provide the food services designated for each school consistent with or equal to those outlined in the Terms of Operation.

3.14 Facilities; Locations. The building(s) in which any school is to be located shall be known as its school facility (the “**School Facility**”).

(a) Prior to May 15 of the year that any school intends to provide instruction for the first time, the Education Corporation shall have:

(i) entered into a lease, purchase agreement or other such agreement for such school that has been reviewed by counsel to the Education Corporation. The Education Corporation shall provide to the Trustees a letter from such counsel attesting to such review prior to the May 15 deadline. The lease, purchase agreement or other such agreement shall provide the Education Corporation with all rights and permissions as are necessary to operate the school as a school in the School Facility according to the plan for the school set forth in the Terms of Operation (the “**Facility Agreement**”);

(ii) provided to the Trustees for review and approval a copy of the Facility Agreement and a detailed schedule setting forth the steps necessary to make the school Facility ready for commencement of instruction, together with the dates upon which such steps will be completed (the “**Facility Completion Schedule**”). The Facility Completion Schedule shall indicate the permits and licenses required to be obtained prior to the Education Corporation being legally able to operate the school in the School Facility (including, but not limited to, a certificate of occupancy) (collectively the “**Permits**”) with the dates on which each such Permit shall be obtained, a detailed construction / renovation timeline (if applicable), which describes the work to be completed and the dates on which such work will be completed, and an updated and detailed budget for all costs associated with preparing the School Facility for occupancy; and

(iii) provided to the Trustees for review updated annual budgets (A) for the school for the remainder of the period of the Education Corporation has authority to operate the school, and (B) for the Education Corporation for the remainder of the Provisional Charter term, each reflecting the costs of the Facility Agreement in the form set forth in section 5.5 herein.

(b) In the event that a Facility Agreement is not in place by May 15 of the calendar year in which a school intends to first provide instruction, the school may not commence instruction until the start of the school year succeeding such scheduled start, subject, however, to having (i) entered into a Facility Agreement, (ii) provided to the Trustees such agreement as well as the Facility Completion Schedule by May 15 of such succeeding year, and (iii) the subsequent approval of the Trustees. Notwithstanding the immediately foregoing sentence, the Trustees may waive the restrictions contained therein upon good cause shown and extend the date upon which the Facility Agreement and Facility Completion Schedule would be otherwise due.

(c) In the event that the Trustees find, through their review of the Facility Completion Schedule, the Facility Agreement or any other inquiry and investigation, that it is unlikely that the School Facility will be completed and that all Permits will be obtained in time for the opening of the school on the school’s scheduled opening date, the Trustees may require the Education Corporation to delay the school’s commencement of instruction until the next academic year or such other date as the Trustees may designate. In the event that the Trustees require such delay, they shall provide their reasons in writing to the Education Corporation by July 15 of the year in which the school is then scheduled to provide instruction.

(d) Pursuant to Education Law § 2851(2)(j), and notwithstanding any contrary provision of this section, in the event that the Terms of Operation do not identify a school facility for a particular school, the Education Corporation shall notify the Trustees and the Regents within ten (10) business days of such School Facility having been identified.

(e) The Education Corporation shall take such actions as are necessary to ensure that the Facility Agreement and Permits for each school and site are valid and in force at all times that the Education Corporation has authority to operate such school or site.

3.15 Changes in Location. The Education Corporation may change the physical location of a School Facility or obtain additional buildings for a School Facility within the same school district (in the case of the New York City School District, the borough) or obtain additional space in a building the school already occupies provided that the Education Corporation satisfies the provisions of the Act including, but not limited to, Education Law   
§ 2853(1)(b-1) and provided further that:

(a) the Education Corporation notifies the Trustees of the proposed change in location or addition of facilities for the school, in the case of an August or September opening, prior to May 15 of the calendar year in which the school intends to provide instruction in the new or additional facility, or, in the case of any other opening, one hundred and twenty (120) days prior to the proposed commencement of instruction in the new or additional facility, and provides the Trustees with (i) a Facility Completion Schedule, (ii) an unexecuted Facility Agreement or a statement setting forth the material terms of the lease or purchase agreement, (iii) a letter from legal counsel for the Education Corporation indicating that such counsel has reviewed such terms, and (iv) updated annual budgets (A) for the school for the remainder of the period the Education Corporation may operate the school, and (B) for the Education Corporation for the remainder of the Provisional Charter term, each reflecting the costs of the Facility Agreement in the form set forth in section 5.5; and provided further that

(b) the Trustees do not issue a denial to the Education Corporation within sixty (60) days of its receipt of such notification. The Trustees may issue a denial only for good cause. A failure to provide the Trustees with the notice period and/or Facility Completion Schedule for the school required by subsection 3.15(a), together with all material terms regarding the lease or purchase of the proposed School Facility, within the time frames set forth therein shall constitute good cause. Notwithstanding the immediately foregoing, the Trustees may shorten or otherwise waive the one hundred and twenty (120) day notice or other requirement for good cause shown. A failure to obtain the permission of the Trustees as specified above shall cause any Facility Agreement entered into without such permission to be voidable at the discretion of the Trustees.

3.16 Monitoring Plan and Oversight. The Education Corporation acknowledges that the Trustees, or their authorized agents, and the Regents have the right to visit, examine into and inspect the Education Corporation as well as any school or program the Education Corporation may operate and any records related to any of the foregoing. To permit the Trustees to fulfill their oversight function under the Act and ensure that the Education Corporation and each of its schools is in compliance with all applicable laws, rules and regulations and the terms and conditions of this Charter Agreement and the Provisional Charter, the Education Corporation agrees to abide by the Monitoring Plan that the Institute will implement for the Education Corporation and each school as applicable, the requirements of which are set forth at Exhibit B.

3.17 Special Education and Funding of Services. (a) The Education Corporation shall provide services and accommodations to students with disabilities as set forth for each school in the Terms of Operation and in accordance with the Special Education Assurances set forth in Exhibit C hereto, the Individuals with Disabilities Education Act (20 U.S.C. § 1401 *et* *seq*.) (the “**IDEA**”), the Americans with Disabilities Act (42 U.S.C. § 12101 *et* *seq*.) (the “**ADA**”) and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“**Section 504**”) and all applicable regulations promulgated pursuant to such federal laws including providing services to attending students with disabilities in accordance with the individualized education program (“**IEP**”) recommended by the committee or subcommittee on special education of the student's school district of residence or as assigned by such district (“**CSE**”). Pursuant to Education Law § 2853(4)(a), each school shall provide such appropriate and required services either directly, cooperatively with another school operated by the Education Corporation or by contract with another provider, and, to the extent not otherwise indicated in the Terms of Operation, the Education Corporation may, elect to have certain services provided by a student’s school district of residence. The Education Corporation may seek reimbursement from a student’s district of residence for special education and related services provided by the Education Corporation, pursuant to a student’s IEP or Section 504 plan, to the extent permitted under Education Law § 2856 and the New York Laws of 2002, chapter 83, part H, § 102.

(b) The Education Corporation is authorized to receive from a local school district direct payment of any federal or State aid attributable to a student with a disability attending any school in proportion to the level of services for such student with a disability that the school provides directly or indirectly as provided by law, or as set forth in contract.

**SECTION 4. PERSONNEL**

4.1 Status. The Education Corporation Board shall employ and/or contract with necessary personnel. The Education Corporation shall provide written notice to the Trustees within five (5) business days of the hiring or departure (by resignation or dismissal) of the director, principal or head of any school, however designated, as well as any similarly titled person managing or overseeing multiple schools for the Education Corporation. The organizational structure of the Education Corporation and each school shall be consistent with the structures set forth in the Terms of Operation.

4.2 Personnel Policies; Staff Responsibilities. The Education Corporation shall make available in written form its hiring and personnel policies and procedures for the Education Corporation, and, if applicable, for each school including the qualifications required by the Education Corporation and each school in the hiring of teachers, school administrators and other school employees as well as a description of staff responsibilities. Such policies and procedures shall be consistent with those set forth in the Terms of Operation.

4.3 Instructional Providers. The Education Corporation shall employ or otherwise utilize in instructional positions only those individuals who are certified in accordance with the requirements applicable to other public schools, or who are otherwise qualified to teach under Education Law §§ 2854(3)(a-1)(i)-(iv) and applicable federal law including the federal No Child Left Behind Act of 2001 and the IDEA. For purposes of this section, "instructional positions" means all those positions involving duties and responsibilities that, if otherwise undertaken in the New York public schools, would require teacher certification. At any school, teachers excepted from certification under Education Law §§ 2854(3)(a-1)(i)-(iv) shall not in total comprise more than thirty percent (30%) of the instructional employees of the school, or five (5) teachers, whichever is less, and shall have the qualifications required by state and federal law including, but not limited to, those imposed under the No Child Left Behind Act of 2001. A teacher certified or otherwise approved by the Commissioner of Education of the State (the “**Commissioner**”) shall not be counted against these numerical limits.

4.4 Paraprofessionals. Paraprofessionals employed by the Education Corporation must meet all credentialing requirements imposed by applicable federal law.

4.5 Background Checks; Fingerprinting. The Education Corporation shall establish, maintain and implement procedures for conducting background checks (including a fingerprint check for a criminal record) of, and appointing on an emergency conditional basis (if applicable), all Education Corporation employees and prospective employees (whether part or full time) who work or would work in any school, as well as any individual who has regular access to the students enrolled in any school (including, but not limited to, employees and agents of any company or organization which is a party to a contract to provide services to the Education Corporation’s school(s)) to the extent required by Education Law § 2854(3)(a-2) and the applicable requirements of the Safe Schools Against Violence in Education legislation (Education Law § 2801-a) and 8 N.Y.C.R.R. §§ 87 and 155.17. The Education Corporation may, but is not required to, conduct any and all other background checks permitted by law.

4.6 Collective Bargaining. In all cases when the Education Corporation is a party to a collective bargaining agreement, the Education Corporation must provide a copy thereof to the Institute including any extensions and side letters, amendments and renewals. In addition, in accordance with Education Law § 2854(3)(b-1), in the event that

(a) student enrollment at any school on the first day on which the school commences instruction does not exceed two hundred fifty (250) or the average daily student enrollment of the school does not exceed two hundred fifty (250) at any point during the first two (2) years after the school commences instruction; or

(b) the Trustees have granted to the Education Corporation a waiver for such school pursuant to Education Law § 2854(3)(b-1) *and* the school’s enrollment exceeds two hundred fifty (250) at any point during the first two (2) years;

then employees of the Education Corporation employed at such school shall not be deemed members of any existing collective bargaining unit representing employees of the school district in which the school is located, and the Education Corporation and its employees located at such school shall not be subject to any existing collective bargaining agreement between the school district and its employees or be recognized as any particular bargaining unit. The Education Corporation may, in its sole discretion, choose whether or not to offer the terms of any existing collective bargaining agreement to any school or Corporation employees. If employees of a school of the Education Corporation are not represented by an existing collective bargaining unit, the Education Corporation shall afford reasonable access to any employee organization during the reasonable proximate period before any representation question is raised. If the employee organization is a challenging organization, reasonable access shall be provided to any organization seeking to represent employees beginning with a date reasonably proximate to a challenge period.

(c) the conditions in subsections (a) or (b) immediately above are not met, then the employees of any school who are eligible for representation under Article 14 of the Civil Service Law shall be deemed to be represented in a separate negotiating unit at the school by the same employee organization, if any, that represents like employees in the school district in which the school is located.

4.7 Teacher Retirement Systems. To the extent permitted by law, the employees of the Education Corporation may be deemed employees of a local school district for the purpose of providing retirement benefits including membership in the teachers' retirement system and other retirement systems open to employees of public schools. The financial contributions for such benefits shall be the responsibility of the Education Corporation and its employees. Notwithstanding any contrary provision of the Charter Agreement, the parties shall abide by further regulations promulgated by the Commissioner, in consultation with the New York State Comptroller, to implement the provisions of this section including 8 N.Y.C.R.R. § 119.2.

# SECTION 5. FINANCIAL OPERATIONS OF EDUCATION CORPORATION

* 1. Management and Financial Controls. The Education Corporation shall at all times maintain appropriate governance and managerial procedures and financial controls and maintain same at each school operated by the Corporation. To better ensure this outcome from the Education Corporation’s commencement, the Corporation shall provide a statement to the Trustees no later than sixty (60) days from the Effective Date concerning the status of management and financial controls (the "**Initial Statement**") of the Education Corporation. The Initial Statement must address whether the Education Corporation has documented adequate controls relating to:

(a) preparing financial statements in accordance with generally accepted accounting procedures;

(b) payroll procedures;

(c) accounting for contributions and grants;

(d) procedures for the creation and review of quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing and reviewing such financial statements for the Education Corporation and for each school; and

(e) appropriate internal financial controls and procedures.

The Initial Statement shall be reviewed and ratified by the Education Corporation Board prior to its submission to the Trustees. The Education Corporation shall thereafter retain an independent certified public accountant or independent certified public accounting firm licensed in the State to perform an agreed-upon procedures engagement (the “**Independent Accountants’ Report**”) in accordance with attestation standards established by the American Institute of Certified Public Accountants. The purpose of the engagement will be to assist the Education Corporation Board and the Trustees in evaluating the Initial Statement and the procedures, policies and practices established thereunder. The engagement shall commence within forty-five (45) days after the date on which the Education Corporation has received and disbursed more than $50,000 in monies received from payments from school districts, under Education Law § 2856, or from grants or other revenue sources. The resulting Independent Accountants’ Report should be provided to the Education Corporation Board no later forty-five days (45) after the commencement of such engagement with a copy to the Trustees. In the event that the Independent Accountants’ Report reveals that any of the above management and financial controls (subsections (a) – (e) of this section) are not in place, the Education Corporation shall remedy such deficiencies no later than forty-five (45) days from the date the Independent Accountants’ Report was received by the Education Corporation Board and shall provide to the Trustees within that forty-five (45) day period a statement that all deficiencies identified in the Independent Accountants’ Report have been corrected. Such statement shall identify the steps undertaken to correct the identified deficiencies. The Trustees may require additional evidence to verify the correction of all such deficiencies. All documents required to be submitted pursuant to this section 5.1 shall be submitted electronically in accordance with guidance published on the website of the Institute.

(f) Upon the granting of the authority to operate an additional, new school (i.e., authority not acquired through merger) and prior to its opening: (i) the Education Corporation’s Treasurer or an employee or agent acting on behalf of the Education Corporation pursuant to a specific delegation of authority from the Education Corporation Board, shall certify to the Trustees that substantially similar financial controls have been instituted for the new school; or the Education Corporation shall comply with the Initial Statement procedures set forth in subsections 5.1(a)-(e). Any certification required by this section shall be in the form and manner, and submitted on the schedule, set forth on the website of the Institute.

5.2 Financial Statements; Interim Reports. All financial statements that the Education Corporation is required to prepare shall be in accordance with generally accepted accounting principles then in effect for not-for-profit corporations. During each year of operation, the Education Corporation shall prepare and submit to the Trustees within forty-five (45) days of the end of each quarter of its fiscal year an unaudited statement of income and expenses for that preceding quarter in such form and electronic format as prescribed and disseminated by the Trustees and currently available through the website of the Institute to include, but not be limited to, certain financial statements for each school operated by the Education Corporation in addition to the aggregated statements for the Education Corporation as determined by the Institute.

5.3 Audits. (a) The Education Corporation shall retain an independent certified public accountant or certified public accounting firm licensed in the State to perform annually an audit of the Education Corporation’s annual financial statements. The independent audit of the Education Corporation’s financial statements must be performed in accordance with generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States, as well as any additional requirements and guidelines provided by the Trustees to include certain information, schedules and testing related to each school operated by the Education Corporation. The audited financial statements must be submitted to the Trustees by November 1 of each year. In addition, and pursuant to the same timetable, the Education Corporation must require its independent certified public accountant to issue a report on compliance with laws, regulations, contracts and grants and on internal controls over financial reporting, based on its audit of the financial statements. The Education Corporation must submit this report to the Trustees together with a corrective plan addressing any weaknesses or problems identified in the planning and performance of the audit. The corrective plan must address each suggestion for consideration of management contained in the compliance report and include a timetable that identifies the date by which each corrective step will have been completed.

(b) The Education Corporation shall also conduct annual programmatic audits at each of its schools to the extent required of other public schools, with such audits being comparable in scope to those required of other public schools.

All documents required to be submitted pursuant to this section 5.3 shall be submitted electronically in accordance with guidance published on the website of the Institute.

5.4 Fiscal Year. The fiscal year of the Education Corporation shall begin on July 1 of each calendar year of the term of the Provisional Charter and shall end on June 30 of the subsequent calendar year.

5.5 Annual Budgets and Cash Flow Projections. (a) The Education Corporation shall prepare and provide to the Trustees a copy of its annual budgets and cash flow projections for (i) the Education Corporation as a whole, and (ii) each school, each fiscal year by no later than June 30 of the immediately preceding fiscal year.

(b) During the Education Corporation’s first fiscal year in which its first school(s) provides instruction, the Education Corporation shall provide its annual budget by August 1 of such year in the event that the budget or projection differs in any material respect from that set forth in the Terms of Operation. Thereafter, when a new school of the Education Corporation commences instruction, the Education Corporation must submit its and all of its operating schools’ budgets and cash flow projections in accordance with subsection (a) immediately above, but may submit the budget and cash flow projection of the new school by August 1 of such year in the event that the budget or projection differs in any material respect from that set forth in the Terms of Operation for such school.

(c) All annual budgets and cash flow projections shall be in such form and electronic format as prescribed and disseminated by the Trustees, which will be available on the website of the Institute.

5.6 Maintenance of Corporate Status; Tax Exemptions. The Education Corporation shall maintain its status as a not-for-profit New York education corporation. The Education Corporation Board shall obtain federal tax-exempt status pursuant to § 501(c)(3) of the Internal Revenue Code no later than one (1) year following the Effective Date, it being understood that the Education Corporation shall not be in violation of this provision during such time as the application for federal tax-exempt status is pending, but only if such application was timely filed and such filing was materially complete. The Education Corporation shall provide the Trustees with copies of all applications and filings relating to its seeking and maintaining its § 501(c)(3) tax-exempt status.

5.7 Insurance. The Education Corporation shall, at its own expense, purchase and maintain the insurance coverage for liability, property loss, and the personal injury of students for the Education Corporation and for each school or site as is described in the Terms of Operation together with any other additional insurance that the Education Corporation deems necessary. Such insurance policies shall be in effect by July 30 of the year in which the Provisional Charter is first effective, and, in the case of liability insurance, by such date or upon the first date that the Education Corporation contracts with any employee, whichever date is earlier. In the case of additional schools, the applicable insurance must be in effect prior to employees or students being present in the School Facility. The Education Corporation shall provide the Trustees with certificates of insurance or other satisfactory proof evidencing coverage including, but not limited to, renewal policies within five (5) days of the commencement of each such policy, or additions, riders or amendments thereto covering additional schools. All such insurance policies shall contain a provision requiring notice to the Trustees, at least thirty (30) days in advance, of any material change, nonrenewal or termination. Notwithstanding any provision to the contrary, the Education Corporation shall take all steps necessary to comply with any additional regulations promulgated by the Commissioner and State Superintendent of Insurance to implement Education Law   
§ 2851(2)(o).

# SECTION 6. REPORTS

6.1 Annual Reports. No later than August 1 succeeding a school year in which any school provided instruction (or received funding under Education Law § 2856), the Education Corporation, pursuant to Education Law § 2857(2), shall submit to the Trustees and the Regents an Annual Report for each school setting forth the academic program and performance of each school for the preceding school year. In accordance with the Act, the Annual Report shall be posted on each school’s or the Education Corporation’s website, as applicable. The Annual Report shall be in such form as shall be prescribed by the Commissioner and shall include at least the following components.

1. A report card, which shall be in such form and provide such data as set forth at 8 N.Y.C.R.R. § 119.3, which shall be easily accessible to the community including making it publicly available by transmitting it to local newspapers of general circulation and making it available for distribution at Education Corporation Board meetings.
2. A discussion of each school’s progress made towards achievement of the goals set forth in the Terms of Operation including its Accountability Plan.
3. A certified financial statement setting forth, by appropriate categories, the revenues and expenditures for each school for the preceding school year including a copy of the most recent independent fiscal audit of the Education Corporation.

In addition, as part of the Annual Report, the Education Corporation shall provide for each school the following information to the Trustees.

(d) A report on the progress of each school in meeting the goals and measures of the Accountability Plan during the last school year (the “**Accountability Plan Progress Report**”). The Accountability Plan Progress Report must contain data addressing each goal and measure in the school’s Accountability Plan and should report data as required by the Trustees in order for the Trustees to substantiate outcomes. The Accountability Plan Progress Report shall be prepared pursuant to any requirements set forth by the Trustees including the AnnualReporting Guidelines, which will be available on the website of the Institute. To the extent permitted by the Regents, the Accountability Plan Progress Report may be submitted in satisfaction of the requirement set forth at subsection 6.1(c) of this Charter Agreement. Should the Accountability Plan Progress Report indicate that the school has not met one or more of the goals in its Accountability Plan, the Trustees may require the Education Corporation to submit a corrective plan for the school pursuant to section 8.3 of the Charter Agreement.

(e) The school calendar for the present school year, such calendar to be consistent with subsection 3.8(b) of the Charter Agreement, setting forth the days and hours of operation for the regular school session as well as the summer session in the succeeding calendar year, if any is to be provided.

(f) The statement of assurances relating to compliance with requirements under the Provisional Charter, Charter Agreement and applicable law, the form and requirements of which shall be determined by the Trustees and contained in the Annual Reporting Guidelines.

(g) A School Trustee Disclosure Report for each Corporate Trustee who served on the Education Corporation Board during the preceding year in such form and manner as prescribed by the Trustees and as contained in the Annual Reporting Guidelines.

(h) A statement regarding rates of attrition for both students and teachers during the previous fiscal and school year, the form and requirements of which shall be determined by the Trustees and as contained in the Annual Reporting Guidelines.

(i) A brief statement, as more fully described in the Annual Reporting Guidelines, setting forth changes to the school’s educational program and mission as well as governing and organizational structures, during the previous fiscal and school year.

(j) The school’s progress in meeting the Enrollment and Retention Targets, the form and requirements of which shall be determined by the Trustees and contained in the Annual Reporting Guidelines or otherwise posted on the website of the Institute.

6.2 Financial Reports. The School Corporation shall provide the financial reports required by sections 5.1, 5.2, 5.3 and 5.5 of the Charter Agreement pursuant to the terms and dates specified therein.

6.3 Child Abuse in an Educational Setting. Whenever the Education Corporation makes a determination under Article 23-B of the Education Law that there is a reasonable suspicion to believe that an act of child abuse has occurred at one of its schools (within the meaning of the statute), the Education Corporation must notify the Trustees of the same in addition to the other required statutory notifications. The Trustees shall not redisclose this information except in accordance with applicable law.

**SECTION 7. OTHER COVENANTS AND WARRANTIES**

* 1. Compliance with Laws and Regulations. The Education Corporation shall operate at all times in accordance with the Act and other applicable laws, rules and regulations and its schools shall meet the same health and safety, civil rights, and student assessment requirements as are applicable to other public schools, except as otherwise set forth in the Act.

7.2 Freedom of Information and Open Meetings Law. The Education Corporation shall maintain and implement policies in order to ensure that it is in compliance with Articles Six (“**FOIL**”) and Seven (“**Open Meetings Law**”) of the New York Public Officers Law and all corresponding regulations.

(a) The Education Corporation shall: (i) issue FOIL “regulations” in accordance with the regulations of the Committee on Open Government; (ii) maintain a FOIL policy for each school accessible to parents; and (iii) post and have accessible the required notices and lists, as applicable, set forth in Article 6 of the Public Officers Law.

(b) The Education Corporation Board shall: (1) promulgate an Open Meetings Law policy that is accessible to parents in each school; (ii) post notices and provide a media advisory in accordance with the Open Meetings Law regarding each Education Corporation Board meeting; and (iii) take and maintain minutes of all meetings and executive sessions of the Education Corporation Board and its committees, if any.

7.3 Non-discrimination. The Education Corporation shall not discriminate against any student, employee or any other person on the basis of ethnicity, national origin, gender (except with respect to students in single-sex schools), or disability or any other ground that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights laws.

# SECTION 8. CORPORATE AND SCHOOL RENEWAL; CORRECTIVE PLANS; TERMINATION

* 1. Corporate Renewal Notice. No later than August 1 in the calendar year prior to expiration of the Provisional Charter, the Education Corporation may provide to the Trustees an application to extend the Provisional Charter in accordance with Education Law   
     § 2851(4) (the “**Extension Application**”). The Trustees may, at their sole discretion, waive the August 1 date restriction upon a written request from the Education Corporation; however, the publication of a later application deadline date on the website of the Institute shall constitute such waiver. The Extension Application shall conform to the Institute’s guidelines and contain:

1. a report of the progress made by the Education Corporation in achieving the educational objectives set forth in the Charter; and
2. a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the Education Corporation that will allow a comparison of such costs to other schools, both public and private; and
3. copies of each of the Annual Reports of the schools operated by the Education Corporation including the school report cards and certified financial statements; and
4. evidence of parent and student satisfaction at each school; and
5. the means by which each school will meet or exceed each school’s Enrollment and Retention Targets; and
6. a summary of the current status of any school’s probationary status, closure plan, or corrective action plan; and
7. such other material and information as is required by the Trustees.
   1. Approval or Denial of Charter Extension. The Trustees shall either approve or deny the Extension Application. In the event that the Extension Application is not approved, then the parties to the Charter Agreement shall fulfill their respective obligations hereunder to the end of the term of the Provisional Charter, and the Education Corporation shall follow the procedures for dissolution as set forth in Education Law § 2851(2)(t) as supplemented by section 8.9 of this Charter Agreement. In the event that the Extension Application is granted, the Trustees, pursuant to Education Law §§ 2851(4) and 2852, shall enter into a proposed renewal charter with the Education Corporation and forward the proposed renewal charter and Extension Application to the Regents. Nothing herein shall obligate the Trustees to approve an Extension Application or resubmit a proposed renewal charter.
   2. School Renewal Notice. No later than August 1 in the calendar year that is the last year of a school’s Accountability Period (as defined in the Accountability Plan Guidelines), the Education Corporation may provide to the Trustees an application to extend the authority to operate a school (the “**School** **Renewal Application**”). The Trustees may, at their sole discretion, waive the August 1 date restriction upon a written request from the Education Corporation; however, the publication of a later application deadline date on the website of the Institute shall constitute such waiver. The School Renewal Application shall conform to the Institute’s guidelines and contain:
8. a report of the progress of the school in achieving the educational objectives set forth in the Terms of Operation; and
9. a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the school that will allow a comparison of such costs to other schools, both public and private; and
10. copies of each of the Annual Reports of the school including the school report cards and certified financial statements; and
11. evidence of parent and student satisfaction at the school; and
12. the means by which the school will meet or exceed its Enrollment and Retention Targets; and
13. such other material and information as is required by the Trustees.
    1. Approval or Denial of School Renewal. The Trustees shall either approve or deny the School Renewal Application. In the event that the School Renewal Application is not approved, the Education Corporation shall close the school at the end of the school year that corresponds with the end of the period the Education Corporation may operate the school, and the Education Corporation shall follow the procedures for school closure as set forth in section 8.8 of this Charter Agreement. In the event that the School Renewal Application is granted in whole or part, the Trustees, pursuant to Education Law § 2852(7), shall enter into a proposed charter revision with the Education Corporation to amend the Terms of Operation to allow the Education Corporation to operate the school for an additional period of time in accordance with the Trustees renewal practices, which will be available on the website of the Institute, and forward the proposed revision to the Regents. In the event the Provisional Charter term does not correspond to the school’s renewal period, and the Provisional Charter would expire prior to the expiration of the school’s renewal term, the Trustees will, upon application, so extend the charter term unless there is cause to revoke or terminate the Charter at that time pursuant to the Act or this Charter Agreement. Nothing herein shall obligate the Trustees to approve a School Renewal Application or an Extension Application or resubmit a proposed revision to renew the authority to operate a school.

8.5 Corrective Plans. If the Trustees determine that the Education Corporation or any of its schools or sites is not progressing toward one or more of the performance or education goals set forth in the Charter, that the quality of a school’s or site’s educational program or the Education Corporation’s governance practices are not satisfactory, or that the Education Corporation or any of its schools or sites is not in compliance with the terms and conditions of the Provisional Charter or the Charter Agreement including the Monitoring Plan, then the Trustees, in consultation with the Education Corporation, may develop and require the Education Corporation to implement a corrective plan (“**Corrective Plan**”). Nothing contained herein shall require the Trustees to undertake the development of a Corrective Plan or be in derogation of the Trustees’ or the Regents’ ability to revoke the Provisional Charter, place the Education Corporation on probationary status, or initiate mandatory remedial action in accordance with the Act and sections 8.6 and 8.7 of the Charter Agreement.

8.6 Grounds for Charter Termination or Revocation. The Charter may be terminated and revoked:

(a) by the Trustees or the Regents in accordance with section 2855 of the Education Law; or

(b) by mutual agreement of the Parties hereto.

8.7 Grounds for School Closure. The Education Corporation’s authority to operate any school may be terminated or revoked:

(a) should the Trustees determine that one of the grounds set forth in Education Law § 2855 apply to such school; or

(b) by mutual agreement of the Parties hereto.

8.8 Notice and Procedures. (a) Should the Trustees determine that one of the grounds for termination or revocation of the Charter as defined under the Act has occurred or is occurring, the Trustees may, at their discretion, elect as follows:

(i) to terminate the Charter; or

(ii) terminate the Education Corporation’s authority to operate one or more programs, schools or sites, or any combination thereof; or

(iii) to place the Education Corporation on probationary status and prepare and cause the Education Corporation to implement a remedial action plan the terms and conditions of which the Education Corporation must agree to abide by in all respects.

(b) Should the Trustees elect to terminate the Charter, notice of such shall be provided to the Education Corporation Board at least thirty (30) days prior to the effective date of the proposed termination. Such notice shall include a statement of reasons for the proposed termination. Prior to termination of the Charter, the Education Corporation shall be provided an opportunity to be heard and present evidence in opposition to termination.

(c) Should the Trustees elect to place the Education Corporation on probationary status, such probation shall be effective upon notice to the Education Corporation. In the event that the Education Corporation is placed on probationary status, and does not abide by the terms and conditions of the remedial action plan to the satisfaction of the Trustees, or refuses to implement such plan, the Trustees may declare the Charter terminated with notice of such decision to be given to the Education Corporation Board at least five (5) days prior to the termination date set by the Trustees. The terms and conditions of a remedial plan may include, but are not limited to, the termination of the authority of the Education Corporation to operate a school, site or program.

(d) Should the Trustees elect to terminate the authority of the Education Corporation to operate a school or site, notice of such shall be provided to the Education Corporation Board in the same manner as set forth in subsection (b) of this section 8.8.

(e) Should the Trustees elect to terminate the authority of the Education Corporation to operate a program, notice will be provided to the Education Corporation, but the Trustees are not obligated to follow the procedures set forth above.

8.9 Education Corporation Dissolution and Dissolution Reserve Fund.   
 (a) In the event of termination of the Charter, whether prematurely or otherwise, the Education Corporation shall establish and follow procedures consistent with those required by subdivision 2851(2)(t) of the Education Law for the transfer of students and student records to the school district in which each school is located and for the disposition of the Education Corporation’s assets to another charter school located within the school district or the school district in which the Education Corporation is located. In addition, in case of such an event, voluntary surrender of the Charter or the closure of all of the schools of the Education Corporation without termination of the Charter, the Education Corporation will follow any additional procedures required by the Trustees or the Regents to ensure an orderly dissolution or transition process, (including the implementation of an education corporation closure plan as provided by and posted on the website of the Institute, appointment of pupil placement coordinators, a custodian of records and any other necessary personnel).

(b) The Education Corporation must create a dissolution reserve fund or account for purposes of school closure and/or dissolution of the Education Corporation in an amount to be determined as follows:

(i) seventy-five thousand dollars ($75,000) per school for each of the first two (2) schools operated by the Education Corporation to be funded, at a minimum, by reserving twenty-five thousand dollars ($25,000) per year during the first three (3) years of operation of each school;

(ii) twenty-five thousand dollars ($25,000) per school for each additional school operated by the Education Corporation to be reserved in the first year of operation of each school up to a maximum of three hundred and fifty thousand dollars ($350,000).

(c) In the event any of the conditions in sections 8.7 or 8.8 exist or any of the following events:

(i) grounds for termination or revocation of the Charter or of the authority of the Education Corporation to operate any of its schools exist as set forth in the Act or this Charter Agreement, or there is fiscal mismanagement, lack of organizational viability, or lack of educational soundness; or

(ii) when the Trustees make a finding that any school of the Education Corporation is far from meeting most of the goals in its Accountability Plan and not making substantial progress toward meeting those goals;

(iii) when the Trustees deny approval of a charter extension for the Education Corporation or deny school renewal for one or more schools; or

(iv) current or future litigation, or other events that threaten the fiscal soundness of the Education Corporation as determined by the Trustees;

the Trustees may require the escrow or other third-party safeguarding of the funds in the dissolution reserve account and may require funds disbursed therefrom pursuant to terms and conditions determined by the Trustees or their designee.

(c) In the event the Education Corporation draws down funds from the dissolution reserve fund but does not dissolve, the Education Corporation shall deposit funds into the account to maintain the minimum balance set forth in this Charter Agreement. The Education Corporation shall provide notice to the Trustees anytime funds from the dissolution reserve fund are drawn or used for any purpose not set forth in this section.

(d) The provisions of this section 8.9 shall survive the termination, revocation or expiration of this Charter Agreement, the Charter or the Provisional Charter.

8.10 School Closure Procedures and Plan. (a) In the event of non-renewal or closure of one of the schools or sites operated by the Education Corporation, whether prematurely or otherwise, the Education Corporation shall establish and follow procedures consistent with those required by subdivision 2851(2)(t) of the Education Law, implement a school closure plan as published at that time on the website of the Institute, and follow any additional procedures required by the Trustees to ensure an orderly closure or transition process. The Education Corporation must put in place procedures to transfer students to other schools operated by the Education Corporation or the school district in which the school is located, and inform parents regarding educational options. In addition, the Education Corporation must retain and safeguard any student records from such school, and forward copies of same to each student’s new school or district as appropriate.

## SECTION 9. MISCELLANEOUS

* 1. Disclaimer of Liability. The parties acknowledge that the Education Corporation is not operating as the agent, or under the direction and control, of the Institute, the Trustees or the Regents except as required by law, Provisional Charter or this Charter Agreement, and that none of the Institute, the Trustees or the Regents assumes any liability for any loss or injury resulting from:

(a) the acts and omissions of the Education Corporation, its directors, trustees, agents or employees; or

(b) the use and occupancy of the building or buildings, occupied by the Education Corporation, or any matter in connection with the condition of such building or buildings; or

(c) any debt or contractual obligation incurred by the Education Corporation.

The Education Corporation acknowledges that it is without authority to extend the faith and credit of the Institute, the Trustees, the Regents or the public district schools to any third party.

9.2 Notice of Receipt of Summons, Complaint or Other Litigation. The Education Corporation shall provide written notice to the Trustees within five (5) business days of the receipt of any civil or criminal summons, complaint, arbitration or other litigation papers in which either the Education Corporation or any Corporate Trustee, officer or employee (acting in his or her corporate capacity) is a named party to the action or other proceeding.

9.3 Governing Law. This Charter Agreement shall be governed by, subject to and construed under the laws of the State without regard to its conflicts of law provisions.

9.4 Waiver. No waiver of any breach of this Charter Agreement shall be held as a waiver of any other or subsequent breach.

9.5 Counterparts; Signature by Facsimile. This Charter Agreement may be signed in counterparts, which shall together constitute the original Charter Agreement. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.

* 1. Terms and Conditions of Operation. (a) The Parties expressly agree that the Terms of Operation set forth overall goals, standards and general operational policies of the Education Corporation and the school(s) and site(s) it is permitted to operate, and that the Terms of Operation are not a complete statement of each detail of the Education Corporation’s or the schools’ or sites’ operations. To the extent that the Education Corporation desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Terms of Operation, the Education Corporation shall be permitted to implement such policies, procedures, and specific terms of operation without seeking the permission of the Trustees or a revision to the Charter Agreement, provided that such policies, procedures and terms of operation and any changes thereto are not otherwise prohibited, circumscribed or limited by the Act, other applicable law, the Provisional Charter or this Charter Agreement.

(b) Where there is a conflict between the terms of the Charter Agreement and the Terms of Operation, the terms of the Charter Agreement shall govern. Where a provision of the Charter Agreement provides additional terms or conditions as to modifying a specific policy, provision or term of operation, such specific terms and conditions shall govern. Where a provision of the Additional Assurances and Terms conflicts with the general Terms of Operation or the Charter Agreement such provision of the Additional Assurances and Terms shall govern. Where a provision of the Charter Agreement conflicts with the Provisional Charter, the terms of the Provisional Charter shall govern.

9.7 Revision. This Charter Agreement may be revised only by written consent of the Parties hereto and, in the case of material revisions, only pursuant to Education Law § 2852(7).

9.8 Assignment. This Charter Agreement may not be assigned or delegated by the Applicant(s) or the Education Corporation under any circumstances, it being expressly understood that the Charter granted hereby runs solely and exclusively to the benefit of the Education Corporation.

9.9 Notices. Any notice, demand, request or submission from one Party to any other Party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if and as of the date, it is delivered by hand, overnight courier, facsimile (with confirmation), by electronic mail as an attachment thereto with an valid electronic signature or an electronic image of a physical signature (.pdf format) or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to the Education Corporation: Model Charter School

With a copy to:

If to the Trustees: Charter Contract Desk

Charter Schools Institute

41 State Street, Suite 700, Albany, New York 12207

[charters@suny.edu](mailto:charters@suny.edu).

9.10 Severability. In the event that any provision of this Charter Agreement or the Terms of Operation thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Charter Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Charter Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

9.11 Entire Charter. The Charter Agreement supersedes and replaces any and all prior agreements and understandings between the Trustees and the Applicant(s). To the extent that any conflict or incompatibility exists between the Terms of Operation and the other terms of this Charter Agreement, such other terms of this Charter Agreement shall control.

9.12 Construction. (a) This Charter Agreement shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared the Charter Agreement.

(b) Wherever “charter application” appears herein, it shall be construed and used interchangeably with “proposal” as required by the context and the facts of charter issuance for any particular school or education corporation.

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BOARD OF TRUSTEES OF THE

STATE UNIVERSITY OF NEW YORK

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

By: Susan Miller Barker, acting for the Board of

Trustees of the State University of New York

Title: Executive Director, State University of New York,

Charter Schools Institute

MODEL CHARTER SCHOOL

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

By:

Title: Applicant

# SCHEDULE 1

## The Education Corporation has the authority to operate the

## following schools (until the stated date):

1. Model Charter School (through June 30, 2018)

2. Model Charter School 2 (through June 30, 2018)

# EXHIBIT A

## TERMS OF OPERATION

**ADDITIONAL ASSURANCES AND TERMS**

**ACCOUNTABLITY PLAN**

**ADDITIONAL ASSURANCES AND TERMS**

**EXHIBIT B**

**MONITORING PLAN**

**Monitoring Plan**

As provided in the Charter Agreement, the Education Corporation agrees to abide by a Monitoring Plan, the general components of which are set forth below. The requirements of the Monitoring Plan are in addition to any notification, record-keeping, or reporting requirements set forth in the Charter Agreement or applicable law including any obligation to receive the written approval of the Trustees or the Institute, and/or to seek approval for revision of the Charter pursuant to Education Law § 2852(7).

A. The Education Corporation shall maintain the following records in its offices for inspection by the Trustees and the Regents:

1. Records concerning the enrollment and admissions process including all applications received and documents concerning the lottery process if conducted;
2. Student academic and health records;
3. Attendance records for students, including withdrawals of students from each school;
4. Individual Education Programs and other documentation concerning the Individuals with Disabilities Education Act as well as documentation concerning section 504 of the Rehabilitation Act of 1975 for children with disabilities enrolled in each school;
5. Staff rosters including records of hiring, resignation, and termination of employees of the Education Corporation;
6. Evidence of credentials and/or qualifications for all teachers;
7. Evidence that required fingerprint supported background checks and emergency conditional appointments, if any, have been conducted for all school employees;
8. Certificates of occupancy or other facility-related certifications or permits;
9. Lease agreements and/ or mortgages or deeds;
10. Loan documents;
11. Contracts in excess of $1,000 including management contracts;
12. Education Corporation or school policies in areas such as financial management, personnel, student discipline (including suspension and expulsion), complaints, health and safety, student privacy and transportation, Freedom of Information Law, Open Meetings Law and other areas required by the Charter Agreement or law;
13. Grievances made by students, parents, teachers, and other employees of the Education Corporation including, but not limited to, complaints received by the Education Corporation Board or designee pursuant to subdivision 2855(4), together with documentation of all actions taken in response;
14. Inventory of all assets of the Education Corporation that have been purchased with public funds including grant funds; and
15. Documents sufficient to substantiate each school’s progress on the measurable goals set forth in its Accountability Plan.

B. To corroborate information submitted by the Education Corporation to the Trustees, and in order to ensure the Education Corporation’s full compliance with the Act, the Provisional Charter and the Charter Agreement, the Trustees will:

1. Make at least one visit to each school in its first year of operation, not including the Prior Action Visit. Such visits may include an inspection of the physical plant, all categories of records set forth in subsection A of the Monitoring Plan, interviews with the director of the school and other personnel, and observation of instructional methods. Visits in later years may decrease in frequency and be conducted by consultants or agents of the Charter Schools Institute;
2. Make at least one other visit to each school, which may be announced or unannounced;
3. Require the Education Corporation to make available necessary information in response to the Trustee’s inquiries including information necessary for the Trustees to prepare annual or semi-annual evaluations of each school’s financial operations, academic program, future outlook and other areas;
4. Conduct internal investigations as appropriate on its own initiative or in response to (i) concerns raised by students, parents, employees, local school districts and other individuals or groups including, but not limited to, complaints brought pursuant to Education Law § 2855(4). Where appropriate, the Trustees shall issue remedial orders as permitted by Education Law § 2855(4);
5. Review as necessary the Education Corporation’s and its schools’ operations to determine whether any changes in such operations require formal revision of the Charter pursuant to Education Law § 2852(7) and, if so, determine whether such revision should be recommended for approval; and
6. Encourage relevant officers, employees and agents of the Education Corporation to attend conferences, seminars and training sessions identified or sponsored by the Trustees and which are designed to assist the Education Corporation to fulfill its mission.

C. The Education Corporation Board shall provide the Institute with a copy of all minutes from each of its meetings, committee meetings and executive sessions within 30 days of the meeting or session regardless of whether same have been ratified or approved.

# EXHIBIT C

**ASSURANCES REGARDING  
SPECIAL EDUCATION**

## Assurances Regarding Special Education

The Education Corporation provides the following assurances regarding the provision of special education and other services to students to be enrolled at each proposed charter school.

* The Education Corporation will adhere to all provisions of federal law relating to students with disabilities including the IDEA, Section 504, and Title II of the ADA which are applicable to it.
* The Education Corporation will, consistent with applicable law, work with Local Educational Agency (LEA) school districts to ensure that all students with disabilities that qualify under the IDEA:
  + have available a free appropriate public education (“FAPE”);
  + are appropriately evaluated;
  + are provided with an IEP;
  + receive an appropriate education in the least restrictive environment (LRE);
  + are involved in the development of and decisions regarding the IEP, along with their parents; and
  + have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to a school’s or school district’s provision of FAPE.
    - Unless otherwise approved by the Trustees, the Education Corporation will employ for each school, at a minimum, a properly certified individual as the school’s special education coordinator, whose responsibilities will include coordinating with CSEs; providing information to and obtaining information from CSEs as needed throughout the year; determining if entering students have IEPs; and working with CSEs and school districts to ensure that all required special education and related services are being provided and that all IEPs are appropriate in the context of the charter school setting. The Education Corporation may permit the special education coordinator to take on additional administrative duties to the extent that they do not interfere with the coordinator’s responsibilities to ensure the school’s compliance with the IDEA, Section 504 and Title II of the ADA.
    - Each school will make available, as required by law, a student’s regular and special education teachers (and other required school personnel) for meetings convened by such student’s CSE, and provide such teachers and personnel with copies of the student’s IEP.
    - Each school will ensure that parents of children with special needs are informed of how their children are progressing on annual IEP goals and in the general curriculum at least as frequently as parents of regular education children.
    - Each school will abide by the applicable provisions and regulations of the IDEA and the Family Educational Rights Privacy Act of 1974 (FERPA) as they relate to students with disabilities including, but not limited to, having procedures for maintaining student files in a secure and locked location with limited access.
    - Each school’s special education coordinator will retain such data and prepare such reports as are needed by each disabled student’s school district of residence or the State Education Department in order to permit such entities to comply with federal law and regulations.
    - Each school will comply with its obligations under the Child Find requirements of IDEA including 34 C.F.R. § 300.111, and will provide appropriate notification to parents in connection therewith as applicable, including notifying them prior to providing a child’s name to a CSE for potential evaluation.
    - No school or the Education Corporation will convene its own CSE, make IDEA evaluations of children suspected of being disabled, create IEPs, reevaluate or revise existing IEPs or conduct due process hearings. The Education Corporation understands that these responsibilities are left solely to the CSE of the student’s district of residence and the Education Corporation will implement IEPs as written.
    - Appropriate Education Corporation personnel will attend such training and technical assistance seminars regarding the education and servicing of special education students as is required by the Trustees including those sponsored by the State Education Department.

1. Information on Accountability Plans and accountability reporting is available on the Institute’s website at: [www.newyorkcharters.org](http://www.newyorkcharters.org). [↑](#footnote-ref-1)
2. There are no limits in the Act as to how many renewal periods a charter school may receive. [↑](#footnote-ref-2)
3. The Act provides that a school’s charter may be revoked (or the school placed on probation) where the school’s performance on student achievement measures adopted by the Board of Regents is so low that the school would be potentially eligible for inclusion on the Commissioner of Education’s list of schools under registration review (SURR) in its second year and student performance has shown no improvement for three years. A decision to revoke based on student outcome measures is theoretically possible at the earliest in the fifth year of an initial charter term. In addition, the federal No Child Left Behind Act’s (“NCLB’s”) accountability standards apply to all charter schools and can result in school restructuring. Again, however, it typically takes a number of years for a school to receive such status. Therefore, practically speaking, for most schools, the renewal process will be the first time that a charter school faces high stakes consequences for its academic performance outcomes, rather than as a result of its long-term status as a SURR school. This process is in contrast to legal, financial and operational failures, which may result in the school’s charter being terminated at any time if such failures are sufficiently material. [↑](#footnote-ref-3)
4. SUNY has taken the position that this finding was intended only to apply to applications for new charter schools as opposed to renewal applications. [↑](#footnote-ref-4)
5. On May 13, 2008, September 15, 2010 and June 12, 2012, the SUNY Trustees delegated to a committee the authority to approve charter renewal applications and to re-submit such applications to the Board of Regents. [↑](#footnote-ref-5)
6. Charters issued through the request for proposal process in the Act may operate for five full school years, which eliminates the need for most charter extensions. [↑](#footnote-ref-6)
7. Pursuant to the SUNY Trustees’ delegation dated June 12, 2012, the Institute may extend charters for up to two years; the Charter Schools Committee must approve any longer extensions. [↑](#footnote-ref-7)
8. A school that is awarded a planning year or other extension is still considered to be in its initial charter period when it comes to renewal in its fifth full year of operation. [↑](#footnote-ref-8)
9. A school should not use this overview as its primary source of information about the process or standards that the Institute and the State University Trustees use in making renewal decisions. Nor should this document be the primary document for a school to prepare its application for renewal or to prepare for the renewal visit. As titled, it is merely an overview and its primary audience is teachers, parents and community members who may not need or wish to know every detail of this complex process. [↑](#footnote-ref-9)
10. Charter school contracts are also subject to revocation during the charter term. Revocation can occur if a school is in significant violation of the law or its charter. Generally, though not always, a charter school is put on probation and given an opportunity to correct its problems before a charter is revoked. [↑](#footnote-ref-10)
11. Updated September 4, 2013 and available on the Institute’s website at: <http://newyorkcharters.org/schoolsRenewOverview.htm> [↑](#footnote-ref-11)
12. Available at: <http://newyorkcharters.org/documents/SUNYRenewalBenchmarks5FINAL5-8-12.pdf> [↑](#footnote-ref-12)
13. See New York Education Law § 2852(2). [↑](#footnote-ref-13)
14. The Institute may conduct a renewal visit in the spring of the school year prior to the last year of a charter term. [↑](#footnote-ref-14)
15. These appear under Exhibit A – Terms of Operation of the current charter agreement. [↑](#footnote-ref-15)
16. In addition to the information contained in the Application for Charter Renewal, the Institute requires schools to submit a set of *Pre-Visit Documents* prior to the on-site renewal visit. This document list is included as *Appendix A* for reference. [↑](#footnote-ref-16)
17. The Institute will post a template for the enrollment chart at: http://newyorkcharters.org/schoolsRenewOverview.htm. [↑](#footnote-ref-17)
18. According to Education Law *§*2851(4), all schools submitting renewal applications after January 1, 2011 must include in the application the efforts it has, and will, put in place to meet or exceed enrollment and retention targets for the sub-populations as prescribed by the SUNY Trustees and based on the enrollment and retention figures of the selected populations attending public schools within the school district in which the charter school is located, or in New York City, the Community School District. Repeated failure to meet such targets is grounds for charter revocation per Education Law *§*2855(1)(e). [↑](#footnote-ref-18)
19. The Institute defines teacher of record as the No Child Left Behind highly qualified teacher who is either certified or meets one of the criteria under NY Education Law § 2854(3)(a-1).  The teacher of record will be used to calculate the overall number of teachers for the purposes of NY Education Law §2854(3)(a-1) wherein uncertified teachers will not exceed thirty (30) percent of the teaching staff or five (5), whichever is less. [↑](#footnote-ref-19)