



Charter Schools Institute
State University of New York

BUFFALO UNITED CHARTER SCHOOL

FINAL CHARTERED AGREEMENT
Section 2852(5) Submission to the Board of Regents

Volume 2 of 9

REDACTED APPLICATION

Attachment 27

BYLAWS

The proposed by-laws for the *Libertas Charter School* are attached as **Exhibit E**.

Attachment 28

RESPONSIBILITIES OF THE BOARD OF TRUSTEES

The *Libertas Charter School* Board of Trustees shall govern the school. The Board shall meet a minimum of 10 meetings per year and shall hold additional meetings as necessary to conduct the business of the school. It will be comprised of community leaders, educators and parents of the community. Currently, the proposed Board has six members, but, at least, one additional member (without affiliation with any single entity) will be appointed or elected within thirty days of the charter's issuance. The Board will have all the powers and duties permitted by law to manage the business, property and affairs of the corporation. The Board of Trustees will assure that the school operates according to the terms and conditions of its authorizing charter as well as all applicable federal and state laws, including the obligation to hear complaints (as outlined in Attachment 39) and certain disciplinary decisions outlined in Attachment 32.

The Board of Trustees intends to contract with *National Heritage Academies* ("NHA") to create an enduring partnership, whereby the Board of Trustees and NHA will work together to bring educational excellence and educational innovation to the school. NHA will be responsible for and accountable to the Board for the performance of the school. NHA will report to the Board at regularly scheduled time periods and any other time(s) the Board deems necessary.

The Principal works in partnership with NHA to operate the school. NHA operates the administrative functions of school, leaving the Principal to operate the day-to-day activities of the school. The functions which NHA will manage and administer include, but are not limited to: the educational program; personnel recruitment and recommendation; maintenance and operation of the school building; business administration of the school; extracurricular activities and programs; professional development of the Principal and instructional personnel; and the selection and acquisition of the instructional materials, equipment and supplies.

National Heritage Academies Responsibilities to the Board:

- Provide all labor, materials, equipment, facilities and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the school in accordance with providing these services.
- Implement and monitor the educational goals, instructional programs, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, and method to be used to monitor compliance with performance of targeted educational outcomes as set forth in the application.
- Be responsible and accountable to the Board for the administration, operation and performance of the school.
- Inform the Board of proposed changes to the educational program and obtain Board approval.
- Purchase on behalf of the school with school funds instructional materials, books, supplies and equipment. In this way, the school can benefit from large unit discount orders.
- Recommend reasonable rules, regulations and procedures applicable to the school.

- Implement pupil performance evaluations that permit evaluation of the education progress of each school student.
- Be responsible and accountable to the Board for the performance of students who attend the school.
- Timely notify the Board and/or Principal of any: material health or safety issues, labor or employee or funding problems, or problems of any other type that could adversely affect the school.
- Provide the Board with an annual projected Budget and detailed statements of all revenues received and detailed statements of all direct expenditures for services and or expenses incurred.
- Provide funds for start up costs and/or operating losses for the school.
- Select and hire qualified personnel to perform services at the school.
- Have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law.
- Consult with the Board with respect to the hiring of the Principal.
- Provide training in methods, curriculum, program and technology to all teaching personnel on a regular basis.

School Staff Responsibilities to the Board:

- Maintain balanced budget.
- Manage the building facility, including cleaning, repairs and renovations.
- Train, counsel, and evaluate the staff.
- Maintain relations with parents and students of the school.
- Manage the operation of the school, including staff, equipment, supplies, administration, parent/teacher committees.
- Comply with all state and federal regulations, as well as the Department of Education.
- Report to NHA and the Board on school operations.
- Implement all Board approved policies, including disciplinary actions.

The Board of Trustees shall have the following powers and responsibilities:

- Purchase, lease, or otherwise acquire property.
- Appoint officers or delegates as needed.
- Adopt, amend and repeal bylaws.
- Conduct its business, carry on its operations and exercise its powers as a corporation. Participate with others in any corporation, partnership, limited partnership, joint venture or other association of any kind, or in any transaction on behalf of the school.
- Make contracts, incur liabilities, borrow money on behalf of the school.
- Review and approve the annual budget.
- Approve the general recruitment and admission policies.
- Be responsible for the fiscal and academic policy.
- Make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management of the school, including conduct of students.
- Expend reserve funds at its discretion.
- Retain independent auditor to conduct an annual audit of the school.

- Insurance of the Board and the school.
- Review reports of the principal and NHA.
- Compare the school's annual report to the school's stated goals.
- Oversee the activities of the principal, parent committees and NHA.

The Board of Trustees shall also be responsible for:

- Managing the governance of the school.
- Community Relations.
- Preserving the vision of the school:
 - a. Parental Involvement;
 - b. Moral focus;
 - c. Back to the Basics;
 - d. Academic Excellence, and,
 - e. Measurable results.

The Principal shall be responsible for:

- Providing leadership and direction to staff
- Hiring and evaluating staff
- Administering the schedule, enrollment and curriculum
- Facilitating parent education and involvement
- Making formal report to management company, authorizing agent and state
- Implementing and following policies and procedures
- Providing a safe environment for learning
- Maintain the budget

NHA and the Principal shall each report to the Board on their respective functions. A close relationship between NHA and the Principal is necessary for each to perform their functions. For example, each year before school starts the Principal will meet with the Accounting Department at NHA to prepare the budget for Board approval.

The school utilizes a specific school improvement structure to ensure appropriate input from all parties in the school improvement process. School committees comprised of parent and school staff will include: Technology, Leadership Development, Grounds and Facilities, Curriculum, Library, and Boosters. These chairs meet once a month to plan for the different aspects of the school and will report to the school Board of Trustees.

The Board will be the oversight to the school's staff and shall govern the policies, procedures and expenditures for the school. The Principal reports to the Board of Trustees on the fiscal and operational management of the school. The staff and volunteers report directly to the Principal.

Attachment 29

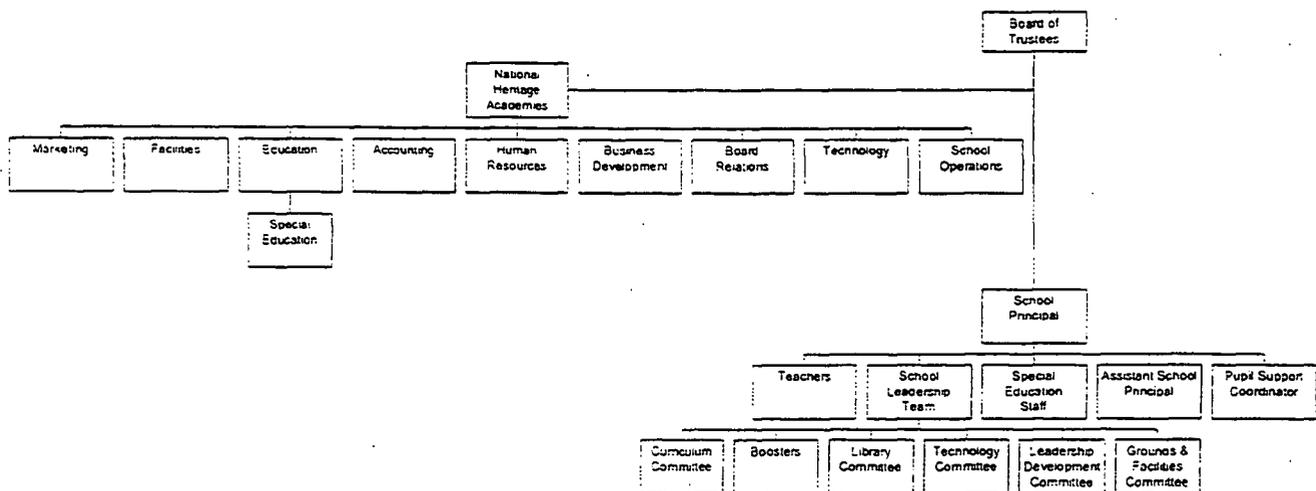
ORGANIZATION OF SCHOOL

The school's **Board of Trustees** works with **National Heritage Academies** to provide leadership, policies and procedures to the school. Various departments of NHA, such as Accounting, Facilities, etc., insure that the school follows the policies set by the Board and offers administrative services and guidance in the operation of the school, freeing the principal to run the day-to-day operation. For example, NHA will insure that all the NHA schools in the State of New York are meeting the teacher certification requirements and paying teachers according to a fair and equitable pay scale.

The **Principal** is the leader of school and is accountable to NHA and the Board for the successful operation of the school. As well as directing the day-to-day activities of the school, the Principal is the leadership for the School Staff and the School Leadership Team. An example of day-to-day activities would include observing teachers later to be reflected in the teachers' evaluations.

The **six parent/teacher committees** play a key role in the school governance. Committees will have the freedom to shape the activities and projects of the school. The teacher usually serves as the educational expert and guides the committee. A parent will chair each committee and, in turn, serve on the **School Leadership Team (SLT)**. The committee chairs represent the following committees: Technology, Leadership Development, Grounds and Facilities, Library, Boosters, and Curriculum.

A chair from each of the committees meets to create the School Leadership Team. This team funnels ideas and recommendations to the board by way of the chairman of the SLT. The professional leadership of the school, comprised of the principal and NHA staff, will bear the responsibility to ensure that recommendations and/or proposals conform to the mission and vision of the school, the budget, local, state, and federal law. If the request(s) conform, they are passed on to the Board of Trustees for the final decision.



Attachment 30

CODE OF ETHICS

Conflict-of-Interest. Employees, trustees or officers of the school shall not have a financial interest, engage in a business transaction or other professional activities in which it may be considered a conflict with the duties of trustees, employees or officers of the school.

Additionally:

- No trustee, officer or employee of a for-profit corporation having a business relationship with the charter school shall serve as a voting member of the board of trustees;
- Trustees, officers or employees of any single not-for-profit organization shall hold no more than 49 percent of the total seats comprising the board of trustees; and
- Board of trustees members representing any not-for-profit corporation proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

Standards. Trustees, employees or officers of the school shall:

- Not accept other employment which would impair the independence of judgment in the exercise of duties;
- Not accept other employment which would require disclosing confidential information gained by position or authority of the school;
- Not disclose confidential information acquired during the course of official duties nor use such information to further the employee or officer=s personal interest;
- Not use the position in the school to secure unwarranted privileges or exemptions;
- Not engage in any transaction as a representative of the school that might reasonably be considered a conflict with the discharge of official duties;
- Not give the impression that any person can improperly influence or enjoy favor in the discharge of official duties;
- Abstain from making personal investments in enterprises directly involved in the decisions to be made by the school or which will otherwise create conflicts between their duty as a board member and their private interests;
- Pursue a course of conduct which will not raise suspicion among the public that the employee or officer is likely to be engaged in acts that are in violation of trust;
- Shall not sell goods or services to the school in a manner that would be considered a conflict in the exercise of duties; and
- Shall file with the secretary of state, a written statement, should the employee or officer have a financial interest having a value of ten thousand dollars or more.

Violations. In addition to any penalty contained in any other provision of law any such trustee, officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law.

Attachment 31

ADMISSION POLICY

The *Libertas Charter School* will be open to all students eligible for enrollment in a public school in New York State. Admission to the charter school shall not be limited on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, national origin, religion, or any other ground that would be unlawful.

The *Libertas Charter School* will admit each eligible student who submits a timely application, unless the number of applications exceeds the capacity of the student's requested grade level or the school building.

Legal Requirements Relating to Admissions

- The school shall not discriminate on the basis of intellectual or athletic abilities.
- The school shall not discriminate on the basis of "measures of achievement or aptitude."
- The school shall not discriminate on the basis of personal disabilities or any other basis that would be illegal for an existing school district.
- The school shall provide for the education of its pupils without discrimination as to ethnicity, race, creed, gender, national origin, religion, or ancestry. The school shall comply with all state and federal civil rights laws.
- The school shall not charge tuition (but may charge fees in the same manner as existing public schools).
- The school shall be open to any child who is eligible under the laws of New York State for admission to a public school.
- The school shall comply with all state and federal laws applicable to public schools concerning church-state issues.
- The school shall comply with the provisions of Section 2854(2) of the Education Law.

Public Notice of Open Enrollment

Notice of the enrollment period and application process will be published to inform those interested in admission into the school. The time periods offered to those persons interested in enrollment will include some evening and weekend times. If the school has more applicants than available space, it will select students using a random selection method.

The school will provide notice of open enrollment by:

- Mailing written notice of the open enrollment period and an application to all families who inquire about school enrollment; and,
- Posting written notice of the open enrollment period at the school; and,

- Either airing a public service announcement on local Cable television, announcing the open enrollment period and application process and/or,
- Printing a written notice of the enrollment period in the local newspaper.

Enrollment Preference

Enrollment is open to all students. The school will give priority to students enrolled and admitted in the prior year, siblings of students already enrolled, and students residing in the school district where the school is located.

Enrollment Process

For the first year of operation, the school will hold open enrollment for a specified four-week period to be specified at a later date. For subsequent years, the school will accept applications from the first day of class until the last business day in February of each year for the subsequent academic year. If applications exceed available space, the last business day in February of each year shall be the deadline for applications to be drawn by random selection.

People interested in applying for the next school year may obtain applications at the principal's office of the school on weekdays between the hours of 8:30 a.m. and 4:00 p.m. The school will mail or fax applications to anyone requesting an application by telephone. All applications received after the close of open enrollment, but before the lottery will not be eligible to participate in the lottery, and will be added to the end of the waiting list created at the time of the lottery.

Lottery Process

If the number of applicants for a classroom exceeds the number of positions available, the school will hold a random selection lottery during or prior to the second week following the close of open enrollment. The random selection drawing shall be run by an NHA representative, shall be open to the public, and the school will notify all applicants of the time and place. Names will be drawn until all available classroom positions have been filled. Any remaining names will be drawn to establish waiting list priority to be used to fill openings during the school year for which the student applied. After all eligible names have been drawn, the school will add the names of applicants who filed applications after the close of open enrollment. All post-deadline applicants will be added in the order in which they are received.

All applicants still on the waiting list must resubmit an application for the following school year no later than the last business day in February. Once students are admitted they will remain eligible to be admitted at the school for successive years without having to re-enter the selection process. They must, however, enroll for the subsequent year no later than the last business day in February.

Lottery Procedures (First Year only):

Step One: The grades levels are randomly drawn to determine which grade shall be drawn first.

Step Two: Applicants are drawn completely for each grade in the order determined in Step One, until all applicants are placed in a grade or the waiting list. As applicants are drawn and enrolled, siblings are also enrolled if there are openings.

Step Three: After all spaces are filled, the drawing continues to determine the order of the waiting list.

Subsequent Years: For the following years, any parent/guardian may submit an application for enrollment at any time. A new application must be submitted every year. The close of enrollment date shall be published in a local newspaper at least 30 days prior to the last day of open enrollment. For purposes of a lottery, the enrollment period shall end on the last business day in February each year. Applications shall be mailed or faxed upon request.

Applications received prior to the close of the enrollment period are time/date stamped upon receipt. Upon the close of enrollment, if any grade has received more applications than spaces available a lottery is held in all grades.

Lottery Procedures (Subsequent Years):

Step One: Current students are automatically reenrolled to the next grade.

Step Two: The grades levels are randomly drawn to determine which grade shall be drawn first.

Step Three: Siblings of currently enrolled students are automatically enrolled if spaces are available. If a grade has more sibling applicants than openings, sibling applicants are randomly drawn.

Step Four: New applicants are drawn completely for each grade in the order determined in Step One, until all applicants are placed in a grade or the waiting list. As applicants are drawn and enrolled, siblings are also enrolled.

Step Five: After all spaces are filled, the drawing continues to determine the order of the waiting list.

Student Withdrawal

A student may withdraw with written notice by the parent/guardian of the student.

Attachment 32

DISCIPLINE PROCEDURES FOR REGULAR EDUCATION STUDENTS

The *Libertas Charter School* shall be open to all age-appropriate children without regard to race, ethnic background, disability and/or religious affiliation at no cost to the parent(s).

The school will attempt to address the needs of students through a quality education program. To be effective and to fulfill this goal, we believe that students need a positive, safe, and orderly school environment in which learning can take place without disruption. It is our belief that students who do not obey the rules of good conduct are interfering with the learning process and safety of others as well as minimizing their own opportunities to learn.

In order to maintain a positive climate for learning, a code of conduct has been developed and will be implemented at the school.

Expectations

All students are expected to:

- Respect and obey all staff members, other adults, and fellow students connected to the school at all times;
- Respect school property and that of fellow students, staff members, and neighbors (restitution for damage or loss is determined by the Principal);
- Use acceptable language at all times;
- Cooperate in keeping the school building neat and premises neat and clean;
- Be honest, courteous and kind in relationship with students, staff members, and other adults;
- Obey rules and regulations necessary for the safe and orderly operation of the school;
- Wear appropriate clothing that is neat, modest, and not distracting to others (the final judgment of the Principal is binding in this matter); and
- Be punctual and in attendance at school each day unless ill or given an excused absence by the Principal because of an emergency.

Both minor and major acts of student misconduct will initiate school disciplinary procedures. While we are unable at this time to determine the student population and the need for disciplinary action, we will work with our management partner to hire an assistant Principal

whose primary function is to ensure a safe and orderly school environment should the need arise. Listed below are the due process steps that will be followed by the teacher and/or Principal when student misbehavior occurs:

General Disciplinary Process

Level 1 The teacher addresses the inappropriate behavior and the student is given opportunity to respond. If the act of misconduct is considered minor, the form of disciplinary action used (if any) is recorded in the teacher record book.

Level 2 If the same act of misconduct continues or a more serious act occurs, the teacher and/or the Principal informs the parent by phone and/or letter. A conduct report is completed (which includes a opportunity for student response), and copies are made for the parent, teacher and school student file. Should at any time the student be asked to leave the classroom due to inappropriate behavior, or a more serious act of misconduct, an aide will escort the student to the administrative offices.

Level 3 If the inappropriate behavior continues or if a more serious act of misconduct occurs (not covered in Levels 1 & 2), a conference with parent, teacher, and/or Principal will be held in order to discuss the incident and appropriate disciplinary action. The student may or may not be included in the meeting as determined by the Principal. A written record of what was decided at the meeting is kept on file.

Level 4 If the previous disciplinary actions taken at levels 1-3 have not been successful in stopping the continuing inappropriate behavior or if a very serious act of misconduct occurs, the teacher and/or Principal schedules a meeting with the parents in order to discuss a corrective action plan. The plan is written, distributed to all persons included in the meeting, and also placed in the student file.

Level 5 If the corrective action plan does not work, or a major act of misconduct occurs (e.g., blatant defiance of authority), the Principal may suspend the student from school, not to exceed 5 days. Prior to suspension, the Principal will convene a meeting with the student, parent, and others involved in the incident in order to review the student record of misconduct, explanation of evidence against the student, to determine the length of the out-of-school suspension, and to plan a future course of action. As part of the due process, the student will be given the opportunity to explain his/her version. A written suspension report is completed with copies given to the parents and teacher. A copy is also placed in the student file.

Level 6 If all the actions taken at Levels 1-5 have not corrected the inappropriate behavior or if the act of misconduct is so extreme that it threatens the safety of others (e.g., bringing a weapon to school* or physically assaulting others**), the Principal may suspend the student from school, perhaps for the second time. For any period of suspension longer than five days or expulsion, a meeting with all involved persons shall be convened by the Principal to determine the next course of action. Such action may consist of the Principal's recommendation that the student be expelled or suspended for a period longer than five days from school. In such case,

due process requirements will be followed in accordance with the long-term suspension and expulsion requirements.

*Federal and State law require the expulsion from school for a period of not less than one year a student who is determined to have brought a firearm to school, or to have possessed a firearm at school, except that the principal may modify such expulsion requirement for a student on a case-by-case basis if such modification is in writing.

**Examples of other major acts of misconduct including but not limited to those below, that do not require procession through Levels 1-4 but rather call for discipline to be administered immediately at the 5th and 6th level are the following:

- Malicious types of behavior that endanger the safety of others, e.g., assault;
- Continual classroom disruption;
- Extreme acts of defiance and/or threats toward teachers/other adults/fellow students;
- Racial, religious, and/or sexual harassment;
- Possession/use of any form of alcoholic beverages, tobacco, inhalants, illicit drugs, etc.;
- Arson; and,
- Name calling, teasing, and/or swearing that has continued after discipline was administered at previous levels.

Suspension

A meeting with parents will be convened to discuss the incident that led to the suspension and to develop a plan of action for the future. Some other details related to an out-of-school suspension are:

- Students suspended from school are not allowed to visit the school or attend any school-related activities during the period of suspension.
- Students are allowed to complete homework assignments while on suspension. In order to receive credit for them, students must submit the assignments to their teacher on the day of readmission to the school.
- At the discretion of the Principal, out-of-school suspension reports, conduct reports, and/or corrective action plans can be removed from a student's permanent school file at the end of the school year if that student showed noted improvement in behavior after the disciplinary action was implemented.

Long Term Suspension and Expulsion Procedure

A meeting with parents will be convened to discuss incidents that may warrant the long-term suspension or expulsion of a student. Long-term suspension is a suspension from school in excess of 5 days. Expulsion is defined as permanent removal of a student from school due to extreme non-compliance with school/state rules. In situations where a long term suspension or

expulsion is recommended, the student, together with his or her parent, will be given an opportunity to present testimony, witnesses and to cross examine witnesses against him or her regarding the action before the Board. A student has the right to be represented by counsel at such time. The Board of Trustees will make a final decision about expulsion or long-term suspensions within 10 days of the incident. A written record will be made of all actions taken. The record is then copied and distributed to all involved parties.

Alternative Education Program

Libertas Charter School hereby commits to ensuring that all students receiving suspensions or expulsions shall be provided alternative instruction sufficient in quality and quantity to comply with section 3214 of the Education Law and other applicable laws. Strategies to be implemented may include, but are not limited to, home-based instruction, after-school instruction, tutoring, and contracting with additional providers, sufficient to attain the school's learning standards.

The school shall comply with Part 300.519—300.529 of the Code of Federal Regulations.

The school will provide an alternative education program to students of compulsory attendance age.

Specifically, for suspension of less than 10 days, the school will ensure that each affected student receives all classroom assignments and a schedule to complete such assignments during the time of his or her suspension. Provision will be made to permit a suspended student to make up assignments or tests missed as a result of such suspension. The school will also provide additional alternative instruction with the reasonable promptness and by appropriate means to assist the student, so that the student is given full opportunity to complete assignments and master the curriculum, including additional written instructions, phone assistance, computer instruction and/or home visits and one-on-one tutoring.

For suspension of 10 days or longer, the school shall provide all of the above-referenced services, with greater emphasis on tutoring and home visits as is necessary. The services provided will be designed in order to ensure that the student is given the opportunity to master the school curriculum and take such assessment tests and measures as the school would otherwise provide.

For students expelled from the school, the school will provide the above-referenced services until the end of the school year or for a reasonable amount of time until the student is enrolled in another school, or any alternative education program operated by the student's school district of residence.

Attachment 33

DISCIPLINE PROCEDURES FOR SPECIAL EDUCATION STUDENTS

Students with disabilities² have the same rights and responsibilities as other students, and may be disciplined for the same behavioral offenses. Discipline of a student identified as having a disability, however, will be in accordance with the following:³

1. Students for whom the Individualized Educational Plan ("IEP") includes specific disciplinary guidelines will be disciplined in accordance with those guidelines. If the disciplinary guidelines appear not to be effective or if there is concern for the health and safety of the student or others if those guidelines are followed with respect to a specific infraction, the matter will be immediately referred to the CSE of the student's district of residence for consideration of a change in the guidelines.

2. Students for whom the IEP does not include specific disciplinary guidelines may be disciplined in accordance with standard school policy relating to each infraction. The CSE of the student's district of residence shall be notified immediately of any suspension from classes, and the school shall work with the CSE to arrange appropriate alternate instruction.

If there is any reason to believe that the infraction is a result of the student's disability, the student will immediately be referred to the CSE of the student's district of residence. If a connection is found, no penalty may be imposed, and the school will work with the CSE to consider a possible program modification.

If a student identified as having a disability is suspended during the course of the school year for a total of eight days, such student will immediately be referred to the CSE of the student's district of residence for reconsideration of the student's educational placement. Such a student shall not be suspended for a total of more than 10 days during the school year without the specific involvement of the CSE of the student's district of residence prior to the 11th day of suspension, because such suspensions are considered to be a change in placement.

In considering the placement of students referred because of disciplinary problems, the CSE of the student's district of residence is expected to follow its ordinary policies with respect to parental notification and involvement.

3. The school shall work with the district to ensure that the CSE of the student's district of residence meets within seven school days of notification of any of the following, for the purpose of considering a change in placement for the student involved:

² A student not specifically identified as having a disability but whose school district of residence or charter school prior to the behavior which is the subject of the disciplinary action, has a basis of knowledge (in accordance with 300.527(b)) that a disability exists may request to be disciplined in accordance with these provisions.

³ The discipline policy for disabled students shall comply with 34 CFR § 300.519-29.

- a. The commission of an infraction by a student with a disability who has previously been suspended for the maximum allowable number of days.
- b. The commission of any act resulting from the student's disability.
- c. The commission of any infraction by a disabled student, regardless of whether the student has previously been suspended during the school year if, had such infraction been committed by a non-disabled student, the Principal would seek to impose a suspension in excess of five days.

Provision of Services During Removal

We will, for those students removed for a period less than 10 days ensure that each affected student receives all classroom assignments and a schedule to complete such assignments during the time of his or her suspension. Provisions will be made to permit a suspended student to make up assignments or tests missed as a result of such suspension. The school will also provide additional alternative instruction with the reasonable promptness and by appropriate means to assist the student, so that the student is given full opportunity to complete assignments and master the curriculum, including additional instructions, phone assistance, computer instruction and/or home visits and one-on-one tutoring.

During any subsequent removal that would combine with previous removals to equal 10 or more school days during the school year or any removal for behavior that is not a manifestation of the child's disability, services must be provided to the extent determined necessary to enable the child to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. In these cases, school personnel, in consultation with the child's special education teacher, make the service determination.

During any removal for drug and weapon offenses (pursuant to CFR 300.520(a)(2)) or a removal based on a determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, services will be provided to the extent necessary to enable the child to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. These service determinations will be made by the CSE of the student's district of residence. The school will place students in interim alternative educational settings as appropriate and mandated by CFR 300.520(a)(2).

During any subsequent removal that does constitute a change in placement, but where the behavior is not a manifestation of the disability, the CSE of the student's district of residence will make the service determination.

CSE Meetings

Meetings of the CSE of the student's district of residence to either develop a behavioral assessment plan or, if the child has one, to review such plan are required when (1) the child is

first removed from his or her current placement for more than 10 school days in a school year; and (2) when commencing a removal which constitutes a change in placement.

Subsequently, if other removals occur which do not constitute a change in placement, the school will work with the CSE of the student's district of residence to review the child's assessment plan and its implementation to determine if modifications are necessary. If one or more members of the CSE of the student's district of residence believe that modifications are needed, then the CSE is expected to meet to modify the plan and/or its implementation.

Due Process

If discipline which would constitute a change in placement is contemplated for any student, then (1) not later than the date on which the decision to take such action is made, the parents of the student with a disability shall be notified of that decision and provided the procedural safeguards notice described in 34 CFR §300.504; and (2) immediately, if possible, but in no case later than 10 school days after the date on which such decision is made, the CSE of the student's district of residence and other qualified personnel shall meet and review the relationship between the child's disability and the behavior subject to the disciplinary action.

If, upon review, it is determined that the child's behavior was not a manifestation of his or her disability then the child may be disciplined in the same manner as a child without a disability, except as provided in 34 CFR §300.121(d) (which relates to the provision of services to students with disabilities during periods of removal).

Parents may request a hearing to challenge the manifestation determination. Except as provided below, the child will remain in his or her current educational placement during the pendency of the hearing.

If a parent requests a hearing or an appeal regarding a disciplinary action relating to weapons or drugs to challenge the interim alternative educational setting or the manifestation determination, the child shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period provided for in the disciplinary action, whichever occurs first, unless the parent and charter school agree otherwise.

Attachment 34

DRESS CODE

While a specific uniform is not required, a standard dress code shall be established at the school. The code is designed to promote student learning without creating an undue financial responsibility to families.

All Students:

- White shirts with collars (includes mock turtleneck, long or short sleeves, cotton or knit)
- Brown, black, navy or burgundy shoes (loafer type or casual dress). Athletic shoes should be brought to school for use in gym. Boots are not permitted except as outerwear.
- Cold weather attire may include solid color sweaters or vests in navy, white, beige, tan, burgundy, rust or dark green.
- Hats of any kind are not permitted.
- Extreme hairstyles are not permitted. Hair color for boys and girls must be of natural tones.

Boys:

- Navy or dark blue pants or shorts; belts must be worn with trousers having belt loops. Shirts must stay tucked in pants.
- White or navy socks.
- Hairstyles must be conservative with hair being off the collar.
- Earrings and other body piercing ornaments are not permitted.

Girls:

- Navy or dark blue pants, skirts, skorts, jumpers; must be longer than the fingers when arms hang at the student's side.
- White or navy socks/tights.
- A reasonable number of earrings are permitted. Only ears may be pierced.
- Makeup is not permitted.

Personal Hygiene

The personal grooming of each student should be in accord with the standards set by the uniform dress code. Students should be clean and neat when at school.

Attachment 35

FOOD SERVICES

The charter school board is working to arrange food services for the school. The student population to be served and the qualification of these students for federal and state subsidies for breakfasts and lunches has been factored into the firm's efforts to arrange for nutritious meals for our students. Several providers already have been contacted, and the Board will be working with a food-broker firm to consider various options, including contracting for all food-related services and also the possibility of directly employing food service personnel at the school.

Attachment 36

HEALTH SERVICES

A nurse will be on staff or contracted with to supervise the disbursement of medication, the treatment of students who are ill, the treatment of students who are injured, and to train faculty and staff in first aid, including but not limited to, Cardiopulmonary Resuscitation (CPR). The nurse will additionally be responsible for all record keeping and correspondence related to aforementioned activities.

New Students

Hearing and vision testing will be done on all new students by a qualified individual. A review of student immunizations requirements and the proper supporting documents shall be completed for all new students, applying the following requirements. School staff will work with the county health department and other appropriate authorities to provide these services.

Immunization Requirements

The school will administer the immunization requirements in place at all times that it holds a valid charter. Each student entering kindergarten or a new school district in grades 1-12 shall have a certificate of immunization at the time of registration or not later than the first day of school and shall comply with the immunization requirements per the State of New York.

Before a child can be permitted to enter or attend school, parents or guardians must present documentation that their child has received all required doses of vaccines or that their child has received at least one dose of each of the required vaccines and is waiting to receive the subsequent doses at the appropriate time intervals.

Parents may waive immunization by complying with section 2164 of the Public Health Law and §2854(1)(b) of the Education Law in regards to exemptions to immunizations. Forms and materials will be printed in various languages as required to best meet the needs of the charter school's student population.

Attachment 37**FREEDOM OF INFORMATION LAW POLICY**

Please see **Exhibit F** for a copy of our Freedom of Information Law Policy.

Attachment 38**OPEN MEETINGS POLICY**

Please see **Exhibit G** for our Open Meetings Law Policy.

Attachment 39

COMPLAINT PROCESS

Any individual or group ("complainant") may bring a complaint to the Board of Trustees alleging a violation of the New York Charter Schools Act, the charter or other applicable laws relating to the management or operation of the school. The complaint may be presented to the Board in an open meeting or in written form. The Board shall respond at or prior to the next public meeting of the Board of Trustees. Every effort will be made to respectfully address the matter to the satisfaction of the individual or group who presented the complaint. The Board shall render a determination in writing and provide such determination to the complaining party, together with a copy of the State University's "Guidelines of the Charter Schools Institute for Handling Complaints received Pursuant to Education Law §2855(4)." If the complainant determines that the Board did not adequately address the complaint, the complainant may bring the complaint to the Charter School Institute. If the complainant determines that the Charter School Institute does not adequately address the complaint, the complainant may bring the complaint to the Board of Regents. The Trustees of the State University of New York and the Board of Regents have the authority, under the Charter Schools Act, to take appropriate action. Upon a determination being made by the Charter School Institute or the Board of Regents, a copy of the determination will be transmitted to the complainant and the entity not involved in the action.

Attachment 40

DISSOLUTION OF CHARTER

In the event of closure or dissolution, the *Libertas Charter School* shall inform parents of their need to seek an alternative choice for the education of their child. This shall be done at the earliest possible opportunity. Additionally, a list of students attending the school will be sent to the school district of the students' residence.

The *Libertas Charter School* shall transfer student records to the school district in which the charter school is located. The parents of the enrolled students shall be notified of the transfer of records.

The assets of the school shall be transferred to the school district or another charter school in which the Charter School is located.

Attachment 41**PERSONNEL POLICY**

Please see **Exhibit H** for a copy of our Personnel Policy.

Attachment 42**INSTRUCTIONAL STAFF****Staff Roster**

| Title | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-------------------------------------|--------|--------|--------|--------|--------|
| Principal | 1 | 1 | 1 | 1 | 1 |
| Assistant Principal | - | 1 | 1 | 1 | 1 |
| Secretary | 1 | 1 | 1 | 1 | 1 |
| Assistant Secretary | - | - | 1 | 1 | 1 |
| Aides | .5 | 1 | 1.5 | 2 | 2 |
| Custodian | .5 | .5 | 1 | 1 | 1 |
| Teachers | 10 | 17 | 20 | 23 | 26 |
| Music Teacher | .2 | .5 | 1 | 1 | 1 |
| PE Teacher | .2 | .5 | 1 | 1 | 1 |
| Art Teacher | .2 | .5 | 1 | 1 | 1 |
| ELL Teacher* | .5 | .5 | .5 | .5 | .5 |
| Technology Specialist* | .2 | .5 | 1 | 1 | 1 |
| Librarian | .5 | .5 | 1 | 1 | 1 |
| Science Specialist* | .2 | .5 | 1 | 1 | 1 |
| Special Education Coordinator | .5 | 1 | 1.5 | 1.7 | 2 |
| Speech Therapist* | .5 | .7 | .9 | 1 | 1 |
| Physical & Occupational Therapists* | .3 | .3 | .5 | .7 | .7 |
| Pupil Support Coordinator | 1 | 1 | 1 | 1 | 1 |

*Contracted Services

Typical Classroom Configuration

Each classroom shall hold 25 students and one teacher. The teacher may schedule a parent volunteer for activities requiring additional supervision. In some high needs classrooms, a parent volunteer or teacher aide may be assigned on a part-time or full-time basis as needed.

Staff Certification

Charter schools may allow up to 30 percent of the instructional staff or up to 5 teachers, whichever is less, to teach without having required New York State certification or alternative certification by the Commissioner of Education. It is the intent of the school to restrict hiring of such staff within these limits per §2854(3)(a-1) of the New York State Education Law.

Attachment 43**COLLECTIVE BARGAINING WAIVER**

Libertas Charter School shall enroll less than 250 students the first year and shall not require a collective bargaining waiver.

2002

JUL 15 2002

APPLICATION NAME:

LIBERTAS C.S.

OF VOLUMES: 2 OF 2

VOLUME #: _____

Attachment 44**START UP BUDGET**

Start-up expenditures shall consist of the following expenses until the school is open. The start-up funds shall be provided by National Heritage Academies (See Exhibit J for Letter of Commitment).

| | |
|--|------------------|
| Principal Salary for 6 months prior to school opening on a part-time basis | \$15,625 |
| Secretary Salary for 4 months prior to school opening on a part-time basis | \$3750 |
| Benefits and Taxes for salaries | \$3,819 |
| Administration services provided by NHA entailing administrative oversight related to pre-operational activities | \$4,125 |
| Human Resources services provided by NHA entailing recruiting, processing hires, training | \$75,426 |
| Legal Services for setting up corporation and contract negotiations | \$12,000 |
| Marketing Services provided by NHA entailing student recruitment, mailings, customer service, application processing, information meetings | \$45,501 |
| TOTAL START UP COSTS | \$160,246 |

Attachment 45

FIRST-YEAR ANNUAL BUDGET

Budgets

Please see the following pages for the budgets.

Proposed Budgets and Revisions

Twice a year NHA will provide to the Board a proposed budget. The Board will review the budget, request additional information if necessary and approve the budget. On a quarterly basis, an NHA representative shall present financial statements to the Board that compares the proposed budget to actual expenditures with a column for the amount of variance. At this time, the Board reviews the financial statements and may request additional information.

Start-up Funds

Start-up and contingency funds shall be provided by NHA. This amount is a contribution, to be repaid as revenues allow. The management fee is outlined in Attachment 9(a).

Revenues

Revenues were determined by calculating a per pupil revenue of \$8268 for all five years, as future per pupil amounts are not available. To be conservative, revenue was then based on 90% of projected enrollment as follows.

| <u>Projected Enrollment</u> | <u>90%</u> | <u>Per pupil</u> | <u>Total Revenue</u> |
|-----------------------------|------------|------------------|----------------------|
| <u>240</u> | <u>216</u> | <u>\$8,268</u> | <u>\$1,785,888</u> |
| <u>400</u> | <u>360</u> | <u>\$8,268</u> | <u>\$2,976,480</u> |
| <u>480</u> | <u>432</u> | <u>\$8,268</u> | <u>\$3,571,776</u> |
| <u>555</u> | <u>500</u> | <u>\$8,268</u> | <u>\$4,134,000</u> |
| <u>630</u> | <u>567</u> | <u>\$8,268</u> | <u>\$4,687,956</u> |

ATTACHMENT 45

FIRST YEAR BUDGET

Students 240
 Classrooms 10
 Revenue/Pupil 8,268

| |
|----------------------|
| Cash Flow |
|----------------------|

| | Year One | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June |
|--------------------------------|--------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | Start-up Operating | | | | | | | | | | | | |
| Revenues: | | | | | | | | | | | | | |
| Per Pupil Aid | 1,785,888 | 148,824 | 148,824 | 148,824 | 148,824 | 148,824 | 148,824 | 148,824 | 148,824 | 148,824 | 148,824 | 148,824 | 148,824 |
| Food Sales to Pupils | 6,600 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 |
| Free/Reduced Lunch | 4,400 | 367 | 367 | 367 | 367 | 367 | 367 | 367 | 367 | 367 | 367 | 367 | 367 |
| Special Education | 16,565 | 1,380 | 1,380 | 1,380 | 1,380 | 1,380 | 1,380 | 1,380 | 1,380 | 1,380 | 1,380 | 1,380 | 1,380 |
| NHA Contribution Funds | 160,246 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Revenues | 1,813,453 | 151,121 |
| Expenses: | | | | | | | | | | | | | |
| Instructional | | | | | | | | | | | | | |
| Art Teacher Salary | 7,130 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 |
| Music Teacher Salary | 7,130 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 |
| PE Teacher Salary | 7,130 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 | 594 |
| Teacher Salaries | 356,500 | 29,708 | 29,708 | 29,708 | 29,708 | 29,708 | 29,708 | 29,708 | 29,708 | 29,708 | 29,708 | 29,708 | 29,708 |
| Salaries - At risk | 13,676 | 1,140 | 1,140 | 1,140 | 1,140 | 1,140 | 1,140 | 1,140 | 1,140 | 1,140 | 1,140 | 1,140 | 1,140 |
| Substitute Teacher | 6,000 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 |
| Benefits and Taxes | 78,430 | 6,536 | 6,536 | 6,536 | 6,536 | 6,536 | 6,536 | 6,536 | 6,536 | 6,536 | 6,536 | 6,536 | 6,536 |
| Prof. Dev. | 3,600 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 |
| Supplies and Materials | 43,180 | 3,598 | 3,598 | 3,598 | 3,598 | 3,598 | 3,598 | 3,598 | 3,598 | 3,598 | 3,598 | 3,598 | 3,598 |
| Textbooks | 109,700 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 |
| Dues and fees | 460 | 38 | 38 | 38 | 38 | 38 | 38 | 38 | 38 | 38 | 38 | 38 | 38 |
| Miscellaneous | 2,300 | 192 | 192 | 192 | 192 | 192 | 192 | 192 | 192 | 192 | 192 | 192 | 192 |
| Travel | 3,000 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 |
| Meetings/Meals | 1,150 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 |
| Field Trips | 1,150 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 |
| Total Instructional | 640,536 | 53,378 |
| Special Education | | | | | | | | | | | | | |
| Salaries & Wages | 38,000 | 3,167 | 3,167 | 3,167 | 3,167 | 3,167 | 3,167 | 3,167 | 3,167 | 3,167 | 3,167 | 3,167 | 3,167 |
| Benefits and Taxes | 7,490 | 624 | 624 | 624 | 624 | 624 | 624 | 624 | 624 | 624 | 624 | 624 | 624 |
| Prof. Dev. | 360 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 |
| Supplies | 500 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 |
| Travel | 500 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 |
| Total Special Education | 46,850 | 3,904 |

ATTACHMENT 45

| | | | | | | | | | | | | | | |
|--|--------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| School Administration | | | | | | | | | | | | | | |
| Principal's Salary | 15,625 | 68,000 | 5,667 | 5,667 | 5,667 | 5,667 | 5,667 | 5,667 | 5,667 | 5,667 | 5,667 | 5,667 | 5,667 | 5,667 |
| Assistant Principal | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Secretary | 3,750 | 25,000 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 |
| Assistant Secretary | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| School Nurse | | 18,000 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 |
| Aides | | 3,120 | 260 | 260 | 260 | 260 | 260 | 260 | 260 | 260 | 260 | 260 | 260 | 260 |
| Benefits and Taxes | 3,819 | 22,493 | 1,874 | 1,874 | 1,874 | 1,874 | 1,874 | 1,874 | 1,874 | 1,874 | 1,874 | 1,874 | 1,874 | 1,874 |
| Prof. Dev. | | 800 | 67 | 67 | 67 | 67 | 67 | 67 | 67 | 67 | 67 | 67 | 67 | 67 |
| Supplies | | 5,000 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 |
| Postage | | 2,000 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 |
| Printing | | 4,000 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 |
| Dues and fees | | 700 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 |
| Travel | | 3,000 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 |
| Meetings & meals | | 500 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 |
| Miscellaneous | | 500 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 |
| Total School Administration | | 153,113 | 12,759 |
| Library | | | | | | | | | | | | | | |
| Salaries | | 5,250 | 438 | 438 | 438 | 438 | 438 | 438 | 438 | 438 | 438 | 438 | 438 | 438 |
| Benefits and Taxes | | 1,035 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 |
| Books | | 18,000 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 |
| Supplies | | 1,000 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 |
| Total Library | | 25,285 | 2,107 |
| Educational Supporting Services: | | | | | | | | | | | | | | |
| Pupil Support Coordinator | | 30,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 |
| ELL Teacher | | 25,000 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 |
| Technology | | 4,750 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 |
| Science | | 4,750 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 | 396 |
| Software Fees | | 12,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| Total Educational Supporting Services | | 76,500 | 6,375 |
| Equipment/Furniture | | | | | | | | | | | | | | |
| Insurance | | 1,000 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 |
| Rentals | | 48,941 | 4,078 | 4,078 | 4,078 | 4,078 | 4,078 | 4,078 | 4,078 | 4,078 | 4,078 | 4,078 | 4,078 | 4,078 |
| Repair | | 1,000 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 |
| Maintenance | | 4,000 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 |
| Miscellaneous | | 4,000 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 | 333 |
| Total Equipment/Furniture | | 58,941 | 4,912 |
| Facilities | | | | | | | | | | | | | | |
| Maint. Equip & Supplies | | 14,000 | 1,167 | 1,167 | 1,167 | 1,167 | 1,167 | 1,167 | 1,167 | 1,167 | 1,167 | 1,167 | 1,167 | 1,167 |
| Insurance | | 5,000 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 |
| Rent | | 630,000 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 |

ATTACHMENT 45

| | | | | | | | | | | | | | |
|-------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Repairs | 7,000 | 583 | 583 | 583 | 583 | 583 | 583 | 583 | 583 | 583 | 583 | 583 | 583 |
| Maintenance | 40,000 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 |
| Telephone | 6,000 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 |
| Gas | 8,640 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 |
| Electric | 34,560 | 2,880 | 2,880 | 2,880 | 2,880 | 2,880 | 2,880 | 2,880 | 2,880 | 2,880 | 2,880 | 2,880 | 2,880 |
| Sewer & water | 2,000 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 |
| Waste & trash | 2,000 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 | 167 |
| Miscellaneous | 1,000 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 |
| Total Facilities | 750,200 | 62,517 |
| Board | | | | | | | | | | | | | |
| Legal Expenses | 2,500 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 |
| Audit Fees | 5,000 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 |
| Miscellaneous | 1,000 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 |
| Meetings & meals | 1,000 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 |
| Total Board | 9,500 | 792 |
| Food Service | | | | | | | | | | | | | |
| Food and Milk | 22,000 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 |
| Total Food Service | 22,000 | 1,833 |
| General Administration | | | | | | | | | | | | | |
| Accounting | 4,884 | 407 | 407 | 407 | 407 | 407 | 407 | 407 | 407 | 407 | 407 | 407 | 407 |
| Administration | 4,125 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 |
| Human Resources | 75,426 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 |
| Technology | 1,832 | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 153 |
| Legal | 1,221 | 102 | 102 | 102 | 102 | 102 | 102 | 102 | 102 | 102 | 102 | 102 | 102 |
| Marketing | 3,053 | 254 | 254 | 254 | 254 | 254 | 254 | 254 | 254 | 254 | 254 | 254 | 254 |
| School Operations | 6,106 | 509 | 509 | 509 | 509 | 509 | 509 | 509 | 509 | 509 | 509 | 509 | 509 |
| Total General Administration | 30,528 | 2,544 |
| Total Operating Expenditures | 160,246 | 151,121 |

Attachment 46**Five Year Budget**

| | Year One | Year Two | Year Three | Year Four | Year Five |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Students 90% of projected enrollment | 218 | 380 | 432 | 500 | 587 |
| Classrooms | 10 | 17 | 20 | 23 | 28 |
| Revenue/Pupil | 8,268 | 8,268 | 8,268 | 8,268 | 8,268 |
| Revenues: | | | | | |
| Per Pupil Aid | 1,785,888 | 2,076,480 | 3,571,776 | 4,134,000 | 4,887,958 |
| Food Services - Sales to Pupils | 6,600 | 13,200 | 16,474 | 19,810 | 23,386 |
| Food Services - Dept of Ag. Reimburse. | 4,400 | 8,800 | 10,982 | 13,208 | 15,581 |
| Special Education | 16,565 | 33,129 | 40,535 | 48,479 | 56,989 |
| NHA Contribution | | | | | |
| Total Revenues | \$ 1,813,453 | \$ 3,031,609 | \$ 3,639,767 | \$ 4,215,495 | \$ 4,783,922 |
| Expenses: | | | | | |
| Instructional | | | | | |
| Art Teacher Salary | 7,130 | 14,260 | 17,825 | 35,650 | 37,076 |
| Music Teacher Salary | 7,130 | 14,260 | 17,825 | 35,650 | 37,076 |
| PE Teacher Salary | 7,130 | 14,260 | 17,825 | 35,650 | 37,076 |
| Classroom Teacher Salaries | 358,500 | 606,060 | 741,520 | 886,868 | 1,042,836 |
| Teacher Salaries - At risk | 13,676 | 18,483 | 20,104 | 20,924 | 21,781 |
| Substitute Teacher's Salaries | 6,000 | 13,800 | 12,000 | 13,800 | 15,800 |
| Teacher Benefits and Taxes | 78,430 | 119,452 | 146,154 | 174,800 | 206,504 |
| Teacher Professional Development | 3,800 | 8,120 | 7,200 | 8,280 | 9,360 |
| Teaching Supplies and Materials | 43,180 | 47,424 | 55,875 | 64,927 | 69,887 |
| Textbooks | 109,700 | 23,000 | 25,800 | 29,200 | 21,100 |
| Instructional - dues and fees | 460 | 478 | 572 | 873 | 726 |
| Instructional - travel | 3,000 | 4,784 | 5,722 | 6,727 | 7,265 |
| Instructional - meetings & meals | 1,150 | 2,392 | 2,831 | 3,363 | 3,632 |
| Field Trips | 1,150 | 2,392 | 2,861 | 3,363 | 3,632 |
| Total Instructional | 838,238 | 887,135 | 1,074,114 | 1,319,885 | 1,512,331 |
| Special Education | | | | | |
| Salaries & Wages | 38,000 | 64,600 | 78,040 | 82,202 | 75,490 |
| Teacher Benefits and Taxes | 7,490 | 12,733 | 15,579 | 16,202 | 14,879 |
| Teacher Professional Development | 360 | 749 | 779 | 810 | 842 |
| Supplies | 500 | 884 | 1,244 | 1,462 | 1,578 |
| Travel | 500 | 884 | 1,244 | 1,482 | 1,579 |
| Total Special Education | 46,850 | 86,137 | 97,886 | 102,138 | 94,369 |
| School Administration | | | | | |
| Principal's Salary | 68,000 | 70,720 | 73,549 | 76,491 | 79,560 |
| Assistant Principal | | 46,800 | 48,872 | 50,819 | 52,844 |
| Secretary | 25,000 | 26,000 | 27,040 | 28,122 | 29,246 |
| Assistant Secretary | | | 23,796 | 24,747 | 25,737 |
| School Nurse | 18,000 | 18,540 | 19,889 | 20,269 | 21,080 |
| Lunch/Playground Aide | 3,120 | 3,245 | 3,375 | 3,510 | 3,650 |
| Benefits and Taxes | 22,493 | 37,091 | 38,651 | 40,161 | 41,767 |
| Professional Development | 800 | 832 | 866 | 900 | 936 |
| Supplies | 6,000 | 10,400 | 12,438 | 14,623 | 16,793 |
| Postage | 2,000 | 2,080 | 2,488 | 2,925 | 3,159 |
| Printing | 4,000 | 4,160 | 4,976 | 5,849 | 6,317 |
| Dues and fees | 700 | 728 | 757 | 787 | 819 |
| Travel | 3,000 | 3,120 | 3,245 | 3,375 | 3,510 |
| Meetings & meals | 1,000 | 1,520 | 1,541 | 1,562 | 1,585 |
| Total School Administration | 153,113 | 225,238 | 261,060 | 273,940 | 285,783 |
| Library | | | | | |
| Salaries & Wages Librarian | 5,250 | 5,480 | 11,367 | 11,811 | 12,284 |
| Benefits and Taxes | 1,035 | 1,076 | 2,238 | 2,328 | 2,421 |
| Books | 18,000 | 18,000 | 18,000 | 18,000 | 18,000 |
| Supplies | 1,000 | 2,080 | 2,488 | 2,925 | 3,159 |
| Total Library | 25,285 | 26,636 | 34,083 | 35,064 | 35,864 |
| Educational Supporting Services: | | | | | |
| Pupil Support Coordinator | 30,000 | 31,200 | 32,448 | 33,748 | 35,096 |
| Contracted Services-ELL teacher | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 |
| Contracted Services-technology | 4,750 | 12,500 | 25,000 | 28,000 | 27,040 |
| Contracted Services-science | 4,750 | 12,500 | 25,000 | 28,000 | 27,040 |
| Software/Licenses/Fees | 12,000 | 24,960 | 29,852 | 36,093 | 37,803 |
| Total Educational Supporting Services | 76,500 | 106,160 | 137,300 | 145,839 | 162,079 |
| Equipment/Furniture | | | | | |
| Insurance | 1,000 | 2,080 | 2,488 | 2,925 | 3,159 |
| Rentals | 48,941 | 83,200 | 99,507 | 116,986 | 128,345 |
| Equipment repair | 3,000 | 4,080 | 5,488 | 5,925 | 6,159 |

Attachment 46

| | | | | | |
|-------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Equipment maintenance | <u>6,000</u> | <u>12,320</u> | <u>16,902</u> | <u>20,388</u> | <u>22,268</u> |
| Total Equipment/Furniture | <u>58,941</u> | <u>101,680</u> | <u>124,385</u> | <u>146,234</u> | <u>157,931</u> |
| Facilities | | | | | |
| Maintenance Equip & Supplies | 14,000 | 29,120 | 34,828 | 40,946 | 44,221 |
| Property & Casualty Insurance | 5,000 | 10,400 | 12,438 | 14,623 | 15,793 |
| Rent | 630,000 | 630,000 | 630,000 | 825,000 | 625,000 |
| Repairs | 7,000 | 14,560 | 17,414 | 20,473 | 22,110 |
| Maintenance | 40,000 | 83,200 | 99,607 | 116,986 | 126,345 |
| Telephone | 6,000 | 12,480 | 14,926 | 17,548 | 18,952 |
| Gas | 8,840 | 8,986 | 9,734 | 10,124 | 10,529 |
| Electric | 34,560 | 35,942 | 38,938 | 40,496 | 42,115 |
| Sewer & water | 2,000 | 4,160 | 4,975 | 5,849 | 6,317 |
| Waste & trash | <u>2,000</u> | <u>4,160</u> | <u>4,975</u> | <u>5,849</u> | <u>6,317</u> |
| Total Facilities | <u>749,200</u> | <u>833,008</u> | <u>887,735</u> | <u>1,097,892</u> | <u>1,117,699</u> |
| Board | | | | | |
| Legal Expenses | 2,500 | 2,600 | 2,704 | 2,812 | 2,925 |
| Audit Fees | 5,000 | 5,200 | 5,408 | 5,624 | 5,849 |
| Meetings & meals | <u>2,000</u> | <u>2,080</u> | <u>2,164</u> | <u>2,250</u> | <u>2,340</u> |
| Total Board | <u>9,500</u> | <u>9,880</u> | <u>10,276</u> | <u>10,686</u> | <u>11,114</u> |
| Food Service | | | | | |
| Cost of Food and Milk | <u>22,000</u> | <u>27,456</u> | <u>33,018</u> | <u>38,977</u> | <u>42,144</u> |
| Total Food Service | <u>22,000</u> | <u>27,456</u> | <u>33,018</u> | <u>38,977</u> | <u>42,144</u> |
| General Administration | | | | | |
| Accounting | 5,412 | 117,260 | 160,700 | 167,920 | 220,193 |
| Administration | 8,457 | 183,219 | 251,094 | 262,376 | 344,052 |
| Human Resources | 6,427 | 139,247 | 190,831 | 199,405 | 261,479 |
| Information Technology | 2,030 | 43,973 | 60,262 | 62,970 | 82,572 |
| Legal | 1,353 | 28,315 | 40,175 | 41,980 | 55,048 |
| Marketing | 3,383 | 73,288 | 100,437 | 104,950 | 137,821 |
| School Operations | <u>6,766</u> | <u>146,575</u> | <u>200,875</u> | <u>209,900</u> | <u>275,241</u> |
| Total General Administration | <u>33,828</u> | <u>732,877</u> | <u>1,004,374</u> | <u>1,049,501</u> | <u>1,376,208</u> |
| Total Operating Expenditures | <u>\$ 1,813,453</u> | <u>\$ 3,031,609</u> | <u>\$ 3,639,767</u> | <u>\$ 4,215,495</u> | <u>\$ 4,783,922</u> |

Libertas Charter School

Budget Assumptions

Enrollment

| Grade | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
|--------------|-----------|------------|-----------|------------|-----------|------------|-----------|------------|-----------|------------|
| | Section | Students |
| K | 2 | 40 | 4 | 75 | 4 | 80 | 4 | 80 | 4 | 80 |
| 1 | 2 | 50 | 3 | 75 | 3 | 75 | 3 | 75 | 3 | 75 |
| 2 | 2 | 50 | 3 | 75 | 3 | 75 | 3 | 75 | 3 | 75 |
| 3 | 2 | 50 | 3 | 75 | 3 | 75 | 3 | 75 | 3 | 75 |
| 4 | 2 | 50 | 2 | 50 | 3 | 75 | 3 | 75 | 3 | 75 |
| 5 | | | 2 | 50 | 2 | 50 | 3 | 75 | 3 | 75 |
| 6 | | | | | 2 | 50 | 2 | 50 | 3 | 75 |
| 7 | | | | | | | 2 | 50 | 2 | 50 |
| 8 | | | | | | 0 | | | 2 | 50 |
| TOTAL | 10 | 240 | 17 | 400 | 20 | 480 | 23 | 555 | 26 | 630 |

**Kindergarten is full time

| | Y1 | Y2 | Y3 | Y4 | Y5 |
|-----------------------------------|--------------------|-------|-------|-------|-------|
| Avg Teacher Salary | 35650 | 35650 | 37076 | 38559 | 40101 |
| Sections | 10 | 17 | 20 | 23 | 26 |
| Enrollment | 240 | 400 | 480 | 555 | 630 |
| Sub teacher per classroom | 600 | 600 | 600 | 600 | 600 |
| Teacher benefits and taxes | 19.71% of salaries | | | | |
| Profession Development | 360 per classroom | | | | |
| Expansion to building | Year 4 | | | | |
| Expenses increases each year by | 4% | | | | |
| Per pupil amount | 8268 | 8268 | 8268 | 8268 | 8268 |
| Budget based on 90% of enrollment | 216 | 360 | 432 | 500 | 567 |

Attachment 47**BUDGET SOUNDNESS**

The start-up budget plan, the first-year budget, and the five-year budget have been reviewed by staff at National Heritage Academies. National Heritage Academies has successfully operated 28 charter schools with satisfactory annual audits for all schools. The budget is based on historical data provided by NHA through their experience in starting up and operating charter schools, including the Rochester Leadership Academy Charter School.

Attachment 48

PROGRAMMATIC AND FISCAL AUDITS

Per the Charter School Act, Section 2857, Article 56:

The school shall provide to the charter entity and to the board of regents an annual report. The annual report will be issued no later than the first day of August of each year for the preceding school year. The annual report shall include the following:

A School Report Card, which shall include measures of the comparative academic and fiscal performance of the school, as prescribed by the commissioner in regulations adopted for such purpose. 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.

Discussion of the progress made towards achievement of the goals set forth in the charter.

A certified financial statement 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 school (as conducted by a New York State certified public accountant per GAAP and in accordance with the U.S. Comptroller General).

Furthermore, the Libertas Charter School shall prepare and present an Accountability Plan, as prescribed by the Charter Schools Institute. This plan shall contain multiple measures to determine academic progress, financial and organizational viability, and other program areas of the school in consultation with the Charter Schools Institute.

The school shall be open to representatives from the State Board of Regents and the chartering entity for examination or inspections of the school.

Attachment 49

INSURANCE

Libertas Charter School shall work with a licensed and state approved insurance company for the following coverage*:

| | |
|------------|---------------|
| Automobile | \$1,000,000 |
| Umbrella | \$2,000,000 |
| CGL | \$1,000,000 |
| D & O | \$1,000,000 |
| Bond. | \$500,000 |
| Property | BPP \$400,000 |

*Should the *Libertas Charter School* not be covered as a party to insurance policies delivered to NHA, the board will obtain its own insurance.

Attachment 51(a)

DESCRIPTION OF THE FACILITY

We are currently working to acquire property in order to construct a facility that accommodates 26 classrooms, office space, adequate restrooms, a multi-purpose gym, play area and conference rooms. While it is our preference to build a new facility, we are also researching vacant buildings for possible renovation.

We have located parcels of property that are large enough to allow for the construction of a new school facility. We are in the process of doing the necessary due diligence (including environmental review) in preparation of submitting a purchase offer on the property.

Should our proposal ultimately be approved, the Charter School Institute's Spring 2002 Review Cycle (as described in the 1/28/02 press release "Charter Schools Institute Offers New Spring Application Review Cycle") provides us with the needed timeframe to construct a new facility for a school opening in September 2003.

Attachment 51(b)**FACILITY IDENTIFICATION PLAN**

In partnership with National Heritage Academies, we already are working with the international real estate firm CB/Richard Ellis to locate potential sites in the Buffalo area.

As we still are considering numerous sites, it has not been determined whether the charter school will lease or own the facility that ultimately houses the charter school. Upon identifying a suitable site, we will immediately notify the Charter Schools Institute and provide the offices with complete information concerning the site's location and the lease/ownership plans.

Attachment 52

FACILITY OWNERSHIP

The *Libertas Charter School* intends to lease a facility from National Heritage Academies. Officers, employees or other affiliated parties of NHA are not authorized to serve on the charter school Board of Trustees (see Code of Ethics, Attachment 30). Should we be approved, our co-founder Paul Joyce, a lawyer by trade, will assist the board in any transactions regarding facilities until we obtain independent counsel, which we intend to do.

Attachment 53

FACILITY LAYOUT DESCRIPTION

While a specific site has not been located, the charter school facility, at a minimum, will be approximately 50,000 square feet and most likely will be comprised of a combination of renovated space with some new construction. The facility will have 26 classrooms, plus rooms for art, music, media, special education resources, a multi-purpose gym, and office areas.

Every effort will be made to accommodate on site outdoor recreational areas, but if not available, we will attempt to contract with local municipal and/or civic organizations to utilize playground areas located in the neighborhood vicinity of the charter school.

The facility will comply with all applicable code requirements and the federal Americans with Disabilities Act.

We have contracted with CB-Richard Ellis, commercial real estate brokers, to help us identify suitable sites within Buffalo.

Attachment 54**TRANSPORTATION**

The school understands that the school district is required to provide transportation to the school within a certain distance. While the school will not provide transportation, we will work with the school district to provide these services. In areas where busing may not be feasible, we will develop a carpooling resource and other means of transportation for interested parents.

Attachment 55

EXPANSION

The school shall offer instruction for grades Kindergarten through eighth grade. The school will strive to establish at least two classes at K-3 grade levels and one section at 4-5 grade levels in the first year, with a projected total enrollment of 240 students the first year. It is the intent of the school to add sections, as needed, serving three classes at each grade level (four at Kindergarten). Total student enrollment shall be 630 students by the fifth year.

Attachment 56**BOARD MEMBERSHIP/CONVERSION**

The charter school would not: have the same or substantially the same board of trustees and/or officers of an existing private school; draw from an existing private school a substantial portion of the employees of the charter school; receive from an existing private school a substantial portion of such private school's assets or property; or be located at the same site as an existing private school.

Attachment 57**ADDITIONAL INFORMATION**

Attached as **Exhibit I** is a description of Academlink®, an information management system (developed by NHA) for parental access to student report cards. Also, attached as **Exhibit J** is a letter of commitment from NHA.

EXHIBIT A: MANAGEMENT PARTNER**Management Agreements**

Please find on the following pages, the executed management agreements for Metro Charter Academy and Rochester Leadership Charter School, two schools that currently contract with National Heritage Academies for services.

501(c)3 Status

Metro Charter Academy is a Michigan charter school. In Michigan, charter schools are automatically considered a unit of government and are tax exempt. Applying for 501(c)3 status is not necessary

Rochester Leadership Charter School is a New York Charter School and has acquired 501(c)3 status.

MANAGEMENT AGREEMENT

This Management Agreement is made and entered into as of the 8th day of June, 2000, by and between National Heritage Academies, Inc. a Michigan corporation ("NHA"), and Metro Charter Academy, a body corporate and public school academy (the "Academy").

RECITALS

The Academy is a charter school, organized as a public school academy under the revised Michigan School Code (the "Code"). The Academy has submitted an application (the "Application") for, and will be granted, a contract (the "Contract") by the Grand Valley State University Board of Trustees (the "Authorizer") to organize and operate a public school academy, with Authorizer as the authorizing body.

The Academy and NHA desire to create an enduring educational alliance, whereby the Academy and NHA will work together to promote educational excellence and innovation, based on NHA's school design, comprehensive educational program and management principles.

In order to facilitate the organization and opening of the Academy, and to implement an innovative educational program at the Academy, the parties desire to establish this arrangement for the management and operation of the Academy.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. **Authority.** The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The Academy further represents that it will be granted the Contract by Authorizer to organize and operate a public school academy. The Academy is therefore authorized by the Code and Authorizer to supervise and control such academy, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.

B. **Contract.** The Academy hereby contracts with NHA, to the extent permitted by law, for the provision of all labor, materials, equipment, facilities and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the Academy in accordance with the educational goals, instructional programs, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Academy's Board of Directors (the "Board") and included in the Contract between the Academy and Authorizer.

C. **Designation of Agents.** The Board designates the employees of NHA as agents of the Academy having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("FERPA").

D. **Status of the Parties.** NHA is a for-profit Michigan corporation, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of NHA. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer - employee. Except as expressly provided in this Agreement, no agent or employee of NHA shall be deemed to be the agent or employee of the Academy. NHA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between NHA and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between NHA and the Academy.

ARTICLE II

TERM

A. **Term.** This Agreement shall be effective ~~as of April 27, 2000~~ and unless otherwise terminated pursuant to this Agreement shall continue ~~for five (5) years~~ from the effective date of this Agreement.

~~June 30, 2006~~
until June 30, 2005.

ARTICLE III

FUNCTIONS OF NHA

A. **Responsibility.** NHA shall be responsible and accountable to the Board for the administration, operation and performance of the Academy in accordance with the Contract. NHA's responsibility is expressly limited by: (i) the Academy's budget which is to be submitted and approved by the Board as provided in this Agreement, and (ii) the availability of state funding to pay for said services. Neither NHA nor the Academy shall be required to expend Academy funds on services in excess of the amount set forth in the Academy budget.

B. **Educational Program.** NHA agrees to implement the educational goals and programs as set forth in the Application incorporated in the Contract (the "Educational Program"). In the event NHA determines that it is necessary to modify the Educational Program, NHA shall inform the Board of the proposed changes and obtain Board approval, and if required under the Contract, approval of Authorizer. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and NHA are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, NHA will provide the Board with updated reports on progress towards implementing each of the Academy's educational goals in the Educational Program.

C. **Specific Functions.** NHA shall be responsible for the management, operation, administration, accounting and Educational Program at the Academy. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board.
2. Management of all personnel functions, including professional development for the Academy Administrator and all instructional personnel and the personnel functions outlined in Article VI.
3. Securing a facility to be leased or otherwise provided to the Board, operation of the facility, and the installation of technology integral to the school design.
4. All aspects of the business administration of the Academy.
5. All aspects of the accounting operation, including general ledger management and financial reporting.
6. Transportation and food service, if any is provided, for the Academy.
7. Any other function necessary or expedient for the administration of the Academy.

D. **Purchases.** Purchases made by NHA on behalf of the Academy with the Academy's funds, such as non-proprietary instructional and/or curriculum materials, books and supplies, and equipment will be the property of the Academy (exclusive of capital items leased or purchased by NHA). NHA agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA at the request of the Academy. The Academy will own all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by NHA at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. However, NHA shall own all proprietary rights to, and the Academy's proprietary interest shall not include, curriculum or educational materials that were previously developed or copyrighted or similarly protected by NHA, or curriculum or educational materials that are developed by NHA with funds from the Academy that are not otherwise dedicated for the specific purpose of developing Academy curriculum or educational materials. NHA's educational materials and teaching techniques used by or at the Academy shall be subject to disclosure to the extent required under the Revised School Code and the Freedom of Information Act.

In the event that NHA makes purchases on behalf of the Academy with the Academy's funds, NHA shall comply with Section 1274 of the Code as if the Academy were making such purchases directly from a third party.

E. **Subcontracts.** NHA reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy, including, but not limited to transportation and/or food service. However, NHA shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board.

F. Place of Performance. NHA reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.

G. Student Recruitment. NHA and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

H. Due Process Hearings. NHA shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Academy shall retain the right to provide due process as required by law.

I. Legal Requirements. NHA shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived, but the Academy shall interpret state and local regulations liberally to give NHA flexibility and freedom to implement its educational and management programs.

J. Rules and Procedures. NHA shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy.

K. School Year and School Day. The school year and the school day shall be as provided in the Contract submitted to and approved by Authorizer.

L. Pupil Performance Standards and Evaluation. NHA shall implement pupil performance evaluations that permit evaluation of the education progress of each Academy student. NHA shall be responsible and accountable to the Board for the performance of students who attend the Academy. NHA will utilize assessment strategies required by the terms of the Contract. The Board and NHA will cooperate in good faith to identify measures of and goals for Academy students and school performance, including but not limited to parent satisfaction.

M. Services to Disabled Students and Special Education. NHA shall provide special education services to students who attend the Academy in conformity with the requirements of state and federal law. NHA may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the Academy's program, subject to approval of the Academy Board. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies.

N. Contract between the Academy and Authorizer. NHA will not act in a manner which will cause the Academy to be in breach of its Contract or Policies with Authorizer.

O. **Unusual Events.** NHA agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Academy in complying with its responsibilities hereunder.

P. **Student and Financial Records.** All student and financial information related to the Academy shall be available for inspection at the Academy upon reasonable request consistent with applicable federal and state laws.

Q. **Academy Records/Proprietary.** The financial, educational and student records pertaining to the Academy are Academy property, and such records are subject to the provisions of the Michigan Freedom of Information Act to the extent required by applicable law. All Academy records shall be physically or electronically available, upon request, at the Academy. Except as prohibited under the Contract and applicable law, the Authorizer and the public shall have access to the Academy's records.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. **Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of NHA, including but not limited to, NHA's recommendations concerning policies, rules, regulations and budgets. The Board's failure to adopt NHA's reasonable recommendations with respect to policies, rules and regulations to enable NHA to implement the school design as set forth in the Contract may, at NHA's option, be deemed a material event which shall entitle NHA, at its option, to unilaterally terminate this Agreement.

B. **Assistance to NHA.** The Academy shall cooperate with NHA in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The Academy shall timely furnish NHA all documents and records necessary for NHA to properly perform its responsibilities under this Agreement.

C. **Unusual Events.** The Academy agrees to timely notify NHA of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect NHA in complying with its responsibilities hereunder.

D. **NHA Office Space.** For the term of this Agreement, suitable office space shall upon request be provided at the Academy without cost for NHA personnel and subcontractors. The office space shall be used by NHA only for NHA activities related to the Academy. The Academy shall also provide NHA, upon NHA's request, with an additional room to be used for activities related to the Academy.

E. **Retained Authority.** The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance,

management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy. The Academy Board shall further retain the obligation, as provided in section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials and equipment.

F. **Building Facility.** NHA shall lease or otherwise cause a facility to be made available to the Board. The facility shall comply with, or otherwise be approved, with respect to state regulations governing the use of the facility as an elementary/middle school, as applicable.

ARTICLE V FINANCIAL ARRANGEMENTS

A. **Revenues.** Except as hereinafter provided, all monies received by the Academy Board shall be deposited in the Academy's depository account within three (3) business days with a financial institution acceptable to the Board. The signatories on the account shall only be Board members or designated Board employee(s). Interest income earned on Academy depository accounts shall accrue to the Academy. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the Academy, including but not limited to:

- 1) funding for public school students enrolled in the Academy.
 - 2) Special education funding provided by Federal or State Governments to the Academy that is directly allocable to special education students in the Academy.
 - 3) Gifted and Talented funding provided by Federal and State Governments that is directly allocable to Gifted and Talented students in the Academy.
 - 4) At-Risk Funding provided by Federal and State Governments to the Academy that is directly allocable to At-Risk students in the Academy.
 - 5) Funding provided by Federal and State Governments to the Academy that is directly allocable to students in the Academy with limited English proficiency.
 - 6) Federal and State grant sources, including Title I, which is directly allocable to the Academy.
 - 7) Grants and donations received by the Academy (except to the extent NHA is not required or involved in soliciting, administering, or managing such grants and/or donations).
 - 8) Fees charged to students for extra services as and to the extent permitted by law.
- (All of the above are hereinafter collectively referred to as the "Revenues").

The Board may advance funds to NHA for the fees or expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Board ratification. The Revenues shall be expended by NHA in accordance with the approved Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

B. Budget

1. Projected Budget. NHA shall provide the Board with an annual projected Budget (the "Budget"). For the Academy's first academic year, the Budget shall be submitted prior to the beginning of the academic year. Thereafter, the Budget shall be submitted to the Board prior to May 1st of the next academic year.

2. Budget Detail. The Budget shall contain reasonable detail as requested by the Board. The Budget shall include all projected expenses and costs reasonably associated with operating the Academy and the NHA school program including, but not limited to, the projected cost of: all services and education programs provided to the Academy, leasehold and other lease or purchase costs incurred for the facility, maintenance and repairs to Academy facilities and capital improvements except as otherwise agreed upon, supplies and furnishings necessary to operate the Academy, all taxes of any kind that are assessed or imposed, insurance premiums, utilities, professional fees, and other costs and expenses connected to operating the Academy.

3. Approval. The Budget shall be prepared by NHA and submitted to the Board for approval. The Budget may be amended from time to time as deemed necessary by the Board.

4. Expenditures. NHA shall not expend the Revenues in such a way as to deviate materially from the provisions of the Budget or amended Budget without Board approval.

5. Board Reserve. Notwithstanding any other provision of this Agreement, during the term of this Agreement, there shall be reserved in the Academy's account an amount not less than \$35,000, but not more than 2%, as determined by the Board. The reserve funds may be used during the year by the Board at its discretion. During each year of the Agreement, the reserve funds shall accumulate pro rata as Revenues are received during the year.

C. Fee. NHA shall receive all Revenues as its gross revenue, from which it shall pay all operating costs of the Academy identified in the Budget approved by the Board. NHA shall be entitled to retain as compensation for its services rendered pursuant to this Agreement the difference, if any, between the amount of the Academy's Revenues and the amount of Revenues actually expended by NHA in operation and/or management of the Academy during its fiscal year (the "Fee").

D. Availability of Funds. NHA shall only be required to perform its responsibilities upon this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

E. Other Public School Academies. The Academy acknowledges that NHA may enter into similar management agreements with other public school academies. NHA shall maintain separate accounts for expenses incurred by and behalf of the Academy and other public school academies, and shall only charge the Academy for expenses incurred by or on behalf of the Academy. If NHA incurs authorized reimbursable expenses on behalf of the Academy and other public school academies which are incapable of precise allocation, then NHA shall allocate

such expenses among all such academies, including the Academy, on a prorated basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

F. Financial Reporting. NHA shall provide the Board with:

- 1) The projected annual Budget as required by the terms of this Agreement.
- 2) Detailed statements of all Revenues received, and detailed statements of all direct expenditures for services and or expenses rendered or incurred to or on behalf of the Academy, whether incurred on-site or off-site, upon request.
- 3) Reports on Academy operations, finances, and student performance shall be provided upon request, but not less frequently than four (4) times per year.
- 4) Other information on a periodic basis to enable the Board to (i) monitor NHA's performance and the efficiency of its operation of the Academy, and (ii) furnish reports and information which the Academy is required to provide pursuant to its Contract and/or the Code.

G. Access to Records. NHA shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of NHA, and shall retain all of the said records for a period of five (5) years from the close of the fiscal year to which such books, accounts, and records relate. NHA and the Academy shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The Academy Board shall be responsible for reviewing and approving the annual Budget of the Academy.

I. Annual Audit. The Academy Board shall select and retain an independent auditor to conduct an annual audit of the Academy in accordance with the Academy's authorizing documents and the School Aid Act. Subject to applicable law, all finance and other records of NHA related to the Academy will be made available to the Academy's independent auditor.

J. Start-up Financing/Operating Losses. NHA will provide funds for start-up costs and/or operating losses for the Academy, including funds for the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; and cleaning, fixing and equipping of the Academy building as required by this Agreement. NHA advances shall be included in the Budget and shall be in amounts acceptable to NHA. NHA shall be reimbursed from the Revenues as and when funds are available and upon proper documentation.

K. Marketing. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include costs for the marketing and development of NHA.

L. **Other Financing.** The Board may apply to NHA for financing from time to time. The Academy shall reimburse NHA for any such financing from its Revenues. Documentation of financing must be contained in a separate agreement.

ARTICLE VI

PERSONNEL & TRAINING

A. **Personnel Responsibility.** NHA shall select and hire qualified personnel to perform services at the Academy. Personnel shall be employees of NHA, unless otherwise agreed by NHA and the Board. Each party shall be responsible for all compensation for their respective employees. The compensation of all employees will be paid in accordance with the Budget referenced in Article V. NHA shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law.

B. **School Administrator.** The accountability of NHA to the Academy is an essential foundation of this Agreement. Since the responsibility of the Academy school administrator is critical to the Academy's success, NHA shall have the authority, consistent with state law, to select and supervise each school administrator and to hold the school administrator accountable for the success of the Academy. NHA shall consult with the Board with respect to the hiring of the School Administrator, and NHA shall remove the School Administrator from the Academy if the Board is reasonably dissatisfied with his or her performance. The duties of the school administrator, and the terms of the school administrator's employment contract, shall be determined by NHA subject to approval by the Board. The school administrator shall be accountable for the performance of the Academy, and shall work with NHA in conjunction with the operation and management of the Academy. Since the selection and performance of the school administrator is essential to the success of the Academy, the Board's failure to adopt/ratify NHA's recommendations with respect to the school administrator shall, at NHA's option, constitute a material event which shall entitle NHA, at its option, to unilaterally terminate this Agreement.

C. **Teachers.** NHA shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. NHA shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The curriculum taught by such teachers shall be consistent with the Educational Program. Such teachers may, in the discretion of NHA, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by NHA. Each teacher assigned to the Academy shall hold a valid teaching certificate issued by the state board of education under the Code and undergo a criminal background check as if such teacher was employed by the Academy.

D. **Support Staff.** NHA shall determine the number and the functions of support staff required for the operation of the Academy. NHA shall provide the Academy with qualified staff to efficiently operate the Academy's school in accordance with the Contract. The support staff may, in the discretion of NHA, work at the Academy on a full or part time basis. If assigned

to the Academy on a part time basis, the support staff may also work at other schools managed or operated by NHA.

E. **Training.** NHA shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as NHA determines reasonable and necessary under the circumstances.

F. **Limitations on Discretion.** All decisions made by NHA, and any discretion exercised by NHA, in its determination of staffing levels and its selection, evaluation, assignment, discipline, and transfer of personnel, shall be consistent with the Budget, State and federal law, and consistent with the parameters adopted and included within the Educational Program.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination.

1. **By NHA.** NHA may, at its option, terminate this Agreement prior to the end of the terms specified in Article II in the event the Board fails to remedy a material event within 30 days after notice from NHA. A material event includes, but is not limited to, NHA's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement, or the Academy's loss or suspension of its Contract.

2. **By Academy.** The Academy may terminate this Agreement prior to the end of the terms specified in Article II in the event that NHA shall fail to remedy a material breach within 30 days after notice from the Board. Material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Academy operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (iii) receipt by the Board of unsatisfactory reports from NHA or from an educational consultant retained by the Board about matters concerning NHA's performance or the performance of the staff which are not adequately corrected or explained.

3. **By Either Party.** Either party may terminate this Agreement for any reason upon giving not less than 90 days notice to the other party.

B. Termination/Expiration.

1. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material event or unusual and compelling circumstances, the termination will not become effective until the end of the current academic year.

2. **Removal of personal property.** Upon termination or expiration of this Agreement, NHA shall have the right to remove equipment and other assets owned or leased by NHA. Equipment and other assets owned by the Academy or leased by the Academy from third parties shall remain the property of the Academy.

3. **Future Advances/Out-of-Pocket Expenses.** Upon termination or expiration of this Agreement, for any reason, all future advances or out-of-pocket expenses paid by NHA shall be immediately repaid by the Academy unless otherwise agreed in writing by NHA.

C. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, NHA may, for a fee reasonably acceptable to NHA, provide the Academy reasonable assistance for up to 90 days to assist in the transition to another administrative or structural arrangement (although NHA shall not be required to provide any assistance to another management company or service provider).

ARTICLE VIII

INDEMNIFICATION

A. **Indemnification.** Each party to this Agreement does hereby indemnify and hold harmless the other, and Authorizer, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the other party, (ii) any action taken or not taken by the other party, or (iii) any noncompliance or breach by the other party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree.

ARTICLE IX

INSURANCE

A. **Insurance Coverage.** Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Contract or applicable law), with the other party listed as an additional insured. In addition, the Academy shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Contract or applicable law), with NHA listed as an additional insured. The building and related capital facilities remain the responsibility of the Board and the Board shall cover its property with insurance. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. **Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

A. **Academy Warranties and Representations.** The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. **NHA Warranties and Representations.** NHA warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. NHA will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Academy agrees to assist NHA in applying for such licenses and permits and in obtaining such approvals and consents.

C. **Mutual Warranties.** The Academy and NHA mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XI

MISCELLANEOUS

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and NHA.

B. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

C. **State Governing Law/Waiver of Jury Trial.** The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan. NHA and the Academy hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NHA or the Academy against the other.

D. **Agreement in Entirety.** This Agreement (including attachments) constitutes the entire agreement of the parties.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the Academy shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board President and Board, are as follows:

| | |
|--------------|--|
| The Academy: | Metro Charter Academy Attn: _____ _____ _____ Telephone: () _____ Facsimile: () _____ |
| NHA: | National Heritage Academies, Inc. Attn: Peter R. Ruppert 989 Spaulding Avenue, S.E. Grand Rapids, Michigan 49546 Telephone: (616) 222-1700 Facsimile: (616) 222-1701. |

WITH A COPY TO:

McShane & Bowie
Attn: John R. Grant
1100 Campau Square Plaza
99 Monroe Ave., N.W.
Grand Rapids, Michigan 49501

F. Assignment. NHA may assign this Agreement with the consent of the Academy Board.

G. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the President of the Academy and authorized officer of NHA.

H. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

I. **Cost and Expenses.** If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to NHA powers or authority of the Board which are not subject to delegation by the Board under Michigan law.

K. **Compliance with Law.** The parties to this Agreement agree to comply with all applicable laws and regulations.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Date: June 9 2000

NATIONAL HERITAGE ACADEMIES,
INC., a Michigan corporation

By: [Signature]
Its: President

Date: June 8 2000

METRO CHARTER ACADEMY

By: [Signature]
Its: President

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MANAGEMENT AGREEMENT

This Management Agreement is made and entered into as of the 15th day of May, 2000, by and between **National Heritage Academies, Inc.** a Michigan corporation ("NHA"), and **Rochester Leadership Charter School**, a non-profit education corporation (the "Charter School").

RECITALS

The Charter School is organized as a charter school under Article 56 of the Education Law (the "Charter Schools Act"). The Charter School has been granted a charter (the "Charter") by the Board of Regents of New York to organize and operate a charter school, with the Board of Trustees of the State University of New York (the "SUNY") as the authorizing entity.

The Charter School and NHA desire to create an enduring educational partnership, whereby the Charter School and NHA will work together to bring educational excellence and innovation to the Rochester area, based on NHA's school design, comprehensive educational program and management principles.

In order to facilitate the commencement of school for the 2000-2001 school year and the continuation of the school indefinitely thereafter, and to implement an innovative educational program at the school, the parties desire to establish this arrangement for the management and operation of the Charter School.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Authority. The Charter School represents that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The Charter School further represents that it has been granted the Charter by the Board of Regents to organize and operate a charter school. The Charter School is therefore authorized by the Charter Schools Act and SUNY to supervise and control such charter school and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.

B. Charter. The Charter School hereby contracts with NHA, to the extent permitted by law, for the provision of all labor, materials, equipment, facilities and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the Charter School in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with

performance of targeted educational outcomes, all as adopted by the Board of the Charter School (the "Board") and included in the Charter between the Charter School and SUNY.

C. Designation of Agents. The Charter School designates the employees of NHA as agents of the Charter School having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Education Rights and Privacy Act ("FERPA").

D. Status of the Parties. NHA is a for-profit Michigan corporation, authorized to do business in New York, and is not a division or a part of the Charter School. The Charter School is a non-profit education corporation authorized by the Charter Schools Act, and is not a division or part of NHA. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer - employee. Except as expressly provided in this Agreement, no agent or employee of NHA shall be deemed to be the agent or employee of the Charter School. NHA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between NHA and the Charter School is based solely on the terms of this Agreement, and the terms of any other written agreements between NHA and the Charter School.

ARTICLE II

TERM

A. Term. This Agreement shall be effective as of _____ and unless otherwise renewed or terminated pursuant to this Agreement shall continue until termination or expiration of the Charter, inclusive of any Charter renewal periods. The first academic year of this Agreement shall be from _____ to June 30, _____, and each academic year thereafter shall commence on July 1 and end on June 30 of the following year.

ARTICLE III

FUNCTIONS OF NHA

A. Responsibility. NHA shall be responsible and accountable to the Board for the administration, operation and performance of the Charter School in accordance with the Charter. NHA's responsibility is expressly limited by: (i) the budget NHA and the Charter School agree upon pursuant to the terms of this Agreement, (ii) the availability of funding to pay for said services, and (iii) NHA's ability to timely obtain a facility for use by the Charter School which is acceptable to NHA and the Board. Neither NHA nor the Charter School shall be required to expend funds on services in excess of the amount set forth in the Charter School budget.

B. Educational Program. NHA agrees to implement the educational goals and programs (the "Educational Program") stated in the charter school application and related documents (the "Application") incorporated in the Charter. In the event NHA determines that it is necessary to modify the Educational Program, NHA shall inform the Board of the proposed changes and obtain Board approval. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Charter School and NHA are interested in results and not in inflexible prescriptions. NHA will provide the Board with updated reports on progress towards implementing each of the Charter School's educational goals in the Educational Program.

C. Specific Functions. NHA shall be responsible for the management, operation, administration, accounting and education at the Charter School. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs.
2. Management of all personnel functions, including professional development for the charter school administrator and all instructional personnel and the personnel functions outlined in Article VI.
3. Securing a facility to be leased or otherwise provided to the Board, and operation of the facility, and the installation of technology integral to the school design.
4. All aspects of the business administration of the Charter School.
5. All aspects of the accounting operation, including general ledger management and financial reporting.
6. Food service, if any, for the Charter School.
7. Any other function necessary or expedient for the administration of the Charter School.

D. Subcontracts. NHA, upon notification to the Board, reserves the right to subcontract any and all aspects of all services it agrees to provide to the Charter School, including, but not limited to transportation and/or food service. However, NHA shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board.

E. Place of Performance. NHA reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.

F. Student Recruitment. NHA and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with the Charter Schools Act and other applicable laws.

G. Due Process Hearings. NHA shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Charter School's own obligations. The Charter School shall retain the right to provide due process as required by law.

H. Legal Requirements. NHA shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Charter Schools Act and the Charter, unless such requirements are or have been waived.

I. Rules & Procedures. NHA shall recommend reasonable rules, regulations and procedures applicable to the Charter School and is authorized and directed to enforce such rules, regulations and procedures adopted by the Charter School Board.

J. School Year and School Day. The school year and the school day shall be as provided in the Charter submitted to and approved by SUNY.

K. Pupil Performance Standards and Evaluation. NHA shall implement pupil performance evaluations which permit evaluation of the education progress of each Charter School student. NHA shall be responsible and accountable to the Board for the performance of students who attend the Charter School. NHA will utilize assessment strategies required by the terms of the Charter. The Board and NHA will cooperate in good faith to identify measures of and goals for Charter School students and school performance, including but not limited to, parent satisfaction.

L. Services to Disabled Students and Special Education. NHA shall provide special education services to students who attend the Charter School in conformity with the requirements of state and federal law. NHA may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the Charter School's program, subject to approval of the Charter School Board. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies.

N. Charter between the Charter School and SUNY. NHA will not act in a manner which will cause the Charter School to be in breach of its Charter with the SUNY.

O. **Unusual Events.** NHA agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Charter School in complying with its responsibilities hereunder.

P. **Student and Financial Records.** All student and financial information related to the Charter School shall be available for inspection at the Charter School upon reasonable request consistent with the Charter and other applicable federal and state laws.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. **Good Faith Obligation.** The Board shall be responsible for the Charter School's fiscal and academic policy, and approval of the hiring and termination of teachers serving at the Charter School. The Board shall exercise good faith in considering the recommendations of NHA, including but not limited to, NHA's recommendations concerning policies, rules, regulations and budgets. The Board's failure to adopt NHA's reasonable recommendations with respect to the hiring and termination of teachers, policies, rules and regulations which would enable NHA to implement the school design as set forth in the Charter may, at NHA's option, be deemed a material breach of this Agreement by the Charter School. The Board may make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Charter School, including regulations relative to the conduct of pupils while in attendance at the Charter School or enroute to and from the Charter School.

B. **Assistance to NHA.** The Charter School shall cooperate with NHA in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The Charter School shall timely furnish NHA all documents and records necessary for NHA to properly perform its responsibilities under this Agreement.

C. **Unusual Events.** The Charter School agrees to timely notify NHA of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect NHA in complying with its responsibilities hereunder.

D. **NHA Office Space.** For the term of this Agreement, suitable office space shall be provided at the Charter School without cost for NHA personnel and subcontractors. The office space shall be used by NHA only for NHA activities related to the Charter School. The Charter School shall also provide NHA, upon NHA's request, with an additional room to be used for activities related to the Charter School.

E. Building Facility. NHA shall lease or otherwise cause a facility to be made available to the Board. The facility shall comply with all requirements of the Charter and with state and other laws that pertain to charter schools.

F. Educational Consultant. The Board may retain at its own expense an educational consultant to review the operations of the Charter School and the performance of NHA under this Agreement. NHA shall cooperate with such consultant in the performance of his or her responsibilities to the Board.

ARTICLE V FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all monies received by the Charter School Board shall be deposited within three (3) business days with a financial institution acceptable to the Board and NHA. The Charter School and NHA shall be named signatories on the account. NHA is authorized to disburse funds from the account for the purposes and uses authorized pursuant to the terms of this Agreement. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the Charter School, including but not limited to:

1. State aid for public school students.
2. Local funding.
3. Special education funding provided by Federal or State Governments to the Charter School that is directly allocable to special education students in the Charter School.
4. Gifted and Talented funding provided by Federal and State Governments that is directly allocable to Gifted and Talented students in the Charter School.
5. At-Risk Funding provided by Federal and State Governments to the Charter School that is directly allocable to At-Risk students in the Charter School.
6. Funding provided by Federal and State Governments to the Charter School that is directly allocable to students in the Charter School with limited English proficiency.
7. Federal and State grant sources, including Title I, which is directly allocable to the Charter School.
8. Grants and donations received by the Charter School (except to the extent National Heritage Academies is not required or involved in soliciting, administering, or managing such grants and/or donations).
9. Fees charged to students for extra services as and to the extent permitted by law.

(All of the above are hereinafter collectively referred to as the "Revenues").

The Revenues shall be expended by NHA in accordance with the approved Budget and as otherwise authorized by the Board. The expenditure of Revenues received from

governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

B. Budget

1. Projected Budget. NHA shall provide the Board with an annual projected Budget for Board approval (the "Budget"). For the Charter School's first academic year, the Budget shall be submitted prior to the beginning of the academic year. Thereafter, the Budget shall be submitted to the Board annually for approval. The Budget may be amended from time to time as deemed necessary by NHA and the Board.

2. Budget Detail. The Budget shall contain reasonable detail as requested by the Board. The Budget shall include all projected expenses and costs reasonably associated with operating the Charter School and the NHA school program including, but not limited to, the projected cost of: all services and education programs provided to the Charter School, leasehold and other lease or purchase expenses incurred for the facility, maintenance and repairs to Charter School facilities and capital improvements except as otherwise agreed upon, supplies and furnishings necessary to operate the Charter School, all taxes of any kind that are assessed or imposed, insurance premiums, utilities, professional fees, and other costs and expenses connected to operating the Charter School.

3. Expenditures. NHA shall not expend the Revenues in such a way as to deviate materially from the provisions of the Budget without Board approval (except where the deviation is less than the amount budgeted).

C. Fee. NHA shall be entitled to retain as compensation for its services rendered pursuant to this Agreement the difference, if any, between the amount of the Charter School's Revenues and the amount of Revenues actually expended by or on behalf of the Charter School during its fiscal year (the "Fee"). It is anticipated that NHA will be paid its Fee monthly on the same frequency that the Charter School receives its state and local funding. The exact date of each monthly payment and the amount of each monthly payment may vary depending on the timing and the amount of funds received each month by the Charter School.

D. Availability of Funds. NHA shall only be required to perform its responsibilities upon this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

E. Other Charter Schools. The Charter School acknowledges that NHA may enter into similar management agreements with other charter schools. NHA shall maintain separate accounts for expenses incurred by and behalf of the Charter School and other charter schools. If NHA incurs expenses on behalf of the Charter School and other charter schools which are incapable of precise allocation, then NHA shall allocate

such expenses among all such schools, including the Charter School, on a prorated basis based upon the number of students enrolled at such schools, or upon such other equitable basis as is acceptable to the parties.

F. Financial Reporting. NHA shall provide the Board with:

- 1) The projected annual Budget as required by the terms of this Agreement.
- 2) Detailed statements of all Revenues received, and detailed statements of all direct expenditures for services and or expenses rendered or incurred to or on behalf of the Charter School, whether incurred on-site or off-site, upon request.
- 3) Reports on Charter School operations, finances, and student performance shall be provided upon request, but not less frequently than four (4) times per year.
- 4) Other information on a periodic basis to enable the Board to monitor NHA's performance and the efficiency of it's operation of the Charter School, and to reconcile the Fee paid to NHA.

G. Access to Records. NHA shall keep accurate financial records pertaining to its operation of the Charter School, together with all Charter School financial records prepared by or in possession of NHA, and shall retain all of the said records for a period of five (5) years from the close of the fiscal year to which such books, accounts, and records relate. NHA and the Charter School shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The Charter School Board shall be responsible for reviewing and approving the annual budget of the Charter School as presented by NHA.

I. Annual Audit. The Charter School Board shall have an annual audit in accordance with the Charter and the Charter Schools Act.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. NHA, with Board approval, shall select and hire qualified personnel to perform services at the Charter School. Compensation of all employees will be paid in accordance with the Budget. NHA shall have the responsibility and authority to select, evaluate, assign, and determine staffing levels, and, with Board approval, to hire, discipline, transfer and terminate teaching personnel consistent with state and federal law.

B. School Administrator. The accountability of NHA to the Charter School is an essential foundation of this Agreement. Since the responsibility of the Charter School administrator is critical to the Charter School's success, NHA shall have the

authority, consistent with state law, to select and supervise each school administrator and to hold the school administrator accountable for the success of the Charter School. NHA, with Board approval, shall select and hire the School Administrator, and NHA, with Board approval, shall remove the School Administrator from the Charter School. The duties of the school administrator, and the terms of the school administrator's employment contract, shall be determined by NHA subject to approval by the Board. The school administrator shall be accountable for the performance of the Charter School, and shall work with NHA in conjunction with the operation and management of the Charter School. Since the selection and performance of the school administrator is essential to the success of the Charter School, the Board's failure to adopt/ratify NHA's recommendations with respect to the school administrator shall constitute, at NHA's option, a material breach of this Agreement.

C. **Teachers.** NHA, subject to Board approval, shall hire or cause to be hired teachers who are qualified in the grade levels and subjects required by the Charter School to operate in accordance with the terms of its Charter. The curriculum taught by such teachers shall be the curriculum prescribed by NHA and the Charter for the Charter School. Such teachers may, in the discretion of NHA, work at the Charter School on a full or part time basis. If assigned to the Charter School on a part time basis, such teachers may also work at other schools managed or operated by NHA. Each teacher assigned or retained to the Charter School shall hold a valid teaching certificate issued by the state board of education under the Law, to the extent required under the Law. Since the selection and performance of the teachers is essential to the success of the Charter School, the Board's failure to adopt/ratify NHA's recommendations with respect to the teachers shall constitute, at NHA's option, a material breach of this Agreement.

D. **Support Staff.** NHA shall determine the number and the functions of support staff required for the operation of the Charter School. NHA shall provide the Charter School with qualified staff to efficiently operate the Charter School in accordance with the Charter. The support staff may, in the discretion of NHA, work at the Charter School on a full or part time basis. If assigned to the Charter School on a part time basis, the support staff may also work at other schools managed or operated by NHA.

E. **Training.** NHA shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as NHA determines reasonable and necessary under the circumstances.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination.

1. **By NHA.** NHA may terminate this Agreement prior to the end of the terms specified in Article II in the event the Board fails to remedy a material breach within 30 days after notice from NHA. A material breach includes, but is not limited to, NHA's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement, or the Charter School's loss or suspension of its Charter.

2. **By Charter School.** The Charter School may terminate this Agreement prior to the end of the terms specified in Article II in the event that NHA shall fail to remedy a material breach within 30 days after notice from the Board. Material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Charter School operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Charter, this Agreement, or law, (iii) failure of NHA to secure a 501(c)(3) status per the Charter or (iv) receipt by the Board of unsatisfactory reports from NHA or from an educational consultant retained by the Board about matters concerning NHA's performance or the performance of the staff which are not adequately corrected or explained.

3. **By Either Party.** Either party may terminate this Agreement for any reason upon giving not less than 90 days notice to the other party.

4. **Mediation.** In the event the parties have a dispute regarding any terms herein or the compliance therewith, the parties agree that they will first submit to mediation before filing any action in court. The parties shall seek mediation from a mutually agreed upon licensed mediator, and shall equally divide the costs associated with that mediation. The parties agree to cooperate with such mediator, and attend all meetings scheduled by the mediator until the matter is resolved or such time as the mediator determines that the parties will not be able to reach resolution through mediation.

B. Termination/Expiration.

1. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the academic year following the notice of termination.

2. **Removal of personal property.** Upon termination or expiration of this Agreement, NHA shall have the right to remove equipment and other assets owned or leased by NHA. Assets owned or leased by the Charter School shall remain the property of the Charter School. Equipment leased by the Charter School shall remain subject to the interest of the Lessor/Owner.

3. **Future Advances/Out-of-Pocket Expenses.** Upon termination or expiration of this Agreement, for any reason, all future advances or out-of-pocket expenses paid by NHA shall be immediately repaid by the Charter School unless otherwise agreed in writing by NHA.

ARTICLE VIII

INDEMNIFICATION

A. **Indemnification.** Each party to this Agreement does hereby indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the other party, (ii) any action taken or not taken by the other party, or (iii) any noncompliance or breach by the other party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree.

ARTICLE IX

INSURANCE

A. **Insurance Coverage.** Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Charter or Charter Schools Act), with the other party listed as an additional insured. In addition, the Charter School shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Charter or Charter Schools Act), with NHA listed as an additional insured. The building and related capital facilities remain the responsibility of the Board and the Board shall cover its property with appropriate insurance. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. **Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

A. Charter School Warranties and Representations. The Charter School represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. NHA Warranties and Representations. NHA warrants and represents that it is a corporation in good standing and is authorized (or has applied) to conduct business in the State of New York. NHA will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Charter School agrees to assist NHA in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The Charter School and NHA mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XI

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Charter School and NHA.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article VII if sufficient grounds exist as required by said Article VII.

C. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of New York. NHA and the Charter School hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NHA or the Charter School against the other.

D. Agreement in Entirety. This Agreement (including Attachments) constitutes the entire agreement of the parties.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at their address set forth below or to their facsimile number. Notice may be given by (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. The address of the parties hereto for the purposes aforesaid shall THE CHARTER SCHOOL: Rochester Leadership Charter School

Attn:

Telephone: (____) _____

Facsimile: (____) _____

NHA:

National Heritage Academies, Inc.
 Attn: Peter G. Ruppert
 989 Spaulding Avenue, S.E.
 Grand Rapids, Michigan 49546
 Telephone: (616) 222-1700
 Facsimile: (616) 222-1701

with a copy to:

John R. Grant
 McShane & Bowie PLC
 99 Monroe Avenue NW
 Grand Rapids, MI 49503
 Telephone: (616) 732-5000
 Facsimile: (616) 732-5099

F. Assignment. NHA may assign this Agreement with the consent of the Charter School Board and approval of the authorizer, per the Charter.

G. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the President of the Charter School and an authorized officer of NHA.

H. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

I. Costs and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing

party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to NHA powers or authority of the Board which are not subject to delegation by the Board under New York law.

K. Compliance with Law. The parties to this Agreement agree to comply with all New York applicable laws and regulations.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Date: 5/15, 2000 NATIONAL HERITAGE ACADEMIES, INC.,
a Michigan corporation

By: John R. Walker
Its President

Date: 5/16, 2000 ROCHESTER LEADERSHIP CHARTER SCHOOL

By: [Signature]
Its: President

EXHIBIT B: MANAGEMENT PARTNER BACKGROUND

1. Evidence that National Heritage Academies is authorized to do business in New York State follows.
2. The number of schools National Heritage Academies manages and the location of each.

| <u>School</u> | <u>Address</u> | <u>City, State Zip</u> |
|----------------------|-----------------------------|-------------------------|
| Burton Glen | 4171 Atherton Road | Burton, MI 48519 |
| Canton | 49100 Ford Road | Canton, MI 48187 |
| Chandler Woods | 6900 Chandler Woods Private | Belmont, MI 49306 |
| Cross Creek | 7701 Kalamazoo Avenue, SE | Byron Center, MI 49315 |
| Eagle Crest | 11950 Riley Street | Holland, MI 49424 |
| Endeavor | 380 N. Helmer Road | Springfield, MI 49015 |
| Excel | 4201 Breton Avenue, SE | Grand Rapids, MI 49512 |
| Shattalon | 5426 Shattalon Drive | Winston-Salem, NC 27106 |
| Battleground | 4049 U.S. Highway 220 North | Greensboro, NC 27410 |
| Knapp | 1759 Leffingwell, NE | Grand Rapids, MI 49525 |
| Linden | 3244 Linden Road | Flint, MI 48504 |
| Metro | 34800 Ecorse Road | Romulus, MI 48174 |
| North Saginaw | 2332 Trautner Road | Saginaw, MI 48604 |
| Paragon | 3750 McCain Road | Jackson, MI 49201 |
| Paramount | 3624 S. Westnedge | Kalamazoo, MI 49008 |
| PreEminent | 1001-A Wade Avenue | Raleigh, NC 27605 |
| Research Triangle | 2013 Ellis Road | Durham, NC 27703 |
| Ridge Park | 2428 Burton Street, SE | Grand Rapids, MI 49546 |
| Rochester Leadership | 82 St. Paul Street | Rochester, NY 14604 |
| South Arbor | 8200 Carpenter Road | Ypsilanti, MI 48197 |
| Timberland | 2574 McLaughlin Road | Muskegon, MI 49442 |
| Vanderbilt | 301 West 16th Street | Holland, MI 49423 |
| Vanguard | 1620 - 52nd Street, SW | Wyoming, MI 49509 |
| Vista | 711 - 32nd Street, SE | Grand Rapids, MI 49548 |
| Walker | 1801 Three Mile Road, NW | Walker, MI 49544 |
| Walton | 744 East Walton Boulevard | Pontiac, MI 48340 |
| Warrendale | 3100 W. Saginaw Highway | Detroit, MI 48228 |
| Windemere Park | 3100 W. Saginaw Highway | Lansing, MI 48917 |

3. The length of time the entity has been in business: 7 years
4. National Heritage Academies most recent annual report follows.

5. A description or summary reports of student achievement results in schools managed by National Heritage Academies.

MAT7 Growth Trends

Currently, all NHA schools take the Metropolitan Achievement Test (MAT7) annually. The MAT7 is a nationally norm-referenced test that compares students to all students nation-wide.

The following chart shows the growth from year to year, beginning in the first year of operation of each school. During the first year of operation, a pre-test is given in the fall and a post-test is given in the spring. Each fall new students are given the pre-test while the post-test is given to all students in the spring.

MAT-7 Grade Equivalent Growth Trends

Basic Battery - (national avg growth = 1.0)

Corporate Wide

| | 95-96 | 96-97 | 97-98 | 98-99 | 99-00 | AVERAGE |
|----------------|-------|-------|-------|-------|-------|---------|
| Excel | 1.70 | 1.30 | 1.40 | 1.20 | 1.50 | 1.35 |
| Vista | | 0.70 | 1.30 | 1.20 | 1.20 | 1.10 |
| Vanderbilt | | 1.00 | 1.30 | 1.20 | 1.20 | 1.18 |
| Vanguard | | 1.30 | 1.40 | 1.30 | 1.30 | 1.33 |
| Cross Creek | | | 1.60 | 1.60 | 1.40 | 1.53 |
| Eagle Crest | | | 1.20 | 1.40 | 1.30 | 1.30 |
| Knapp | | | 1.20 | 1.30 | 1.60 | 1.37 |
| Walker | | | 1.70 | 1.30 | 1.20 | 1.40 |
| Timberland | | | | 0.80 | 1.00 | 1.32 |
| Endeavor | | | | 1.40 | 1.40 | 1.40 |
| Paragon | | | | 1.40 | 1.00 | 1.20 |
| Paramount | | | | 0.90 | 1.20 | 1.05 |
| Ridge Park | | | | 1.90 | 1.00 | 1.45 |
| Burton Glen | | | | | 0.70 | 0.70 |
| Chandler Woods | | | | | 1.40 | 1.40 |
| Forsyth | | | | | 0.80 | 0.80 |
| Greensboro | | | | | 1.10 | 1.10 |
| North Saginaw | | | | | 0.90 | 0.90 |
| Walton | | | | | 1.10 | 1.10 |
| Walker | | | | | 1.20 | 1.20 |
| Windemere Park | | | | | 0.90 | 0.90 |

MAT8 Test Scores (Mean National NCE)

Disaggregated by Free or Reduced Lunch Students

BURTON GLEN

F/R= Free or Reduced Lunch Students

TSP=Total School Population

| | First Grade | | Second Grade | | Third Grade | | Fourth Grade | | Fifth Grade | | Sixth Grade | | Seventh Grade | |
|-----------------|-------------|------|--------------|------|-------------|------|--------------|------|-------------|------|-------------|------|---------------|------|
| | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP |
| No. of Students | 20 | 73 | 20 | 74 | 21 | 73 | 33 | 70 | 19 | 78 | 16 | 44 | 13 | 47 |
| Reading | 36.8 | 44.8 | 36.2 | 45.9 | 42.4 | 45.8 | 42.1 | 42.9 | 44.7 | 45.7 | 45.4 | 46.8 | 45.1 | 50.0 |
| Math | 35.4 | 41.3 | 38.0 | 42.7 | 40.6 | 41.3 | 44.0 | 45.5 | 44.5 | 45.5 | 43.4 | 47.2 | 47.3 | 48.2 |
| Language | 41.4 | 46.7 | 41.7 | 46.5 | 40.3 | 44.6 | 41.2 | 41.2 | 48.6 | 48.1 | 46.7 | 50.2 | 45.2 | 48.3 |
| Spelling | | | 42.9 | 49.2 | 39.4 | 40.7 | 41.4 | 40.4 | 45.3 | 43.3 | 44.0 | 45.7 | 46.9 | 47.7 |
| Science | | | | | 53.4 | 52.2 | | | 44.6 | 45.3 | 49.1 | 48.2 | 42.6 | 48.3 |
| Social Studies | | | | | 53.5 | 54.9 | | | 47.1 | 46.8 | 46.2 | 45.4 | 41.4 | 46.7 |
| Research Skills | | | | | | | | | 48.7 | 46.8 | 44.3 | 46.5 | 45.9 | 49.0 |
| Thinking Skills | | | | | | | | | 46.5 | 46.5 | 45.7 | 47.5 | 46.7 | 50.0 |

LINDEN

F/R= Free or Reduced Lunch Students

TSP=Total School Population

| | First Grade | | Second Grade | | Third Grade | | Fourth Grade | | Fifth Grade | | Sixth Grade | | Seventh Grade | | Eighth Grade | |
|-----------------|-------------|------|--------------|------|-------------|------|--------------|------|-------------|------|-------------|------|---------------|------|--------------|------|
| | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP |
| No. of Students | 14 | 72 | 41 | 70 | 28 | 68 | 29 | 76 | 39 | 74 | 31 | 76 | 39 | 67 | 23 | 46 |
| Reading | 31.6 | 34.6 | 28.9 | 31.7 | 33.8 | 32.8 | 33.8 | 37.7 | 40.7 | 36.8 | 36.4 | 38.0 | 32.0 | 36.5 | 35.8 | 32.4 |
| Math | 26.8 | 33.4 | 27.7 | 32.1 | 38.0 | 33.7 | 41.1 | 43.5 | 33.9 | 32.3 | 29.6 | 30.6 | 29.2 | 31.9 | 27.7 | 28.0 |
| Language | 35.2 | 38.6 | 29.5 | 32.2 | 31.6 | 30.7 | 34.6 | 38.3 | 39.2 | 33.9 | 39.4 | 38.8 | 34.5 | 38.9 | 32.3 | 30.2 |
| Spelling | | | 34.5 | 36.8 | 38.3 | 41.0 | 37.0 | 41.8 | 39.1 | 38.9 | 39.5 | 41.5 | 35.6 | 38.8 | 40.1 | 35.1 |
| Science | | | 25.8 | 28.6 | 34.0 | 33.8 | 37.1 | 40.1 | 34.3 | 33.3 | 39.8 | 35.3 | 29.2 | 31.1 | 34.1 | 31.1 |
| Social Studies | | | 32.6 | 35.0 | 34.0 | 34.4 | 36.2 | 40.8 | 40.4 | 36.4 | 33.8 | 33.5 | 31.5 | 33.8 | 31.0 | 29.3 |
| Research Skills | | | | | | | 37.4 | 41.7 | 38.0 | 34.6 | 35.3 | 34.0 | 31.9 | 35.1 | 34.4 | 32.5 |
| Thinking Skills | | | | | | | 39.4 | 41.8 | 38.4 | 35.3 | 36.1 | 35.1 | 32.9 | 36.1 | 32.5 | 30.5 |

TIMBERLAND

MAT8 Test Scores (Mean National NCE)

Disaggregated by Free or Reduced Lunch Students

F/R= Free or Reduced Lunch Students

TSP=Total School Population

| | First Grade | | Second Grade | | Third Grade | | Fourth Grade | | Fifth Grade | | Sixth Grade | |
|-----------------|-------------|------|--------------|------|-------------|------|--------------|------|-------------|------|-------------|------|
| | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP | F/R | TSP |
| No. of Students | 27 | 52 | 35 | 65 | 48 | 61 | 33 | 71 | 33 | 47 | 36 | 50 |
| Reading | 40.9 | 37.6 | 40.9 | 43.6 | 36.1 | 39.4 | 33.4 | 37.4 | 33.7 | 35.4 | 40.1 | 38.9 |
| Math | 38.2 | 35.8 | 38.0 | 40.0 | 32.6 | 35.0 | 37.4 | 39.0 | 36.1 | 37.4 | 38.7 | 39.8 |
| Language | 40.2 | 34.8 | 34.0 | 37.2 | 36.2 | 40.1 | 35.5 | 39.2 | 35.4 | 36.2 | 39.9 | 40.0 |
| Spelling | | | 40.5 | 42.7 | 35.5 | 38.7 | 35.5 | 37.8 | 39.8 | 39.3 | 44.3 | 43.7 |
| Science | | | | | 40.0 | 42.3 | 39.1 | 42.9 | 33.9 | 35.3 | 38.1 | 38.1 |
| Social Studies | | | | | 39.8 | 42.5 | 41.5 | 43.2 | 35.7 | 37.7 | 39.8 | 40.1 |
| Research Skills | | | | | | | 37.9 | 39.9 | 35.3 | 37.1 | 37.5 | 38.5 |
| Thinking Skills | | | | | | | 37.8 | 40.2 | 36.0 | 37.5 | 38.6 | 39.1 |

Unfortunately, National Heritage Academies does not disaggregate test data by students who receive free or reduced lunches. Below is enrollment information disaggregated by gender and ethnicity.

| School | Indian/Alaskan | | Asian | | Black | | Hispanic | | White | | Total | | TOTAL STUDENTS | % Male | % Female | % Minority |
|--------------|----------------|-----------|-----------|-----------|-------------|-------------|------------|------------|-------------|-------------|-------------|-------------|----------------|------------|------------|------------|
| | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | | | | |
| Burton Glen | 2 | 5 | 1 | 1 | 17 | 16 | 7 | 8 | 156 | 181 | 183 | 211 | 394 | 46% | 54% | 14% |
| Canton | 0 | 0 | 8 | 10 | 5 | 9 | 1 | 3 | 85 | 91 | 99 | 113 | 294 | 37% | 41% | 17% |
| Chandler | 0 | 1 | 0 | 0 | 2 | 1 | 4 | 3 | 182 | 171 | 188 | 176 | 364 | 52% | 48% | 3% |
| Cross Creek | 0 | 0 | 4 | 0 | 6 | 4 | 6 | 7 | 215 | 215 | 231 | 226 | 457 | 51% | 49% | 6% |
| Eagle Crest | 2 | 0 | 10 | 13 | 7 | 11 | 22 | 37 | 180 | 194 | 221 | 255 | 500 | 45% | 51% | 21% |
| Endeavor | 1 | 3 | 3 | 1 | 32 | 41 | 7 | 5 | 222 | 222 | 265 | 272 | 537 | 49% | 51% | 17% |
| Excel | 3 | 4 | 6 | 15 | 62 | 68 | 19 | 15 | 223 | 225 | 313 | 327 | 649 | 48% | 50% | 30% |
| Forsyth | 4 | 0 | 1 | 2 | 136 | 135 | 8 | 4 | 97 | 95 | 246 | 236 | 506 | 49% | 47% | 60% |
| Greensboro | 0 | 3 | 5 | 2 | 24 | 23 | 3 | 2 | 239 | 253 | 271 | 283 | 560 | 48% | 51% | 11% |
| Knapp | 1 | 1 | 5 | 9 | 11 | 14 | 2 | 9 | 285 | 308 | 304 | 341 | 646 | 47% | 53% | 8% |
| Linden | 0 | 0 | 2 | 0 | 171 | 161 | 2 | 3 | 69 | 69 | 244 | 233 | 522 | 48% | 44% | 71% |
| Metro | 0 | 0 | 0 | 0 | 66 | 65 | 3 | 4 | 114 | 112 | 183 | 181 | 372 | 49% | 49% | 38% |
| N. Saginaw | 2 | 1 | 1 | 1 | 49 | 39 | 26 | 19 | 136 | 136 | 214 | 196 | 411 | 52% | 48% | 34% |
| Paragon | 2 | 5 | 1 | 6 | 52 | 45 | 4 | 10 | 161 | 167 | 220 | 233 | 490 | 46% | 47% | 28% |
| Paramount | 4 | 4 | 1 | 4 | 59 | 59 | 9 | 5 | 188 | 177 | 261 | 249 | 516 | 50% | 48% | 28% |
| PreEminent | 0 | 0 | 0 | 0 | 17 | 12 | 0 | 0 | 3 | 2 | 20 | 14 | 37 | 53% | 40% | 85% |
| Research | 0 | 0 | 1 | 0 | 8 | 8 | 1 | 1 | 3 | 2 | 13 | 11 | 32 | 50% | 30% | 79% |
| Ridge Park | 0 | 1 | 2 | 4 | 34 | 57 | 6 | 16 | 65 | 66 | 107 | 144 | 258 | 42% | 56% | 48% |
| Rochester | 0 | 1 | 0 | 0 | 104 | 87 | 15 | 7 | 19 | 21 | 138 | 116 | 316 | 45% | 38% | 84% |
| South Arbor | 0 | 4 | 10 | 5 | 33 | 42 | 14 | 9 | 129 | 129 | 186 | 189 | 375 | 50% | 50% | 31% |
| Timberland | 6 | 2 | 0 | 0 | 81 | 88 | 6 | 7 | 71 | 49 | 164 | 146 | 310 | 53% | 47% | 61% |
| Vanderbilt | 2 | 0 | 4 | 6 | 7 | 8 | 58 | 32 | 121 | 117 | 192 | 163 | 359 | 53% | 46% | 33% |
| Vanguard | 2 | 2 | 10 | 5 | 11 | 17 | 10 | 13 | 264 | 256 | 297 | 293 | 590 | 50% | 50% | 12% |
| Vista | 1 | 0 | 0 | 0 | 114 | 126 | 47 | 44 | 66 | 56 | 228 | 226 | 454 | 50% | 50% | 73% |
| Walker | 0 | 2 | 3 | 1 | 15 | 5 | 8 | 10 | 278 | 258 | 304 | 276 | 586 | 52% | 47% | 8% |
| Walton | 1 | 1 | 3 | 3 | 110 | 122 | 21 | 34 | 133 | 98 | 268 | 258 | 527 | 51% | 49% | 56% |
| Windemere | 0 | 1 | 1 | 3 | 44 | 30 | 14 | 11 | 102 | 106 | 161 | 151 | 315 | 51% | 48% | 33% |
| TOTAL | 33 | 41 | 82 | 91 | 1277 | 1293 | 323 | 318 | 3806 | 3776 | 5521 | 5519 | 11377 | 49% | 48% | 31% |

EXHIBIT B

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME: NATIONAL HERITAGE ACADEMIES, INC.

DOCUMENT TYPE: APPLICATION AUTHORITY (FOR: BUSINESS)

COUNTY: SARA

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

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FILED: 02/24/2000 DURATION: PERPETUAL CASH#: 000224000667 FILM #: 000224000619

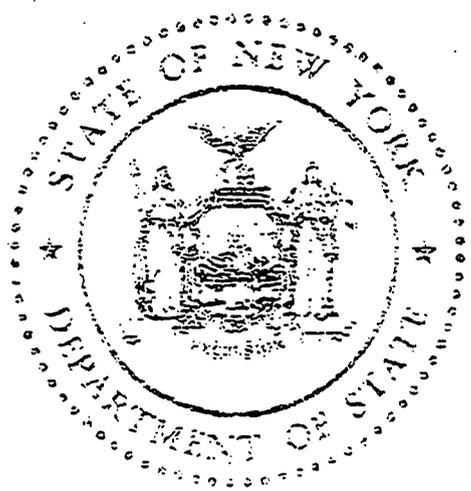
ADDRESS FOR PROCESS

EXIST DATE

THE CORPORATION
989 SPAULDING AVENUE, S.E.
GRAND RAPIDS, MI 49546

02/24/2000

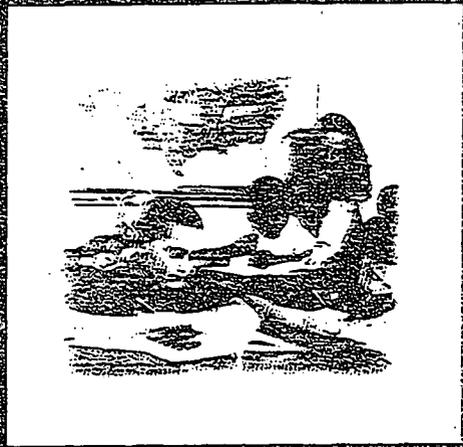
REGISTERED AGENT



| ===== | | ===== | |
|--|--------|----------|--------|
| FILED | FEE | PAYMENTS | |
| ----- | ----- | ----- | ----- |
| KEVIN P. QUINN | 225.00 | CASH | 0.00 |
| HINKEN, STRAUB, FIGORS & MANNING, P.C. | 0.00 | CHECK | 260.00 |
| 181 STATE STREET | 0.00 | CHARGE | 0.00 |
| ALBANY, NY 12207 | 10.00 | DRAWDOWN | 0.00 |
| | 25.00 | BILLED | 0.00 |
| | | REFUND | 0.00 |
| | | ----- | |

National
Heritage
Academies

PROGRESS REPORT 2000



Challenging children to achieve
their greatest potential

A letter from our Founder and President.

The NHA Vision.

Our shared vision is to build a national organization of over 200 charter schools that become the finest K-8 schools in the country. Using a partnership with parents as our foundation, we will achieve this by combining rigorous, "back-to-basics" academics, strong moral development and a universal commitment to all children.

Throughout this effort, we will continuously strive to increase the economic well-being and quality of life of all employees and stakeholders.



Dear friends of National Heritage Academies:

The year 2000 proved to be another very successful year for National Heritage Academies. As the demand for education reform escalates, NHA continues to solidify its role as a national leader in the charter school movement. From our first school of 174 students five years ago to 27 schools and 11,400 students today, we are proud of our many accomplishments over our brief history.

We partnered with dedicated community leaders in various areas to open five new schools in the fall of 2000. While some of these schools were started under less than optimal circumstances, all five are off to successful first years and are poised for even greater success in the future. Also, our existing schools have shown substantial growth from last school year. For the current school year, our enrollment at our existing schools grew by 31%, an increase of 2,423 students.

Our enrollment success is driven by the continued success of our educational model. Our focus on rigorous, "back to basics" academics, our moral focus program, and our commitment to parental involvement have attracted and impressed our parents. This educational model includes a core belief in quantitative results and accountability for teachers and students. Thus, our results on standardized test scores and parent satisfaction surveys have been very strong. In fact, over 93% of our parents are willing to recommend our schools to other parents with school-age children.

The key to our success remains the teachers and staff at our schools who make an amazing commitment to each and every child that enrolls. These teachers have joined National Heritage Academies to make a difference and

to set a new standard for education in this country.

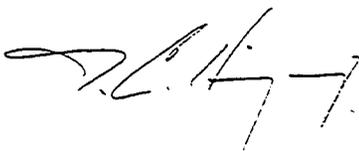
They understand the problems with American education and have embraced our new model of education, including high standards and accountability. We are grateful for their outstanding contribution to our success. They are the true pioneers in this education reform movement!

As we look to the future, we plan to open new schools in our current states of Michigan, North Carolina, and New York as well as select new states like Ohio, Delaware and Florida. Our major obstacle to growth remains the industry-wide difficulty in raising capital to build high quality educational facilities. This capital challenge has focused our efforts on developing creative new ways to finance our growth. While we are seeing promising indications that this challenge is a temporary one, we will likely reduce our hectic pace of new school development for the 2001-2002 academic year.

All in all, it is an exciting, optimistic time at National Heritage Academies. Our vision to create the finest K-8 schools in the country is powerful, our educational and operating models are strong, and, most importantly, we have a tremendous group of committed, dedicated employees who are accomplishing amazing things. We are proud of our results and are confident in our ability to continue to achieve our educational and growth goals while delivering long-term value for our stakeholders.

With much appreciation for our employees, board members, authorizers, parents, and supporters, we look forward to a bright future for National Heritage Academies.

With warmest regards,



J.C. Huizenga
Founder and Chairman




Peter G. Ruppert
President



The National Heritage Academies model.



National Heritage Academies' vision is to build a national organization of over 200 charter schools that become the finest K-8 schools in the country. The educational model developed to achieve this vision is based on a combination of several key components that differentiate National Heritage Academies:

I. Provide a Rigorous, "Back to Basics" Academic Program.

National Heritage Academies focuses on a liberal arts education that provides the academic foundation necessary for students to succeed in an increasingly competitive global society. The NHA instructional program is characterized by a challenging, balanced, core curriculum with an emphasis on the mastery of content and skills in reading, English, math, history, geography, government, and science. In elementary grades, at least twice as much time is spent on language arts and mathematics as compared with the other subjects. We are closely aligned with the Core Knowledge Foundation and believe that all students need to learn a core content of knowledge in order to understand our national culture and to effectively function in American society.

II. Develop Good Citizens Through Strong Moral Guidance.

Part of National Heritage Academies' mission is to develop students of strong character and upstanding morals who will become positive and contributing members of society. We believe that a school must go beyond the academic education of a child and reinforce the universal virtues and morals taught at home by parents. NHA schools work closely with teachers and parents to create an

atmosphere of civility and respect. Our Moral Focus program is not a separate subject, but an encompassing curriculum that is integrated throughout the day and in all subject areas. Students are evaluated on their display of these moral virtues and are recognized and rewarded for their positive behavior.

III. Actively Solicit Parental Involvement.

Research indicates that the leading predictor of student success is parental involvement. As such, NHA includes parents in many aspects of the education program. Our school governance structure relies on numerous parent committees and perpetuates the close working partnership between staff and parents. In addition, parents are asked to volunteer time in various ways, including classroom, library, office and playground activities. To encourage involvement, parents sign an annual "parent contract" that commits them to active involvement in their child's education, both at school and at home.

NHA also provides a "parent room" for each school to welcome parents and to create an inviting atmosphere for their involvement.

Twice a year, parents complete a Parent Satisfaction Survey in which they evaluate the school's progress and make recommendations for improvement. NHA's commitment to treating parents as customers and our ongoing efforts to involve them in their child's education have resulted in participation rates at parent-teacher conferences that typically exceed 95%.

IV. Provide an Environment of "Emotional Safety" for Each Child.

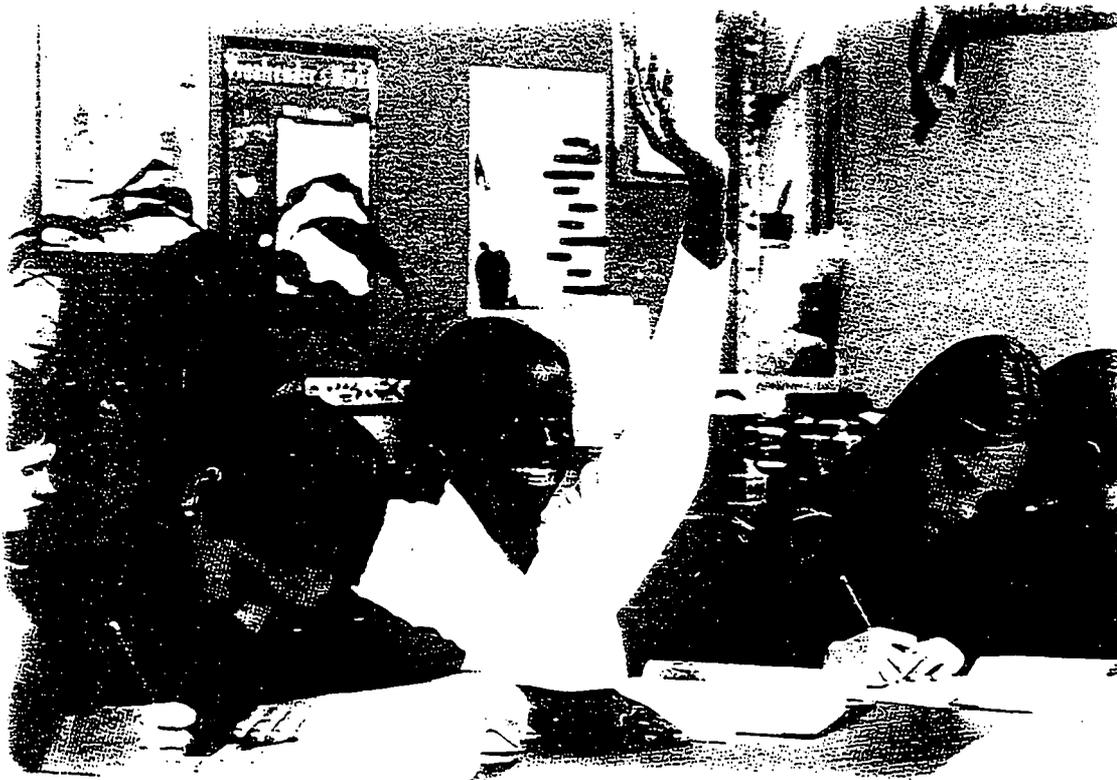
National Heritage Academies fosters a school environment that is conducive to both teaching and learning. An orderly, structured atmosphere is created, free from the threat of physical and verbal harm. Teachers greet their students every morning at drop-off and personally escort them to their parents' cars at dismissal. Principals are highly visible and active throughout the school. All students are expected to follow a clearly defined, structured discipline program. This program requires personal responsibility and respect for others.

Create an Atmosphere of High Expectations and Accountability.

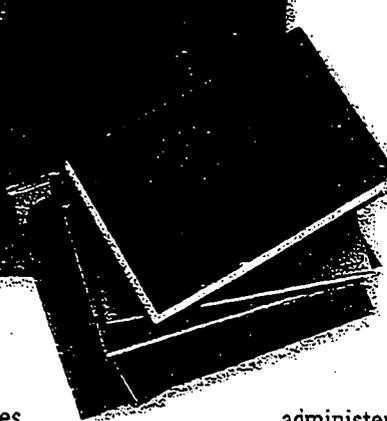
In a nation where many parents and community leaders are dissatisfied because of declining standards and lowered expectations for students and schools, National Heritage Academies stands firm in its desire to challenge students to achieve their full potential. We believe that accountability promotes excellence. Everyone is held accountable in the educational process – students, parents, teachers and school and corporate staff. NHA's education program provides specific learning objectives for students and defines clear performance expectations for staff. Results are measured in a variety of areas including student mastery of curricula, test score improvement, parental satisfaction and re-enrollment. Because accountability is critical to our success, every National Heritage Academies employee is compensated based on performance.

VI. Foster a Unified Commitment to Strategic Planning.

In order to achieve our vision, continuous improvement of everything that we do is vital to our success. Thus, strategic planning has become a hallmark of National Heritage Academies. Corporate planning at the senior management level has crafted the overall design and direction of the company. Each corporate department, in turn, follows with a plan that is specific to their operation. In addition, each NHA academy works with staff and parents to assemble its own strategic plan which becomes the basis for school improvement and ties directly to the corporate plan. In this way, all facets of the company are involved in careful analysis and maintain a consistent process of goal setting and quality improvement necessary to become the best.



Parent satisfaction & academic achievement.

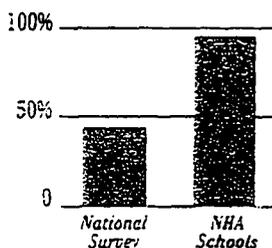


Twice a year, National Heritage Academies surveys our parents to get direct customer feedback. Parents grade our performance against their expectations in numerous areas. The results from our Spring, 2000 Survey continue an outstanding record of parent satisfaction results. Some of the highlights include:

- 96%** Overall, I am satisfied with the education that my child is currently receiving
- 95%** My child's teacher is enthusiastic about teaching
- 94%** My child enjoys attending this school
- 94%** I am confident that this school is providing a safe environment for my child
- 93%** I would recommend my child's school to friends with children in any other school

In a recent national survey, the Phi Delta Kappa/ Gallup Poll found only 47% of Americans gave the local public schools in their community a satisfactory grade of A or B. The 96% equivalent parent satisfaction results at National Heritage Academies compare very favorably against these national figures.

Parent Satisfaction - Fall 2000



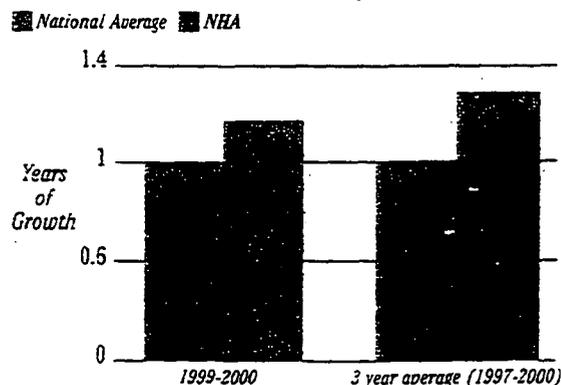
Spring 2000 NHA Parent Satisfaction Results versus 2000 Phi Delta Kappa/ Gallup Poll of the Public's Attitudes Toward the Public Schools.

Through the hard work and dedication of the teachers and staff at all of our academies, NHA students continue to demonstrate significant academic growth as measured by the Metropolitan Achievement Test-7 (MAT-7).

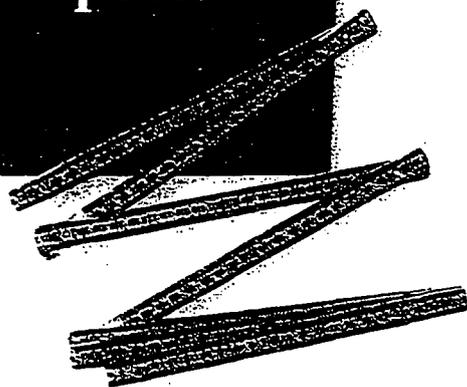
The MAT-7 is a standardized assessment administered to a substantial percentage of K-12 students in the United States each year. To serve as a benchmark, NHA tests all new students upon fall enrollment. Thereafter, every student is tested in the spring of every year. A nationally normed test, the MAT-7 allows NHA to assess the annual academic improvement results of its students versus students across the country.

NHA students have shown significant academic improvement over the past three years. During this time, our students have averaged 1.3 years of academic growth on the basic battery summary. This is 30% above the national average. Additionally, the percentage of students scoring above the national 50th percentile increased from 52.5% (pre-test) to 58.8% (post-test) in 1998-1999 and from 56% (pre-test) to 61% (post-test) in 1999-2000. Both trends reflect the strong educational program within NHA schools.

Metropolitan Achievement Test - MAT-7 Grade Level Growth: Basic Battery Results



Growth history & growth prospects.



Penny Diephouse with sons, Blake and Nicholas

"We wanted a school that stressed high academic standards and would be challenging—a school that taught the basics. When I describe National Heritage Academies to friends and relatives, I tell them it's awesome! And that's just for starters!"

Fueled by enthusiastic community support, National Heritage Academies demonstrated another year of substantial growth in the '00-'01 school year. The company has shown significant enrollment gains every year since its inception, growing from 1 school and 174 students in 1995, to 27 schools and 11,400 students presently. Today, the company operates schools in Michigan, North Carolina, and New York.

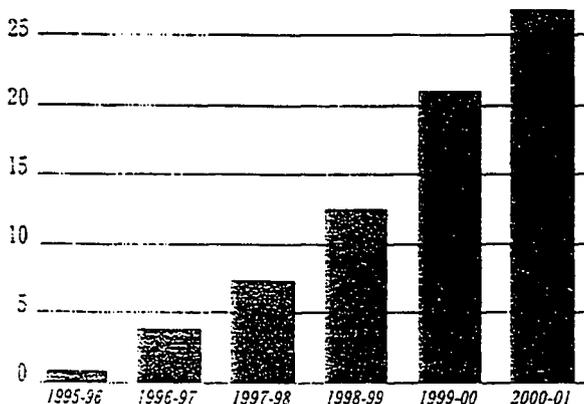
Growth Strategy for the Future.

National Heritage Academies' growth strategy focuses on pursuing market-by-market expansion, establishing a leadership position within each of its markets, and increasingly leveraging economies of scale.

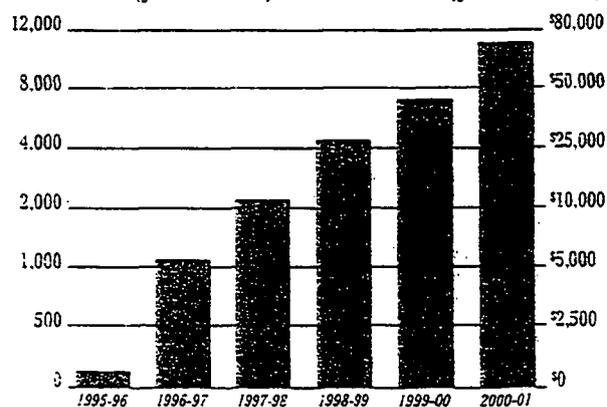
Selection of appropriate new markets is critical. Potential states are evaluated based on the company's ability to:

- Open and manage multiple schools.
- Manage the entire educational program, including the hiring and management of employees.
- Obtain sufficient revenue per student to fully meet the educational needs of children.

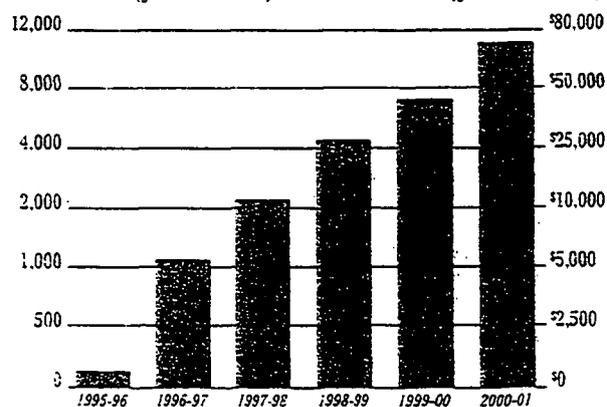
Total Schools



Enrollment (growth in students)



Revenue (growth in thousands)



National Heritage Academies.



Now managing 27 schools in three states. National Heritage Academies is helping families throughout America realize the promise of a high quality education.

Each school managed by NHA is governed by a charter school board. These individuals are responsible for the charter school's performance and have placed their trust in National Heritage Academies to implement our educational model and to develop outstanding schools.

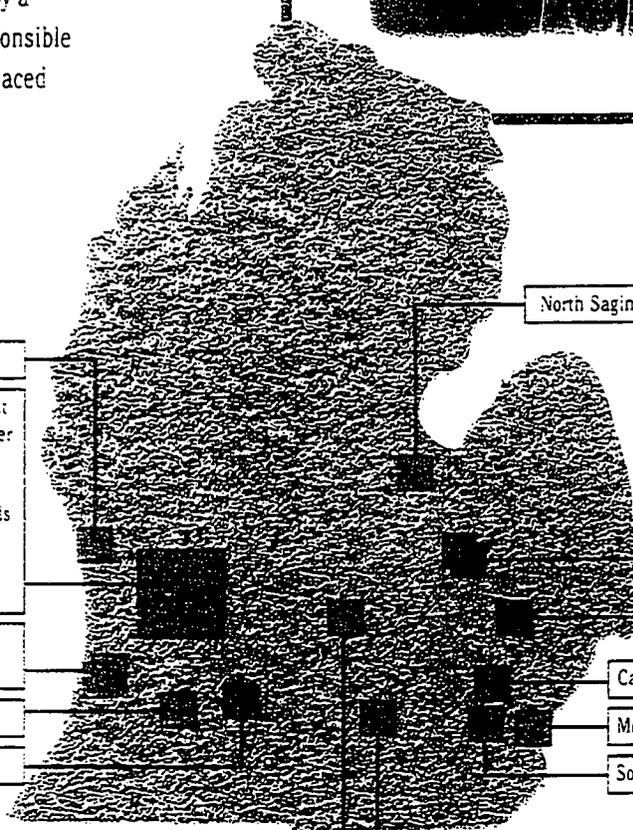
Charter School Authorizers

- Central Michigan University (MI)
- Grand Valley State University (MI)
- Lake Superior State University (MI)
- Northern Michigan University (MI)
- North Carolina Department of Instruction (NC)
- State University of New York (NY)



Michigan

- Timberland Academy - Muskegon
- Chandler Woods Academy - Belmont
- Cross Creek Academy - Byron Center
- Excel Academy - Grand Rapids
- Knapp Academy - Grand Rapids
- Ridge Park Academy - Grand Rapids
- Vanguard Academy - Wyoming
- Vista Academy - Grand Rapids
- Walker Academy - Grand Rapids
- Eagle Crest Academy - Holland
- Vanderbilt Academy - Holland
- Paramount Academy - Kalamazoo
- Endeavor Academy - Springfield



North Saginaw Academy - Saginaw

Linden Academy - Flint
Burton Glen Academy - Burton

Waiton Academy - Pontiac

Canton Academy - Canton

Metro Academy - Romulus

South Arbor Academy - Ypsilanti

Windemere Park Academy - Lansing

Paragon Academy - Jackson

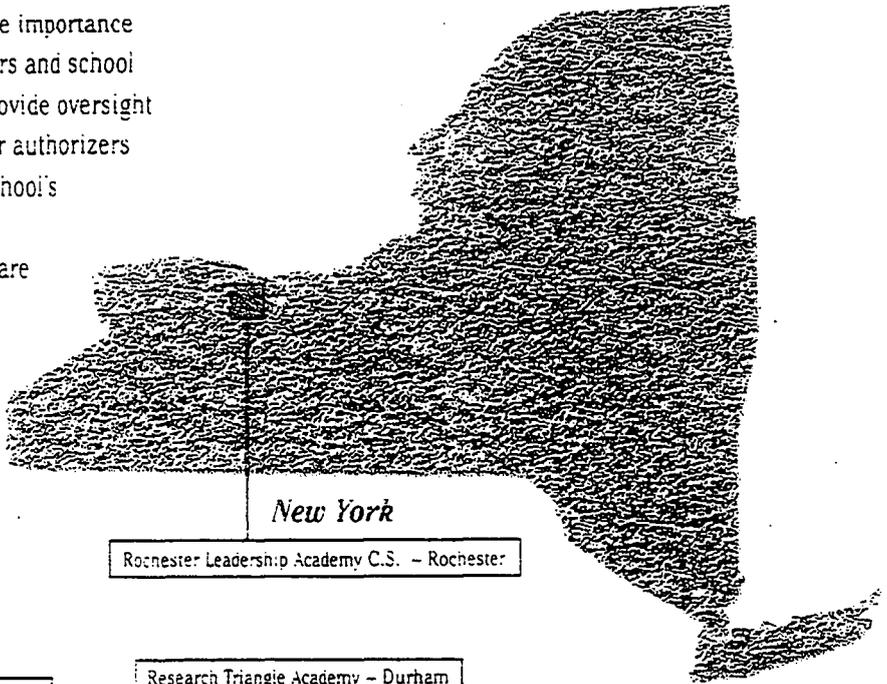


Michael White with sons, Cameron and Cole

"I am especially excited about the moral emphasis that goes far beyond school hours and is something I have seen my children bring home and incorporate into everyday life. This is something they'll have for their entire lives."

National Heritage Academies understands the importance of working in close partnership with our authorizers and school boards. Today, seven state-approved authorizers provide oversight for the twenty-seven schools managed by NHA. Our authorizers provide oversight and guidance for each charter school's administration and governance.

The 135 board members that we work with share a common characteristic: they are supporters of public education, recognizing that charter schools are playing a key role in offering educational choice to students and parents.



New York

Rochester Leadership Academy C.S. - Rochester

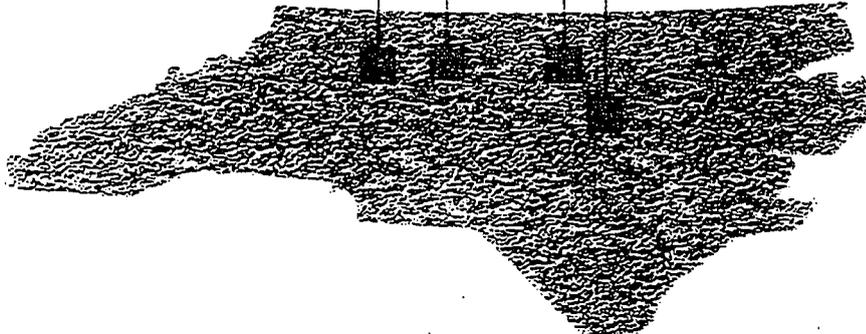
North Carolina

Greensboro Academy, Battleground Campus - Greensboro

Forsyth Academy, Shattalon Campus - Winston-Salem

Research Triangle Academy - Durham

PreEminent Charter School - Raleigh



Awards & Recognition.



National Heritage Academies' commitment to developing the finest schools in the country has been rewarded with several prestigious awards:

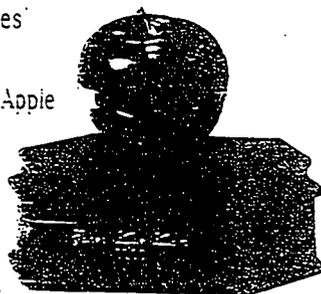
Ernst & Young's Michigan "Entrepreneur of the Year".

J.C. Huizenga, National Heritage Academies' founder and chairman, was named the 2000 Ernst & Young Michigan "Entrepreneur of the Year". This award recognizes companies for their outstanding success, rapid growth and new innovations in their industry.

Michigan "Golden Apple" Awards.

National Heritage Academies' Cross Creek and Eagle Crest Academies were named Golden Apple Award winners by Michigan Governor John Engler for the 1999-2000 school year.

They were two of just 19 West Michigan Schools to be honored for their improved MEAP state test scores and were awarded \$50,000 for school improvements.



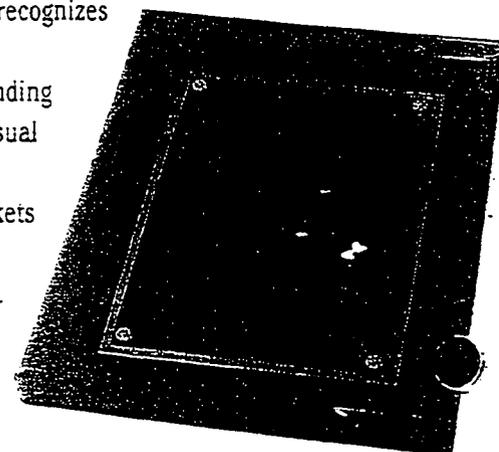
MAPSA Summit Awards.

Both Excel Academy and Knapp Academy have earned Summit Awards from the Michigan Association of Public School Academies. This award recognizes only three schools per year that implement innovative programs to help all students make significant academic or personal progress.



AMA Marketing Trailblazer Award Finalist.

NHA was also honored as a finalist for the American Marketing Association's 2000 Marketing Trailblazer Award. This award recognizes organizations that demonstrate outstanding results, display unusual creativity, and have pioneered new markets or developed new products or services.



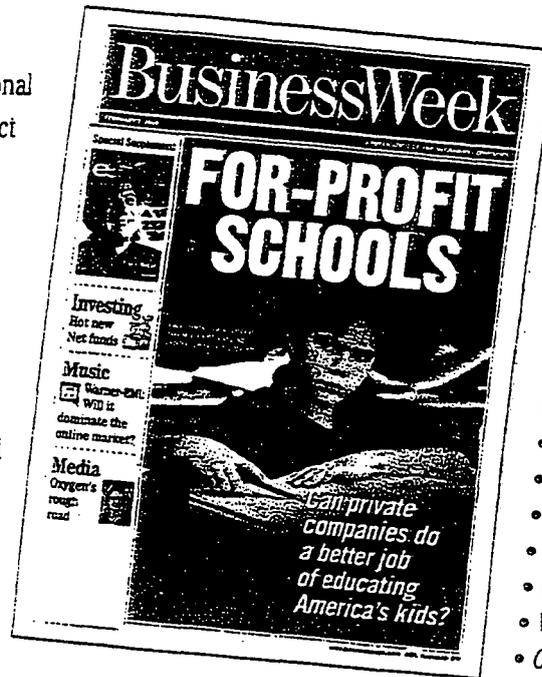
In the News.

Education reform continues to be a pivotal national topic and charter schools have been a frequent subject throughout the past year. Gaining national attention for its efforts, NHA has been profiled by some of America's largest and most respected media sources.

New States and New Communities.

The National Heritage Academies reputation for success continues to grow. Parents and community leaders from many parts of the country have contacted us and have expressed interest in opening new schools managed by NHA in their areas.

We are actively working with community leaders to target charter school opportunities in our existing states and in new states like Ohio, Delaware, Massachusetts, Georgia, Florida, Pennsylvania, and several others.



Publications include:

- Business Week
- Wall Street Journal
- Associated Press
- Education Week
- New York Times
- New York Daily News
- Post Standard
- Buffalo News
- Chicago Tribune
- Detroit News
- Crain's Detroit Business
- Grand Rapids Press
- Winston-Salem Journal
- Greensboro News & Record



If you could design the ideal school for your child,
wouldn't it look like this?



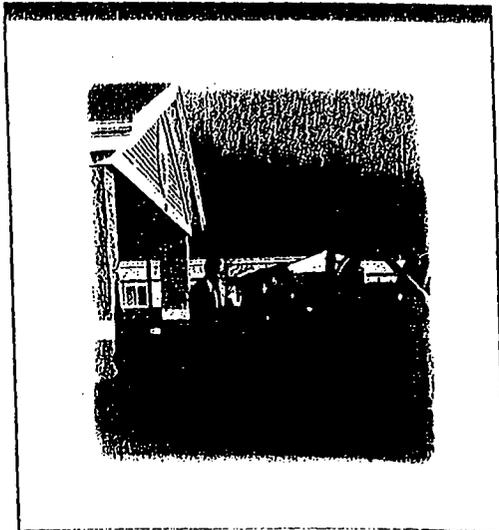
National Heritage Academies is a nurturing educational community. Founded on academic excellence and sound moral guidance, it is a safe and welcoming environment.

Here, students can discover talents, gather knowledge and learn responsibility.

It is a training ground for the next generation of enlightened, ethical adults.

Available to all. No cost to parents.

Charter schools; a new era in public education.



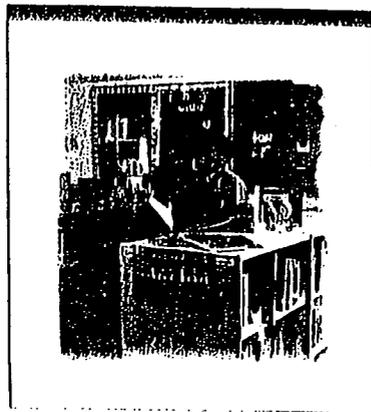
There was a day when parents simply did not have the kinds of educational choices available today. That day is past.

Charter schools are independently operated public schools. There is no charge to parents because funding comes from state tax dollars. Charter schools must meet the same requirements as traditional public schools, but also answer directly to parents.

Partnering with community-based school boards and parents results in a responsiveness rarely seen in traditional public schools.

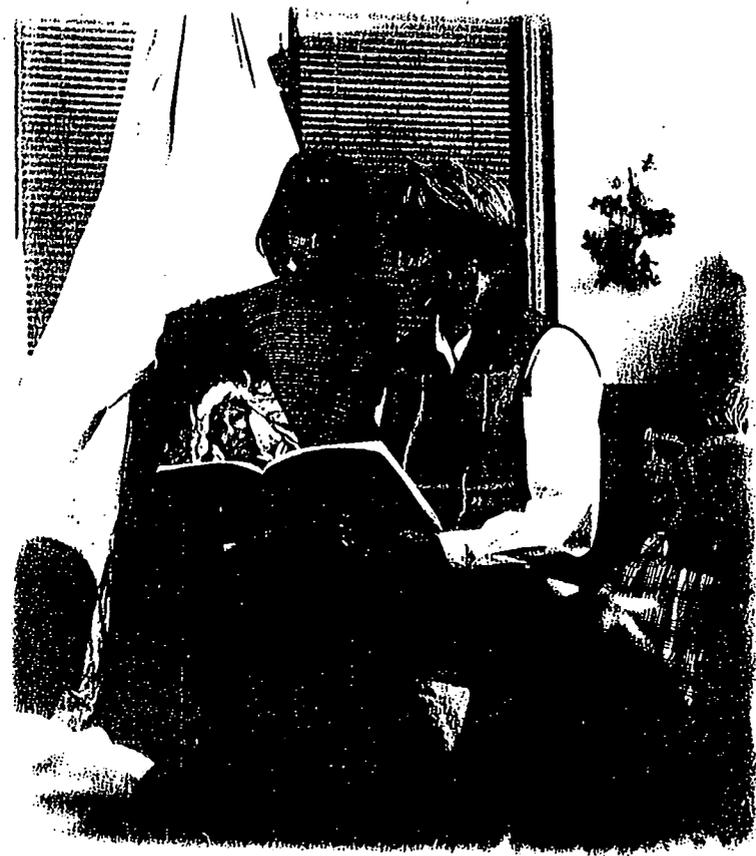


National Heritage Academies encourages high academic achievement, sound moral values and responsible citizenship. Parent feedback and proven teaching methods help create an orderly and respectful learning environment.



"Over 95% of our parents would recommend a National Heritage Academy to friends."

A culture of learning
and gentle encouragement.



Academic excellence and the quest for results.



"Over 93% of our parents feel that the classroom environment is comfortable and conducive to effective learning."



Standards have been set at challenging levels. Lessons are dynamic, motivating experiences that feed off children's natural curiosity. Using a rigorous back-to-basics approach, this is a program that stresses the fundamentals. Test results over the past two years show that students have scored 35% above the national average on standardized tests measuring grade level growth.





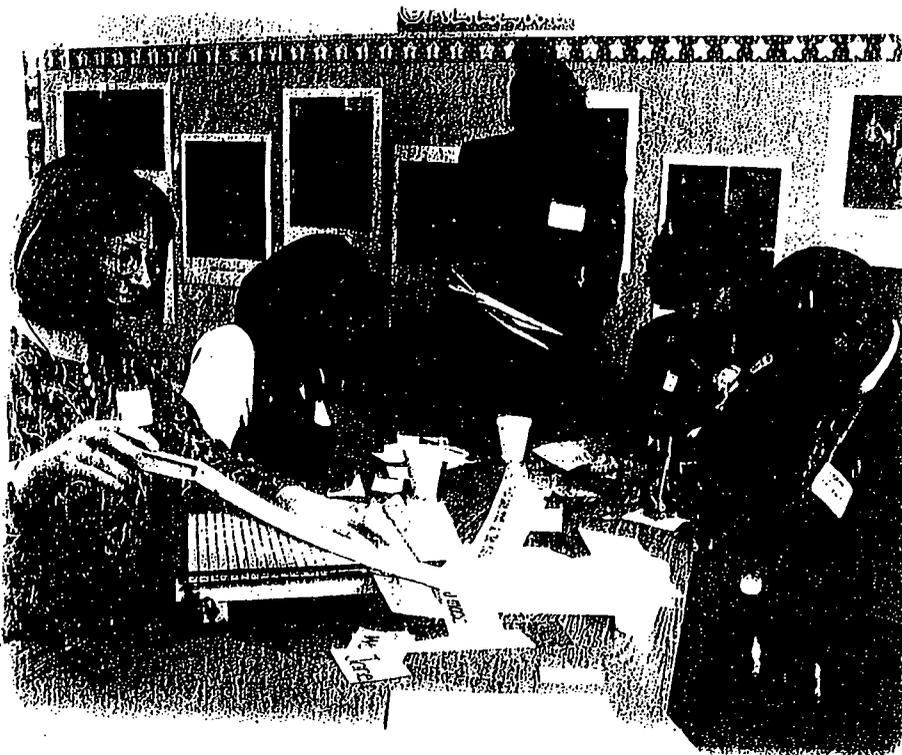
Character
development and
lasting moral
guidance.

Reinforcing values learned at home, virtues such as respect, honesty, friendship and responsibility provide a moral foundation. These virtues are included in lessons as important units, not merely "tack-ons." Students learn the world is not just made up of facts and figures. They learn of actions, consequences and the art of wise decision-making.

"98% of our parents agree that National Heritage Academies plays a significant role in promoting development of high moral character."



Parents and teachers-
moving mountains together.



*"Nearly 96% of National Heritage Academy parents
feel they have adequate opportunity to be
involved in their child's education."*

Parent-teacher communication is one of the most powerful parts of a National Heritage Academies education. When parents are involved, their children do better in school. Parents are urged to take an active role in their child's growth and achievement.

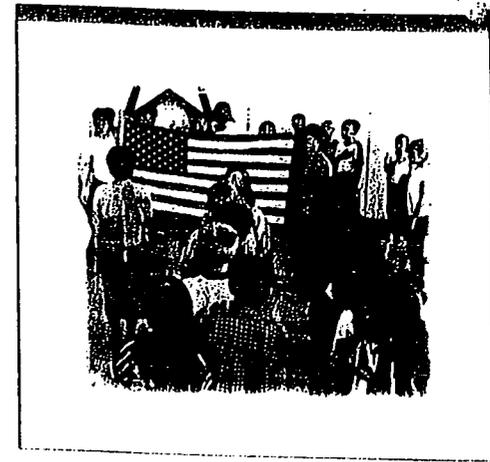
All teachers meet or exceed state requirements, as well as show great talent, knowledge and ability. Common to all is a desire to maximize the growth of each and every student.

Together, mountains move and lives are changed.

*"Over 95% of our parents agreed
that the teachers know the curriculum
and are enthusiastic about teaching."*

Involved parents work together with motivated teachers. Students treat each other with respect and dignity. Students put forth their best effort and enjoy the rewards that come with achievement.

National Heritage Academies goes well beyond traditional education. It prepares children to become active contributors, eager to make a positive mark in the world.



National
Heritage
Academies

Pulling
it all together.



989 Spaulding Ave. SE, Grand Rapids MI 49546 • Phone: 616-575-6800 • 800-699-9235
Fax: 616-575-6801 • Web address: www.heritageacademies.com

*"When the very first National Heritage Academies
campus opened in 1993, it ushered in a new era of
public education. Right from the start, our mission
has been to challenge students to achieve their greatest*



*potential and deliver on the promise of higher standards, academic excellence and sound moral
guidance. National Heritage Academies sets to raise the standards by which all academe
institutions are judged. It's a new day. The world will demand more from your child.
It's time to expect more from their education."*

-Peter G. Ruppert

President, National Heritage Academies

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Currently serving families in Michigan, New York and North Carolina. • New campus locations open yearly.

EXHIBIT C: CURRICULUM

Please see separate binder for complete curriculum.

EXHIBIT D: CURRICULUM CROSSWALK

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| Language Arts |
| New York Learning Standard |
| Standard 1: Students will read, write, and listen, and speak for information and understanding. |
| <i>National Heritage Academies</i> |
| <i>Strand I: Meaning and Communication</i> |
| <i>Content Standard 3: All students will focus on meaning and communication as they listen, speak, view, read, and write in personal, social, occupational, and civic contexts.</i> |
| New York Learning Standard |
| Standard 2: Students will read, write, listen, and speak for literary response and expression. |
| <i>National Heritage Academies</i> |
| <i>Strand III: Literature</i> |
| <i>Content Standard 5: All students will read and analyze a wide variety of classic and contemporary literature and other texts to seek information, ideas, enjoyment, and understanding of their individuality, our common heritage and common humanity, and the rich diversity in our society.</i> |
| New York Learning Standard |
| Standard 3: Students will read, write, listen, and speak for critical analysis and evaluation. |
| <i>National Heritage Academies</i> |
| <i>Strand 10: Critical Standards</i> |
| <i>Content Standard 12: All students will develop and apply personal, shared, and academic criteria for the enjoyment, appreciation, and evaluation of their own and others' oral, written, and visual texts.</i> |

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| New York Learning Standard |
| Standard 4: Students will read, write, listen, and speak for social interaction |
| <i>National Heritage Academies</i> |
| Strand 8: Ideas in Action |
| <i>Content Standard 10: All students will apply knowledge, ideas, and issues drawn from texts to their lives and the lives of others.</i> |

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| New York Learning Standard |
| Key Idea 1: Mathematical Reasoning Students use mathematical reasoning to <u>analyze</u> mathematical situations, make <u>conjectures</u> , gather <u>evidence</u> , and construct an <u>argument</u> . |
| <i>National Heritage Academies</i> |
| Strand 1: Patterns, Relationships, and Functions |
| <i>Content Standard 1: Students recognize similarities and generalize patterns, use patterns to create models and <u>make predictions</u>, describe the nature of patterns and relationships, and construct representations of mathematical relationships.</i> |
| <i>Content Standard 2: Students describe the relationships among variables, predict what will happen to one variable as another variable is change, <u>analyze natural variation</u> and sources of variability, and compare patterns of change.</i> |
| Strand III: Data Analysis and Statistics |
| <i>Content Standard 1: <u>Students collect and explore data. organize data into a useful form, and develop skill in representing and reading data displayed in different formats.</u></i> |
| <i>Content Standard 2: Students <u>examine data</u> and describe characteristics of a distribution, relate data to the situation from which they arose, and use data to <u>answer questions convincingly and persuasively.</u></i> |

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| New York Learning Standard |
| <p style="text-align: center;">Key Idea 2: Number and Numeration</p> <p>Students use number sense and numeration to develop an understanding of the multiple use of numbers in the real world, the use of numbers to communicate mathematically, and the use of numbers in the development of mathematical ideas.</p> |
| National Heritage Academies |
| <u>Strand IV: Number Sense and Numeration</u> |
| <i>Content Standard 1: Students experience counting and measuring activities to develop intuitive sense about numbers, develop understanding about properties of numbers, understand the need for and existence of different sets of numbers, and investigate properties of special numbers.</i> |
| <i>Content Standard 2: Students recognize that numbers are used in different ways such as counting, measuring, ordering and estimating, understand and produce multiple representations of a number, and translate among equivalent representations.</i> |
| <i>Content Standard 3: Students investigate relationships, such as equality, inequality, inverses, factors and multiples, and represent and compare very large and very small numbers.</i> |
| New York Learning Standard |
| <p style="text-align: center;">Key Idea 3: Operations</p> <p>Students use mathematical operations and <u>relationships</u> among them to understand mathematics.</p> |
| National Heritage Academies |
| <u>Strand I: Patterns, Relationships, and Functions</u> |
| <i>Content Standard 1: Students recognize similarities and generalize patterns, use patterns to create models and make predictions, describe the nature of patterns and <u>relationships</u>, and construct representations of <u>mathematical relationships</u>.</i> |
| <u>Strand V: Numerical and Algebraic Operations and Analytical Thinking</u> |
| <i>Content Standard 1: Students understand and use various types of operations a (e.g., addition, subtraction, multiplication, and division) to</i> |

solve problems. (Operations and their Properties)

New York Learning Standard

Key Idea 4: Modeling/Multiple Representation

Students use mathematical modeling/multiple representation to provide a means of presenting, interpreting, communicating, and connecting mathematical information and relationships.

National Heritage Academies

Strand IV: Number Sense and Numeration

Content Standard 2: Students recognize that numbers are used in different ways such as counting, measuring, ordering, and estimating, understand and produce multiple representations of a number, and translate among equivalent representations. (Representations and Uses of Numbers)

New York Learning Standard

Key Idea 5: Measurement

Students use measurement in both metric and English measure to provide a major link between the abstractions of mathematics and the real world in order to describe and compare objects and data

National Heritage Academies

Strand II: Geometry and Measurement

Content Standard 3: Students compare attributes of two objects, or of one object with a standard (unit), and analyze situations to determine what measurements(s) should be made and to what level of precision. (Measurement)

New York Learning Standard

Key Idea 6: Uncertainty

Students use ideas of uncertainty to illustrate that mathematics involves more than exactness when dealing with everyday situations.

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| <i>National Heritage Academies</i> |
| Strand III: Data Analysis and Statistics |
| <i>Content Standard 3: Students draw defensible inferences about unknown outcomes, make predictions, and identify the degree of confidence they have in their predictions. (Inference and Prediction)</i> |
| New York Learning Standard |
| <p style="text-align: center;">Key Idea 7: Patterns and Functions</p> <p>Students use patterns and functions to develop mathematical power, appreciate the true beauty of mathematics, and construct generalizations that describe patterns simply and efficiently.</p> |
| <i>National Heritage Academies</i> |
| Strand I: Patterns, Relationships, and Functions |
| <i>Content Standard 1: Students recognize similarities and generalize patterns, use patterns to create models and make predictions, describe the nature of patterns and relationships, and construct representations of mathematical relationships. (Patterns)</i> |
| New York Learning Standard |
| <p style="text-align: center;">Standard 1—Students will use mathematical analysis, specific inquiry, and engineering design, as appropriate, to post questions, seek answers, and develop solutions.</p> |
| <i>National Heritage Academies</i> |
| Math Strand V: Numerical and Algebraic Operations and Analytical Thinking: |
| <i>Content Standard 2: Students analyze problems to determine an appropriate process for solution, and use algebraic notations to model or represent problems.</i> |

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| <p>Science Strand I: Construct New Scientific Knowledge:</p> <p><u>Content Standard 1: All students will ask questions that help them learn about the world; design and conduct investigations using appropriate methodology and technology; learn from books and other sources of information; communicate findings of investigations; using appropriate technology.</u></p> |
| <p>New York Learning Standard</p> |
| <p>Standard 5—Students will apply technological knowledge and skills to design, construct, use, and evaluate products and systems to satisfy human and environmental needs</p> |
| <p><i>National Heritage Academies</i></p> |
| <p><i>Content Standard 7: Students will demonstrate an understanding of how technology can be used as a tool for problem solving and decision making.</i></p> |
| <p>New York Learning Standard</p> |
| <p>Standard 2—Students will access, generate, process, and transfer information using appropriate technologies.</p> |
| <p><i>National Heritage Academies</i></p> |
| <p><u>Technology Standard 7: Students will demonstrate an understanding of how technology can be used as a tool for problem solving and decision making.</u></p> |
| <p>Science Strand I: Construct New Scientific Knowledge:</p> <p><u>Content Standard 1: All students will ask questions that help them learn about the world; design and conduct investigations using appropriate methodology and technology; learn from books and other sources of information; communicate findings of investigations; using appropriate technology.</u></p> |
| <p>SEE STUDIES</p> |
| <p>NHA will take responsibility to provide the appropriate curriculum, consisting of text, materials, and resources necessary to meet Standard 1 of the New York Learning Standards in Social Studies for middle grades. This information will be updated in the 2002-2003 curriculum handbooks for grades 6, 7, and 8.</p> |

New York Learning Standard

Standard 1: History of the United States and New York

Students will use a variety of intellectual skills to demonstrate their understanding of major ideas, eras, themes, developments, and turning points in the history of the United States and New York.

National Heritage Academies

Strand I: Historical Perspective

Content Standard 1: All students will sequence chronologically the following eras of American history and key events within these eras in order to examine relationships and to explain cause and effect: The Meeting of Three Worlds (beginnings to 1620); Colonization and Settlement (1585-1763); Revolution and the new Nation (1754-1815); Expansion and Reform (1801-1861); and Civil War and Reconstruction (1850-1877); The Development of the Industrial United States (1870-1900); The Emergence of Modern America (1890-1930); The Great Depression and World War II (1929-1945); Post War United States (1945-1970); and Contemporary United States (1968-present). (Time and Chronology)

Strand II: All students will understand narratives about major eras of American and world history by identifying the people involved, describing the setting, and sequencing the events. (Comprehending the Past)

Content Standard 3: All students will reconstruct the past by comparing interpretations written by others from a variety of perspectives and creating narratives from evidence. (Analyzing and Interpreting the Past)

Content Standard 4: All students will evaluate key decisions made at critical turning points in history by assessing their implications and long-term consequences. (Judging Decisions from the Past)

New York Learning Standard

Standard 2: World History

Students will use a variety of intellectual skills to demonstrate their understanding of major ideas, eras, themes, developments, and turning points in world history and examine the broad sweep of history from a variety of perspectives.

National Heritage Academies

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| <p>Strand I: Historical Perspective</p> <p><i>Content Standard 1: All students will sequence chronologically the following eras of American history and key events within these eras in order to examine relationships and to explain cause and effect: The Meeting of Three Worlds (beginnings to 1620); Colonization and Settlement (1585-1763); Revolution and the new Nation (1754-1815); Expansion and Reform (1801-1861); and Civil War and Reconstruction (1850-1877); The Development of the Industrial United States (1870-1900); The Emergence of Modern America (1890-1930); The Great Depression and World War II (1929-1945); Post War United States (1945-1970); and Contemporary United States (1968-present). (Time and Chronology)</i></p> |
| <p><i>Strand II: All students will understand narratives about major eras of American and world history by identifying the people involved, describing the setting, and sequencing the events. (Comprehending the Past)</i></p> |
| <p><i>Content Standard 3: All students will reconstruct the past by comparing interpretations written by others from a variety of perspectives and creating narratives from evidence. (Analyzing and Interpreting the Past)</i></p> |
| <p><i>Content Standard 4: All students will evaluate key decisions made at critical turning points in history by assessing their implications and long-term consequences. (Judging Decisions from the Past)</i></p> |
| <p>New York Learning Standard</p> |
| <p style="text-align: center;">Standard 3: Geography</p> <p>Students will use a variety of intellectual skills to demonstrate their understanding of the geography of the interdependent world in which we live-local, national, and global-including the distribution of people, places, and environments over the Earth's surface.</p> |
| <p>National Heritage Academies</p> |
| <p>Strand II: Geographic Perspective</p> <p><i>Content Standard 1: All students will describe, compare, and explain the locations and characteristics of places, cultures, and settlements. (People, Places and Cultures)</i></p> <p><i>Content Standard 2: All students will describe, compare, and explain the locations and characteristics of ecosystems, resources, human adaptation, environmental impact, and the interrelationships among them. (Human/Environmental Interaction)</i></p> |

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| <i>Content Standard 3: All students will describe, compare, and explain the locations and characteristics of economic activities, trade, political activities, migration, information flow, and the interrelationships among them. (Location, Movement, and Connections)</i> |
| <i>Content Standard 4: All students will describe and compare characteristics of ecosystems, states, regions, countries, major world regions, and patterns and explain the processes that created them. (Regions, Patterns, and Processes)</i> |
| <i>Content Standard 5: All students will describe and explain the causes, consequences, and geographic context of major global issues and events. (Global Issues and Events)</i> |
| New York Learning Standard |
| Standard 4: Economics Students will use a variety of intellectual skills to demonstrate their understanding of how the United States and other societies develop economic systems and associated institutions to allocate scarce resources, how major decision-making unites function in the United States and other national economies, and how an economy solves the scarcity problem through market and nonmarket mechanisms. |
| National Heritage Academies |
| Strand IV: Economic Perspective |
| <i>Content Standard 1: All students will describe and demonstrate how the economic forces of scarcity and choice affect the management of personal financial resources, shape consumer decisions regarding the purchase, use, and disposal of goods and services and affect the economic well-being of individuals and society. (Individual and Household Choices)</i> |
| <i>Content Standard 2: All students will explain and demonstrate how businesses confront scarcity and choice when organizing, producing, and using resources, and when supplying the marketplace. (Business Choices)</i> |
| <i>Content Standard 3: All students will describe how government decisions on taxation, spending, public goods, and regulation impact what is produced, how it is produced, and who receives the benefits of production. (Role of Government)</i> |
| <i>Content Standard 4: All students will explain how a free market economic system works, as well as other economic systems, to coordinate and facilitate the exchange, production, distribution, and consumption of goods and services. (Economic System)</i> |

Content Standard 5: All students will describe how trade generates economic development and interdependence and analyze the resulting challenges and benefits of individuals, producers, and government. (Trade)

New York Learning Standard

Standard 5: Civics, Citizenship, and Government

Students will use a variety of intellectual skills to demonstrate their understanding of the necessity for establishing governments; the governmental system of the United States and other nations; the United States Constitution; the basic civic values of American constitutional democracy; and the roles, rights, and responsibilities of citizenship, including avenues of participation.

National Heritage Academies

Strand III: Civic Perspective

Content Standard 1: All students will identify the purposes of national, state, and local governments in the United States, describe how citizens organize government to accomplish their purposes, and assess their effectiveness. (Purposes of Government)

Content Standard 2: All students will explain the meaning and origin of the ideas, including the core democratic values expressed in the Declaration of Independence, the Constitution, and other foundational documents of the United States. (Ideals of American Democracy)

Content Standard 3: All students will describe the political and legal processes created to make decisions, seek consensus and resolve conflicts in a free society. (Democracy in Action)

Content Standard 4: All students will explain how American Governmental institutions, at the local, state, and federal levels, provide for the limitation and sharing of power and how the nation's political system provides for the exercise of power. (American Government and Politics)

Content Standard 5: All students will understand how the world is organized politically, the formation of American foreign policy and the roles of the United States plays in the international arena. (American Government and World Affairs)

Strand VII: Citizen Involvement

Content Standard 1: All students will consider the effects of an individual's actions on other people, how one acts in accordance with the rule of law, and how one acts in a virtuous and ethically responsible way as a member of society. (Responsible Personal Conduct)

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| <i>National Heritage Academies -- Additional History/Geography Standards</i> |
| <i>Strand V: Inquiry</i> |
| <i>Content Standard 1: All students will acquire information from books, maps, newspapers, data sets and other sources, organize and present the information in maps, graphs, charts and timelines, interpret the meaning and significance of information, and use a variety of electronic technologies to assist in accessing and managing information. (Information Processing)</i> |
| <i>Content Standard 2: All students will conduct investigations by formulating a clear statement of a question, gathering and organizing information from a variety of sources, analyzing and interpreting information, formulating and testing hypotheses, reporting results both orally and in writing, and making use of appropriate technology. (Conducting Investigations)</i> |
| <i>Strand VI: Public Discourse and Decision Making</i> |
| <i>Content Standard 1: All students will state an issue clearly as a question of public policy, trace the origins of the issue, analyze various perspectives people bring to the issue and evaluate possible ways to resolve the issue. (Identifying and Analyzing Issues)</i> |
| <i>Content Standard 2: All students will engage their peers in constructive conversation about matters of public concern by clarifying issues, considering opposing views, applying democratic values, anticipating consequences, and working toward making decisions. (Group Discussion)</i> |
| <i>Content Standard 3: All students will compose coherent written essays that express a position on a public issue and justify the position with reasoned arguments. (Persuasive Writing)</i> |

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| SCIENCE - GRADES 6-8 |
| New York Learning Standard |
| Standard 1: Analysis, Inquiry, and Design Students will use mathematical analysis, scientific inquiry, and engineering design, as appropriate, to pose questions, seek answers, and develop solutions. |
| Information Systems |
| Standard 2: Students will access, generate, process, and transfer information, using appropriate technologies. |
| Interconnectedness: Common Themes |
| Standard 6: Students will understand the relationships and common themes that |

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| connect mathematics, science, and technology and apply the themes to these and other areas of learning. |
| <p>Standard 7: Interdisciplinary Problem Solving Students will apply the knowledge and thinking skills of mathematics, science, and technology to address real-life problems and make informed decisions.</p> |
| National Heritage Academies |
| <i>Strand I: Construct New Scientific and Personal Knowledge</i> |
| <i>Content Standard 1: All students will ask questions that help them learn about the world; design and conduct investigations using appropriate methodology and technology; learn from books and other sources of information; communicate their findings using appropriate technology; and reconstruct previously learned knowledge. (Constructing New Scientific Knowledge)</i> |
| <i>Strand II: Reflect on the Nature, Adequacy and Connections Across Scientific Knowledge</i> |
| <i>Content Standard 1: All students will analyze claims for their scientific merit and explain how scientists decide what constitutes scientific knowledge; how science is related to other ways of knowing; how science and technology affect our society; and how people of diverse cultures have contributed to and influenced developments in science. (Reflecting on Scientific knowledge)</i> |
| New York Learning Standard |
| <p>Standard 4: The Living Environment Students will understand and apply scientific concepts, principles, and theories pertaining to the physical setting and living environment and recognize the historical development of ideas in science.</p> |
| National Heritage Academies |
| <i>Strand III: Use Scientific Knowledge from the Life Sciences in Real-World Contexts</i> |
| <i>Content Standard 1: All students will apply an understanding of cells to the functioning of multicellular organisms; and explain how cells grow, develop and reproduce. (Cells)</i> |
| <i>Content Standard 2: All students will use classifications systems to describe groups of living things; compare and contrast differences in the life cycles of</i> |

living things; investigate and explain how living things obtain and use energy; and analyze how parts of living things are adapted to carry out specific functions. (Organizing of Living Things)

Content Standard 3: All students will investigate and explain how characteristics of living things are passed on through generations; explain why organisms within a species are different from one another; and explain how new traits can be established by changing or manipulating genes.

Content Standard 4: All students will explain how scientists construct and scientifically test theories concerning the origin of life and evolution of species; compare ways that living organisms are adapted (suited) to survive and reproduce in their environments; and analyze how species change through time. (Evolution)

Content Standard 5: All students will explain how parts of an ecosystem are related and how they interact; explain how energy is distributed to living things in an ecosystem; investigate and explain how communities of living things change over a period of time; describe how materials cycle through an ecosystem and get reused in the environment; and analyze how humans and the environment interact. (Ecosystems)

New York Learning Standard

Standard 4: The Physical Setting

Students will understand and apply scientific concepts, principles, and theories pertaining to the physical setting and living environment and recognize the historical development of ideas in science.

National Heritage Academies

Strand IV: Use Scientific Knowledge from the Physical Sciences in Real-World Contexts

Content Standard 1: All students will measure and describe the things around us; explain what the world around us is made of; identify and describe forms of energy; and explain how electricity and magnetism interact with matter. (Matter and Energy)

Content Standard 2: All students will investigate, describe and analyze ways in which matter changes; describe how living things and human technology change matter and transform energy; explain how visible changes in matter are related to atoms and molecules; and how changes in matter are related to changes in energy. (Changes in Matter)

Content Standard 3: All students will describe how things around us move

and explain why things move as they do; demonstrate and explain how we control the motions of objects; and relate motion to energy and energy conversions. (Motion of Objects)

Content Standard 4: All students will describe sounds and sound waves; explain shadows, color, and other light phenomena; measure and describe vibrations and waves; and explain how waves and vibrations transfer energy. (Waves and Vibrations)

National Heritage Academies—Additional Strands and Content Standards

Strand V: Use Scientific Knowledge from the Earth and Space Sciences in Real-World Contexts

Content Standard 1: All students will describe the earth's surface; describe and explain how the earth's features change over time; and analyze effects of technology on the earth's surface and resources. (Geosphere)

Content Standard 2: All students will demonstrate where water is found on earth; describe the characteristics of water and how water moves; and analyze the interaction of human activities with the hydrosphere. (Hydrosphere)

Content Standard 3: All students will investigate and describe what makes up weather and how it changes from day to day, from season to season and over long periods of time; explain what causes different kinds of weather; and analyze the relationships between human activities and the atmosphere. (Atmosphere and Weather)

Content Standard 4: All students will compare and contrast our planet and sun to other planets and star systems; describe and explain how objects in the solar system move; explain scientific theories as to the origin of the solar system; and explain how we learn about the universe. (Solar System, Galaxy and Universe)

New York Learning Standard

Standard 1—Personal Health and Fitness

Students will have the necessary knowledge and skills to establish and maintain physical fitness, participate in physical activity and maintain personal health.

National Heritage Academies

Content Standard 12: Students will demonstrate the knowledge of how to design, implement and evaluate a personal activity program that maximizes their opportunity to obtain the benefits of living an active lifestyle.

Languages Other Than English

New York Learning Standard

Standard 1—Students will be able to use a language other than English for communication.

National Heritage Academies

Content Standard 1: All students will identify and use a non-English language appropriately to perform a variety of tasks, in a variety of contexts, and utilizing a variety of content.

Content Standard 2: All students will use a variety of strategies to communicate in a non-English language.

New York Learning Standard

Standard 2—Students will develop cross-cultural skills and understandings.

National Heritage Academies

Content Standard 6: All students will connect a non-English language and culture through texts, writing, discussion, and projects.

Content Standard 9: All students will identify diverse languages and cultures throughout the world.

THE ARTS

New York Learning Standard

Standard 1—Creating, Performing and Participating in the Arts
Students will actively engage in the processes that constitute creation and performance in the arts (dance, music, theatre, and visual arts) and participate in various roles in the arts.

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| <i>National Heritage Academies</i> |
| <i>Content Standard 1: All students will apply skills and knowledge to perform in the arts (music and art).</i> |
| <i>Content Standard 2: All students will apply skills and knowledge to create in the arts (music and art).</i> |
| New York Learning Standard |
| Standard 2—Students will be knowledgeable about and make use of the materials and resources available for participation in the arts in various roles. |
| <i>National Heritage Academies</i> |
| <i>*Appropriate curriculum materials and resources will be provided for participation in the arts (music and art) in various roles.</i> |
| New York Learning Standard |
| Standard 3 – Students will respond critically to a variety of works in the arts, connecting the individual work to other works and to other aspects of human endeavor and thought. |
| <i>National Heritage Academies</i> |
| <i>Content Standard 3: All students will analyze, describe and evaluate works of art.</i> |
| New York Learning Standard |
| Standard 4—Understanding the Cultural Dimensions and Contributions of the Arts Students will develop an understanding of the personal and cultural forces that shape artistic communication and how the arts in turn shape the diverse cultures of past and present society. |
| <i>National Heritage Academies</i> |
| <i>Content Standard 4: All students will understand, analyze, and describe the arts in their historical, social, and cultural contexts.</i> |

EXHIBIT E: BYLAWS

ARTICLE I

NAME

The name of the Corporation is the *Libertas Charter School* (hereinafter the "Corporation").

ARTICLE II

MEMBERSHIP

The Corporation has no members. The rights which would otherwise vest in the members vest in the Directors of the Corporation (hereinafter the "Trustees") of the *Libertas Charter School*. Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees or approval by the Board of Trustees (hereinafter the "Board").

ARTICLE III

BOARD OF TRUSTEES

A. Powers . The Board shall conduct or direct the affairs of the Corporation and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter and these Bylaws. The Board may delegate the management of the activities of the Corporation to others, so long as the affairs of the Corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction.

Without limiting the generality of the powers hereby granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

1. To elect and remove Trustees;
2. To select and remove Officers, agents and employees of the Corporation; to prescribe powers and duties for them; and to fix their compensation;
3. To conduct, manage and control the affairs and activities of the Corporation, and to make rules and regulations;
4. To enter into contracts, leases and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the Corporation;
5. To carry on the business of operating a charter school and apply any surplus that results from the business activity to any activity in which the Corporation may engage;
6. To act as trustee under any trust incidental to the Corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust;
7. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;

8. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities;

9. To lend money received only from private sources and to accept conditional or unconditional promissory notes therefore, whether interest or non-interest bearing, or secured or unsecured; and

10. To indemnify and maintain insurance on behalf of any of its Trustees, Officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the New York Not-for-Profit Corporation Law and the limitations noted in these Bylaws.

B. Number of Trustees . The number of Trustees of the Corporation shall be not less than 7 nor more than 9. The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws.

C. Election of Trustees .

1. Election . The Board shall elect the Trustees by the vote of a majority of the Trustees then in office, whether or not the number of Trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee. The State University Board of Trustees has the right to reject the election of any new Trustee.

2. Eligibility .

The Board may elect any person who in its discretion it believes will serve the interests of the Corporation faithfully and effectively.

3. Interested Persons . Not more than 49% of the persons serving on the Board may be interested persons. An "interested person" is: (1) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (2) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.

4. Term of Office .

a. The Trustees elected or appointed shall be divided into three classes for the purpose of staggering their terms of office. All classes shall be as nearly equal in number as possible.

b. The terms of office of the Trustees initially classified shall be as follows: that of the first class shall expire at the next annual meeting of the Trustees, the second class at the second succeeding annual meeting and the third class at the third succeeding annual meeting. Following the expiration of these designated terms, the term of each Trustee shall continue for three (3) years, except the term of any Trustee who is a parent of a child enrolled in the *Libertas Charter School* shall be one (1) year.

c. The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.

d. A Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the *Libertas Charter School* Charter or the Bylaws or other Board action.

e. A Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the *Libertas Charter School* Charter or the Bylaws or other Board action.

5. Time of Elections . The Board shall elect Trustees whose terms begin on September 1st of a given year at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose.

D. Removal of Trustees . The Board may remove a Trustee in accordance with the provisions of the Education Law and the Not-for-Profit Corporation Law.

E. Resignation by Trustee . A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective upon receipt of such notice, or at any later date specified in the notice. The acceptance of a resignation by the Board Chair or Secretary shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or duty of a Trustee.

F. Vacancies . A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees. If any trustee shall fail to attend three consecutive meetings without an excuse accepted as satisfactory by the trustees, he or she be deemed to have resigned; and the vacancy shall be filled.

G. Compensation of Trustees . Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting Corporation business.

ARTICLE IV

PRINCIPAL OFFICE

The Corporation's principal office shall be at the following address:

Libertas Charter School
_To Be Determined_____

or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principal office on the copy of the Bylaws maintained by the Secretary.

ARTICLE V

MEETINGS OF THE BOARD

A. **Place of Meetings** . Board Meetings shall be held at the Corporation's principal office or at any other reasonably convenient place as the Board may designate.

B. **Annual Meetings** . An Annual Meeting shall be held in the month of June of each year for the purpose of electing Trustees, making and receiving reports on corporate affairs, and transacting such other business as comes before the meeting.

C. **Regular Meetings** . Regular Meetings shall be held bi-monthly throughout the year and other times as the Board determines.

D. **Special Meetings** . A Special Meeting shall be held at any time called by the Chair, or by any Trustee upon written demand of not less than one-fifth of the entire Board.

E. **Adjournment** . A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place.

F. **Notices** . Public notice of Board meetings shall be consistent with Article 7 of the Public Officers Law. Notices of Board Meetings shall be given to the Board as follows:

1. Annual Meetings and Regular Meetings may be held without notice if the Bylaws or the Board fix the time and place of such meetings.
2. Special Meetings shall be held upon four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, facsimile or e-mail. Notices will be deemed given when deposited in the United States mail, addressed to the recipient at the address shown for the recipient in the Corporation's records, first-class postage prepaid; when personally delivered in writing to the recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Trustee or to a person whom it is reasonably believed will communicate it promptly to the Trustee.

G. **Waiver of Notice** . Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting. This provision shall not permit waiver of the public notice provisions contained in Article 7 of the Public Officers Law (the open meetings law).

ARTICLE VI

ACTION BY THE BOARD

A. **Quorum** . Unless a greater proportion is required by law, a majority of the entire Board of Trustees shall constitute a quorum for the transaction of any business or of any specified item of business.

B. **Action by the Board** .

1. **Actions Taken at Board Meetings** . Except as otherwise provided by statute or by these Bylaws, the vote of a majority of the Board present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. If at any meeting of the Board there shall be less than a quorum present, the Trustees present may adjourn the meeting until a quorum is obtained.

2. **Board Participation by Other Means** In all events, a quorum of Trustees must be present to lawfully conduct a Board Meeting of the charter school. Trustees may be considered present through the use of video-conferencing equipment to the extent permitted by Article 7 of the Public Officer's Law (the Open Meetings Law). Once a quorum is present, additional trustees may participate in a board meeting through the use of conference telephone or similar communication equipment to the extent permitted by Article 7 of the Public Officer's Law (Open Meetings Law), so long as all Trustees participating in such meeting can hear one another and there is no objection from any Trustee or any person in the public audience.

C. **Committees** .

1. **Appointment of Committees** . The Board may create committees for any purpose, and the Chair of the Board shall appoint members to and designate the chairs of such Boards. A Board Standing Committee will consist of not less than three Trustees, who shall serve at the pleasure of the Chair of the Board.

2. **Authority of Board Committees** . The Chair of the Board may delegate to a Board committee any of the authority of the Board, except with respect to:

- a. The election of Trustees;
- b. Filling vacancies on the Board or any committee which has the authority of the Board;
- c. The fixing of Trustee compensation for serving on the Board or on any committee;
- d. The amendment or repeal of Bylaws or the adoption of new Bylaws; and
- e. The appointment of other committees of the Board, or the members of the committees.

3. **Procedures of Committees** . The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings, including compliance with the Open Meetings Law.

4. **Initial Committees**. The following Board Committees shall be created.

- a. **Finance**. This committee will work on budget and accounting matters.

b. Personnel. This committee will search and hire teachers and other school personnel.

c. Complaints. This committee will handle public complaints about the operation of the school and ensure that these complaints are handled in accordance with the charter school law.

D. Standard of Care.

1. Performance of Duties . Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith and with that degree of diligence, care and skill, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

2. Reliance on Others . In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:

a. One or more Officers or employees of the Corporation whom the Trustee believes to be reliable and competent in the matters presented;

b. Legal counsel, public accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or

c. A Board Committee on which the Trustee does not serve, duly designated in accordance with a provision of the Corporation's Charter or Bylaws, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, and with that degree of care specified in Paragraph D.1., and after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

3. Investments . In investing and dealing with all assets held by the Corporation for investment, the Board shall exercise the standard of care described above in Paragraph D.1. and shall consider among other relevant considerations the long and short term needs of the Corporation in carrying out its purposes, including its present and anticipated financial requirements. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board.

E. Rights of Inspection . Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law.

F. Participation in Discussions and Voting . Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a self-dealing transaction; (b) a conflict of

interest, (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.

G. Duty to Maintain Board Confidences . Every Trustee has a duty to maintain the confidentiality of all Board actions which are not required by law to be open to the public, including discussions and votes which take place at any Executive Sessions of the Board. Any Trustee violating this confidence may be removed from the Board.

ARTICLE VII

OFFICERS

A. Officers. The Officers of the Corporation consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The Corporation also may have such other officers as the Board deems advisable.

1. Chair . Subject to Board control, the Chair has general supervision, direction and control of the affairs of the Corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.

2. Vice Chair . If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform such other duties as the Board may prescribe.

3. Secretary . The Secretary shall: (a) keep or cause to be kept, at the Corporation's principal office, or such other place as the Board may direct, a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings; (b) keep or cause to be kept a copy of the Corporation's Charter and Bylaws, with amendments; (c) give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and (d) have such other powers and perform such other duties as the Board may prescribe.

4. Treasurer . The Treasurer shall: (a) keep or cause to be kept adequate and correct accounts of the Corporation's properties, receipts and disbursements; (b) make the books of account available at all times for inspection by any Trustee; (c) deposit or cause to be deposited the Corporation's monies and other valuables in the Corporation's name and to its credit, with the depositories the Board designates; (d) disburse or cause to be disbursed the Corporation's funds as the Board directs; (e) render or cause to be rendered to the Chair and the Board, as requested but no less frequently than once every fiscal year, an account of the Corporation's financial transactions and financial condition; (f) prepare or cause to be prepared any reports on financial issues required by an agreement on loans; and (g) have such other powers and perform such other duties as the Board may prescribe.

B. Election, Eligibility and Term of Office .

1. Election . The Board shall elect the Officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting

called for that purpose, except that Officers appointed to fill vacancies shall be elected as vacancies occur.

2. Eligibility . A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair.

3. Term of Office . Each Officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

C. Removal and Resignation . The Board may remove any Officer, either with or without cause, at any time. Such removal shall not prejudice the Officer's rights, if any, under an employment contract. Any Officer may resign at any time by giving written notice to the Corporation, the resignation taking effect upon receipt of the notice or at a later date specified in the notice.

ARTICLE VIII

NON-LIABILITY OF TRUSTEES

The Trustees shall not be personally liable for the Corporation's debts, liabilities or other obligations.

ARTICLE IX

INDEMNIFICATION OF CORPORATE AGENTS

The *Libertas Charter School* may, to the fullest extent now or hereafter permitted by and in accordance with standards and procedures provided by Sections 721 through 726 of the Not-for-Profit Corporation Law and any amendments thereto, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he, his testate or intestate was a Director, Officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.

ARTICLE X

SELF-DEALING TRANSACTIONS

The Corporation shall not engage in any self-dealing transactions, except as approved by the Board. "Self-dealing transaction" means a transaction to which the Corporation is a party and in which one or more of the Trustees has a material financial interest ("interested Trustee(s)"). Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care:

A transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism, and (b) results in a benefit to one or more Trustees or

their families because they are in a class of persons intended to be benefited by the program.

ARTICLE XI

OTHER PROVISIONS

A. **Fiscal Year**. The fiscal year of the Corporation begins on July 1 of each year and ends on June 30.

B. **Execution of Instruments** . Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any Officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent or employee shall have any power to bind the Corporation by any contract or engagement, to pledge the Corporation's credit, or to render it liable monetarily for any purpose or any amount.

C. **Checks and Notes** . Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation may be signed by the Head of the School or Treasurer. For amounts greater than \$1,000, two authorized signatures are required.

D. **Construction and Definitions** . Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Not-for-Profit Corporation Law and the Education Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for reference and convenience only are not intended to limit or define the scope or effect of any provisions.

E. **Interpretation of Charter** Whenever any provision of the Bylaws is in conflict with the provisions of the Charter, the provisions of the Charter shall control.

ARTICLE XII

AMENDMENT

A majority of the Trustees may adopt, amend or repeal these Bylaws.

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of the *Libertas Charter School*, an education Corporation duly organized and existing under the laws of the State of New York; that the foregoing Bylaws of said Corporation were duly and regularly adopted as such by the Board of Trustees of said Corporation; and that the above and foregoing Bylaws are now in full force and effect.

_____, Secretary

Date

EXHIBIT F: FREEDOM OF INFORMATION POLICY

Requests for public information must be in writing and submitted to the Board of Trustees. Upon the receipt of a request for school records and information, the request will be responded to in the following manner: Within five business days of receipt of a written request, the board will, depending on the requested information, either make the information available at the School's principal location during normal business hours to the person requesting it, deny the request in writing, or provide a written acknowledgment of receipt of the request that supplies an approximate date for when the request will be granted or denied.

1. If the person requesting information is denied access to a record, he or she may, within 30 days, appeal such denial to the Board of Trustees.
2. Upon timely receipt of such an appeal, the board will, within 10 business days of the receipt of the appeal, fully explain the reasons for further denial or provide access to the record(s) sought. The board will also forward a copy of the appeal, as well as its ultimate determination, to the Committee on Open Government.

The board may deny access to requested records, including that:

- such records are specifically exempted from disclosure by state or federal statute;
- such access would constitute an unwarranted invasion of personal privacy;
- such records, if disclosed, would impair present or imminent contract awards or collective bargaining negotiations;
- such records are trade secrets or are submitted to the school by a commercial entity or derived from information obtained from a commercial entity;
- such records are compiled for law enforcement purposes and, if disclosed, would meet the conditions of the Public Officers Law, Section 82(2)(e);
- such records, if disclosed, would endanger the life or safety of any person;
- such records are computer access codes;
- such records are inter- and intra-school materials which are not statistical or factual tabulations of data, instructions to staff that affect the public, a final policy or external audits.

The board will not disclose any information from a student's permanent record except as authorized pursuant to the Federal Education Rights and Privacy Act or in response to a subpoena as required by law. The parents or guardians of a student under the age of 18 years of age, or a student 18 years of age or older, is entitled to access to the student's school records by submitting a written request to the principal.

The board will maintain (a) a record of the final vote of each trustee in every proceeding in which the trustees vote; (b) a record setting forth the name, public office address, title and salary of every officer or employee of the education corporation; and (c) a reasonably detailed current list, by subject matter, of all records in the education corporation's custody or possession.



The board may charge a copying fee for each page requested to be copied. The fee can be no more than the fee allowed by state law.

Should the request be further denied, the requesting individual may bring an action under Article 78 of New York's Civil Practice Law and Rules.

EXHIBIT G: OPEN MEETINGS POLICY

Board Meetings

Every meeting of the Board shall be open to the general public, except when an executive session is called. Reasonable efforts will be made to ensure meetings are held in barrier-free facilities to allow all persons equal opportunity to attend a meeting. A calendar of regular meetings shall be posted at the school. In addition, notice of all meetings scheduled one week in advance shall be conspicuously posted in one or more designated public locations with the time and place of the meeting and shall be provided to the news media at least 72 hours in advance. Notice of meetings scheduled less than one week in advance shall be provided to the news media to the extent practicable and conspicuously posted in one or more public locations at a reasonable time prior thereto.

Conduct of Executive Sessions

An executive session may be held with a majority vote of the members taken in an opening meeting, identifying the areas of consideration. An executive session may be held for the items below, provided no formal action shall be taken to appropriate public moneys:

- a. matters which will imperil the public safety if disclosed;
- b. any matter which may disclose the identity of a law enforcement agent or informer;
- c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
- d. discussions regarding proposed, pending or current litigation;
- e. collective negotiations pursuant to article fourteen of the civil service law;
- f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
- g. the preparation, grading or administration of examinations; and
- h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value.

Attendance at an executive session shall be permitted to any member of the public body and any person authorized by the public body.

Minutes

Minutes shall be recorded at all open meetings of a public body consisting of a summary of all motions, proposals, resolutions and any other matter formally voted upon.

Minutes shall be taken at executive session of any formal action taken consisting of a summary of the final determination and the date and vote thereon. The summary need not include any matter that is not required to be made public by the freedom of information law.

Except for minutes of Executive Sessions which shall be available within one week, minutes shall be made available to the public within two weeks of the date of the meeting.

Appeal

A person aggrieved by this policy shall have the right to submit a complaint pursuant to the school's complaint process. If the aggrieved person is still unsatisfied, they may bring an action under Article 78 of New York's Civil Practice Law and Rules.

Exemptions

These policies shall not apply to the following:

- judicial or quasijudicial proceedings; and
- any matter made confidential by federal or state law.

EXHIBIT H: PERSONNEL POLICIES

Staff Recruitment

Applications will be accepted from all qualified candidates. Applicant screening, interviews, and selection must comply with all employment non-discrimination laws and polices. It is responsibility of the principal to obtain a minimum of three references for each candidate considered for employment in the school. Each candidate will have a criminal background check and professional conduct report from the candidate's previous employer.

Recruitment will take place by advertisements in local newspapers, community newsletters and fliers. Additional recruiting may take place at colleges and job fairs. Every effort will be made to choose the most qualified candidate(s) to staff the school.

Hiring and Dismissal

Using the job qualifications and duties as guidelines, National Heritage Academies shall recruit the staff as part of the services offered under the Management Agreement.

The Board of Directors will have ultimate control over the hiring and firing of staff per the recommendations of the principal and NHA. Recruiting, screening, background checks, and certification verification will be provided by National Heritage Academies.

Staff will be offered a contract confirming the employee's start date and hire rate. The contract will also outline in-service training dates, explain benefits details and disability terms.

The purpose of the employment agreement is to define and clarify circumstances under which employment will occur. Employment with the school is "at-will" and may be terminated by the employee or the school, without further obligation, at any time, upon 30 days notice or pay in lieu of notice.

Staff Responsibilities and Qualifications

School Secretary

Job Responsibilities:

The Secretary at the school is a valued member of the staff. The Secretary's responsibilities include but are not limited to:

- Maintain and update bookkeeping at the school
- Answer phones
- Maintain student counts
- Provide assistance to staff and students
- Distribute medication/attend to incidental needs of students
- Collect and tabulate lunch money
- Perform as a receptionist for the school

Qualifications:

- Ability to word process and utilize a database accurately
- Demonstrated ability to communicate and work effectively with staff and parents
- Ability to adapt to constantly changing needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff, and community

Technology Specialist

Job Responsibilities:

The Media/Technology Specialist (MTS) at the school is a versatile individual who specializes in working with students and their families with technology to maximize their potential. The MTS's responsibilities include:

- Maintain and update computer systems at the school
- Provide leadership and guidance in regards to purchasing programs
- Provide constant updating to staff of future technological opportunities
- Provide assistance to teachers in instructing computer classes
- Provide long range planning in technology

Qualifications:

- College degree in Computers Technology
- Demonstrated ability to communicate and work effectively with staff and parents.
- Ability to adapt to constantly changing computer needs.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community.
- Demonstrated ability to utilize varied methodologies to accommodate students unique learning styles.
- Demonstrated ability to evaluate technological needs of staff and provide assistance and direction.

Teacher

Job Responsibilities:

The teacher at the school is a versatile individual who specializes in working with students and their families to maximize their potential. The teacher's responsibilities include:

- Providing direct and indirect instruction
- Long and short term planning addressing individual needs of students
- Evaluate students' progress
- Teach a multi-model approach
- Work as a team member on cultural, academic, behavioral, technological and social committees that will enhance programming at the school
- Provide an inviting, exciting, innovative, learning environment
- Establish and maintain classroom management procedures
- Report directly to the principal
- Perform other duties, as deemed appropriate, by the principal

Qualifications:

- Elementary Teaching Certificate (Special Education Certification a plus) unless the school determines that not enough certified teachers are available to hire in which case the school shall comply with 2854(3)(a-1) in hiring non-certified teachers.
- Demonstrated ability to communicate and work effectively with parents.
- Demonstrated ability to adapt to individuals specific needs.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community.
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles.
- Demonstrated ability to evaluate tests and measurements of achievement.
- Demonstrated ability to work effectively as a team member.

Principal

Job Responsibilities:

The Principal is a leader whose duties include working with students, families and staff on behalf of the corporation to create thriving students, happy parents, energetic and enthusiastic staff while becoming the best educational solution in the community.

Responsibilities include but are not limited to:

- Provide leadership and direction to staff
- Hire and evaluate staff
- Administer scheduling, enrollment and curriculum
- Facilitate parent education and involvement
- Make formal report to management company, authorizing agent and state
- Implement and follow policies and procedures
- Provide a safe environment for learning
- Maintain budget

Qualifications:

- Must meet state requirements for elementary principals.
- Possess a minimum of a Masters degree from an accredited institute.
- Demonstrated successful leadership as a school principal.
- Demonstrated successful teaching experience.
- Exhibited leadership in working with professional staff, students, and the community.

Assistant Principal**Job Responsibilities:**

The Assistant Principal is a leader whose duties include assisting the Principal in working with students, families and staff on behalf of the corporation to create thriving students, happy parents, energetic and enthusiastic staff while becoming the best educational solution in the community.

Responsibilities include but are not limited to:

- Provide instructional leadership and direction to staff
- Facilitate parent education and involvement
- Implement and follow policies and procedures
- Provide a safe environment for learning
- Maintain consistent, effective student discipline in the school

Qualifications:

- Demonstrated successful teaching experience.
- Exhibited leadership in working with professional staff, students, and the community.

**Para-Professional
Job Responsibilities:**

The Para-Professional at the school will aid the Secretary and Staff as needed. The responsibilities include but are not limited to:

- Answer phones
- Provide assistance to staff and students
- Clerical work
- Other duties as may be determined

Qualifications:

- High school graduate or equivalent
- Ability to word process and utilize a database accurately
- Demonstrated ability to communicate and work effectively with staff and parents.
- Ability to adapt to constantly changing needs.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community.

Special Education Coordinator

Job Responsibilities:

The special education coordinator at the school is a versatile individual who specializes in working with students with special needs and their families to maximize their potential. The teacher's responsibilities include:

- Coordinate with CSEs, provide information to CSEs to determine if entering students have IEPs, and work 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.
- Provide direct and indirect instruction according to a student's IEP
- Long and short term planning addressing individual needs of students
- Evaluate students' progress
- Teach a multi-model approach
- Provide an inviting, exciting, innovative, learning environment
- Establish and maintain classroom management procedures
- Report directly to the Principal and the Special Education Director (an NHA position)
- Prepare written reports accurately and submit in a timely manner
- Effectively communicate with regular education teachers, parents and administrators to facilitate the IEP
- Act as a resource to the classroom teacher in delivering the IEP
- Meet the requirements and remain current on rules set forth in special education law
- Maintain privacy of student records and information
- Attend training and seminars as required by law

Qualifications:

- New York Elementary Teaching Certificate.
- New York Special Education Certification according to 8 NYCRR § 80.6.
- Demonstrated ability to communicate and work effectively with parents.
- Demonstrated ability to adapt to individuals specific needs.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community.
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles.
- Demonstrated ability to evaluate tests and measurements of achievement.
- Demonstrated ability to work effectively as a team member.

Instructional Aide

Job Responsibilities:

The Instructional Aide at the school will aid the Special Education Director and Special Education Coordinator as needed. The responsibilities include but are not limited to:

- Work with special education staff to address the individual needs of students
- Provide an inviting, exciting, innovative, learning environment
- Establish rapport with the students
- Use materials effectively and keep lesson focused on objective
- Keep students on task and give feedback about performance
- Other duties as may be determined

Qualifications:

- Must be a high school graduate or equivalent (prefer college graduate)
- A minimum of 2 years of successful experience as an aide in a day care training program or a trainable classroom, or equivalent. Or advance training in a community college or degree-granting institution whose special education instructional aide training program has been approved by the department.
- Must be appropriately certified to provide any direct instruction
- Be recommended by an administrator or principal who has supervised the work of the aide for at least 1 year
- Demonstrated ability to communicate and work effectively with staff and parents.
- Ability to adapt to constantly changing needs.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community.

Pupil Support Coordinator

Job Responsibilities:

The Pupil Support Coordinator is responsible for addressing disciplinary actions within the school. This may include assisting teachers in developing plans for better classroom control, working with students to make behavior modifications, and being a mentor to the students, involving them in extra-curricular service learning programs. Responsibilities include:

- Work with teaching staff to address classroom control issues.
- Work with students to develop behavior modification plans.
- Investigate and issue all aspects of student discipline up to and including recommending suspension (but not issuing suspensions).
- Conduct detention sessions.
- Act as a liaison between parents, teachers, students, and the Principal on any student behavior or discipline issues.
- Make phone calls to parents and conducts student home visits if necessary.
- May create the Discipline Procedure Handbook if necessary.
- Make referral calls outside of NHA (ex: Protective Services).
- Coordinate and maintain the documentation of student discipline files.
- Act as a mentor to students.
- Engage students in service learning or community partnership programs.
- Set up and coordinate extra-curricular learning activities within the school and community.

Qualifications:

- Bachelor's Degree preferred, and 1-2 years experience in a child behavior, social work, security, or disciplinarian role; or equivalent combination of education and experience.
- Ability to communicate and work effectively with staff, parents, and students. Must be able to effectively network with families and the community. Must be able to facilitate meetings with parents, students, and staff.
- Ability to identify and resolve problem behaviors. Ability to define problems, collect data, establish facts, and draw valid conclusions.

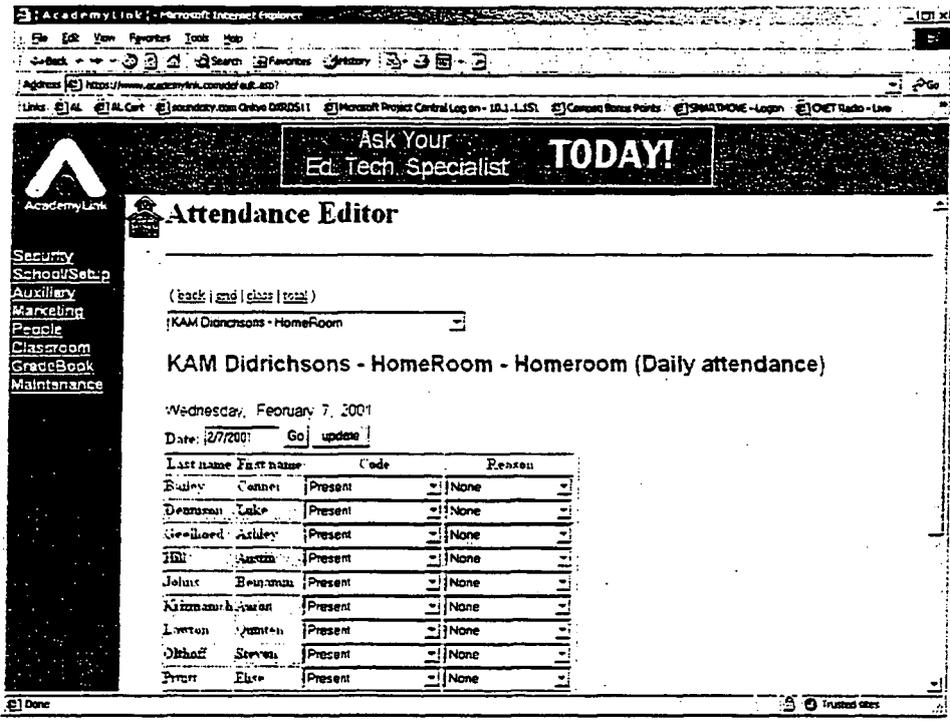
EXHIBIT I:**AcademyLink®**

All schools managed by National Heritage Academies utilize a proprietary student information management system called AcademyLink®. AcademyLink® provides an entirely Web-based interface to a centralized student database. By using a Web browser as a front-end for the database, AcademyLink provides flexibility to the end-user while maintaining the security and integrity of the data at a central data facility. Because the system is Web-based, teachers and administrators have the opportunity to access this information from any computer in the school, or to update records from any other Internet access point (home, library, etc.).

In order to protect the privacy of individual records, the system employs 56-bit encryption on all connections and connections from the schools occur over a private data network (not accessible from the public Internet). Additionally, individual teachers have access only to student records within their classes. Principals have access only to view records within their school, etc.

AcademyLink has been developed over the past three years to provide data entry and reporting capabilities to track:

1. Class rosters & enrollment
2. Student transfers
3. Daily student attendance
4. Special education information
5. At-Risk information
6. Achievement results (both test scores & grade books)
7. Report cards and progress reports



Once the data has been collected, AcademyLink is capable of producing reports (electronic or physical) based on the requirements of the particular school district.

The most powerful feature of this methodology is the ability to share student performance information with parents via the Internet. Since the entire system is designed to deliver information to via the Internet, NHA has developed a means for providing parents with access to their child(ren)'s performance. Through this means, parents are able to pull real-time progress reports for their children, keeping them informed and encouraging further parental involvement.

Parents may access the data from home or the school may develop a policy to allow parents to use the school's computers when school is not in session. AcademyLink is a tool and is not meant to replace the vital communication between staff and parents.

AcademyLink - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Search Favorites History

Address https://www.academylink.com/default.asp

Links AL AL Cert soundcity.com Onlook DISQUS Microsoft Project Central Log on - 10.1.1.151 Campus Bonus Points SMARTMOVE - Login ONET Radio - Live

Ask Your Ed. Tech. Specialist **TODAY!**

AcademyLink

Security
School/Setup
Auxiliary
Marketing
People
Classroom
GradeBook
Maintenance

2/7/2001

Reading

Angelique Zorr

Completed Assignments:

| Assignment | Date | Type | Results | Points | Percentage | Grade |
|---------------------------|-----------|-------|---------|--------|------------|-------|
| Mushroom in the Rain | 1/23/2001 | Tests | 14 | 14 | 100.00% | 5+ |
| Oral Phonics ASessment 17 | 1/24/2001 | Tests | 14 | 14 | 100.00% | 5+ |
| Phonics Assessment 17 | 1/24/2001 | Tests | 45 | 62 | 72.58% | 3- |
| The Camel's Nose | 1/25/2001 | Tests | 13 | 14 | 92.86% | 5- |
| Phonics Assessment #18 | 2/2/2001 | Tests | 47 | 63 | 74.60% | 3 |
| Oral Assessment #18 | 2/2/2001 | Tests | 30 | 34 | 88.24% | 4+ |
| Corduroy | 2/6/2001 | Tests | 15 | 14 | 92.86% | 5- |
| Summary | | | | | 81.86% | 4- |
| Summary for Reading | Date | | | | Percentage | Grade |
| | 2/7/2001 | | | | 81.86% | 4- |

Science

Angelique Zorr

Completed Assignments:

| Assignment | Date | Type | Results | Points | Percentage | Grade |
|---------------------|----------|-------|---------|--------|------------|-------|
| Water Cycle Quiz | 2/2/2001 | Tests | 1 | 3 | 33.33% | 1 |
| Summary | | | | | 33.33% | 1 |
| Summary for Science | Date | | | | Percentage | Grade |

Done Trusted sites

AcademyLink is provided as a service by National Heritage Academies to all schools managed by NHA. Its cost is included in the Budget item "General Administration, Technology."



989 Spaulding Ave. S.E. Grand Rapids, MI 49546
Phone: 616-222-1700 • Fax 616-222-1701
www.heritageacademies.com

Appendix J: Letter of Commitment

National Heritage Academies is pleased to have the opportunity to work in partnership with the proposed Libertas Charter School in Buffalo. Prior to a charter being granted to the school, NHA shall provide support services to the school in the form of application development, grant proposals, land and facility acquisition and community development.

National Heritage Academies shall provide start-up and contingency funding to the school as necessary, before and after the charter is awarded.

Should a charter be granted, National Heritage Academies intends to enter into a formal agreement with the Board of Libertas Charter School to provide educational services to the school.

NATIONAL HERITAGE ACADEMIES

A handwritten signature in black ink, appearing to read "Mark A. DeHaan", is written over a horizontal line.

Mark A. DeHaan, Senior Vice President

Dated: June 5, 2002

2002

390

Charter Schools Unit

JUL 15 2002

APPLICATION NAME:

OF VOLUMES:

1 of 4

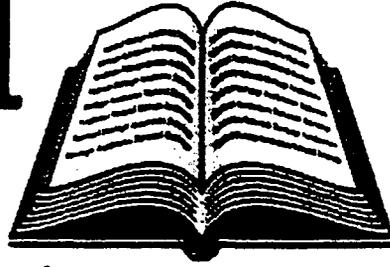
VOLUME #:

Kindergarten

Curriculum Handbook 2001-2002

Book 1 of 2

National Heritage Academies™



MISSION

Challenging children to achieve their greatest potential.

VISION

Our shared vision is to build a national organization of over 200 charter schools that become the finest K-8 schools in the country. Using a partnership with parents as our foundation, we will achieve this by combining rigorous, "back-to-basics" academics, strong moral development, and a universal commitment to all children.

PHILOSOPHY

National Heritage is guided by a few key principles that guide us in all our program decisions. First, we believe that a school environment with high academic and social expectations is necessary for students to thrive. Second, the company believes that parents have the ultimate responsibility for their children's education and, thus, will choose what is best for their children. Third, we believe that a school should support and reinforce the moral guidance a child receives at home. And, finally, we believe that a child's self-esteem is developed through diligence and achievement.

**The NHA Curriculum Handbooks are dedicated
to the 2001-2002 Teacher Presenter Team**

Teacher Presenter

Laura Bartlett
Michelle Bauman
Jane Beal
James Robert Brown
Linda Chaffee
Kim Chapin
Melissa Flickinger
Daphne Franklin
Mary Claire Fu
Erin Greenop
Heather Guerra
Tuwanda Hairston
Casey Helmreich
Sarah Huddleston
Emilie Johnson
Jeff Johnston
Diane Kennedy
Kimberly Kobylak
Kevin Kooiker
Johann Linna
Mandy Lohman
Angela Newton
Nicole Pachulski
Kaylin Rhoades
Cynthia Ruble
Mary Scheidel
Elizabeth Sinclair
Lois Smith
Angie Spears
Kirt Stevens
Rudy Swofford
Krista Tolchin
Dawn Tubbs
Marsha VanderSloot
Kathy Watson
Rebecca Weliver
Kathy White
Cathy Wygmans
Ellen Zainea

School

Greensboro
Paramount
Vista
Greensboro
Walker
Eagle Crest
Chandler Woods
South Arbor
Eagle Crest
Walker
Knapp
Research Triangle
North Saginaw
Forsyth
Forsyth
Greensboro
Greensboro
Linden
Vista
Ridge Park
Cross Creek
Paramount
Walker
Endeavor
Forsyth
Cross Creek
Endeavor
Cross Creek
Excel
Vista
Greensboro
Endeavor
Linden
Vanguard
North Saginaw
South Arbor^{*}
Greensboro
Eagle Crest
Knapp

Corporate Education Team
1-616-222-1700

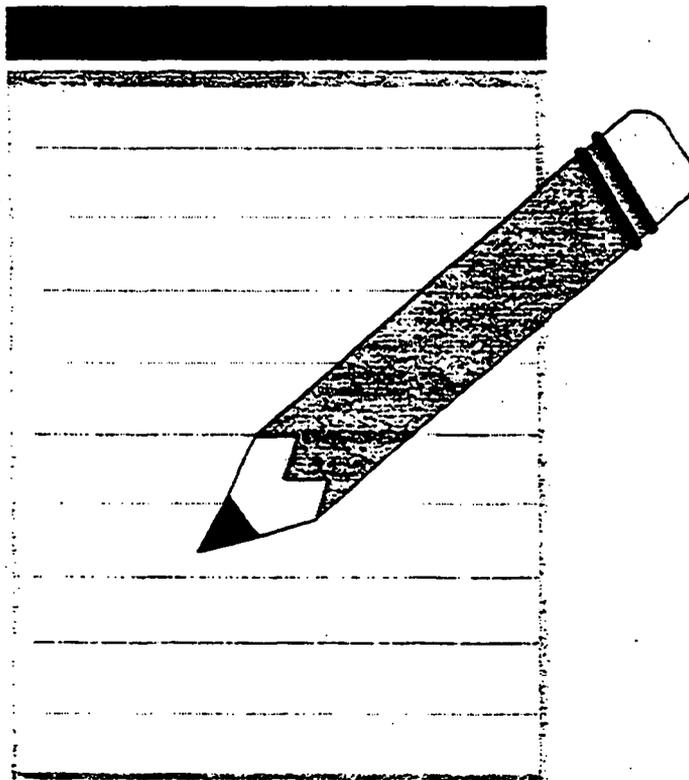
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| Sallie Borrink | Special Projects Coordinator sallieANN9@aol.com |
| Mary Elizabeth Lee | Special Education Assistant mlee@heritageacademies.com |
| Jennifer Maze | Administrative Assistant jmaze@heritageacademies.com |

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SUPPLY LIST KINDERGARTEN

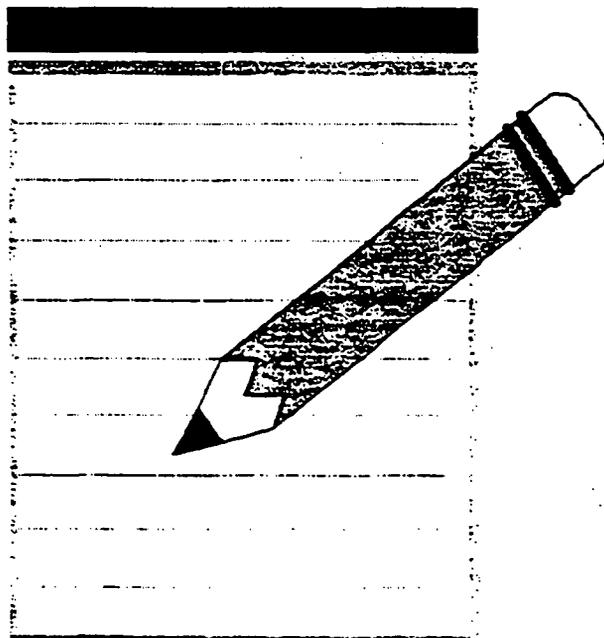
**The supplies are provided by NHA in
new classrooms in new and existing
schools.**



| KINDERGARTEN - SECOND GRADE: START-UP SUPPLY LIST | | | | | | |
|---|------|---------|-------------------------------------|------|------------|-------------|
| QTY ORD. | UNIT | STOCK # | DESCRIPTION | PAGE | UNIT PRICE | TOTAL PRICE |
| 2 | DZ | 017673 | BEGINNERS PENCIL W/ ERASER | 16 | 2.80 | 5.60 |
| 2 | GR | 041217 | #2 PENCIL BX/144 | 16 | 8.12 | 16.24 |
| 1 | BX | 000783 | LARGE BLOCK ERASER BX/40 | 18 | 4.93 | 4.93 |
| 2 | DZ | 027465 | BLACK ROUND STIC PEN MED BX/12 | 19 | 1.14 | 2.28 |
| 2 | DZ | 027466 | RED ROUND STIC PEN MED BX/12 | 19 | 1.14 | 2.28 |
| 2 | DZ | 027469 | BLUE ROUND STIC PEN MED BX/12 | 19 | 1.14 | 2.28 |
| 6 | EA | 038850 | CLASS. SEL. HIGHLIGHTER - YELLOW | 25 | 0.14 | 0.84 |
| 12 | ST | 408115 | WATERCOLOR MARKER ST/12 | 26 | 1.78 | 21.36 |
| 1 | ST | 059178 | FINE VIS-A-VIS PEN SET/4 | 253 | 2.66 | 2.66 |
| 2 | EA | 023194 | EXPO II CLEANER, 8 OZ. | 27 | 1.69 | 3.38 |
| 3 | EA | 059640 | EXPO DRY ERASER | 27 | 1.88 | 5.64 |
| 2 | ST | 059460 | EXPO MARKER SET/4 | 28 | 3.40 | 6.80 |
| 24 | EA | 015348 | WOODEN 12" RULER | 34 | 0.25 | 6.00 |
| 12 | EA | 015363 | YARDSTICK W/METAL END | 34 | 1.62 | 19.44 |
| 1 | EA | 038342 | 1670 SCHOOL PRO ELEC SHARPENER | 37 | 35.40 | 35.40 |
| 1 | EA | 025983 | 3-HOLE PAPER PUNCH | 38 | 4.17 | 4.17 |
| 2 | EA | 039423 | HAND HELD PAPER PUNCH 1-HOLE | 38 | 0.59 | 1.18 |
| 1 | EA | 061131 | SWINGLINE 711 BLACK STAPLER | 40 | 6.66 | 6.66 |
| 2 | BX | 061092 | SF4 SPEEDPOINT STAPLES | 41 | 1.91 | 3.82 |
| 1 | EA | 000354 | 9" TEACHER SHEARS | 43 | 4.50 | 4.50 |
| 1 | EA | 371774 | 8" BENT TRIMMER SHEARS | 43 | 1.52 | 1.52 |
| 6 | EA | 201275 | 5.25" SHARP RH/LH SCISSORS | 44 | 0.99 | 5.94 |
| 24 | EA | 003390 | 4" CUSHION GRIP BLUNT SCISSOR | 45 | 0.74 | 17.76 |
| 12 | RL | 040722 | 1/2"X36YD PERMANENT MEND TAPE | 46 | 0.60 | 7.20 |
| 12 | RL | 040587 | 3/4" UTILITY MASKING TAPE | 47 | 0.70 | 8.40 |
| 1 | EA | 023127 | C-38 BLACK TAPE DISPENSER | 48 | 2.09 | 2.09 |
| 25 | EA | 023135 | SMALL WASHABLE GLUESTICK | 50 | 0.38 | 9.50 |
| 4 | EA | 035334 | TAC'N STIK REUSEABLE ADHESIVE | 53 | 1.09 | 4.36 |
| 5 | BX | 000057 | PAPER CLIPS.STANDARD | 54 | 0.12 | 0.60 |
| 5 | BX | 000072 | PAPER CLIPS.JUMBO | 54 | 0.31 | 1.55 |
| 1 | BX | 036981 | 2" BOOK RINGS. BOX/50 | 54 | 4.70 | 4.70 |
| 2 | BX | 059964 | 3/8" THUMB TACKS | 55 | 0.24 | 0.48 |
| 1 | BX | 023254 | ASSORTED PORTFOLIO BX/25 | 59 | 4.85 | 4.85 |
| 10 | PK | 048267 | 3"X5" BLANK INDEX CARDS | 62 | 0.43 | 4.30 |
| 10 | PK | 048270 | 3"X5" RULED INDEX CARDS | 62 | 0.43 | 4.30 |
| 1 | BX | 070311 | 1/5CUT LET HANGING FILE FOLDER | 64 | 4.88 | 4.88 |
| 1 | BX | 015741 | 1/3 CUT FILE FOLDERS | 65 | 5.63 | 5.63 |
| 1 | EA | 038946 | 14 MO DESK PAD CALENDAR 2001/2002 | 70 | 1.64 | 1.64 |
| 1 | EA | 206771 | SWIVEL DESKMATE ORGANIZER | 72 | 7.27 | 7.27 |
| 3 | EA | 021354 | DESK TRAY, BLACK | 73 | 1.76 | 5.28 |
| 24 | EA | 043530 | LEGAL CLIPBOARD | 76 | 0.80 | 19.20 |
| 4 | EA | 040263 | #75 WEBSTER ELEM. DICTIONARY | 732 | 10.66 | 42.64 |
| 1 | EA | 038434 | TI-34 SCIENTIFIC CALCULATOR | 79 | 23.76 | 23.76 |
| 2 | RL | 006483 | 3"X200' MANILA SENTENCE- ROLL | 126 | 2.99 | 5.98 |
| 1 | PK | 204686 | 18"X24" 125# MANILA TAGBOARD | 130 | 7.56 | 7.56 |
| 1 | PK | 314478 | 18"X24" 125# WHITE TAGBOARD | 130 | 7.56 | 7.56 |
| 1 | PK | 215982 | 12X18 TAG BOARD - ASST COLOR PK/100 | 130 | 8.49 | 8.49 |
| 2 | PK | 053958 | TRU 9"x12" MAGENTA CONST. PPR. | 133 | 1.09 | 2.18 |
| 2 | PK | 053970 | TRU 9"x12" YELLOW CONST. PPR. | 133 | 1.05 | 2.10 |
| 2 | PK | 053976 | TRU 9"x12" FEST-GRN CONST. PPR. | 133 | 1.20 | 2.40 |
| 2 | PK | 053979 | TRU 9"x12" TURQ CONST. PPR. | 133 | 1.20 | 2.40 |

SUPPLY LIST KINDERGARTEN

**This is a comprehensive list of materials
needed to teach National Heritage
Academies' curriculum.
Each teacher must have access to these
supplies and materials.
Please see your principal for access.**



| Vendor | Grade | Description | Quantity | Individual Price | Total |
|---------------------|--------------|---|----------|------------------|------------|
| AIMS Education | Kindergarten | Primarily Earth | 1 | \$16.95 | \$16.95 |
| Clicksmart | Kindergarten | Piggy Banks to Money Markets | 1 | \$19.98 | \$19.98 |
| George F. Cram Co. | Kindergarten | U.S./World Starter Combo Map | 1 | \$161.50 | \$161.50 |
| Debby & Co. | Kindergarten | #146 Early Childhood Themes | 1 | \$24.95 | \$24.95 |
| Debby & Co. | Kindergarten | Abraham Lincoln | 1 | \$2.49 | \$2.49 |
| Debby & Co. | Kindergarten | Celebrate Christmas Around the World | 1 | \$12.95 | \$12.95 |
| Debby & Co. | Kindergarten | Christopher Columbus A Unit for Young Learner | 1 | \$9.95 | \$9.95 |
| Debby & Co. | Kindergarten | December Idea Book | 1 | \$10.95 | \$10.95 |
| Debby & Co. | Kindergarten | Did you know? (Native American) | 1 | \$2.75 | \$2.75 |
| Debby & Co. | Kindergarten | Earth Charts | 1 | \$1.99 | \$1.99 |
| Debby & Co. | Kindergarten | George Washington | 1 | \$2.49 | \$2.49 |
| Debby & Co. | Kindergarten | Health and Safety | 1 | \$7.95 | \$7.95 |
| Debby & Co. | Kindergarten | Kindergarten Calendar | 1 | \$21.95 | \$21.95 |
| Debby & Co. | Kindergarten | Kinderunits | 1 | \$14.99 | \$14.99 |
| Debby & Co. | Kindergarten | Moon Charts | 1 | \$1.99 | \$1.99 |
| Debby & Co. | Kindergarten | Native American Activity Book | 1 | \$6.95 | \$6.95 |
| Debby & Co. | Kindergarten | Native American Arts and Culture | 1 | \$14.95 | \$14.95 |
| Debby & Co. | Kindergarten | November Idea Book | 1 | \$10.95 | \$10.95 |
| Debby & Co. | Kindergarten | Social Studies K-1 | 1 | \$10.95 | \$10.95 |
| Debby & Co. | Kindergarten | The One and Only Special Me | 1 | \$2.75 | \$2.75 |
| Debby & Co. | Kindergarten | Totally Winter | 1 | \$12.95 | \$12.95 |
| Debby & Co. | Kindergarten | Various Science Books **See AcademyLink Purchase Order form** | | | |
| Educ. Consult. Svc. | Kindergarten | Teaching Gifted Kids in the Regular Classroom | 1 | \$25.00 | \$25.00 |
| Hampton Brown | Kindergarten | Elefonetica and Pan y Canela | 1 | \$1,125.30 | \$1,125.30 |
| Hampton Brown | Kindergarten | Level A Complete Program | 1 | \$409.06 | \$409.06 |
| Hirsch | Kindergarten | Books to Build On | 1 | \$10.95 | \$10.95 |
| Hirsch | Kindergarten | Core Knowledge Sequence Content Guidelines | 1 | \$22.50 | \$22.50 |
| Hirsch | Kindergarten | Listen, My Children (Poem/Anthology Book) (1p/s) | 1 | \$4.95 | \$4.95 |
| Hirsch | Kindergarten | The Schools We Need and Why We Don't Have Them | 1 | \$24.95 | \$24.95 |
| Hirsch | Kindergarten | What your Kindergartener Needs to Know | 1 | \$12.95 | \$12.95 |
| Saxon | Kindergarten | **Manipulative Kit | 1 | \$380.00 | \$380.00 |
| Saxon | Kindergarten | **Math K Program | 1 | \$355.00 | \$355.00 |
| Saxon | Kindergarten | **Ready Made Student Masters | 1 | \$255.00 | \$255.00 |
| Saxon | Kindergarten | **Standardized Test Preparation | 1 | \$45.00 | \$45.00 |
| Saxon | Kindergarten | **Supplemental Practice | 1 | \$89.00 | \$89.00 |
| Saxon | Kindergarten | For REFILL ITEMS **See AcademyLink Purchase Order form** | | | |

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|-----------------|--------------|---|---|----------|----------|
| SRA/McGraw Hill | Kindergarten | Math Explorations and Applications Kit | 1 | \$343.95 | \$343.95 |
| SRA/McGraw Hill | Kindergarten | Exploring Sounds and Letters (activity book - 1p/s) | 1 | \$9.18 | \$9.18 |
| SRA/McGraw Hill | Kindergarten | Finding Friends Kit | 1 | \$62.16 | \$62.16 |
| SRA/McGraw Hill | Kindergarten | First Step Story 1, Sleeping Outdoors | 1 | \$6.51 | \$6.51 |
| SRA/McGraw Hill | Kindergarten | First Step Story 2, Trees | 1 | \$6.51 | \$6.51 |
| SRA/McGraw Hill | Kindergarten | First Step Story 3, The Top and the Tip | 1 | \$6.51 | \$6.51 |
| SRA/McGraw Hill | Kindergarten | First Step Story 4, Titled by Children | 1 | \$6.51 | \$6.51 |
| SRA/McGraw Hill | Kindergarten | First Step Story 5, Jennifer Juniper | 1 | \$6.51 | \$6.51 |
| SRA/McGraw Hill | Kindergarten | First Step Story 6, Titled by Children | 1 | \$6.51 | \$6.51 |
| SRA/McGraw Hill | Kindergarten | Kindergarten Overview Planner | 1 | \$13.50 | \$13.50 |
| SRA/McGraw Hill | Kindergarten | Pickled Peppers Kit (accompanies Sounds and Letters Kit) | 1 | \$62.16 | \$62.16 |
| SRA/McGraw Hill | Kindergarten | Pictures Tell Stories Kit | 1 | \$62.16 | \$62.16 |
| SRA/McGraw Hill | Kindergarten | Pocket Chart Kit | 1 | \$108.72 | \$108.72 |
| SRA/McGraw Hill | Kindergarten | School Kit | 1 | \$62.16 | \$62.16 |
| SRA/McGraw Hill | Kindergarten | Shadows Kit | 1 | \$62.16 | \$62.16 |
| SRA/McGraw Hill | Kindergarten | Sounds and Letters Kit (accompanies Pickled Peppers Kit) | 1 | \$402.21 | \$402.21 |
| SRA/McGraw Hill | Kindergarten | Stick To It Kit | 1 | \$62.16 | \$62.16 |
| SRA/McGraw Hill | Kindergarten | Willy the Wisher and Other Thinking Stories | 1 | \$38.19 | \$38.19 |
| SRA/McGraw Hill | Kindergarten | Wind Kit | 1 | \$62.16 | \$62.16 |
| SRA/McGraw Hill | Kindergarten | Reading Labs - OPTIONAL **See AcademyLink Purchase Order form** | 1 | | |
| SSEC | Kindergarten | C is for Citizenship | 1 | \$17.95 | \$17.95 |
| Zaner Bloser | Kindergarten | Desk Strips | 1 | \$20.99 | \$20.99 |
| Zaner Bloser | Kindergarten | Handwriting Helper Kit | 1 | \$119.99 | \$119.99 |
| Zaner Bloser | Kindergarten | Handwriting Paper Ream | 3 | \$5.99 | \$17.97 |
| Zaner Bloser | Kindergarten | Storywriting Paper 1/2 Ream | 3 | \$8.79 | \$26.37 |
| Zaner Bloser | Kindergarten | Wall Strip | 1 | \$25.99 | \$25.99 |
| Zaner Bloser | Kindergarten | Teacher's Edition, Practice Masters, and Poster Super Pak | 1 | N/C | |

**SUPPLY LIST
FURNITURE
KINDERGARTEN**



2000-2001 FURNITURE TABLES PER ROOM
24 Students Per Classroom

Kindergarten

| Ref. # | Item | Description | Amt. | Ordered By |
|--------|-------------------|-------------------------|------|------------|
| 1 | Teacher Desk | HON34961 Double Ped | 1 | NHA |
| 2 | Teacher Chair | HON 7901 Task Chair | 1 | NHA |
| 3 | 4-Drawer File | Hon 524 4 Drawer File | 1 | NHA |
| 5 | Tackboard 2x4 | Best Rite 311AC | 1 | Bouma |
| 6 | Tackboard 4x8 | Best Rite 311AH | 2 | Bouma |
| 7 | Markerboard 5x10 | Best Rite 202AL | 1 | Bouma |
| | Tack Strip 2x10 | 532K | 1 | Bouma |
| 18 | Trapezoid Table | Artco Bell 1291 24x48 | 10 | NHA |
| 19 | Kidney Table | Artco Bell 1275 48x72 | 1 | NHA |
| 10 | Small Chair | Artco Bell 7103 13 1/2" | 24 | NHA |
| 12 | Large Chair | Artco Bell 7107 17 1/2" | 1 | NHA |
| 8B | 3 shelf Bookshelf | Lee Metal 42" | 2 | NHA |
| | Flag Bracket | | 1 | Bouma |
| | Computer | | 1 | NHA Tech |
| | Waste Basket | Large & Small | 1 ea | Foremost |
| | Pencil Sharpener | | 1 | Bouma |
| | Clock | | 1 | Bouma |
| | Telephone | | 1 | Moss |