

**The Renaissance Charter School
FIFTH RENEWAL CHARTER**

This agreement (the "Agreement") is executed by and between the Chancellor of the city school district of the City of New York (the "**Chancellor**") and the Board of Trustees of **The Renaissance Charter School**, (the "**Board**"), an independent public school (the "**Charter School**") established under the New York Charter Schools Act of 1998.

WITNESSETH:

WHEREAS, the State of New York enacted the New York Charter Schools Act of 1998, codified in part as Article 56 of the Education Law (the "**Act**");

WHEREAS, pursuant to § 2851 and §2852 of the Act, the Chancellor has the authority to approve applications to renew charter schools in the State of New York and thereafter to enter into agreements with applicants setting forth the terms and conditions under which a charter school is to operate;

WHEREAS, an application for **The Renaissance Charter School** was submitted to the Chancellor for the establishment of the Charter School pursuant to §2851 of the Act (as modified and supplemented, the "**Original Application**");

WHEREAS, the Chancellor approved the Original Application;

WHEREAS, pursuant to the Act, the Board of Regents of the University of the State of New York ("**Board of Regents**") approved the Original Application pursuant to the Chancellor's recommendation and issued a provisional charter incorporating an education corporation to establish and operate the Charter School;

WHEREAS, a renewal application was submitted on September 1, 2023 to the Chancellor for the continuance of the Charter School pursuant to §2851 of the Act (as modified and supplemented, the "**Renewal Application**");

WHEREAS, the Chancellor approved the Renewal Application;

WHEREAS pursuant to the Act, the Chancellor is authorized to enter into a charter agreement with the applicant;

WHEREAS, pursuant to §2852 of the Act, the Board of Regents is authorized to approve a charter application as proposed by the Chancellor and extend the Charter School's certificate of incorporation for the term set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained here, the parties hereby agree as follows:

SECTION 1. STRUCTURE OF SCHOOL

1.1 Charter. This Agreement, which incorporates the Renewal Application and an updated and revised copy of the Original Application, both attached hereto as **Exhibit A**, the Charter School Monitoring Plan (the "**Monitoring Plan**"), attached hereto as **Exhibit B**, and the Charter School Goals and Conditions, attached hereto as **Exhibit C**, shall constitute the charter (the "**Charter**"). The Charter, together with the provisional charter, shall set the terms for the operation of the Charter School and shall be binding on the Board. The Charter School, as an education corporation incorporated by the Board of Regents, is authorized to continue to operate a school in accordance with the Act and the terms and conditions of the Charter. Upon its effective date, the Charter supersedes and replaces the Fourth Renewal Charter and any other or previous agreements between the parties hereto.

1.2 Effective Date: Term. The Charter shall take effect immediately upon (i) its approval by the Board of Regents or, if the Board of Regents fails to act, the passage of 90 days from the date the Charter was submitted to the Board of Regents, and (ii) expiration of the Charter School's current charter (collectively the "**Effective Date**"). The Effective Date may be established as a date prior to the date of Board of Regents approval, as per the approved Board of Regents resolution, if the date of approval is after the expiration date of the previous charter term. The Charter shall expire **on June 30, 2029**, unless earlier terminated or renewed pursuant to the terms hereof or applicable state law.

1.3 [RESERVED]

1.4 Location. The Charter School shall be primarily located at the following site: 35-59 81 Street, Queens, NY 11372 (the "**School Building**"). In the event that the Charter School is in one or more sites that are not owned or leased by the city school district of the City of New York ("**DOE**"), for each such site, the Charter School shall ensure that all necessary leases, contracts, certificates of occupancy and health and safety approvals for the school building are valid and in force as of the Effective Date. The Charter School may change its physical location or obtain additional facilities within the same community school district provided that the Charter School obtains the same permits and certificates as are required by this paragraph, as well as satisfies the provisions of the Act, including but not limited to §2853(1)(b-1), and provided further that (i) the Charter School notifies the New York State Education Department ("**SED**") and New York City Department of Education Charter Schools Office ("**CSO**") of the proposed change in location or addition of facilities not less than sixty (60) days prior to taking any final action in connection therewith; and (ii) SED and/or CSO do not issue a rejection to the Charter School within thirty (30) days of its receipt of such notification. CSO shall issue a rejection only for good cause. CSO may shorten or otherwise waive the 60-day notice requirement for good cause shown.

SECTION 2. OPERATION OF SCHOOL

2.1 Mission Statement. The Charter School shall operate under the mission statement set forth in the Renewal Application.

2.2 Age; Grade Range; Number of Students. The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter as described in the Renewal Report/ Regents Item, provided that the Charter School, upon making all reasonable efforts to recruit students, may enroll a lesser or greater number of students in each grade, consistent with this paragraph, without being deemed in material breach of the Charter. Notwithstanding the foregoing sentence, the Charter School must obtain prior written approval from CSO prior to (i) enrolling any student, who, if enrolled, would cause the school's total enrollment to exceed the projected maximum total enrollment of the school for the charter term (as set forth in the Renewal Report/ Regents Item) (the "**Projected Enrollment**") or (ii) commencing or continuing instruction where the total number of students enrolled is less than eighty-five percent (85%) of the Projected Enrollment or the total enrollment is less than fifty (50) students.

2.3 Admission; Enrollment; Attendance. The Charter School shall have in place and implement policies for admissions, enrollment and attendance that are consistent with applicable law, regulations and the policies, if any, set forth in the Renewal Application. The Charter School shall ensure the taking of attendance pursuant to 8 NYCRR § 104.1. Any child who is qualified under the laws of New York for admission to a public school is qualified for admission to the Charter School. Admission of students to the school shall not be limited on the basis of actual or perceived intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, color, creed, ethnicity, alienage, gender, sexual orientation, national origin, citizenship status, religion, or weight. The Charter School shall enroll each eligible student who submits a timely application as set forth in Education Law § 2854(2)(b), unless the number of applications exceeds the capacity of the grade level as set forth in the Renewal Report/ Regents Item (or the building if the school does not distinguish between grades). In such cases, students shall be accepted from amongst applicants by a random selection process. Notwithstanding the above, an enrollment preference shall be provided to pupils returning to the Charter School in any subsequent year of operation, unless expelled for cause; pupils residing in the community school district where the school is located; and siblings of pupils enrolled in the school. The Charter School may refuse admission to any student who has been expelled or suspended from a public school until such period of suspension or expulsion has expired, consistent with the requirements of due process. Additional admission policies and withdrawal procedures shall be implemented as set forth in the Renewal Application. **The Charter School shall demonstrate good faith efforts to attract, retain, and meet or exceed enrollment and retention targets as prescribed by the Board of Regents or the board of trustees of the State University of New York, as applicable, of students with disabilities, English language learners, and students who are eligible applicants for the free and reduced price lunch program.**

2.4 Student Learning and Achievement. The Charter School shall implement the educational programs set forth in the Renewal Application so that its students may meet or exceed the performance standards set forth in the Renewal Application. The educational

programs of the Charter School shall also be designed to meet or exceed the student performance standards adopted by the Board of Regents as well as those standards adopted by the Chancellor and outlined in the NYC DOE Charter Schools Accountability Handbook and the Goals and Conditions established for the Charter School (**Exhibit C**).

2.5 Evaluation of Pupils. The Charter School shall implement 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. In addition, the Charter School shall supplement the above assessment tools with the other assessment tools, if any, set forth in the Renewal Application. Assessment tools and evaluation of students must be aligned with the Goals and Conditions as established for the Charter School (**Exhibit C**) to ensure that assessments are in place to effectively evaluate student and school performance as necessary to satisfy any goals and conditions.

2.6 Curriculum. The curriculum established by the Charter School shall be consistent with the model curriculum set forth in the Renewal Application. The Charter School shall have the right to make reasonable modifications to such curriculum to permit the school to meet its educational goals and student achievement standards. However, such modifications shall not be, either individually or cumulatively, of such a nature or degree as to cause the approved curricula as set forth in the Renewal Application to no longer be in operation. The approved curricula shall not be abandoned or substantially modified, and additional curricula shall not be adopted or implemented, without the prior written approval of the Chancellor and the Board of Regents in accordance with Education Law § 2852(7)(a).

2.7 School Calendar; Days and Hours of Operation. The days and hours of the operation of the Charter School shall be as set forth in the Renewal Application and in no event shall the school provide less instructional time during a school year than is required of other public schools.

2.8 Disciplinary Code. The Charter School shall implement written rules and procedures for discipline, including guidelines for detention, suspension and expulsion, set forth in the Renewal Application and present evidence of dissemination of those rules and procedures to students and parents. The rules and procedures shall be consistent with the requirements of due process, the provision of alternative instruction, with federal laws and regulations governing the placement of students with disabilities, with the NYC DOE's Charter School Discipline Checklist, and with Commissioner's Regulation 119.6 which concerns policies against harassment, bullying and discrimination. The Charter School will adopt and implement the provisions of 34 CFR Part 300 relating to the discipline of students with disabilities. To the extent that any provision of the Renewal Application, the school's student discipline policy or its Appendices conflicts with the provisions of this paragraph or 34 CFR Part 300, the provisions of this paragraph and 34 CFR Part 300 shall govern. Failure to maintain and implement a student discipline policy and procedures consistent with applicable state and federal laws shall constitute a material and substantial violation of the Charter, which may result in revocation or termination

of the Charter, or placement of the Charter School on probationary status, pursuant to Education Law § 2855.

2.9 Nonsectarian Status. The Charter School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. The Charter School shall ensure that the school is not wholly or in part under the control or direction of any religious denomination and that no denominational tenet or doctrine shall be taught.

2.10 Code of Ethics. The Charter School, its trustees, officers and employees shall be guided by the Code of Ethics of the school set forth in the Renewal Application, and the Charter School shall disseminate the code in written form to its trustees, officers and employees. The Code of Ethics must at all times conform to the relevant requirements set forth in the Education Law and General Municipal Law.

2.11 Non-discrimination. The Charter School shall not discriminate against any student, employee or any other person on the basis of actual or perceived race, color, creed, national origin, ethnicity, alienage, citizenship status, religion, gender, sexual orientation, age, marital status, partnership status, military status, or disability or any other ground that would be unlawful if done by any other public school.

2.12 Governance.

- (a) The Charter School shall be governed by the Board, which shall consist of:
 - 1. those individuals specifically identified in the Renewal Application who have been approved by CSO and have served as board members prior to the submission of this Renewal Application, and/or
 - 2. those board members being appointed or elected to the Board as of the date of this Renewal Application subject to the provisions of subsection b and/or subsection c of section 2.12 of this Agreement, and/or
 - 3. those board members who are appointed or elected to the board after the execution of this Agreement subject to the provisions of subsection b and/or subsection c of section 2.12 of this Agreement.

Except to the extent permitted by the New York General Municipal Law, a teacher, school administrator, school employee, or person with an interest in a for-profit contract with the Charter School shall not serve on the Board. All individuals elected or appointed to the Board shall possess the qualifications for such position as are set forth in the Renewal Application.

(b) Once a prospective board member has been voted on by the Board, and before the official appointment or election of any individual to the Board, the Charter School must provide the following five documents (collectively referred to as the "School Trustee

Background Information” packet) to CSO in such form and manner as that office may require:

- 1) Prospective board member’s resume;
- 2) Board minutes recording the prospective board member’s approval vote by the Board;
- 3) NYC DOE Board of Trustees Questionnaire completed and hand-signed by the prospective board member;
- 4) NYSED Financial Disclosure Form completed and hand-signed by the prospective board member; and
- 5) Board resolution approving the prospective board member, pending approval from CSO.

(c) Within forty-five days of receiving the name of the proposed member of the Board, CSO shall in writing reject or approve such individual. In the event that CSO does not provide in writing an approval or rejection within the forty-five day time period, the proposed member may be seated by the Board. A failure by the Board or the proposed member to timely provide the School Trustee Background Information to CSO shall be grounds for rejection. If the School Trustee Background Information contains material misstatements or material omissions of fact, this shall constitute misconduct and the Board of Regents may remove the board member.

(d) Once a board member has been approved, the Charter School is required to submit an updated NYC DOE Charter School Board of Trustees Roster, including the new board member’s contact information.

(e) Except as provided by subparagraph (f) of this paragraph, the Board shall operate pursuant to the by-laws of the Charter School set forth in the Renewal Application or as amended pursuant to subparagraph (f) of this paragraph 2.12 (initially or as amended, the “**By-laws**”) and the relevant governance provisions of the Not-for-Profit Corporation Law and the Education Law.

(f) The By-laws shall not conflict with any term of the Charter or law, including provisions of the Education Law and the Not-for-Profit Corporation Law applicable to charter schools.

(g) The Board shall require that each person who has served on the Board at any point during a school year (a “**Trustee**”) shall file annually a Disclosure of Financial Interest by a Charter School Trustee Report (“Trustee Disclosure report”) with the Chancellor, the form and requirements of which shall be provided by the Board of Regents. The report shall set forth and attest to transactions between the Charter School on the one hand and a Trustee and any entity with which such Trustee is affiliated, on the other, as such transactions may be defined by the Board of Regents. As set forth in paragraph 6.1 of this Agreement, the Disclosure of Financial Interest by a Charter School Trustee Report for

each Trustee shall be submitted to the SED yearly as part of the School's annual report ("Annual Report"). In the event that any Trustee fails to file a Disclosure of Financial Interest by a Charter School Trustee 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 Chancellor and/or their agents inform the Board of its determination in this regard, the Charter School, notwithstanding any provision of its By-laws, shall in a timely fashion remove such Trustee pursuant to a vote of the Board and the failure of the Board to so act shall be a material violation of the Charter and be subject to further action in accordance with law. Should a Trustee resign from or otherwise leave the Board without having submitted a Trustee Disclosure Report for any year in which such Trustee served, the Charter School shall provide the Chancellor with a record of the transactions required by the Trustee Disclosure Report for that Trustee for each relevant school year, such reports to be signed by the Charter School and due on August 1 as part of the Annual Report.

2.13 Partnership with a Management Company. To the extent that the Renewal Application contemplates entering into a contract with a not-for-profit entity, under which such entity will provide all or a substantial portion of the services necessary to manage and operate the Charter School, then the Charter School shall, by November 1 of the preceding academic year in which the change is desired, notify CSO of the intent to enter into a legally binding and enforceable agreement with such entity named in the Renewal Application (the "**Management Company**") in a form substantially similar to that contained in the Renewal Application (the "**Management Contract**"). The Management Contract shall set forth with particularity inter alia, (i) the contingent obligations and responsibilities of each party in the event that the contract must be modified in order to obtain or maintain the Charter School's status under federal law as a §501(c)(3) entity, (ii) the number of schools served and staffing capacity of the Management Company, and (iii) the extent of the Management Company's participation in the organization, operation and governance of the Charter School. Thirty (30) days prior to entering into the Management Contract, the Charter School shall provide a copy of the Management Contract in proposed final form to CSO. Such Management Contract shall be accompanied by a letter from a licensed attorney retained by the Charter School stating that the Management Contract meets the attorney's approval. Such attorney may not represent the Management Company. The Management Contract will not be executed until the Charter School is notified by CSO that the Management Contract meets its approval. The Charter School shall not enter into any contract for comprehensive school management services to be performed in substantial part by any other entity not identified as such in the Renewal Application without receiving prior written approval from the Chancellor and the Board of Regents in accordance with Education Law §2852(7).

2.14 Parental Involvement. The Charter School shall take such steps and implement such processes as are described in the Renewal Application to promote parental and staff involvement in school governance, establish a parents' association or parent-teacher association, and ensure that the meetings of those associations comply with § 414 of the New York State Education Law as applicable. Failure to comply with this provision shall constitute a material and

substantial violation of the Charter and may result in the Charter School's placement on probationary status pursuant to Education Law § 2855(3).

2.15 Student Transportation. The Charter School shall meet the transportation needs of students not otherwise eligible for transportation pursuant to Education Law § 3635, as provided in the Renewal Application. The Charter School may contract with a school district for the provision of supplemental transportation services to the school. All transportation provided by the Charter School shall comply with all safety laws and regulations applicable to other public schools. The Charter School shall not require parents to transport their child to and/or from the school or school-sponsored events related to the curriculum. Notwithstanding the above, the Charter School's failure to provide such supplemental transportation as is contemplated in the Renewal Application, 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, where the Charter School has attempted to negotiate such contract in good faith with the applicable school district. In such event, the Chancellor may require the Charter School to provide the contemplated supplemental transportation services by alternate means if such means would be reasonable under the circumstances.

2.16 Health Services. The Charter School shall provide health services as set forth in the Renewal Application and in accordance with Education Law § 2854(1)(b) and any applicable federal, state and local laws regarding student health and safety.

2.17 Food Services. The Charter School shall provide food services as set forth in the Renewal Application.

2.18 F.O.I.L. and Open Meetings Law. The Charter School shall implement policies to ensure that it is in full compliance with Articles Six and Seven of the Public Officers Law and the Open Meetings Law. Sections of the Open Meetings Law that are applicable to charter schools include, but are not limited to the following. Section 104 of the Open Meetings Law requires public bodies to give notice of all public meetings: to news media, by conspicuously posting in one or more designated public locations and by posting on the school's website when the school has the ability to do so. Additionally, Section 103 of the Open meetings Law requires that all documents subject to the Freedom of Information Law, as per Article 6 of the Public Officers Law, to be discussed during a board meeting, or any other public meeting, be made available upon request prior to or at the meeting. This means that many documents that could be discussed in a board meeting including, but not limited to, agendas, meeting minutes, financial statements, school policies, etc. must be made available upon request.

SECTION 3. STUDENTS WITH DISABILITIES

3.1 Provision of Services. The Charter School shall provide special education, related services and accommodations to students with disabilities as set forth in the Renewal Application and in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), including such special

education and related services set forth in a student's Individualized Education Program (“IEP”) recommended by the committee or subcommittee on special education of the student's school district of residence.

3.2 Funding of Services. The Charter School 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 the Charter School in proportion to the level of services for such student with a disability that the Charter School provides, to the extent mandated in the student’s IEP, directly or indirectly paid for by the Charter School. The amounts payable directly by a school district to a charter school may be increased by mutual agreement of such school district and the charter school in order to provide the appropriate levels of services required by the IEP of a student with a disability, in accordance with regulations of the Commissioner of the SED (the “**Commissioner**”). Payment of federal or state aid for students with disabilities related to the disability will be made consistent with state or federal law applicable to the respective school year.

3.3 Documentation. The Charter School agrees to document the provision of special education and related services set forth in a student’s IEP. This documentation includes the entry of service delivery information by the individual providing the service in an electronic information platform of the DOE’s choosing, within 72 hours of the provision of services. The format of service delivery documentation will be consistent with DOE requirements. The Charter School will also document, in a system of the Charter School’s choosing, all disciplinary removals, including suspensions or proposed expulsions for students with IEPs. The Charter School will promptly notify the DOE, within 24 hours, of any removals or proposed removals that constitute a disciplinary change of placement and undertake such other actions for students with IEPs as the DOE may from time to time require. These records will be made available for review upon the request of the DOE and should include information regarding the reason for the suspension or expulsion and the duration of the suspension.

SECTION 4. PERSONNEL

4.1 Status. The Board shall employ and contract with necessary teachers, administrators and other school personnel as set forth in the Renewal Application and Charter.

4.2 Personnel Policies: staff responsibilities. The Board shall make available to CSO upon request its hiring and personnel policies and procedures in written form, including the qualifications required by the Board in the hiring of teachers, school administrators and other school employees as well as a description of staff responsibilities. Personnel records shall be maintained for each departing instructional staff member, where possible. The Board shall provide the Commissioner with the name of and position held by each employee upon his or her commencement or termination of employment. Such policies and procedures shall be consistent with those set forth in the Renewal Application.

4.3 Instructional Providers. (a) The Charter School 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 clauses (i)-(iv) of § 2854(3)(a-1) of the Act and applicable federal law. For purposes of this section, "instructional positions" means all those positions involving duties and responsibilities that, if otherwise undertaken in the public schools of New York State, would require teacher certification. Teachers exempted from certification under clauses (i)-(iv) of § 2854(3)(a-1) of the Act shall not in total comprise more than the sum of: (A) thirty per centum of the teaching staff of a charter school, or five teachers, whichever is less; plus (B) five teachers of mathematics, science, computer science, technology, or career and technical education; plus (C) five additional teachers. A teacher certified or otherwise approved by the Commissioner shall not be counted against these numerical limits.

(b) Paraprofessionals. Paraprofessionals employed by the Charter School must meet all credentialing requirements imposed by applicable federal law.

(c) Record Keeping. The Charter School shall keep, and make available to CSO upon request those documents used to qualify an instructional provider for a certification exemption under clauses (i)-(iv) of § 2854(3)(a-1) including, but not limited to college diplomas.

4.4 Criminal History Checks. (a) The Charter School shall implement its procedures, as described in the Renewal Application, for conducting criminal history record checks of all employees and prospective employees of the Charter School as well as all other individuals who have regular access to the students enrolled in the school (including but not limited to volunteers and employees and agents of any company and organization which is party to a contract to provide services to the Charter School) as is required or permitted by law and regulation.

(b) Record Keeping. The Charter School shall keep up-to-date fingerprinting clearance certificates for all employees as per the requirements of Part 87 of the Regulations of the Commissioner of Education.

4.5 Pension payments. The employees of the Charter School may be deemed employees of the 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 Charter School and its employees. Notwithstanding any contrary provision of the Charter, the parties shall comply with § 119.2 of the Commissioner's regulations and with any additional regulations promulgated by the Commissioner, in consultation with the New York State Comptroller, to implement the provisions of this paragraph.

SECTION 5. FINANCE AND MANAGEMENT

5.1 Management and Financial Controls. The Charter School shall at all times maintain appropriate management and financial controls that are consistent with accepted

industry standards outlined in the SED Charter School Audit Guide. The Charter School shall retain an independent certified public accountant (“CPA”) licensed in New York State that shall perform a review of the Charter School's management and financial controls.

5.2 Financial Statements; Interim Reports. The Charter School shall maintain financial statements that are prepared in accordance with generally accepted accounting principles. All statements required by the Financial Accounting Standards Board (“FASB”) Statement No. 117, *Financial Statements of Not-for Profit Organizations*, should be presented including a Statement of Financial Position, Statement of Activities, and Statement of Cash Flows. In addition, the statements shall include the required note disclosures and a supplemental schedule of functional expenses. CSO may by written request require submission of such statements in future years of the Charter School's operation.

5.3 Audits. The Charter School shall retain an independent CPA, licensed in New York State, to perform an audit of the Charter School's annual financial statements that is consistent with the SED Charter School Audit Guide. Section 2851(2)(f) of the Act requires that the audit be comparable in scope to those required of other public schools. The independent audit must be performed in accordance with generally accepted auditing standards and Government Auditing Standards (“GAGAS”) issued by the Comptroller General of the United States, as well as any additional requirements and guidelines provided by the Chancellor and Regents. The audit must include a management letter, if applicable, and other reports required by GAGAS. The audited financial statements must be submitted to CSO and SED by November 1 of each fiscal year. The Charter School must submit this report along with a corrective action plan addressing any weaknesses or problems identified in the report. If the Charter School spends \$500,000 or more in federal awards during the fiscal year, an independent audit as prescribed in the federal Office of Budget and Management Circular A-133 must also be completed and filed with the federal government as well as SED and CSO. The Charter School must conduct programmatic audits as set forth in the Renewal Application and provide copies of such audits to SED and CSO.

5.4 Fiscal Year. The fiscal year of the Charter School shall commence on July 1 of each calendar year of the term of this Charter and end on June 30 of the subsequent calendar year.

5.5 Annual Budget and Cash Flow Projections. The Charter School shall prepare an annual budget and quarterly cash flow projection for each fiscal year. If requested by CSO, the Charter School shall provide the annual budget and quarterly cash flow projections within 15 days of the request, but no sooner than 30 days from the start of the fiscal year.

5.6 Funding Procedure. The Charter School shall maintain accurate enrollment data and daily records of student attendance and shall report enrollment to the SED and the school districts of residence of its students in a timely manner. Pursuant to § 2856(1) of the Act, payments by the districts of residence shall be made in six substantially equal installments each year, the first on the first business day of July and every two months thereafter, such amounts to be calculated as set forth at 8 NYCRR 119.1.

5.7. Exemption from Taxation. The Charter School shall be exempt to the same extent as other public schools from all taxation, fees, assessments or special ad valorem levies on its earnings and its property, including property leased by the Charter School. Instruments of conveyance to or from the Charter School and any bonds or notes issued by the Charter School, together with income therefrom, shall at all times be exempt from taxation.

5.8. Collateral for Debt. The Charter School may pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit. However, the Charter School shall not pledge or assign monies provided pursuant to § 2856(1) of the Act in connection with the purchase or construction, acquisition, reconstruction, rehabilitation, or improvement of a school facility.

5.9. Tuition and Fees. The Charter School shall not charge tuition or fees to any student, provided that the Charter School may require the payment of fees on the same basis and to the same extent as other public schools.

5.10. Outside Funding. The Board may accept gifts, donations or grants of any kind made to the Charter School and expend or use such gifts, donations, or grants in accordance with the conditions prescribed by the donor. However, no gift, donation or grant may be accepted if subject to a condition that is contrary to any provision of law or term of the Charter.

5.11. Maintenance of Corporate Status: Tax Exemptions. The Charter School shall maintain its status as an education corporation and its status as a corporation exempt from taxation pursuant to §501(c)(3) of the Internal Revenue Code. The Charter School shall provide the Chancellor with copies of all applications and filings relating to its maintaining its federal tax-exempt status and shall immediately notify the Chancellor of any action by the Internal Revenue Service to withdraw the Charter School's status as a §501(c)(3) entity.

5.12. Insurance. The Charter School shall, at its own expense, continue to purchase and maintain the insurance coverage for liability, property loss, and the personal injury of students as described in the Renewal Application, together with any other additional insurance that the Charter School deems necessary. No later than **July 31 each year**, or such date as established by CSO in the Annual Calendar of Reporting Requirements for NYC DOE Chancellor-authorized charter schools, **whichever is later**, the Charter School shall provide CSO with certificates of insurance or other satisfactory proof evidencing coverage. All such insurance policies shall contain a provision requiring notice to the Chancellor, at least thirty days (30) in advance, of any material change, nonrenewal or termination. Notwithstanding any provision to the contrary, the Charter School shall take all steps necessary to comply with any regulations promulgated by the Commissioner and Superintendent of Insurance to implement §2851(2)(o) of the Act.

SECTION 6. REPORTS AND OVERSIGHT

6.1. Annual Reports. No later than August 1 of each year, the Charter School, pursuant to § 2857(2) of the Act, shall submit to the Chancellor and Board of Regents an Annual Report setting forth the academic program and performance of the Charter School for the preceding school year. The Annual Report shall be in the format prescribed by the Commissioner and shall include at least the following components:

(a) a report card, which shall include measures of the comparative academic and fiscal performance of the Charter School, as prescribed by the Commissioner in 8 NYCRR § 119.3. Such measures shall include, but not be limited to, graduation rates, dropout rates, performance of students on standardized tests, college entry rates, total spending per pupil and administrative spending per pupil. Such measures shall be presented in a format that is easily comparable to similar public schools, and the Charter School shall ensure that such information is easily accessible to the community;

(b) a discussion of the progress made toward achievement of the goals set forth in the Charter; and

(c) a financial statement certified by the president of the Board and the director of the Charter School setting forth, by appropriate categories, the revenues and expenditures for the preceding school year, including a copy of the most recent independent fiscal audit of the Charter School.

In addition, the Charter School shall provide the following information:

(d) the school calendar for the present school year, setting forth the days and hours of operation for the regular school session as well as the summer session in the succeeding school year, if any;

(e) a statement that all applicable leases, certificates and approvals necessary to operate the school at the school building are in full force and effect;

(f) a Disclosure of Financial Interest by a Charter School Trustee report for each Trustee who served on the Board during the preceding year in such form and manner as prescribed by the Board of Regents and as contained in the Board of Regents' Annual Report Guidelines;

(g) 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 Board of Regents and as contained in the Board of Regents' Annual Report Guidelines; and

(h) efforts taken by the Charter School in the existing school year, and a plan for efforts to be taken in the succeeding school year, to meet or exceed enrollment and retention targets set by the Board of Regents or the board of trustees of the State University of New York, as applicable, of students with disabilities, English language learners, and students who are eligible applicants for free or reduced price lunch. In the absence of such targets, the Charter School

shall provide information on its current and planned future efforts to meet or exceed enrollment and retention levels of students with disabilities, English language learners, and students who are eligible for free or reduced price lunch comparable to the percentage of these special populations in the primary community school district in which the Charter School is located.

The Commissioner may require the Charter School to provide other reasonable supplements to the Annual Report.

6.2. Monitoring Plan. The Charter School and the Board acknowledge that the Chancellor and the Board of Regents are authorized to oversee the Charter School's operations in all respects, including the right to visit, examine into and inspect the school and its records. To permit the Chancellor and the Board of Regents to fulfill this oversight function under the Act and ensure that the Charter School is in compliance with all applicable laws and regulations, and the terms and conditions of the Charter, the Charter School agrees to abide by and implement the Monitoring Plan, appended to this Charter as **Exhibit B**. It is understood that the Monitoring Plan is preliminary in nature and that amendments and revisions may be made to such plan, in consultation with the Charter School and with notice to the Board of Regents. Failure to comply with the terms and conditions of the Monitoring Plan shall constitute a material and substantial violation of the Charter and may result in the Charter School's placement on probationary status pursuant to Education Law § 2855(3).

6.3. Corrective Action. If CSO determines that the Charter School is not progressing toward one or more of the performance or education goals set forth in the Charter, that the quality of the Charter School's educational program or governance is not satisfactory, or that the Charter School is not in compliance with the terms and conditions of the Charter and/or applicable law or regulations, then CSO, in consultation with the Charter School, may develop and implement a corrective action plan. Nothing contained herein shall be in derogation of the Chancellor and the Regents' ability to revoke the Charter, place the Charter School on probationary status, or initiate mandatory remedial action in accordance with the Act and section 8.3 of this Agreement.

SECTION 7. OTHER COVENANTS AND WARRANTIES

7.1. Compliance with Laws and Regulations. The Charter School shall operate at all times in accordance with the Act and shall meet the same health and safety, civil rights, and student assessment requirements, as applicable to other public schools, except as otherwise provided by the Act. The Charter School acknowledges that the laws that it must comply with include Education Law § 409-h and the regulations promulgated thereunder which set forth requirements for notification of pesticide applications.

7.2. Transactions with Affiliates. The Charter School 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 Charter School, any member of the Board or any employee of the Charter School, unless the terms of such transaction

(considering all the facts and circumstances) are no less favorable to the Charter School than those that could be obtained at the time from a person that is not such an affiliate, member or employee.

SECTION 8. RENEWAL AND REVOCATION

8.1. (a) Renewal Applications. By the deadline established by CSO but no sooner than ten (10) months prior to the expiration of the Charter School's current charter, the Charter School may provide to the Chancellor an application to renew the Charter in accordance with § 2851(4) of the Act. The Renewal Application shall contain (i) a report of the progress of the Charter School in achieving the educational objectives set forth in the Renewal Application; (ii) a detailed financial statement, in a form prescribed by the Board of Regents, disclosing 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; (iii) copies of each of the annual reports of the Charter School, required by § 2857(2) of the Act, including the Charter School report cards and the certified financial statements; (iv) evidence of parent and student satisfaction; (v) the means and efforts by which the charter school has met or exceeded enrollment and retention targets as prescribed by the Board of Regents or the board of trustees of the State University of New York, as applicable, of students with disabilities, English language learners, and students who are eligible applicants for the free and reduced price lunch program; and (v) such other material and information as is required by the Chancellor.

(b) Non-Renewal Procedures. Nothing shall require the Chancellor or the Board of Regents to approve a Renewal Application. The authority to deny an application to renew a charter agreement is set forth in § 2852(6) of the Act. In the event that an application for renewal does not demonstrate full compliance with all renewal conditions, and the timeline of completion has not been extended in writing by CSO; is not approved by the Board for submission to CSO; is not fully submitted by the deadline as required; is withdrawn by the Board before action by CSO; or if the Board fails to fully execute and submit the signed Renewal Charter Agreement for the upcoming charter term in the final year of the then-current charter term by the deadline for submission provided by CSO, the parties to the Charter shall fulfill their respective obligations hereunder until expiration of the term of the Charter, and the Board shall follow the procedures for dissolution as set forth in § 2851(2)(t) of the Act and section 8.4 of this Charter Agreement. Furthermore, in the event that a Renewal Application is not approved, the Charter School shall not accept applications or conduct a lottery for admission for the 2029-2030 school year. The Charter School must execute timely notification to students and families regarding any initial non-renewal decision made by the Chancellor; at a minimum such notification must include a letter approved by CSO, which shall be mailed by first class mail to the home address of all current students and families of record within 5 business days of the Chancellor's initial non-renewal decision. The Charter School shall comply with any additional non-renewal policies, procedures, or processes as adopted by the DOE.

8.2. Revocation. This Charter may be terminated and revoked:

(a) by the Chancellor or the Board of Regents in accordance with § 2855 of the Act; or

(b) by mutual agreement of the parties hereto.

8.3. Grounds for Probation or Revocation. Should the Chancellor or the Board of Regents determine that one or more of the grounds set forth in § 2855(1) of the Act exists for revocation of the Charter, the Chancellor or the Board of Regents may, at their discretion, elect to:

(a) revoke the Charter in accordance with the procedures set forth in § 2855(2) of the Act; or

(b) place the Charter School on probationary status, pursuant to § 2855(3) of the Act, and cause the Charter School to implement a remedial action plan, the terms and conditions of which the Charter School must agree to abide by in all respects.

Conduct which may lead to probation or revocation of the Charter includes any material and substantial violation of the Charter or serious violation of law, including but not limited to: failure to implement the educational program outlined in the Charter including the Charter School's outcome on student assessment measures adopted by the Board of Regents falling below the level that would allow the Commissioner to revoke the registration of another public school, and when student achievement on such measures has not shown improvement over the preceding three school years; when the public employment relations board makes a determination that the Charter School demonstrates a practice and pattern of egregious and intentional violations of subdivision one of section two hundred nine-a of the civil service law involving interference with or discrimination against employee rights under article fourteen of the civil service law; repeated failure to comply with the requirement to meet or exceed enrollment and retention targets of students with disabilities, English language learners, and students who are eligible applicants for the free and reduced price lunch program pursuant to targets established by the Board of Regents or the board of trustees of the State University of New York, as applicable; fiscal mismanagement or a dysfunctional Board in that it fails to provide adequate board oversight; or failure to comply with state and/or federal law including but not limited to Individuals with Disabilities Education Act. Further, the failure of the Charter School to comply with the terms and conditions of a remedial action plan may result in summary revocation of the Charter.

8.4. Dissolution. In the event of termination, revocation, non-renewal, or expiration of the Charter, the Charter School shall follow the procedures set forth in the Renewal Application and § 2851(2)(t) of the Act, for the transfer of students and student records to the DOE and for the disposition of the Charter School's assets to the DOE or to another charter school located within the school district. Notwithstanding any other provision of law or of the Charter to the contrary, such procedures shall ensure that upon dissolution of the Charter School, any funds remaining in the possession of the Charter School that can be attributed to public funding, after all of its debts and obligations have been paid, shall be paid over to each school district having

resident children served by the Charter School in the school year in which the Charter was dissolved or the last year in which students were enrolled in the Charter School, in the same proportion as the number of students placed by each school district and served by the Charter School in the last school year in which children were served by the Charter School, bears to the total number of students served by the Charter School in such school year. Provided, however, that nothing in this subdivision shall be construed to require the Charter School to pay to such districts any remaining funds that can be attributed to gifts, donations, grants or other authorized charitable contributions. In addition, in case of such an event, the Charter School will follow any additional procedures required by CSO and SED to ensure an orderly dissolution process, including compliance with the applicable requirements of Education Law §§ 219 and 220.

8.5. Escrow Account for Dissolution. The Charter School agrees to establish and maintain an escrow account of no less than \$70,000 to pay for legal and audit expenses that would be associated with a dissolution should it occur.

SECTION 9. MISCELLANEOUS

9.1 Disclaimer of Liability. The parties acknowledge that the Charter School is not operating as the agent, or under the direction and control, of CSO, the Chancellor, SED, or the Regents, except as required by law, and that CSO, the Chancellor, SED or the Board of Regents do not assume any liability for any loss or injury resulting from: (i) the acts or omissions of the Charter School, its directors, Trustees, agents or employees; (ii) the use and occupancy of the building or buildings, occupied by the Charter School, or any matter in connection with the conditions of such building or buildings; or (iii) any debt or contractual obligation incurred by the Charter School or any person or entity that operates the Charter School. The Charter School acknowledges that it is without authority to extend the faith and credit of CSO, the Chancellor, SED, the Board of Regents or the DOE, to any third party.

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

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

9.4 Counterparts: Signature by Facsimile. This Agreement may be signed in counterparts. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

9.5 Terms and Conditions of the Renewal Application. The parties hereto expressly agree that the Renewal Application sets forth the overall goals, standards and general operational policies of the Charter School, and that the Renewal Application is not a complete statement of each detail of the Charter School's operation. To the extent that the Charter School desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Renewal Application, the Charter

School shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures and terms of operation are (i) not otherwise prohibited or circumscribed by the Act or the Charter, and (ii) are not materially different from those set forth in the Charter.

9.6 Revision. This Agreement may be revised only by written consent of the parties hereto and, in the case of material revisions, only pursuant to § 2852(7) of the Act and any associated guidance issued or regulations promulgated by SED.

9.7 Assignment. This Charter may not be assigned or delegated by the Board under any circumstances, it being expressly understood that the Charter granted hereby runs solely and exclusively to the benefit of the Charter School.

9.8 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, as of the required date, it is delivered by hand, overnight courier or facsimile (with confirmation and followed by the original). If delivered by registered or certified mail, postage prepaid, such notice, demand, request or submission shall be mailed 5 days prior to the date required. All notices, demands, requests or submissions will be provided to the Charter School at the address provided by the Charter School to CSO for the purposes of receiving such notices. Such notices will be provided to the Chancellor at the following address:

**Charter Schools Office
New York City Department of Education
65 Court Street, Suite 922B
Brooklyn, NY 11201**

**To the Charter School:
The Renaissance Charter School
35-59 81 Street
Queens, NY 11372
w/copy to the Board President
Monte Joffe**


9.9 Severability. In the event that any provision of this Agreement or its application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this 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 Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

9.10 Entire Charter. This Agreement supersedes and replaces any and all prior agreements and understandings between the Chancellor and the Board. Where there is a conflict between the terms, the following shall govern:

- First, this document;
- Then, the summary of the applicable meeting held by the P-12 Education Committee of the Board of Regents;
- Next, the Renewal Application; and
- Finally, the revised and updated Original Application.

9.11 Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.

New York City Department of Education

By: 
 Name: David C. Banks
 Title: Chancellor, New York City Department of Education
 Date: 3/28/2024

The Renaissance Charter School

By: 
 Name: Monte J Joffe, Ed.D.
 Title: President, Board of Trustees
 School: The Renaissance Charter School
 Date: March 29, 2024

NYC DOE Charter Contract -- Exhibit B
Charter School Monitoring Plan

As provided in Paragraph 6.2 of the Charter, the Charter School 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 or required by law, including any obligation to receive the written approval of the Chancellor and/or Regents.

A. To ensure the Charter School's full compliance with the Act and the Charter, the Chancellor and/or his agents will:

1. evaluate the Charter School annually to conduct an informal review of the school's progress to date. Reports will be filed with CSO;
2. conduct monitoring of special education related processes and services by appropriate DOE special education staff at least once during the Charter School's charter term;
3. conduct ongoing monitoring of student enrollment and retention consistent with the Act. Such comprehensive monitoring will include, but not be limited to assessing compliance with: good faith efforts to attract, retain, and meet or exceeded enrollment and retention targets as prescribed by the Board of Regents or the board of trustees of the State University of New York, as applicable, of students with disabilities, English language learners, and students who are eligible applicants for the free and reduced price lunch program, and Charter provisions;
4. assign a staff member from the New York City DOE CSO Charter Authorizer Team as the primary authorizer contact for the Charter School. The staff member(s) will respond to all queries from and about the Charter School regarding authorizer related activities, liaison with the State Department of Education Charter School Office, and investigate, on behalf of the Chancellor, any formal complaints that may be received;
5. conduct announced and unannounced visits, as well as reviews, interviews and audits, and institute any other procedures deemed necessary, as circumstances warrant, to ascertain the ongoing fiscal and educational soundness of the Charter School;
6. conduct investigations as appropriate in response to (a) concerns raised by students, parents, employees, local school districts, and other individuals or groups, including but not limited to complaints brought pursuant to § 2855(4) of the Education Law, and (b) material changes in the items set forth at subsection B, non-material changes in the items set forth at subsection C, or the occurrence of items set forth at subsection D of this Monitoring Plan. Where appropriate, the Chancellor shall issue remedial orders as permitted by § 2855(4) of the Education Law; and

7. maintain communication with the Charter School and review the Charter School's operations to determine whether any changes in such operations require formal revision of the charter pursuant to § 2852(7) of the Education Law.
- B.** The Charter School shall provide a written request to CSO no later than November 1 of the year preceding the academic year of implementation of changes that would require a material revision to the approved charter (including charter agreement), including but not limited to:
1. a significant change in the Charter School's educational program, design or instructional approach;
 2. relocation of the school, or part thereof, to a different community school district;
 3. adding or removing grade levels;
 4. increases or decreases in the maximum approved enrollment above 100% or below 85% of authorized enrollment in accordance with Section 2.2(b) of the charter agreement; or
 5. significant management or leadership structure changes to include contracting or discontinuing a contract with a management company or adding a new layer of administrative reporting within the school.
- C.** The Charter School shall provide a written request to CSO at least forty-five (45) days prior to the anticipated implementation of any non-material change to the approved charter (including charter agreement), including but not limited to:
1. Corrections/changes to the Charter School's mission or vision statement or other sections of the charter that do not fundamentally alter the educational philosophy or instructional approach;
 2. a change in the Charter School's by-laws, code of ethics, student discipline policy, personnel policy, complaint policy or student/family/staff handbooks; or
 3. a change in the Charter School's admission policy or enrollment process including, but not limited to lottery preferences.
- D.** The Charter School shall provide written notice to CSO within five (5) business days of the occurrence of any of the following:
1. additions to or removals of members of the Board;
 2. hiring or dismissal of the director/principal of the Charter School;

3. regarding personnel employed by the Charter School and/or Board, any complaints of criminal conduct related to their role with the Charter School or any arrests by law enforcement;
 4. execution of contracts with value or incurring of debt in excess of \$25,000; and
 5. receipt of a summons and/or complaint in which either the Charter School or any member of the Board (acting in his or her capacity as a member of the Board) is named a party to the action.
- E. The Charter School shall maintain the following records in its offices for inspection by the Chancellor, the Regents, and/or their agents:
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 the school;
 4. IEPs for students with disabilities enrolled in the Charter School;
 5. staff rosters, including records of hiring and termination of employees of the Charter School;
 6. evidence of credentials for all teachers including certifications;
 7. evidence of credentials of Title I paraprofessionals if applicable;
 8. evidence that required background checks and fingerprinting, if any, have been conducted;
 9. certificates of occupancy;
 10. other facility-related certifications or permits;
 11. lease and deed agreements;
 12. loan documents;
 13. records pertaining to the receipt and expenditure of all grants;
 14. contracts in excess of \$5,000;

15. school policies in areas such as financial management, personnel, student discipline (including detention, suspension and expulsion), health and safety, student records access, and transportation;
 16. complaints and/or grievances received by the Charter School, including but not limited to, complaints received by the Board pursuant to § 2855(4) of the Education Law, together with all documentation of all actions taken in response;
 17. inventory of all assets of the Charter School;
 18. minutes of each meeting of the Board and documentation of public notifications of such meetings; and
 19. all records regarding the events and occurrences set forth in subsections B-D of the Monitoring Plan.
- F.** The Charter School shall ensure that a timely response is made to all of the DOE's requests. The Charter School's failure to do so will be grounds for action under § 2855 of the Education Law.