

Form, along with an appropriate Certification Form to complete and submit to the Human Resources Department so that your request for FMLA leave can be evaluated. (See Section I.)

When leave is foreseeable for childbirth or placement of a child, or for planned medical treatment due to the serious health condition of an employee or family member or due to a covered service member's serious injury or illness, the employee must provide FLACS with at least 30 days advance notice, or such shorter notice as is practicable (i.e., the same day if the employee becomes aware of the need for leave during work hours or the next business day if the employee becomes aware of the need for leave after work hours). Where the need for leave was foreseeable but the employee failed to provide 30 days advance notice, the employee may be asked to submit an explanation in writing for the omission.

When leave is foreseeable due to a qualifying exigency arising from a family member's call to active duty, the employee must provide as much notice as is practicable (i.e., within 1 or 2 business days of learning of the need for the leave), regardless of how far in advance such leave is foreseeable.

When the timing of the leave is not foreseeable, the employee must provide FLACS with notice of the need for leave as soon as practicable (i.e., within 1 or 2 business days of learning of the need for the leave).

An employee must comply with FLACS' usual procedures for requesting time off or leave, except when unusual circumstances exist (i.e., when the employee or family member needs emergency medical treatment).

Notice of Eligibility and Designation of Leave Procedure

FLACS will notify the employee requesting leave whether s/he is eligible for FMLA leave (see Notice of Eligibility and Rights and Responsibilities form). If the employee is eligible, the notice will indicate any additional information required and describe the employee's rights and responsibilities. If the employee is not eligible, FLACS will provide a reason for the ineligibility.

Upon provision of sufficient information, FLACS will notify the employee that leave has been designated as FMLA leave and the amount of leave to be counted against the employee's leave entitlement (see Designation Notice form). FLACS will also notify the employee if the leave is not designated as FMLA leave due to insufficient information or a non-qualifying reason. FLACS may provisionally designate the employee's leave, at the outset, as FMLA leave, subject to submission of sufficient information. If the employee has not notified FLACS of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify Human Resources within 2 business days of the employee's return to work that the leave was for an FMLA reason.

I. Required Certifications

An employee will be required to submit a Certification Form from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition, or for a service member relative's serious injury or illness. Similarly, where leave is requested because of exigent circumstances arising from the employee's spouse, son, daughter or parent's call to active duty in support of a contingency operation, the employee will need to submit a completed Certification Form. Medical Certification and Exigent Circumstances Forms are available from Human Resources

Department. Employees have 15 days from receipt to return the Certification Form to Human Resources. It is the employee's obligation to have his/her healthcare provider provide sufficient information for FLACS to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, FLACS ask that you and your physicians not provide any genetic information when responding to any FMLA request for medical information, such as in the healthcare Certification response from a physician. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Following review of the FMLA-leave request by the Human Resources Department, a Designation Notice will be issued and, among other things, will indicate that a Fitness for Duty Certification will be required for the employee's release to work including an assessment of the employee's ability to perform essential job functions.

If the Medical Certification or Exigent Circumstances Leave Form is incomplete, ambiguous, or insufficient, FLACS will advise you in writing as to what additional information is needed and will give you additional time (not less than seven calendar days) to complete and return the form. If the employee notifies FLACS within the 7-day calendar period that, despite diligent, good faith efforts on his/her part, s/he was unable to obtain the additional information, the employee will be afforded a reasonable period of additional time to resubmit the Certification.

Re-certifications and Updates

FLACS may require the employee to submit subsequent re-certifications depending on the duration stated in the Certification, but not more frequently than every 30 days, except under certain circumstances provided by law. FLACS may also request a recertification every six (6) months in connection with an absence by the employee due to a medical condition.

During FMLA leave, the employee must provide FLACS with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide FLACS with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If the employee gives FLACS notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

Contacting Your Healthcare Provider

FLACS' Human Resources Department may contact an employee's healthcare provider directly to get clarification and authentication of a medical certification. If an employee chooses not to provide FLACS with a HIPAA-authorized release allowing FLACS to clarify the Certification with your healthcare

provider, and the employee does not otherwise clarify the Certification, the Employer may deny FMLA leave if the Certification is unclear. In addition, FLACS may require the employee to obtain a second opinion by an independent FLACS designated provider at FLACS' expense. If the initial and second Certifications differ, FLACS may, at its expense, require the employee to obtain a third, final and binding Certification from a jointly selected health care provider.

FLACS reserves the right to obtain other documentation in accordance with law to substantiate an employee's request for leave.

Fitness for Duty Certifications

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee will be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work and addressing the employee's ability to perform the essential functions of the job.

An employee's failure to comply with FLACS' leave policies/procedures, including those related to FMLA leave requests, can result in the delay or denial of the employee's request for leave, including FMLA leave, and may subject the employee to discipline up to and including discharge in conformity with FLACS' policies/practices.

J. Maintenance of Health Benefits

During FMLA leave an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work.

To the extent that an employee's FMLA leave is paid based on remaining vacation days, the employee's portion of health insurance premiums will be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums may be:

1. paid in accordance with FLACS' rules for leave without pay; and/or as
2. agreed to by FLACS and the employee.

If the employee's payment of health insurance premiums is more than 30 days late, FLACS may discontinue health insurance coverage upon notice to the employee.

An employee will not lose any benefits accrued prior to taking FMLA leave.

K. Return from FMLA Leave

Upon return from FMLA leave, FLACS will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms.

Limitations on Reinstatement

An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

FLACS reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of FLACS' employees employed within 75 miles of the worksite ("key employees") if such denial is necessary to prevent substantial and grievous economic injury to FLACS' operations.

Limitations on Reinstatement for Instructional Employees

The determination of how an instructional employee is to be restored to "an equivalent position" upon return from FMLA leave will be made on the basis of established school board policies and practices.

L. Failure to Return To Work Following FMLA Leave

If the employee does not return to work following the conclusion of FMLA leave, and does not request a leave extension and/or fails to satisfy FLACS' requirements for an extension of leave, the employee will be considered to have voluntarily resigned. FLACS may recover health insurance premiums that FLACS paid on behalf of the employee during any unpaid FMLA leave except that FLACS' share of such premiums may not be recovered if the employee fails to return to work because of: (i) the employee's or a family member's serious health condition; or (ii) a service member relative's serious injury or illness; or (iii) other circumstances beyond the employee's control. In such cases, FLACS may require the employee to provide medical Certification of the employee's, or the family member's, serious health condition, or the service member relative's serious injury or illness, or of the other circumstances.

M. Employee Rights/Enforcement

Any employee who feels his or her rights to FMLA leave have been improperly denied, restrained, violated or interfered with in any way may lodge a complaint with Human Resources or the Chief Operating Officer. The company will investigate and take appropriate remedial action. An employee may also file a complaint with the U.S. Department of Labor (www.wagehourdol.gov; 1-866-487-9243, TTY: 1-877-889-5267) or file a private legal action. Discrimination and retaliation against employees who exercise rights under the FMLA and this policy will not be tolerated and use of FMLA leave will not affect an employee's rights under any other law, policy, contract or collective bargaining agreement.

N. Additional Information

For further information or clarification about FMLA leave, please contact Human Resources.

APPENDIX C: NEW YORK PAID FAMILY LEAVE LAW POLICY

Beginning on January 1, 2018, the New York Paid Family Leave Law (“NYPFL”) provides eligible employees in New York with paid, job protected leave for certain family and medical reasons or to address certain qualifying exigencies arising out of the fact that the employee’s spouse, domestic partner, child or parent is on or has been called to active duty status as a member of the Armed Forces, National Guard or Reserves. New York paid family leave (“NYPFL”) benefits are funded by statutory employee payroll contributions, which are based on a percentage of the employee’s average weekly wage.

ELIGIBILITY

Employees who are regularly scheduled to work 20 or more hours per week will become eligible for NYPFL benefits after 26 consecutive work weeks of employment. Employees who are regularly scheduled to work fewer than 20 hours per week will become eligible for NYPFL benefits after the 175th day worked.

Approved vacation, sick, personal or other time away from work (except for a period of temporary disability under the New York Short Term Disability Law) is counted toward the 26-week or 175-day eligibility requirement, provided that the employee continues to make contributions to the cost of NYPFL benefits during that time.

COVERED REASONS FOR NYPFL

Eligible employees may take NYPFL for the following reasons:

- To bond with a newborn child within the first 52 weeks after the child’s birth;
- Placement of a child with the employee for adoption or foster care, and to bond with that child within the first 52 weeks after the placement;
- To care for a covered family member with a serious health condition as defined by law; and
- Qualifying exigencies arising out of an employee’s spouse, domestic partner, child or parent being on or called to active duty status as a member of the Armed Forces, National Guard, or Reserves.

Under the NYPFL, “covered family members” include an employee’s spouse or domestic partner, child (including a biological, adopted or foster child, step-child or child of a domestic partner, legal ward or one to whom the employee stands in loco parentis), parent (including a biological, adoptive or foster parent, step-parent, legal guardian, or one who stood in loco parentis to the employee as a child), parent-in-law, grandparent and grandchild.

HOW MUCH NYPFL MAY BE TAKEN

Eligible employees shall be provided with NYPFL for any of the above-mentioned covered reason(s) according to the following schedule:

- Beginning January 1, 2018, up to eight (8) work weeks of NYPFL in a 52-week period at a benefit rate of 50% of the employee’s average weekly wage, up to a cap set by the state;

- Beginning January 1, 2019, up to 10 work weeks of NYPFL in a 52-week period at a benefit rate of 55% of the employee's average weekly wage, up to a cap set by the state;
- Beginning January 1, 2020, up to 10 work weeks of NYPFL in a 52-week period at a benefit rate of 60% of the employee's average weekly wage, up to a cap set by the state;
- Beginning January 1, 2021 and going forward, up to 12 work weeks of NYPFL in a 52-week period at 67% of the employee's average weekly wage, up to a cap set by the state.

The 52-week period is a rolling 52 consecutive week period measured backward from the date an employee seeks to use any NYPFL. Employees may take NYPFL in either weekly increments or intermittently in increments of one full day (based on the employee's usual work day). NYPFL benefits are paid directly by the Company's NYPFL carrier.

Leave to bond with a newborn or a newly adopted or placed child must conclude within 52 weeks after the birth, adoption or placement of the child. In the case of multiple family members employed by the Company, only one employee at a time shall be permitted to take NYPFL during a given period to care for the same covered family member with a serious health condition or to bond with a newborn or newly adopted or placed child.

REQUESTING NYPFL AND REQUIRED DOCUMENTATION

When the need for NYPFL is foreseeable, the employee must provide the Company with at least 30 days' advance notice. Foreseeable qualifying events include an expected birth, adoption or foster care placement; planned medical treatment for a covered family member; or a known military exigency. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If an employee takes NYPFL intermittently, s/he must provide notice to the Company as soon as is practicable before each day of leave.

To request NYPFL, employees should contact the Human Resources Department for the appropriate claim forms, which the employee must complete and submit, along with appropriate supporting documentation, to the Company's NYPFL carrier. No benefit shall be paid by the carrier until a completed request for NYPFL, together with any necessary certifications and/or documentation, have been submitted to the carrier. The carrier will notify the employee requesting NYPFL whether the claim has been approved or denied.

RETURN TO WORK

Upon return from NYPFL, the Company will restore the employee to the same position the employee held before the leave or a comparable position with comparable pay, benefits and other terms and conditions of employment, subject to limitations on reinstatement set forth by law. If an employee does not return to work following the conclusion of a designated period of NYPFL and does not request a leave extension, the employee may be considered to have voluntarily resigned.

MAINTENANCE OF HEALTH BENEFITS

During NYPFL, an employee is entitled to continue health benefits under the same conditions as if the employee had continued to work. However, an employee's failure to pay his or her portion of any required premium may result in the cancellation of benefits during the NYPFL period.

COORDINATION OF NYPFL AND OTHER LEAVE

If an employee's request for leave qualifies under both the NYPFL and the Federal Family and Medical Leave Act ("FMLA"), the leave will run concurrently and will count toward an employee's total available leave under both laws. Where NYPFL and FMLA leave run concurrently and the employee has available qualifying paid time off, the Company may require the employee to substitute any qualifying paid time off and receive the employee's regular weekly wage during the concurrent leave period. In all other cases, an employee may elect to use available qualifying paid time off concurrently with NYPFL and receive his or her regular weekly wage during the leave period, or to not charge his or her qualifying paid time off and receive only NYPFL benefits during the leave period. "Qualifying paid time off" is leave that would otherwise be available to the employee for the purpose for which NYPFL is taken (e.g., vacation, personal leave, sick leave that may be used to care for a covered family member with a serious health condition). The substitution of qualifying paid time off does not extend the total NYPFL and/or FMLA benefit available to the employee.

Leave associated with an employee's own illness, injury or medical condition is not covered by the NYPFL, but may be covered by short term disability or workers' compensation, depending on the circumstances. Eligible employees may receive up to a combined total of 26 weeks of New York State short-term disability and NYPFL benefits during a 52-consecutive calendar week period.

For questions regarding eligibility for, or coordination of, leave benefits, please contact the Human Resources Department.

ANTI-DISCRIMINATION AND RETALIATION

FLACS prohibits discrimination and retaliation against employees who exercise or attempt to exercise their rights under the NYPFL and this policy. Employees who have experienced or become aware of conduct in violation of this policy (whistleblowers) should immediately report such conduct to the Human Resources Department who will investigate the matter and take appropriate remedial action.

Response 13a - Partner Information

Contact Information

Name: Susan Rivera Leon
Position: Chief Executive Officer
Address: [REDACTED]
Phone Number: [REDACTED]
E-mail: [REDACTED]

Description of Partner's Organizational Mission

The mission of the Latino Pastoral Action Center (LPAC) is to educate, equip and empower Latino and other urban churches to develop holistic ministries. LPAC has a goal to strengthen the four pillars of community life, which it defines as families, community-based organizations, congregations, and schools. LPAC works to strengthen three of these through its direct services. Through its partnership with FLACS, it helps support community-based schools.

The Nature and Purpose of the Relationship

LPAC's founder and president, Reverend Rivera, is also the founder and visionary of FLACS and its schools. LPAC is the community sponsor for all FLACS schools. The two organizations are distinct and separate, but share a common mission of supporting and strengthening the local community. LPAC provides direct services to families through offering an after-school homework help and recreational program in each of the FLACS schools, and a summer camp at the FLACS I site. LPAC also offers direct support services to the community at large, and especially FLACS families, such as mentoring programs, fatherhood programs, and connections to other community resources. LPAC is a support to FLACS in the student recruitment process and in establishing positive ties between FLACS schools and the community. LPAC representatives sit on the board of trustees; though as per the board by-laws will not represent a majority on the board. LPAC works to help ensure that the FLACS schools remain committed to the original vision and mission of serving all children in the South Bronx. Because of this ongoing nature of the relationship between FLACS and LPAC, no additional due diligence was done at this time.

Any Contract or Monetary Arrangements

The building at 316 East 165th Street is owned by CG Educational Holding Corporation (CG), a 501(c)(25) not-for-profit real estate holding company organized and controlled by LPAC. CG will pass through the mortgage payments (and any directly related incidental expenses) on the facility to FLACS as rent with no margin to CG itself.

Names of the Board Members Affiliated with LPAC

The names of the board members who are or have been affiliated with LPAC in some capacity are:

- Reverend Raymond Rivera, Founder and President
- Susana Rivera-Leon, Chief Executive Officer
- Kevin Kearns, Chief Financial Officer
- Bryan Rivera, Former Board Member

Evidence of the Organization's Ability to do Business in New York

960624000612

CERTIFICATE OF INCORPORATION

OF

LATINO PASTORAL ACTION CENTER, INC.

Under Section 402 of the Not-for-Profit Corporation Law

THE UNDERSIGNED, natural persons at least eighteen years of age, for the purpose of forming a corporation (the "Corporation") under the Not-for Profit Corporation Law of the State of New York, hereby certify as follows:

1. The name of the Corporation is Latino Pastoral Action Center, Inc.
2. The Corporation is a corporation as defined in subparagraph (a) (5) of Section 102 of the Not-for-Profit Corporation Law of the State of New York; it is a Type B corporation under Section 201 of that Law, and the purposes for which it is formed are as follows:
 - (1) To obtain money or property by gift bequest or devised and to invest and reinvest the same, and to apply the income and principal thereof, as the Board of Directors may from time to time determine, either directly (as described below) or through contributions to any charitable organization or organizations, exclusively for charitable and educational purposes, and to engage in any and all lawful activities incidental thereto except as restricted herein.
 - (2) To utilize the Latino church infrastructure and other existing community organizations to provide technical and programmatic assistance and training to, and increase the cultural awareness of, members of the Latino community to develop leadership and/or unity within the Latino community and increase the general welfare of the Latino community.
 - (3) To plan and implement programs to expand the housing available to residents of the Latino community and to halt physical and economic deterioration.
 - (4) To aid, support, foster, advise and cooperate with Latino church-based organizations and other organizations present in the Latino community to bring about increased coordination, efficiency, visibility and impact to such organizations.

Nothing herein shall be construed as authorizing the Corporation to undertake or carry on any of the activities set forth in [paragraphs (b)-(v)] of Section 404 of the Not-for-Profit Corporation Law or Section 480-a of the Social Services Law of the State of New York. Unless the requisite approval of the Board of Regents of the State of New York shall have been obtained, nothing contained in this Certificate of Incorporation shall authorize or empower the Corporation (i) to perform or engage in any act or practice described in Section 6506 (3), Section 6521 or Article 159 of the Education Law for which approval is required by the Board of Regents or (ii) to operate a secondary school or

institution of higher education or a library, a museum, a historical society or an educational television station. In furtherance of its corporate purposes, the Corporation shall have all general powers enumerated in Section 202 of the Not-for-Profit Corporation Law, together with the power to solicit grants and contributions for corporate purposes. No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, director or officer of the Corporation or any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. no substantial part of the activities of the Corporation shall be carrying on propaganda or otherwise attempting to influence legislation (except as otherwise provided by Section 501 (h) of the Internal Revenue Code of 1986, as now in effect or as it hereafter may be amended) and the Corporation shall not participate or intervene (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office.

The term "charitable organization", as used in this Certificate, shall include only a corporation, trust, community chest, fund or foundation which is organized and

operated exclusively for religious, charitable, literary or educational purposes and which otherwise qualifies as an organization described in Section 501 (c) (3) of the Internal Revenue Code of 1986, as now in effect or as it may hereafter be amended.

The Corporation shall not directly or indirectly carry on any activity which would prevent it from obtaining exemption from Federal income taxation as a corporation described in Section 501 (c) (3) of the Internal Revenue Code of 1986, as now in effect or as it may hereafter be amended, or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1986, as now in effect or as it may hereafter be amended.

3. The principal office of the Corporation is to be located in the County of New York, in the State of New York.

4. The names and addresses of the initial directors of the Corporation are as follows:

Name/Address

Raymond Rivera
LPAC Urban Ministry Complex
14 West 170th Street
Bronx, NY 10452

David Traverso
[REDACTED]

Wilfredo Laboy
[REDACTED]

David Anglada
[REDACTED]

Olga Torres-Simpson
[REDACTED]

Printed Name/Signature

Raymond Rivera
Raymond Rivera

David Traverso
David Traverso

Wilfredo Laboy
Wilfredo Laboy

David Anglada
David Anglada

Olga Torres-Simpson
Olga Torres-Simpson

5. The Corporation hereby designates the Secretary of State of the State of New York as its agent for the purpose of receiving process against the Corporation. The

address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon him is:

Latino Pastoral Action Center
14 West 170th Street
Bronx, NY 10452
[REDACTED]

6. Upon dissolution of the Corporation for any reason, all assets and property held by it, after payment of all its liabilities, shall be transferred to such other charitable organization or organizations as the Board of Directors may determine, with the approval of a Justice of the Supreme Court of the State of New York, to be administered or used in such manner as will best accomplish the general purposes of the Corporation. In no event shall any of such assets or property be distributed to any member, trustee, officer of the Corporation or any private individual or shareholder of the Corporation.

Proposal for Family Life Academy Charter School IV
Response 13 - Partner Organizations

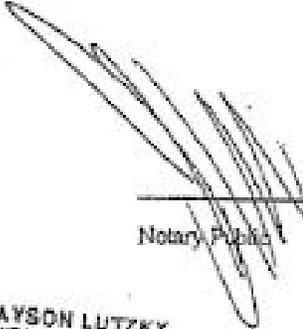
Incorporator is eighteen (18) year of age or older.

IN WITNESS WHEREOF, this certificate has been signed by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Incorporator Raymond Rivera

Raymond Rivera, 14 West 170th Street, Bronx, NY 10461

this 20 day of June 1996.



Notary Public

JAYSON LUTZKY
NOTARY PUBLIC STATE OF NEW YORK
No. 31-4788700
Qualified in Westchester
County
Commission Expires August 31, 1997

JAYSON LUTZKY
NOTARY PUBLIC STATE OF NEW YORK
No. 31-4788700
Qualified in Westchester
County
Commission Expires August 31, 1997

5

Affidavit Authorizing Incorporation of an Unincorporated Association

STATE OF NEW YORK
COUNTY OF BRONX

Raymond Rivera being duly sworn, deposes and says:
14 West 170th Street, Bronx, NY 10452

That he is the subscriber to the foregoing Certificate of Incorporation of the Latino Pastoral Action Center. The Certificate of Incorporation of an existing unincorporated association. The subscriber of such Certificate of Incorporation is a member of the Latino Pastoral Action Center, an unincorporated association.

That the purposes set forth in said Certificate of Incorporation are the same as those of the said unincorporated association.

I am the sole subscriber to said Certificate of Incorporation and have been duly authorized as a committee of one to incorporate the said unincorporation.

Raymond Rivera

Raymond Rivera, 14 West 170th Street
Bronx, NY 10451

Sworn to and before this day

June 20, 1996

Notary Public

6
RAYSON LUTZKY
NOTARY PUBLIC STATE OF NEW YORK
No. 31-4795700
Qualified in Westchester
County
Commission Expires August 31, 1997

Proposal for Family Life Academy Charter School IV
Response 13 - Partner Organizations

State of New York }
Department of State }

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

JUN 26 1996



A handwritten signature in cursive script, appearing to read "J. Clark", is written over a horizontal line.

Special Deputy Secretary of State

Response 13b - Partner Commitment

Attached is a letter of commitment from the Latino Pastoral Action Center.



Rev. Dr. Raymond Rivera
Founder & President

January 9, 2019

Board of Trustees SUNY Charter Schools Institute
SUNY Plaza
353 Broadway
Albany, N.Y. 2246

Dear Board of Trustees,

The Latino Pastoral Action Center is the community sponsor and partner organization of Family Life Academy Charter Schools. We are committed to supporting the establishment of FLACS IV. We look forward to providing supportive services to the children and families of this school. We will also maximize and leverage the relationships of our vast network of community-based organizations, faith-based organizations, and churches that will ensure that this school is an integral part of the community it intends to service. Our support of FLACS IV in no way diminishes the support that we will continue to provide for the existing FLACS schools.

In peace and freedom,

Raymond Rivera

President and Founder

Response 14a - Board Members

Recruiting and Selecting Board Members

As a replication, FLACS IV will be governed by the existing FLACS board. The board currently has 16 voting members and 5 non-voting members, and one additional voting and non-voting member are proposed for the board. Other than because of normal attrition of board members and the nomination of new Parent Association (PA) members each year, it is not anticipated that the board will need to seek new members prior to the opening of FLACS IV. One of the ad hoc committees of the board is the nominating committee. This committee is tasked with reviewing potential board members and then nominating those that who would be add value to the board of trustees and serve the interests of FLACS. Table 14-1 below lists the current membership of the FLACS board.

Table 14-1: Current Family Life Academy Charter Schools Board Membership						
	Trustee Name	Position on the Board (Officer or Constituent Representative)	Committee Affiliations (If Any)	Expertise and/or Role at School	Voting	Ex-Officio
1.	Miguel Peña	Chair	CEO Evaluation	Parental Involvement	Yes	No
2.	Susana Rivera Leon	Vice-Chair	Accountability, Nominating, New Facilities	LPAC CEO, Executive Leadership	Yes	No
3.	Hilda Sanchez	Secretary	Accountability, Finance, CEO Evaluation	Education	Yes	No
4.	Pedro Alvarez	Treasurer	Finance, New Facilities	Finance	Yes	No
5.	Florence Wolpoff	None	Accountability, CEO Evaluation	Education	Yes	No
6.	Bryan Rivera	None	Finance, Nominating, Fundraising	Community Relations	Yes	No
7.	Dr. Janet Lerner	None	Nominating	Social Work	Yes	No
8.	Marvin Dutton	None	Finance	Finance	Yes	No
9.	Rev. Raymond Rivera	None	Nominating, Fundraising, New Facilities	LPAC President	Yes	No
10.	Kevin Kearns	None	New Facilities	Finance and Facilities	Yes	No
11.	Wanda Torres Mercado	None	Fundraising	Program Development	Yes	No
12.	Joseph Holland	None	Finance	Law and Real Estate	Yes	No
13.	Kelly Nuñez	None	Fundraising	PA President FLACS I	Yes	Yes
14.	Raphael McDonald	None	None	PA President FLACS II Elem.	Yes	Yes
15.	Marina Salazar	None	None	PA President FLACS II MS	Yes	Yes

Proposal for Family Life Academy Charter School IV
Response 14 - Governance

16.	Jorge Torres	None	None	PA President FLACS III	Yes	Yes
17.	TBD	None	None	PA President FLACS IV	Yes	Yes
NV	Evelyn Centeno	None	None	FLACS I Principal	No	Yes
NV	Kathy Ortiz	None	None	FLACS II Elementary Principal	No	Yes
NV	Michael Adler	None	None	FLACS II MS Principal	No	Yes
NV	Andrea Hernandez	None	None	FLACS III Principal	No	Yes
NV	TBD	None	None	FLACS IV Principal	No	Yes
NV	Francisco Lugovina	Chairman Emeritus	CEO Evaluation	Chairman Emeritus	No	Yes

Because this board is already formed and governing the other FLACS schools, there will be new elections for officers and committees before the school opens.

Response 14b - Education Corporation Board Roles and Responsibilities

The board of trustees is the policy-making body of FLACS. Their primary role is to:

- Select and hire the chief executive officer and school principals;
- Monitor school and network academic performance;
- Monitor school and network fiscal performance; and:
- Evaluate the CEO and school principals and holding them accountable for achievement of the school’s mission and goals.

The board hires the CEO. Together with the CEO, the board hires school principals. In turn, the CEO hires the rest of the network staff and is responsible for their performance; the principals hire school staff and are responsible for their performance. The board oversees the annual evaluation of the CEO and principals.

At every meeting, the board monitors academic performance of all schools, which is provided to the board by the network data specialist. The board ensures that each school is on track to meet their accountability goals by the end of the year. In addition, one of the standing committees is the Accountability Committee. At every meeting the board monitors the fiscal performance of the school. This information is provided by the Finance Committee who meet in advance of every meeting.

Response 14c - Education Corporation Board Design

Number of Trustees

FLACS IV will have the same governance structure as all other schools in the FLACS network. All FLACS schools operate under one consolidated board of trustees as part of one corporation that oversees the total operation of each school. The consolidated FLACS board of trustees may have as few as 7 and as

many as 21 voting members according to its by-laws. The rationale behind this size is to include representatives a diversity of expertise in the board members. Current membership includes accountants, lawyers, educators, parents, and local residents and merchants; in some cases individuals have multiple areas of identification. The PA president of each school also serves on the board; this design is intended to ensure there is always parent voice on the board.

Officer Positions

There are four officer positions in the board: Chair, Vice-Chair, Secretary and Treasurer. The Chair has the general responsibility for organizing and leading the board's oversight of the affairs of the FLACS Schools and the network administrative team. The Chair moderates FLACS board meetings is an ex-officio member of all committees. The Vice-Chair performs all the duties prescribed to the Chair should the Chair be absent or unable to perform the respective duties. The Secretary keeps a record at the FLACS network offices of all board proceedings; keeps on file all committee and officer's reports; keeps the FLACS official roll and shall call the roll when necessary; produces minutes of regular meetings and make minutes and records available to trustees upon request; and furnishes officers with whatever documents are required for the performance of their duties. The Treasurer, with the support of the network finance office, ensures detailed records are kept of all FLACS properties, receipts and disbursements, make the accounting books available for inspection by trustees upon request, render to the Chair and Board, an accounting of FLACS's financial transactions and condition at least once per fiscal year and as requested; and prepares reports on financial issues required by an agreement on loans.

Ex-Officio Members

The PA president of each school is an ex-officio voting member of the board. The school principals attend board meetings as ex-officio non-voting members.

Standing and Ad Hoc Committees

There are three standing committees that have the full authority of the board: Executive, Accountability, and Finance. The Executive Committee is responsible for planning board meeting agendas, serving as a communication link with the other board members, assessing the charter school's short and long term needs, presenting a strategic plan to the board, participating in negotiations and issues, participating and facilitating in expulsion hearings, and participating in the student, personnel and parent Grievance Process. The Accountability Committee will participate in a collaborative decision making process related to the instructional programs and materials; review student achievement; review and monitor the professional development plan and school strategic plan; review the status of certified teachers and teacher assistance; conduct regular walk-through of the schools; and provide reports to board as needed. The Finance Committee manages the financial well-being of the organization and reviews all financial agreements and contracts.

There are also several ad hoc committees. Currently these include the Nominating committee, the CEO Evaluation committee, the New Facilities committee, and the Fundraising committee. Other committees may be formed as the need arises.

Delegation of Authority

The Board delegates the day-to-day decision making for the organization to the CEO. They delegate day-to-day fiscal monitoring, contracts and compliance to the CFO.

Information to be Received from Other Bodies

The board receives information from the school leadership and staff on a constant basis. The board receives fiscal, audit and compliance information from the CFO. The board receives academic data from the network data specialists. Network and school staff and principals report on aspects of their curricular programs at board meetings.

Frequency of Board and Committee Meetings

The board meets monthly; some of these sessions may be board retreats or trainings. At times it may be necessary to add additional meetings. The Finance Committee meets in advance of every full Board meeting. The Accountability Committee meets at least three times a year, but may meet more often. The Executive Committee meets at least three times year.

The frequency of ad hoc committees will depend on need. For example, the CEO evaluation committee might only meet once a year; the Nominating Committee would meet whenever there is the need for a new member to join the board.

Procedures for Publicizing and Conducting Monthly School Board Meetings

In accordance with the Act and the NY Open Meetings Law, FLACS publicizes its Board Meetings and ensures that they are open to public. The meetings are publicized on the FLACS website and are sent home to parents in the school's monthly calendar.

Trustee Recruitment and Selection Process and Criteria

The Nomination Committee, which consists of at least three members, identifies and reaches out to potential candidates for the board. The committee also accepts recommendations from the other board members. Potential trustees submit resumes to the committee for review and discussion. The resumes are reviewed by the committee. The nominating committee will invite candidates in for an interview conversation. During this time, the committee determines whether the person would be a good addition to the board. Specifically, the board will look for someone who is committed to the FLACS mission and vision, and whose professional and personal skill-sets will provide a useful lens on the board. When the nominating committee determines that a candidate should be nominated to the board, they will share the rationale for selection with the entire board, who will vote to approve or deny the appointment.

New Trustee Orientation Process

The board has created a *New Board Member Handbook*, which includes information about the mission, vision, and key design elements of the schools, explains what the roles and responsibilities of board members are, and includes all of the board by-laws. This manual is reviewed in depth with the new Board member by one of the current members of the board.

Board/trustee Training and Development

From time to time, it is essential the board receive training and development in order to function effectively. In the past, FLACS has brought in outside consultants to provide training to the Board, scheduled Board retreats, and participated in board training from the NYC Charter School Center.

Response 14d - Stakeholder Participation

The president of the PA serves on the board. This ensures that there is always direct input on the governance of the school from an individual who reflects the interests of the current parent body. Other parents participate in the governance of the school through the PA, who meet monthly and whose voices can be amplified by the PA president's authority on board. Any parent may also attend the board meetings and make comments during the open comment portion of the meeting. Principals meet with parents to solicit feedback through dialogues, surveys and other means; this input is considered in school decision making.

Staff members are invited to attend all board meetings if they so wish. Staff may make comments during the open comment session of each board meeting. Principals meet with teachers to solicit feedback through dialogues, surveys and other means; this input is considered in school decision making.

Response 14e - By-Laws

Article I - Name and Location

Art. I Sec. 1

The name of this corporation shall be Family Life Academy Charter Schools (hereinafter "FLACS"). Its principal office shall be 14 West 170th Street, Bronx, NY 10452, or such other place as the Board of Trustees may select by resolution or amendment of these bylaws.

Article II - Purpose

Art. II Sec. 1

Family Life Academy Charter Schools, in partnership with the Latino Pastoral Action Center and parents, seeks to create the conditions for self-empowerment for all its K-8 students to achieve high academic standards, help them take responsibility for their own learning, and encourage them to explore and affirm human values. Like a family—and in partnership with the family—FLACS' schools will create a safe, nurturing, and dynamic environment where learning is engaging, meaningful, and joyful. All members of the schools' community will develop the knowledge, skills, and enthusiasm to continue learning throughout their lives, expand their understanding of what is possible for themselves and their world, and lead productive and satisfying lives.

Art. II Sec. 2

On March 31, 2014 the Amended and Restated Fourth Renewal Charter Agreement was executed between the Board of Trustees of the State University of New York and the Board of Trustees of Family Life Academy Charter School (the "Education Corporation") giving authority for the Charter School Education Corporation to operate multiple charter schools, or multiple sites for a single school, in the State as per Education Law 2853(1)(b-1).

As a result, the Family Life Academy Charter Schools Network was created to provide the leadership and support needed to ensure the best possible educational programs and services for the students in the FLACS Schools. A Chief Executive Officer appointed by the Board of Trustees shall be responsible to the Board of Trustees to (1) see that its policies, finances, and programs are properly executed, (2) to provide leadership and (3) to do such other things as may be directed by the Board in carrying out its duties and responsibilities under the law. The CEO and all members of the network's leadership and administrative team, will provide guidance, support and direction to ensure all the schools achieve the highest standard of excellence in all academic programs and systems of operations.

Article III -Board of Trustees

Art. III Sec. 1

The Board of Trustees of FLACS ("Board") shall be the policy-making body of FLACS and shall exercise the powers and authority granted under the law. The Board shall be subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the FLACS charters and these bylaws.

Art. III Sec. 2

The Board shall consist of no less than seven (7) and no greater than twenty-one (21) voting members, and shall fix the number by resolution or amendment of these bylaws.

Art. III Sec. 3

The Board shall elect individuals to serve as Trustees, who in its discretion will serve the interests of FLACS faithfully and effectively.

Art. III Sec. 4

Trustees shall serve without compensation; however, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting FLACS business.

Art. III Sec. 5

No more than 40% of the Trustees shall be interested persons. For the purpose of these bylaws, "interested persons" are individuals who are (1) being compensated by FLACS for services rendered to it within the previous 12 months or (2) a family member of any such person.

Art. III Sec. 6

Not more than 40% of the voting persons on the Board may be directors, officers, employees, agents or otherwise affiliated with any single entity (with the exception of FLACS or another charter school), regardless of whether said entity is affiliated or otherwise partnered with FLACS. For the purposes of the foregoing sentence, "single entity" shall mean any individual entity, as well as any and all related entities such as parents, subsidiaries, affiliates and partners. The Trustees, may, at their sole discretion, waive this restriction upon written request from FLACS.

Art. III Sec. 7

Where FLACS has engaged a not-for-profit educational service provider or other entity that provides comprehensive management services to FLACS pursuant to a contract between such entity and FLACS, no more than two (2) Trustees may be affiliated with such not-for-profit entity, or have immediate family members so affiliated, and no more than one (1) such Trustee's affiliation is as a director of such entity; provided, however, that in such case the following restrictions shall apply:

Art. III Sec. 7a

execution of the contract with the not-for-profit educational service provider or other entity shall constitute cause for removal of excess member(s) from the Board, and removal of such member(s) shall be effectuated by a vote of the Board, provided there is a quorum of the entire Board members present at the meeting;

Art. III Sec. 7b

such member(s) shall not hold the offices of Chairperson or Treasurer of the Board;

Art. III Sec. 7c

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

Art. III Sec. 7d

the number of Trustees on the Board shall not be less than eight (8) where two (2) Trustees are affiliated with the not-for-profit entity and not less than seven (7) where one (1) Trustee is affiliated with the not-for-profit entity.

Art. III Sec. 8

The Board shall elect the Trustees by vote of a majority of the Trustees in office—whether or not the number of Trustees is sufficient to constitute a quorum—or by the sole remaining Trustee.

Art. III Sec. 8a

The President of each FLACS school's Parents Association shall be an ex-officio voting member of the Board and shall serve until their successors are duly appointed or elected by the Parents Association.

Art. III Sec. 8b

The FLACS Principal of each school shall be an ex-officio non-voting member of the Board.

Art. III Sec. 9

The Board shall have the power to remove Trustees in accordance with the provisions of the Education Law and the Not-for-Profit Corporation Law.

Article IV - Trustees

Art. IV Sec. 1

The Trustees shall be divided into three (3) equal classes to serve one, two and three-year terms, respectively ("Classification Terms") so that thereafter, one-third of the Trustees' terms shall expire at the time of the Annual Meeting over the subsequent three years. All classes shall be as nearly equal in number as possible. Each Trustee elected after the expiration of a Classification Term shall hold office for a term of three years and until such Trustee's successor is duly appointed or elected. The assignment of any Board member to a particular class does not in any way restrict that Board member from participating fully in all Board activities and from serving additional terms.

Art. IV Sec. 2

The term of the Trustees shall begin on July 1st of a given year, and shall be elected by the Board at an Annual Meeting, a regular meeting designated for that purpose, or a special meeting called for that purpose.

Art. IV Sec. 2a

A Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the FLACS charter or bylaws, or other Board action.

Art. IV Sec. 2b

A Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the FLACS charter or bylaws, or other Board action.

Art. IV Sec. 3

The term of a Trustee elected to fill a Board vacancy begins on the date of said Trustee's election, and continues for (1) the balance of the unexpired term in the case of a vacancy created by the resignation, removal or death of a Trustee, or (2) the term specified by the Board in the case of a vacancy resulting

from the increase in the number of Trustees authorized, which term shall expire on July 1 of the current or next calendar year.

Art. IV Sec. 3a

A Board vacancy is deemed to occur on the effective date of a resignation of a Trustee, upon the removal of a Trustee, upon declaration of a vacancy pursuant to these bylaws, or upon a Trustee's death. A Board vacancy also is deemed to exist upon the increase by the authorized number of Trustees.

Art. IV Sec. 4

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation shall be 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.

Art. IV Sec. 5

Trustees have the right to inspect and copy all books, records and documents of every kind, and to inspect the physical properties of FLACS, provided that such inspection is conducted at a reasonable time and 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 federal, state or local law.

Art. IV Sec. 6

Trustees have a duty to maintain the confidentiality of Board actions that are not required by law to be open to the public, including discussions and votes that take place at any Executive Session. Any Trustee violating this confidence may be removed from the Board.

Art. IV Sec. 7

Trustees shall not be personally liable for FLACS debts, liabilities, or other obligations

Article V - Principals

Art. V Sec. 1

The Principal of each FLACS school shall be the chief educational officer of such school and shall have the general and active supervision and management of such school.

Art. V Sec. 2

The FLACS Principals shall, with respect to his or her school:

Art. V Sec. 2a

Have custody of school funds, receive income and receipts, and dispose or cause to be disposed of the same, but only to the extent and subject to such controls as may be established by the CFO/Board Finance Committee.

Art. V Sec. 2b

Keep a record of all receipts and disbursements of funds made by him or her in a manner and form satisfactory to the CFO/Board Finance Committee, and in keeping with good accounting practices.

Art. V Sec. 2c

Have supervision and control of each school's annual budget as approved by the Board.

Article VI - Network

Art. VI Sec. 1

The FLACS Network shall consist of a Network Leadership Team and a Network Administrative Team led by the Chief Executive Officer (CEO), who shall be responsible to the Board of Trustees.

Art. VI Sec. 2

The CEO shall oversee the instructional and administrative aspects of the current three schools.

Art. VI Sec. 2a

The CEO shall ensure uniformity of curricula and staff development in all the FLACS schools.

Art. VI Sec. 2b

The CEO shall oversee central-based administrative and operational functions; including developing and maintaining data warehouse and analysis systems.

Art. VI Sec. 2c

The CEO shall provide oversight of grant development and donor gifts to the schools.

Art. VI Sec. 3

For each FLACS school, the Director of Finance, in consultation with the respective FLACS school Principal, shall:

Art. VI Sec. 3a

On an annual basis, and in consultation with the COO and Board Finance Committee, prepare and present to the Board for its approval a proposed budget for the FLACS schools/network operations for the succeeding fiscal year.

Art. VI Sec. 3b

On an annual basis, prepare and present to the Board a full and detailed report, properly audited, of the receipt and disbursement of all funds, except the investment funds of FLACS, during the preceding fiscal year, together with such other financial reports as may from time to time be required by the Board.

Article VII - Duties of Officers

Art. VII Sec. 1

The Board Officers shall hold the following titles; Chair, Vice Chair, Secretary and Treasurer

Art. VII Sec. 2

The Chair shall have the general responsibility for organizing and leading the Board's oversight of the affairs of the FLACS Schools and the Network Central Administrative team, and such other powers and duties as the Board may prescribe. The Chair shall moderate FLACS Board meetings and be an ex-officio

member of all committees. The Chair shall be subject to the orders of the Board, and none of his or her acts shall conflict with actions taken by FLACS.

Art. VII Sec. 3

The Vice-Chair shall perform all the duties prescribed to the Chair should the Chair be absent or unable to perform the respective duties. In the event the Chair cannot perform his or her duties, the Vice-Chair shall carry out these duties until a new Chair is selected in a subsequent election. The Vice-Chair shall have other such powers and perform other such duties as the Board may prescribe.

Art. VII Sec. 4

The Secretary shall keep a record at the FLACS Network offices of all Board proceedings; shall keep on file all committee and officer's reports; shall keep the FLACS official roll and shall call the roll when necessary; shall produce minutes of regular meetings and make minutes and records available to Trustees upon request; shall furnish officers with whatever documents are required for the performance of their duties; shall maintain record book(s) on hand at every meeting; and in the absence of the Chair and Vice-Chair shall call the meeting to order and preside over them until the immediate election of a Chair pro tem. The Secretary shall have other such powers and perform other such duties as the Board may prescribe.

Art. VII Sec. 5

The Treasurer, with the support of the Office of Finance, shall ensure detailed records are kept of all FLACS properties, receipts and disbursements, make the accounting books available for inspection by Trustees upon request, render to the Chair and Board, an accounting of FLACS's financial transactions and condition at least once per fiscal year and as requested; and prepare reports on financial issues required by an agreement on loans. The Treasurer shall have other such powers and perform such other duties as the Board may prescribe.

Article VIII - Committees

Art. VIII Sec. 1

The Board may create committees for any purpose, and the Board Chair shall appoint members to and designate the committee chairs.

Art. VIII Sec. 1a

The Board may delegate to a committee any of the authority of the Board, except for election of Trustees, filling vacancies on the Board or committees, fixing Trustee compensation for serving on the Board, amendment or repeal of bylaws or the adoption of new bylaws, establishment of other Board committees and appointment of members thereto, and the amendment or repeal of any resolution of the Board.

Art. VIII Sec. 2

The Board of Trustees may appoint such Standing Committees and/or ad hoc committees as it thinks necessary for the effective governance of the school. The Standing Committees of FLACS shall be Executive, Finance and Accountability.

Art. VIII Sec. 2a

Standing Committees shall consist of no less than three (3) Trustees, and members shall serve at the pleasure of the Board Chair.

Art. VIII Sec. 2b

The Executive Committee of the Board of Trustees shall consist of the Board Chair, Vice Chair, Secretary and Treasurer. The Executive Committee shall be vested with the responsibility of ensuring effective decision making by the Board, including the following activities:

- Planning board meeting agendas:
- Serving as a communication link with the other board members
- Assessing the charter school's short and long term needs
- Presenting a strategic plan to the board.
- Hire and review the performance and annual compensation of the CEO
- Participate in negotiations and issues
- Participate and facilitate in Expulsion hearings
- Participate in Student, Personnel and Parent Grievance Process

Art. VIII Sec. 2c

The Finance Committee will consist of no less than three (3) Trustees, a majority of which shall have no affiliation with the Latino Pastoral Action Center (LPAC), and shall serve at the pleasure of the Board Chair.

Art. VIII Sec. 2c(1)

All financial agreements between LPAC and FLACS must be approved by the Board; including, but not limited to, the leasehold execution, renegotiation and enforcement thereof must be approved by the Finance Committee as a condition precedent to approval by the Board by majority vote.

Art. VIII Sec. 2c(2)

In the event that the Board Chair has any affiliation with LPAC, the Chair shall not have the power to remove unaffiliated members of the Finance Committee. Removal of such Trustees must be made by a vote of the Board.

Art. VIII Sec. 2d

The Accountability Committee will consist of no less than three (3) Trustees, a majority of which shall have a background in Educational Administration

Art. VIII Sec. 2d(1)

The Accountability Committee shall be vested with the responsibility of program planning, curriculum, professional development and fulfillment of the school's Accountability Plan. Specific responsibilities include:

- Create a Principal evaluation tool
- Together with the CEO conduct end of year evaluation of all Principals
- Participate in a collaborative decision making process related to the instructional programs and materials
- Review student achievement
- Review and monitor the professional development plan and school strategic plan
- Review the status of certified teachers and teacher assistance

- Conduct regular walk-through of the schools
- Provide reports to board as needed

Art VIII Sec. 3

All committees shall keep records of their actions and report such action to the Board at its next meeting

Art VIII Sec. 4

In case of an overlapping of jurisdictions among committees, the Board Chair shall settle the matter.

Article IX - Fiscal Management

Art. IX Sec. 1

The fiscal year of FLACS will begin on July 1 of each year and will end on June 30 of the following year.

Art. IX Sec. 2

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

Art. IX Sec. 3

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of FLACS must be signed by any two of the following: a Chair, Treasurer, CEO, COO, a FLACS Principal, or the Director of Human Resources. In all instances, two signatures are required.

Art. IX Sec. 4

The FLACS Network Director of Finance, in conjunction with the Finance Committee, shall present annually to the Board, for their approval, an audited balance sheet and statement of income and expenses, certified by an independent certified public accountant firm, prepared in accordance with generally accepted accounting practices.

Article X - Conflicts of Interest

Art X Sec. 1

The General Municipal Law defines prohibited conflicts of interest for school trustees, officers and employees. Under the General Municipal Law, no school officer or employee may have an interest, direct or indirect, in any contract with the School, when such trustee, officer or employee, individually or as a member of the Board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract, or authorize or approve payment under the contract; (b) audit bills or claims under the contract; or (c) appoint an officer or employee who has any of the powers or duties set forth above. No Treasurer may have an interest, direct or indirect, in a bank or trust company designated as a depository or paying agent or for investment of funds of his/her school. This, however, does not preclude payment of lawful compensation and necessary expenses of a school employee in one or more public offices or positions of employment, the holding of which is not prohibited by law.

Art. X Sec. 2

The General Municipal Law enumerates a number of exceptions to its general rule prohibiting conflicts. Specifically, the statute provides that its prohibitions on conflict of interest do NOT apply to:

Art. X Sec. 2a

The General Municipal Law enumerates a number of exceptions to its general rule prohibiting conflicts. Specifically, the statute provides that its prohibitions on conflict of interest do NOT apply to:

Art. X, Sec. 2b

A contract with a person, firm, corporation or association in which a municipal officer or employee has an interest which is prohibited solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract;

Art. X, Sec. 2c

The designation of a newspaper, including but not limited to an official newspaper, for the publication of any notice, resolution, ordinance or other proceeding where such publication is required or authorized by law;

Art. X, Sec. 2d

The purchase by a municipality of real property or an interest therein, provided the purchase and the consideration therefore is approved by order of the supreme court upon petition of the governing board;

Art. X, Sec. 2e

The acquisition of real property or an interest therein, through condemnation proceedings according to law;

Art. X, Sec. 2f

A contract with a membership corporation or other voluntary non-profit corporation or association;

Art. X, Sec. 2g

The sale of lands and notes pursuant to Section 60.10 of the local finance law;

Art. X, Sec. 2h

A contract in which an officer or employee has an interest if such contract was entered into prior to the time he/she was elected or appointed as such officer or employee, but this does not authorize a renewal of any such contract;

Art. X, Sec. 2i

Employment of a licensed physician as school physician for a school upon authorization by a two-thirds vote of the board of trustees;

Art. X, Sec. 2j

A contract with a corporation in which an officer or employee has an interest by reason of stockholdings when less than five percent of the outstanding stock of the corporation is owned or controlled directly or indirectly by such officer or employee;

Art. X, Sec. 2k

A contract for the furnishing of public utility services when the rates or charges therefore are fixed or regulated by the public service commission;

Art. X, Sec. 2l

A contract for the payment of a reasonable rental of a room or rooms owned or leased by an officer or employee when the same are used in the performance of his/her official duties and are so designated as an office;

Art. X, Sec. 2m

A contract for the payment of a portion of the compensation of a private employee of an officer when such employee performs part-time service in the official duties of the office;

Art. X, Sec. 2n

A contract in which a school officer or employee has an interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under contracts in which such person had an interest during the fiscal year, does not exceed the sum of seven hundred and fifty dollars;

Art. X, Sec. 2o

A contract with a member of private industry council established in accordance with the federal job training partnership act or any firm, corporation or association in which such member holds an interest, provided the member discloses such interest to the council and the member does not vote on the contract.

Art. X Sec. 3

In addition, the law clearly states that a trustee, officer or employee may not:

Art. X, Sec. 3a

Directly or indirectly, solicit any gift, or accept or receive any gift having a value of \$75 or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing, or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to or could reasonably be expected to influence him/her in the performance of his/her official duties, or was intended as a reward for any official action on his/her part;

Art. X, Sec. 3b

Disclose confidential information acquired in the course of his/her official duties or use such information to further his/her personal interests;

Art. X, Sec. 3c

Receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board; or

Art. X, Sec. 3d

Receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board whereby the compensation is to be dependent or contingent upon any action by the agency. This does not prohibit the fixing of fees based upon the reasonable value of services rendered.

Art. X Sec. 4

Any contract willfully entered into by or with a school in which there is a prohibited interest is void and unenforceable. In addition, any trustee, officer or employee who willfully and knowingly violates the foregoing provisions shall be guilty of a misdemeanor.

Art. X Sec. 5

It should be noted that competitive bidding does not cure the prohibition against having any interest in a contract when the trustee, officer or the employee has the power to approve the contract.

Art. X Sec. 6

The law further authorizes, in addition to any other penalty imposed, that any person who knowingly and intentionally violates the above may be fined, suspended, or removed from office or employment in the manner provided by law.

Art. X Sec. 7

The Legislature has also enacted various disclosure requirements, in an effort to protect the public and to publicize conflicts of interest, so that both the public and the governing body might take appropriate account of any personal interests in assessing the public benefit of a personal transaction.

Art. X Sec. 8

Any trustee, officer or employee who has, will have, or later acquires an interest in any actual or proposed contract with the Board must publicly disclose the nature and extent of such interest in writing to the Board as soon as he/she has knowledge of it.

Art. X Sec. 9

Although certain interests may not be expressly prohibited by law, they are still subject to disclosure requirements. Legal counsel should be sought concerning any question regarding disclosure of specific items.

Art. X Sec. 10

The law requires that written disclosure be made part of and set forth in the minutes of the Board. Once made, no further disclosures with respect to additional contracts with the same party during the remainder of the fiscal year need be made.

Article XI - Indemnification of Corporate Agents and Insurance

Art. XI Sec. 1

FLACS 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 Trustees, Officers, and agents of FLACS against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees.

Art. XI Sec. 1a

In accordance with Section 726 of the Not-for-Profit Corporation Law, FLACS shall prescribe and maintain insurance to indemnify Trustees and officers of FLACS, on any terms and conditions set forth in a resolution of the Board.

Article XII - Self-Dealing Transactions

Art. XII Sec. 1

Neither FLACS nor the Board shall engage in any self-dealing transactions, except as approved by the Board. "Self-Dealing transaction" is a transaction to which FLACS is a party and in which one or more of the Trustees have material financial interest ("Interest Trustee"). Notwithstanding, the following is not a self-dealing transaction, and is subject to the Board's general standard of care: A transaction that is part of a public or charitable program of FLACS, if the transaction (a) is approved or authorized by the Board in good faith and determined by the Board to be in the best interest of FLACS 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 XIII - Parliamentary Authority

Art. XIII Sec. 1

Whenever any provision of these bylaws is in conflict with the provisions of the charter, the provisions of the charter shall control.

Art. XIII Sec. 2

The rules contained in the most current edition of Robert's Rules of Order, shall govern FLACS in any parliamentary question in which they are applicable and are not consistent with the charter, these bylaws and any special rules of order FLACS may adopt.

Article XIV - Amendment of Bylaws

Art. XIV Sec. 1

These bylaws may be amended at any FLACS regular meeting by a majority vote of those present, provided the amendment is submitted in writing at the previous regular meeting, and that no bylaws provision by which more than a majority vote shall be required for any specified action by the Trustees shall be amended, suspended or repealed by a smaller vote than that required for action thereunder, and further provided that such material changes must be approved by the SUNY Trustees or their designee.

Response 14f - Code of Ethics

The Board of Trustees recognizes that sound, ethical standards of conduct serve to increase the effectiveness of school board trustees and their staff as educational leaders in their community. Actions based on an ethical code of conduct promote public confidence and the attainment of school goals. The Board also recognizes its obligation under the General Municipal Law to adopt a code of ethics consistent with the provisions of the General Municipal Law, setting forth the standards of conduct required of all school trustees, officers and employees.

Therefore, every officer and employee of the school, whether paid or unpaid, including Board Trustees, shall adhere to the following code of conduct:

1. Gifts: An officer or employee shall not directly or indirectly solicit any gifts; nor shall an officer or employee accept or receive any single gift having a value of \$75 or more, or gifts from the same source having a cumulative value of \$75 or more over a twelve-month period, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, if it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts from children that are principally sentimental in nature and of insignificant financial value may be accepted in the spirit in which they are given.

2. Confidential information: An officer or employee shall not disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her own personal interest. In addition, he/she shall not disclose information regarding any matters discussed in an executive session of the Board, whether such information is deemed confidential or not.

3. Representation before the Board: An officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the school board.

4. Representation before the Board for a contingent fee: An officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the school board, whereby the compensation is to be dependent or contingent upon any action by the school with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

5. Disclosure of interest in matters before the Board: A member of the Board of Trustees and any officer or employee of the school, whether paid or unpaid, who participates in the discussion or gives official opinion to the Board on any matter before the Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he or she has in such matter. The term "interest" means a pecuniary or material benefit accruing to an officer or employee.

6. Investments in conflict with official duties: An officer or employee shall not invest or hold any investment directly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties.

7. Private employment: An officer or employee shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.

8. Future employment: An officer or employee shall not, after the termination of service or employment with the Board, appear before the Board or any panel or committee of the Board, in relation to any case, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration. This shall not bar or prevent the timely filing by a present or former officer or employee of any claim, account, demand or suit against the district on his or her own behalf or on behalf of any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

Distribution of Code of Ethics

The Chief Executive Officer shall cause a copy of this Code of Ethics to be distributed annually to every officer and employee of the school. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment.

Penalties

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of the Board's code of ethics may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

Response 14g - Complaint Policy

Any parent/guardian wishing to formally grieve/complain about a procedure, action, or directive of a FLACS employee should follow the FLACS Grievance Procedure below:

Step 1: Have a conversation with the employee regarding the concern. If unsatisfied with the employee's determination or response, then;

Step 2: Notify the Principal within (5) days after meeting with the employee or soon after the occurrence. If unsatisfied with Principal or Principal Designee's determination or response, then;

Step 3: Notify the Chief Executive Officer. If unsatisfied with Chief Executive Officer's determination or response, then;

Step 4: File a formal complaint with the FLACS Board of Trustees in writing. In such instances, the Board Grievance Committee will be the investigators and final arbitrators of the complaint. You may submit a letter or fill out the Grievance/Complaint form available to you from the school's main office. It should be mailed to:

FLACS Board of Trustees
Grievance Committee
14 West 170th Street
Bronx, NY 10452

If unsatisfied with the Board of Trustees' determination or response, then;

Step 5: File a formal complaint with our school Authorizer, the SUNY Charter School Institute, in writing, detailing the complaint and including copies of the letters or statements between you and the FLACS Board of Trustees Grievance Committee. This can be completed electronically or through the mail. The website and mailing address appear below:

<http://www.newyorkcharters.org/contact/formal-complaint-form/>

OR

Charter Schools Institute
353 Broadway
Albany, NY 12246

Response 14h - Board Member Resumes

Attached are resumes for the current FLACS, and proposed FLACS IV, board of trustees.

Miguel Pena



SUMMARY OF QUALIFICATIONS

- * 20 years experience in the customer service field.
- *Excellent reputation with customer as a competent, knowledgeable and helpful professional.
- *Enjoy my work and consistently greet customers with a smile.
- *Honest, reliable, and productive.
- ***Speaks Spanish fluently.**

RELEVANT SKILLS AND EXPERIENCE

CUSTOMER SERVICE

- .Developed a reputation for excellent customer service by:
 - Acknowledging the customer's presence and making eye contact.
 - Greeting customers in a friendly manner, giving them full attention.
 - Taking time to answer questions or finding someone else who could.
 - Helped increase sales in the higher profit margin as well as customer satisfaction.

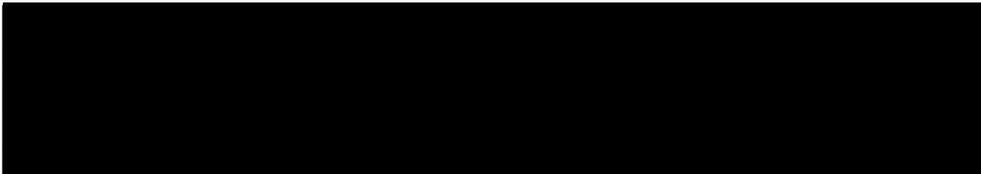
SUPERVISION

- . As a team leader, supervised new employees to assure customer satisfaction.
- . Also I was in charge of training new employees.

ADMINISTRATIVE

- . I balanced cash drawer with consistently high level of accuracy.
- . As Office Cashier for two years:
 - I accurately balanced books and balanced deposits.
 - Answered phones -prepared daily sales report -made deposits

EMPLOYMENT HISTORY

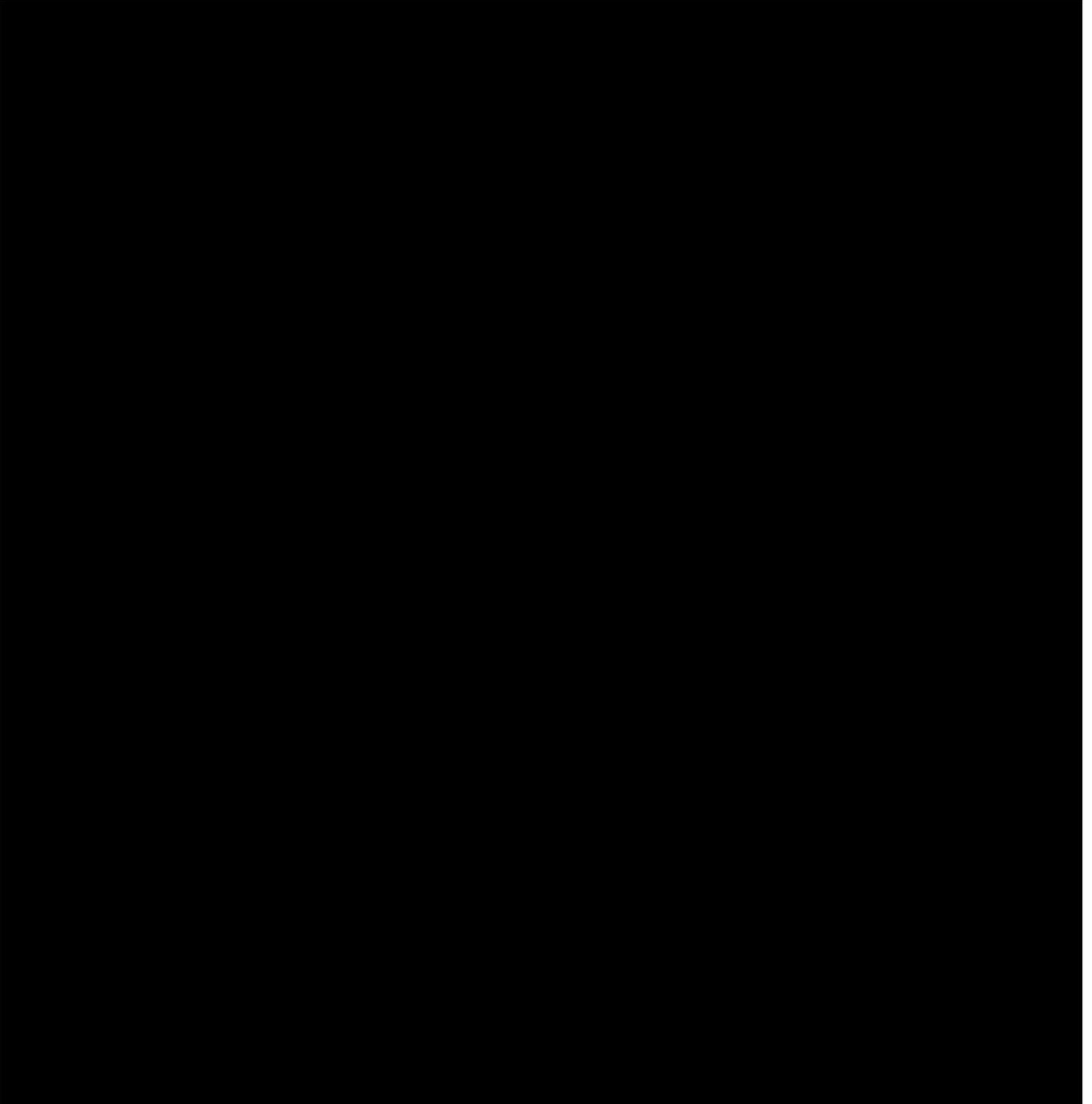


Susana Rivera Leon

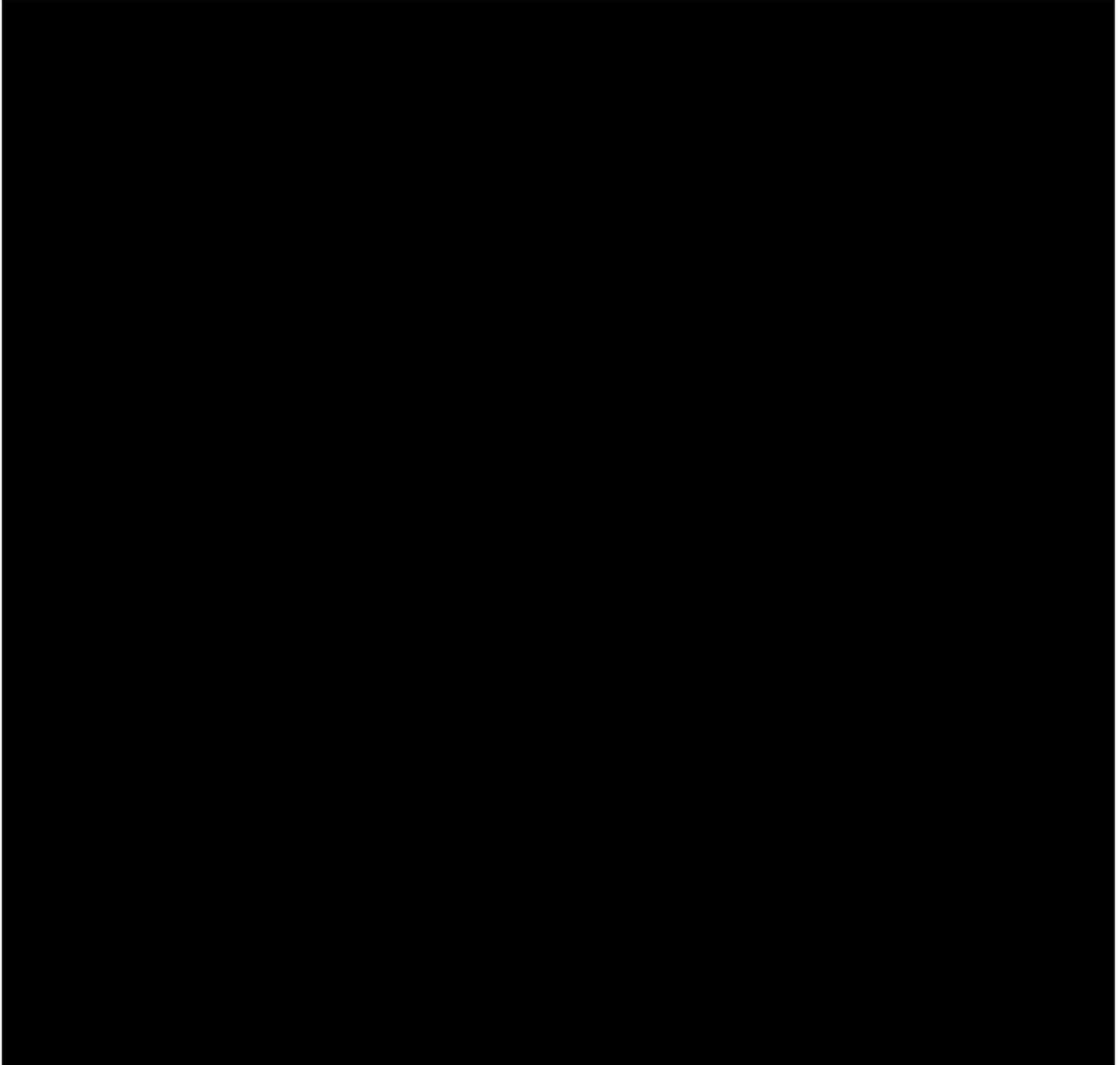
Email: [REDACTED]

Objective: To obtain employment that will utilize my leadership and management skills

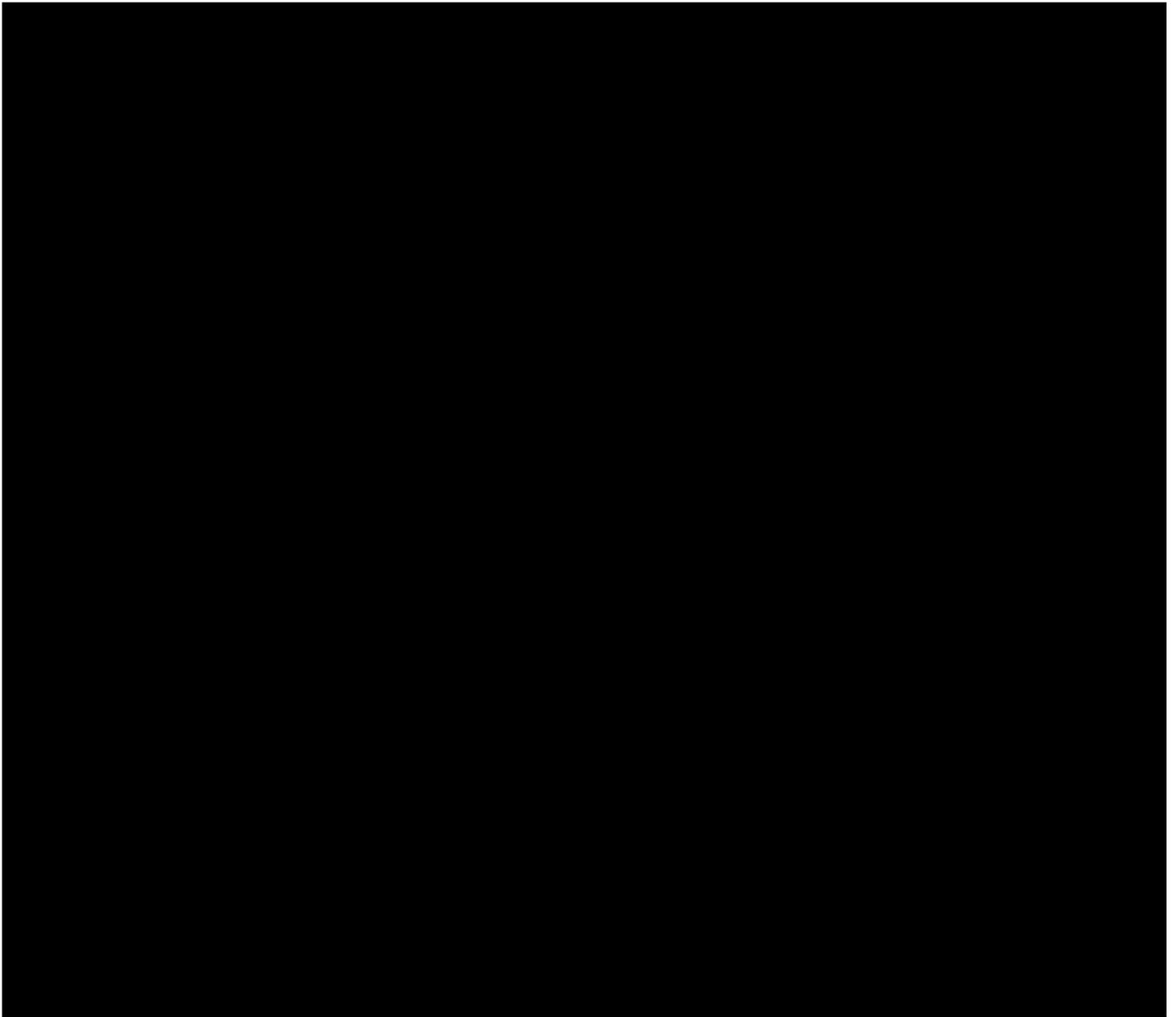
Experience:



Susana Rivera Leon



Susana Rivera Leon

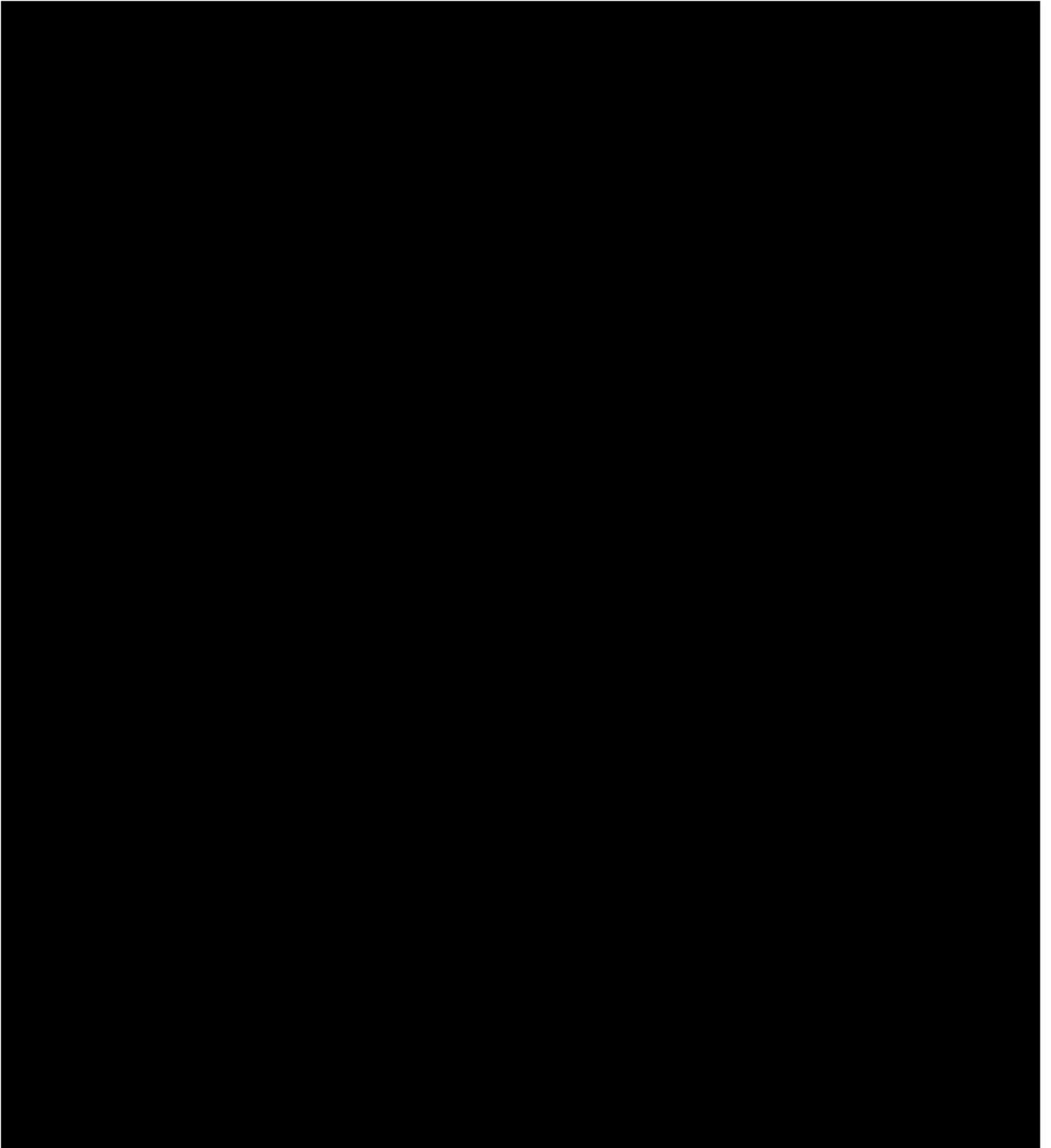


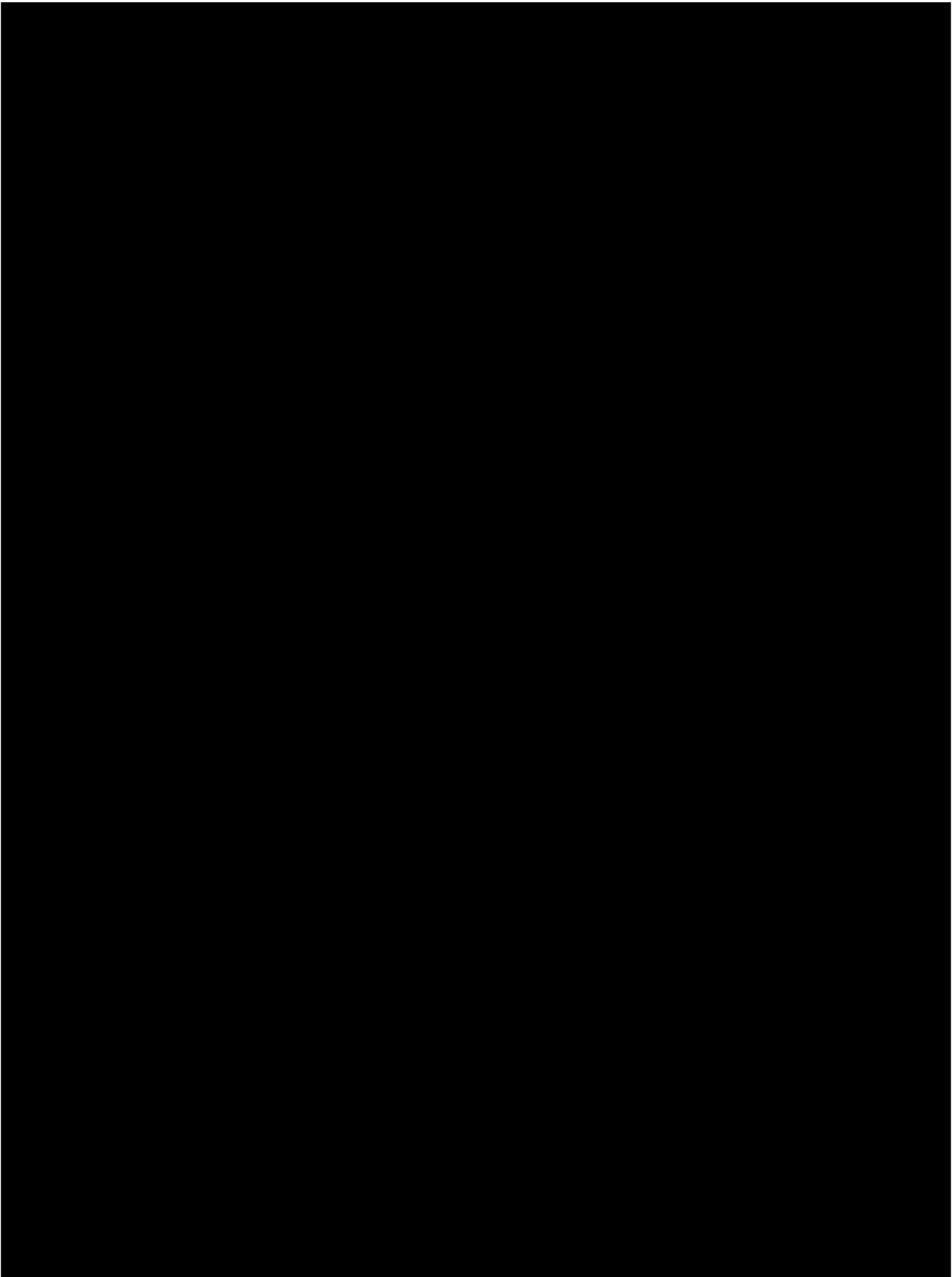
References upon request

HILDA I. SANCHEZ



PROFESSIONAL HISTORY







EDUCATION

Hunter College
New York, New York
Certificate in Administration and Supervision, 1993

Hunter College
New York, New York
MA, Teaching English as a Second Language, 1982

Middlebury College
Middlebury, Vermont
MA, Spanish, 1978

University of Wisconsin
Madison, Wisconsin
BA (Graduated with Distinction), 1970

LICENSES/CERTIFICATES

Certified as AVID (Advancement Via Individual Determination) Coach - 2006
New York State Certificate - School Administrator and Supervisor; School District Administrator
New York City Board of Education Licenses:

- Educational Administrator Levels 1 and 2 in Funded Programs Management
- Educational Administrator Levels 3 and 4 in Funded Programs Management
- Bilingual Common Branches Teacher

[REDACTED]

[REDACTED]

Education

06/97 to 06/99 **Monroe College** , Bronx NY BA Accounting

09/96 to 01/98 **Fordham University**, Bronx NY 56 Credit in Public Accounting

01/94 to 06/96 **Monroe College**, Bronx NY Associated Degree in Business Administration

05/92 to 12/93 **SCS Business Institute**, New York NY, ESL and Computer Operator

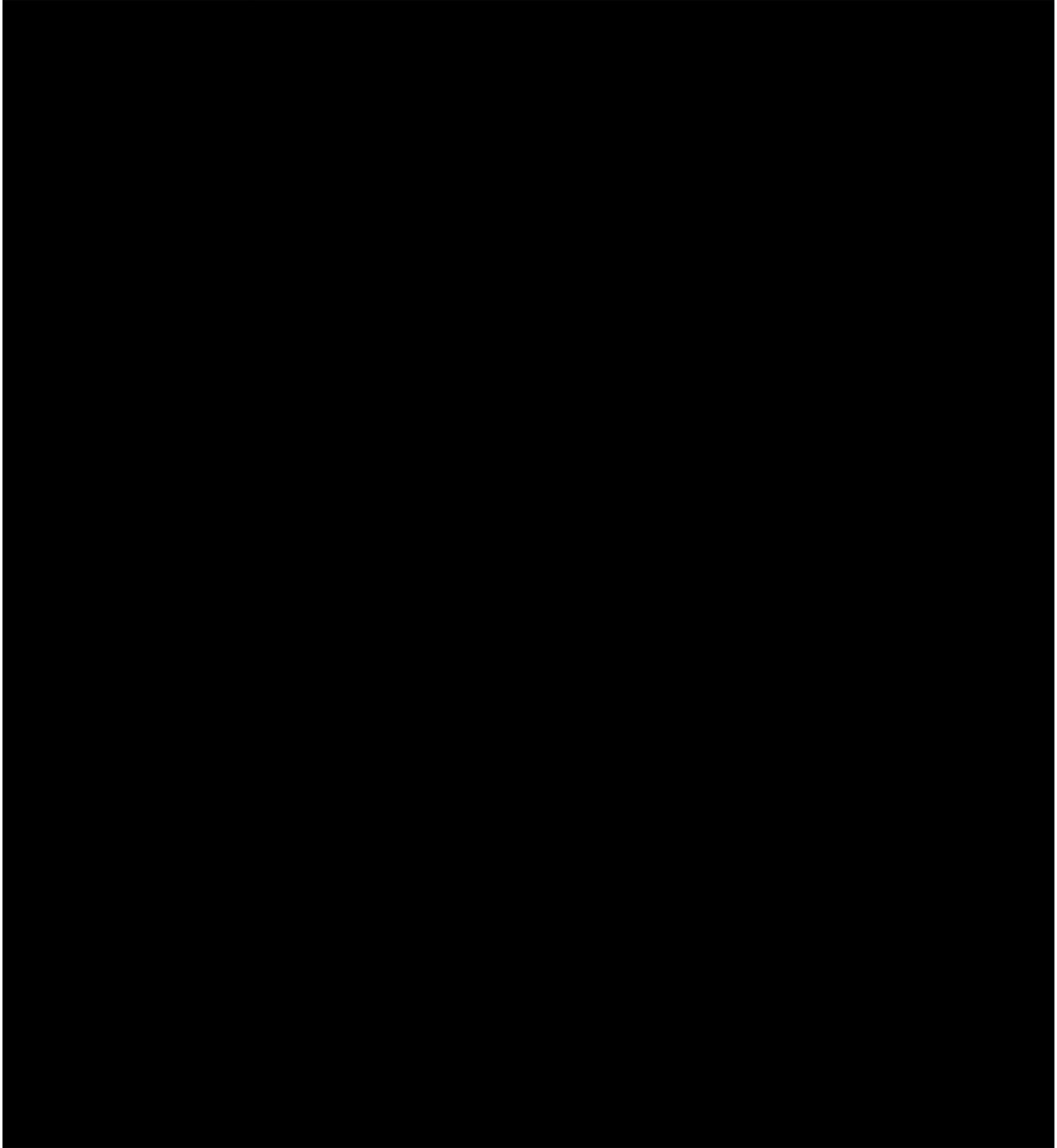
01/86 to 06/89 **Instituto Tecnológico Santo Dimingo; Intec**, Santo Domingo RD BA

09/77 to 09/85 **Politecnico Las Caobas**, Commercial High School, Santo Domingo RD

FLORENCE G. WOLPOFF



Post Retirement Consultant Experience





MA, Administration and Supervision, Manhattan College 1985
BA, Hunter College, Sociology - Major, Elementary Education - Minor 1961
State Education Department Summer Institutes Summer 2001, 2002
State/City Standards, Lenses of Supervision, Commissioner's Regulations

Professional Development Center, District 10 Summer 2002
Principals' Institute, Fordham University Summer 1999, 2000, 2001
Writing Institute, Teachers' College, Columbia University Summer 1998
Harvard Principal's Center, selected Lectures Summer 1996, 1997, 1998
Conferencing workshop with Carl Anderson, Columbia Teacher's College 2002-2003

Board of Education Administrative Licenses

Education Administrator – Senior Pupil Personnel Supportive Service Instruction Specialist March 1997
Education Administrator – Senior Curriculum Development and Coordination Instruction Specialist March 1997
Principal, Day Elementary School January 1993
Principal, Day Junior High School January 1993
Assistant Principal, Supervision – Social Studies in Day High Schools September 1991
Assistant Principal – Elementary, Intermediate and Junior High Schools March 1986

Family Life Academy Charter School – II

School Board - Member/Secretary Spring 2011 – 2014

Family Life Academy Charter School Network

School Board - Member/Accountability Committee Spring 2014 – Present

Organizational Experience

Women's League for Conservative Judaism VP, Membership, Metro-North Region 6/08 – Present
Women's League for Conservative Judaism Member, International Board 11/08 – Present
NGO representative to the United Nations 7/14-Present
Conservative Synagogue Adath Israel of Riverdale Member, Board of Trustees 6/90 – Present
Member, Ritual Committee 6/85 – Present
President, Sisterhood 7/88 - 6/90, 6/04 – 6/08
Member, Education Committee 6/70 - 6/80

Salanter Akiba Riverdale Academy Member, School Board 9/80 - 6/83

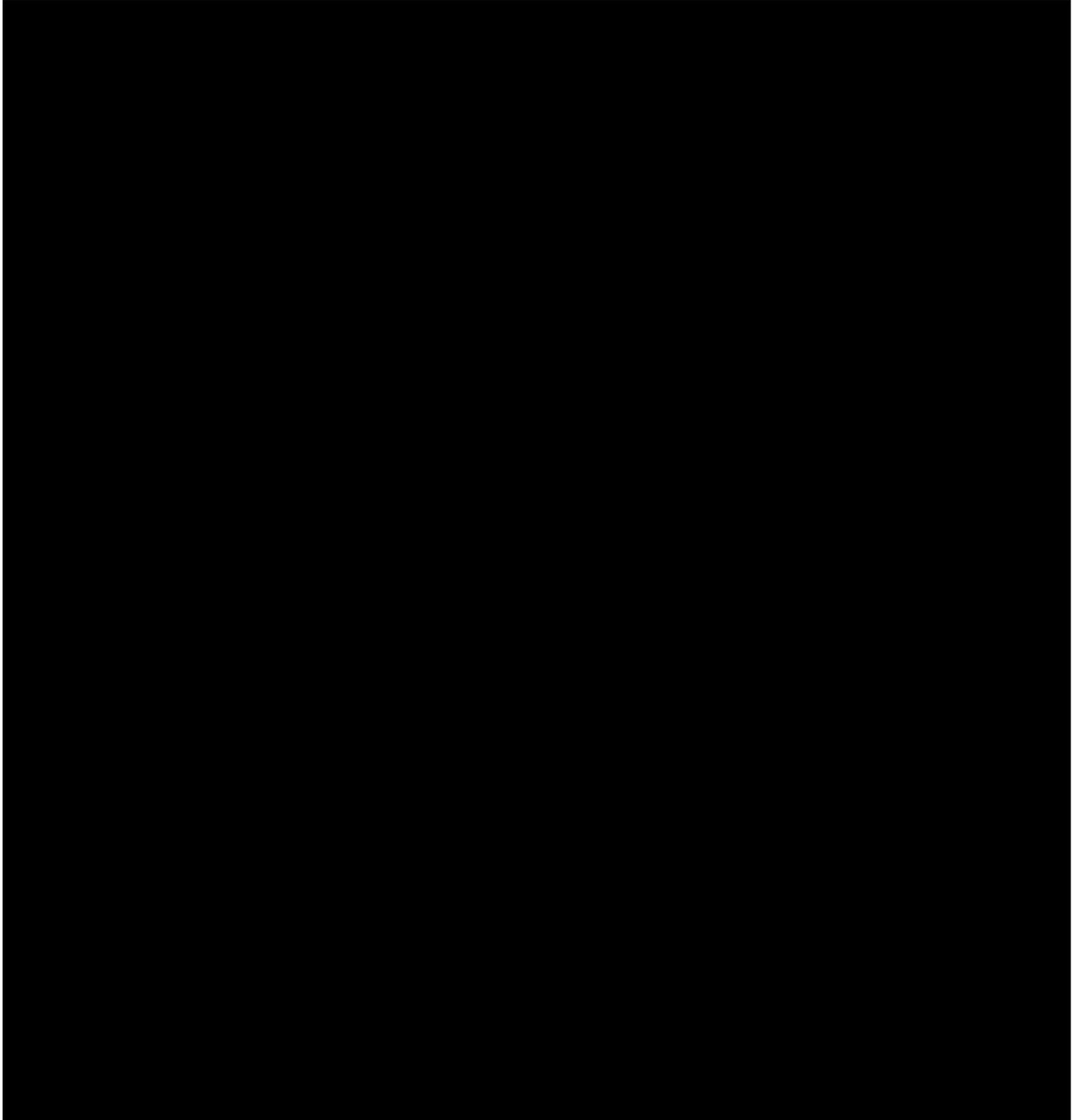
References on Request

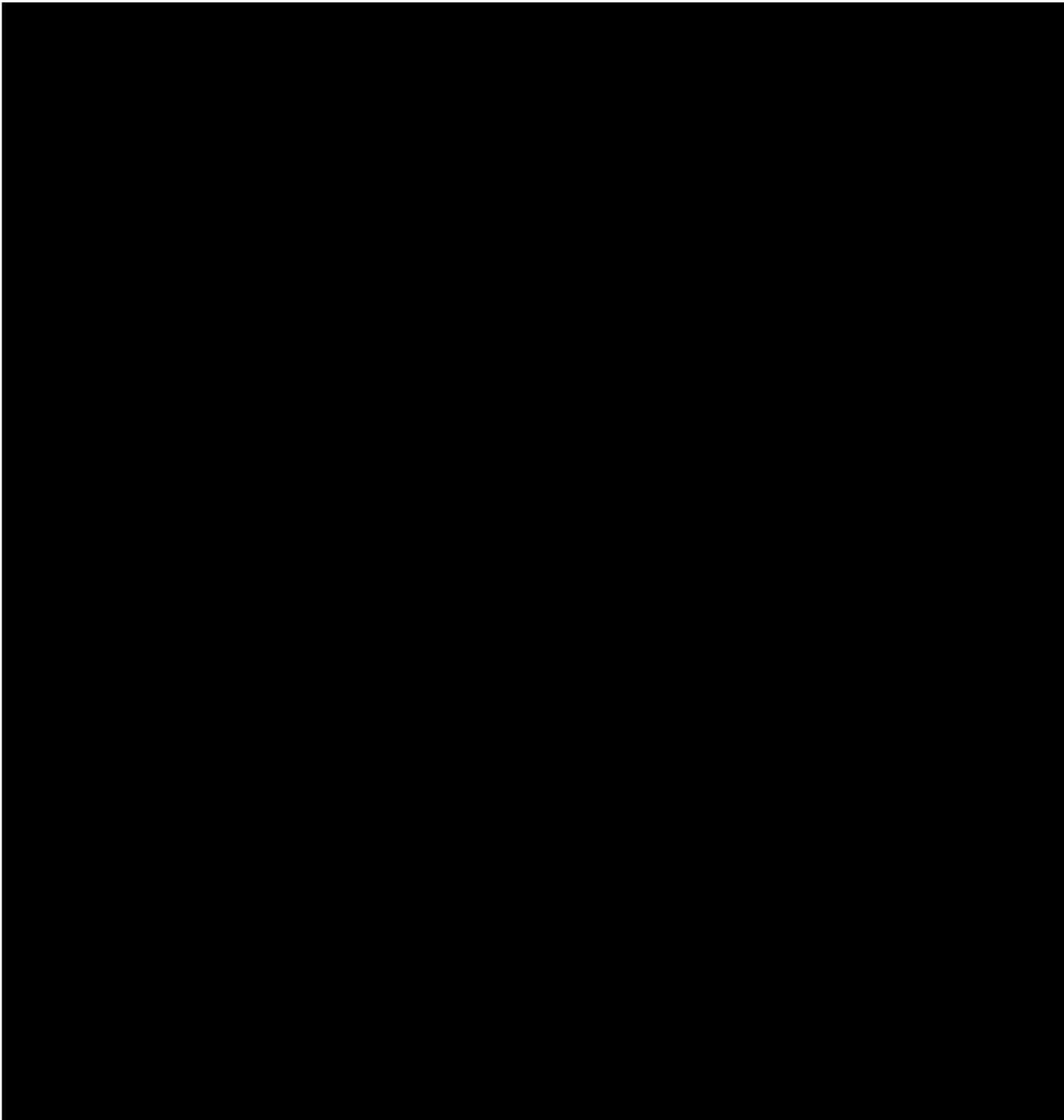
BRYAN RIVERA



Management Professional

Dynamic leader with over 25 years of progressively responsible management experience. Able to define, communicate and fulfill the project's goals and break complex issues into manageable parts. In depth knowledge of crisis prevention and crisis control. Proven ability to run successful operations based on external audits, performance reports, and satisfaction surveys. Strong track record of increasing enrollment, generating revenues, and implementing cost saving measures. Deeply committed to team building, staff development and personnel training.





Education

Siena College

Fordham Preparatory School

Computer Literacy

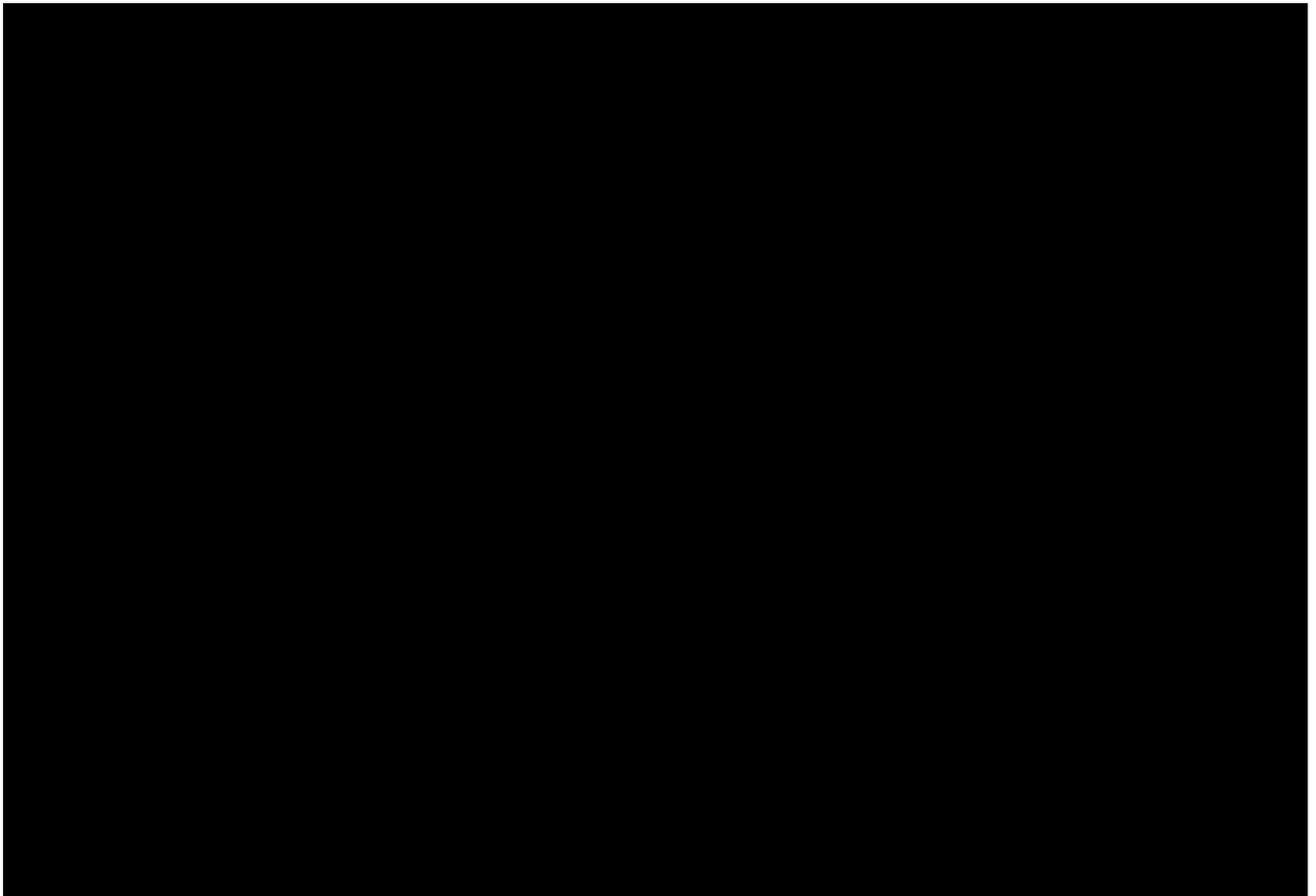
Advanced proficiency in: Microsoft Word, Excel, PowerPoint, Windows OS, Siebel CRM, Oracle, Dundas, eSAAM

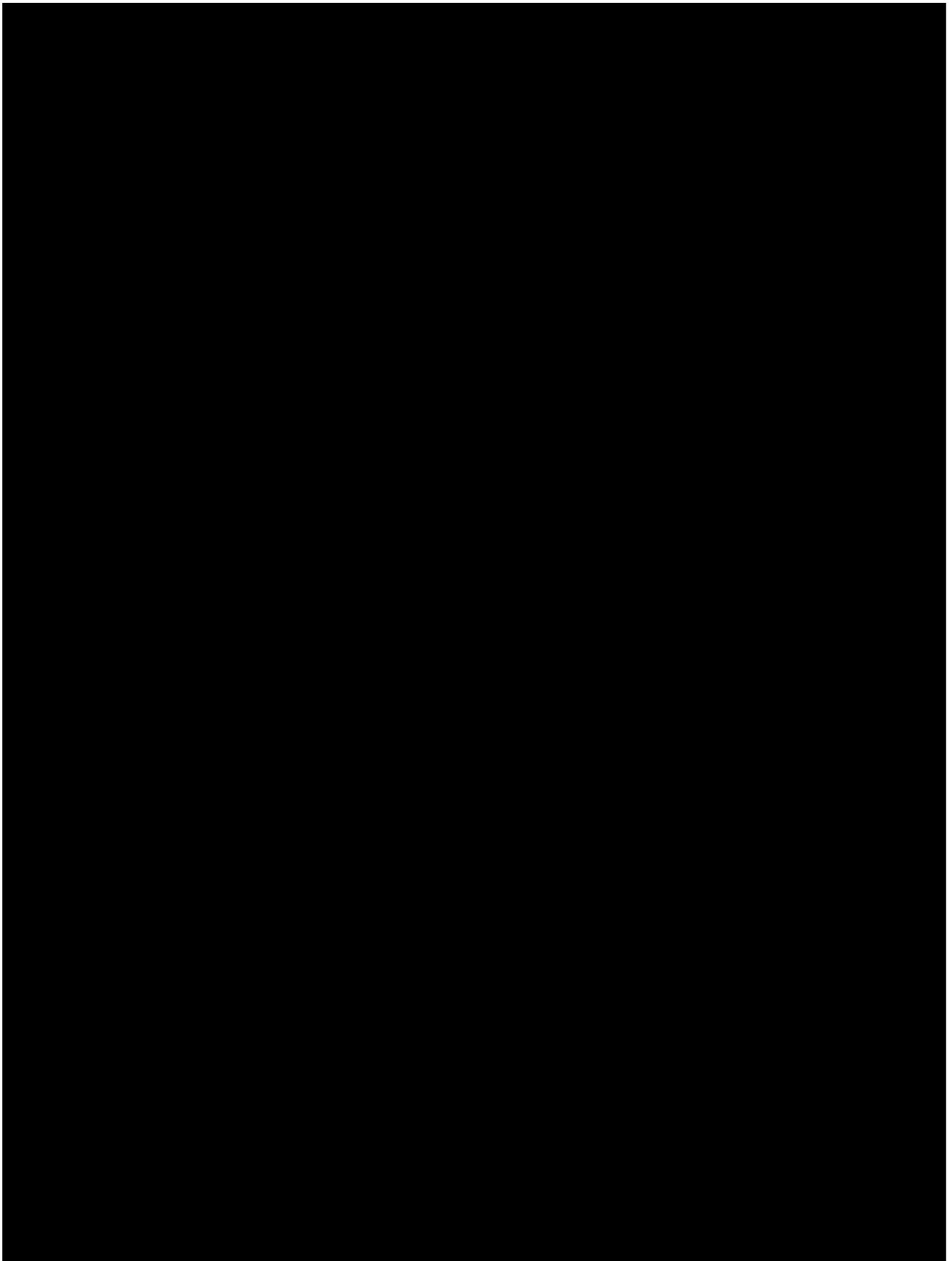
MINISTER DR. JANET M. LERNER, PhD, LCSW-R
Social Work Certification #048038-R



EDUCATION:

Brookdale Post Doctoral Fellow,
Columbia University School of Social Work, 1988-1989.
Study of dementia-related disorders as they affect minority caregivers. **Doctorate, Social Work, Columbia University School of Social Work,** 1983-1988. Concentration: Research. Field of Practice: Chemical Dependency. Social Science: Personality Theory. Dissertation Topic: Study of the impact of an extended summer orientation program on the persistence of academically disadvantaged college students.
Masters of Arts, Ohio State University Office of Graduate Studies: One-Of-A-Kind Program, 1981-1983. Interdisciplinary Research Masters: Counseling, Anthropology and Performing Arts. Thesis: Structured Improvisation Counseling: A Study of the Use of Ritual and Drama In Homogeneous and Multicultural Settings.
Bachelor of Science in Social Work, Ohio State University College of Social Work, 1960-1962;1971-1973.





SELECT AWARDS AND RECOGNITION:

- 2017 Certificate of Honor & Appreciation, Women Ministries, Assemblies of God Liberia, Inc.
- 2016 Majestic Senior, Shining Star Award, Bethel Gospel Assembly
- 2000 Bronx Woman of the Week
- 2003 Nominated for Woman of the Year, Human Services
- 1988 Doctoral Graduate with Distinction, Columbia University School of Social Work.**
- 1984 National Institute of Mental Health Practice-Research Fellowship Recipient.
- 1983-1985 Graduate Assistant, Ohio State University
- 1976 Council of International Programs, Exchange Professional to France.
- 1973 Social Worker Student Award, BSSW, Ohio State**

University

SELECT ORGANIZATIONAL AFFILIATIONS:

2002- Northeast Addiction Technology Transfer Center Network,
Steering Committee representative from Columbia
University Clinical Trials Network
2000- Columbia University Psychiatric Institute, Clinical
Trials Network, Long Island Node, Executive Committee
1999- American Counseling Association
1998- Teen Challenge, Brooklyn. Board Member.
1993-1998 Agenda For Children Tomorrow Collaborative: Member,
Management Team, Chair, Public Health Task Force
1991-1998 Bronx Perinatal Consortium: Board Member
1992- American Association of Christian Counselors, Charter
Member
1992- North American Christians in Social Work
1990-1998 American Public Health Association
1973- National Association of Social Workers
1998- Family Life Academy Charter School. Board Member

BOOKS AND ARTICLES WRITTEN:

Men are Parents, Too, Williams, D. & Lerner, J. 2001
Restoring Families, Overcoming Abusive Relationships through
Christ, Lerner, J. Turning Point Ministry Press (LivingFree.org),
2001
He Is The Way, Lerner, J., 2006
Practical Skills for Christian Living. Lerner, J. 2010
Values Conflict Resolution, Lerner, J., 2008.
The Lord Said, Be Available, Lerner, J., Page Publication, 2017.
Restoring the Soul, Overcoming Sexual Abuse, Lerner, J. Page
Publishing, 2018.

Published articles or chapters in books:

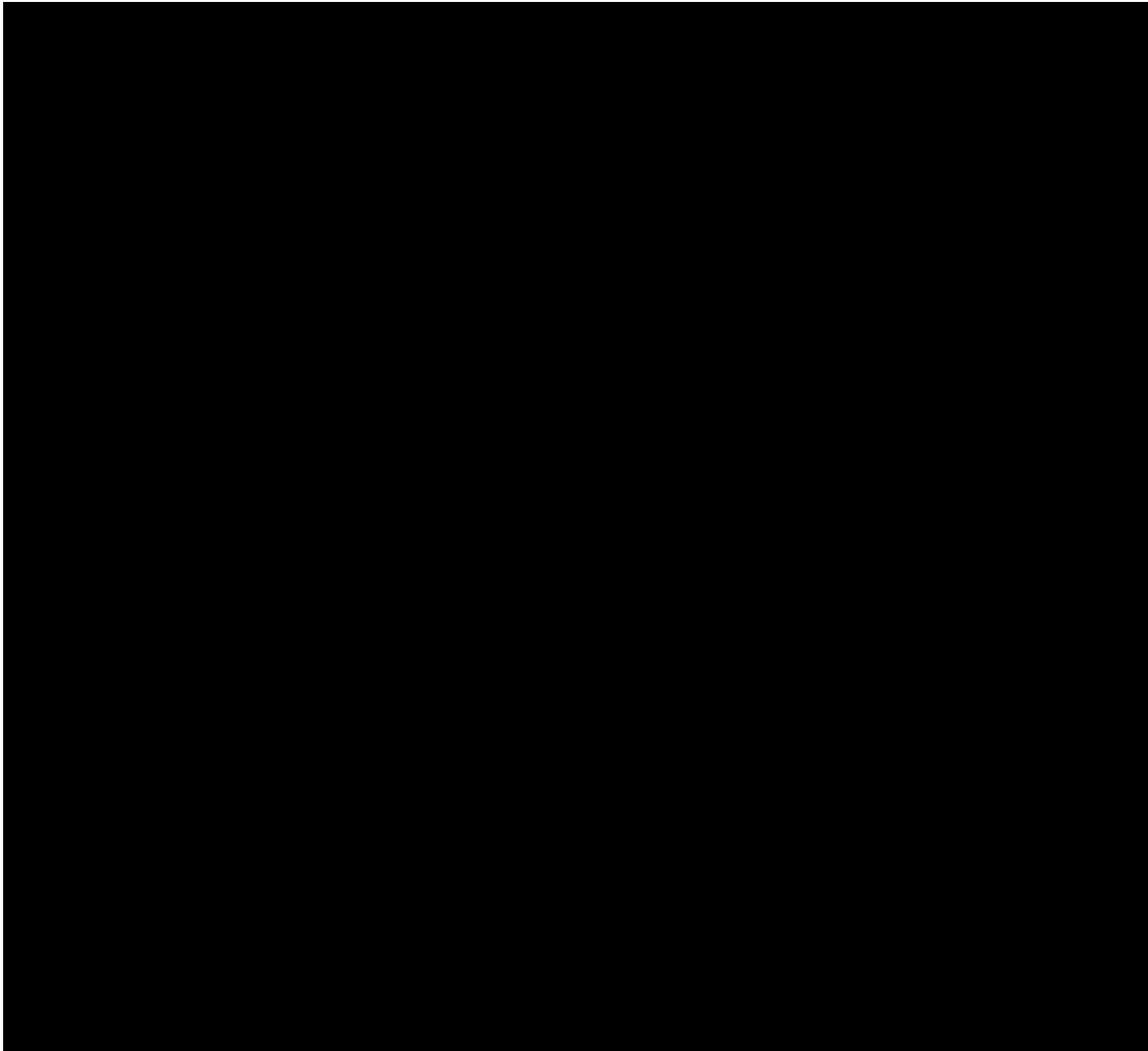
NIDA Notes, USDHHS, 2000
SAMHSA Lessons Learned in Treatment Women and Children, USDHHS,
2001
The Ohio State University Press, "Structured Improvisation
Counseling: A Study of the Use of Ritual and Drama In Homogeneous
and Multicultural Settings", Lerner, J., In Doctoral Graduate
Presentations Conference Publication, 1985
Families of Black and Hispanic Dementia Patients: Their Use of
Formal and Informal Support Services, Final Report to the AARP-
Andrus Foundation, 1989.
Social Work in the Treatment of Addiction, in Social Workers,
Finding Real Solutions for Real Problems, Edited by the Helen Rehr
Center for Social Work Practice, 2015.

Selected Presentations:

SAMHSA, Panel Moderator, San Diego, CA., 1994
SAMHSA Conference to determine grantees for SAMHSA grants.
LivingFree.org (Turning Point Publishing) 2015
NACSW Kansas; AACC, Tennessee; presentations in NYC Churches
International Seminars in Nicaragua (5 times), Dominican Republic,
Norway, Jamaica (4 times), Liberia (6 times), Guyana, Germany

Marvin Dutton

Helping individuals and business owners take action concerning a wide range of financial planning decisions.



Certificates & Licenses

Registered representative of HTK Association of Securities Dealer

Series 6-General Securities Representative

Series 63 - Uniform Securities Agent

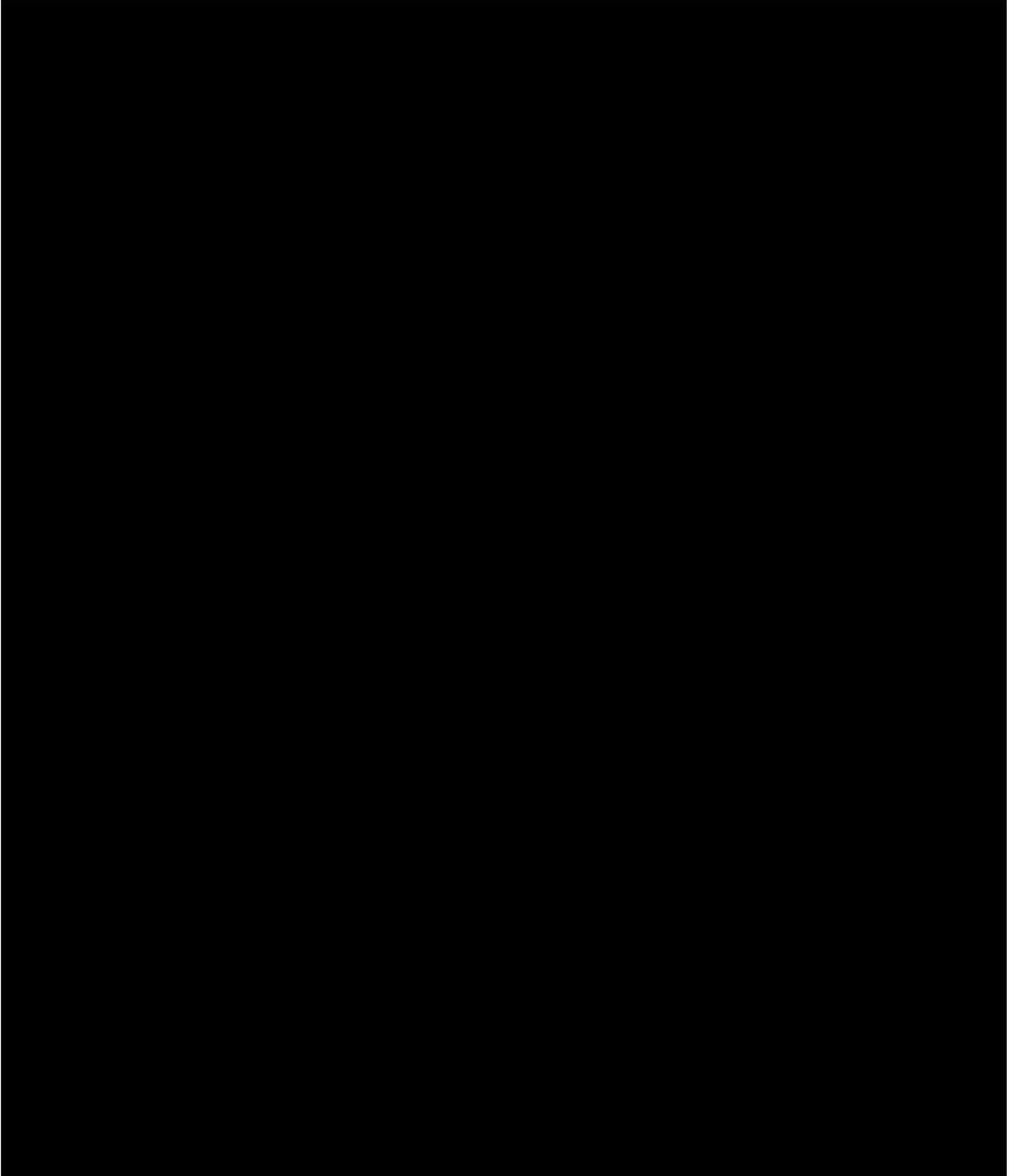
LUTCF License for Life and Health Insurance for the states of CT, NJ, NY, PA, RI & IL.

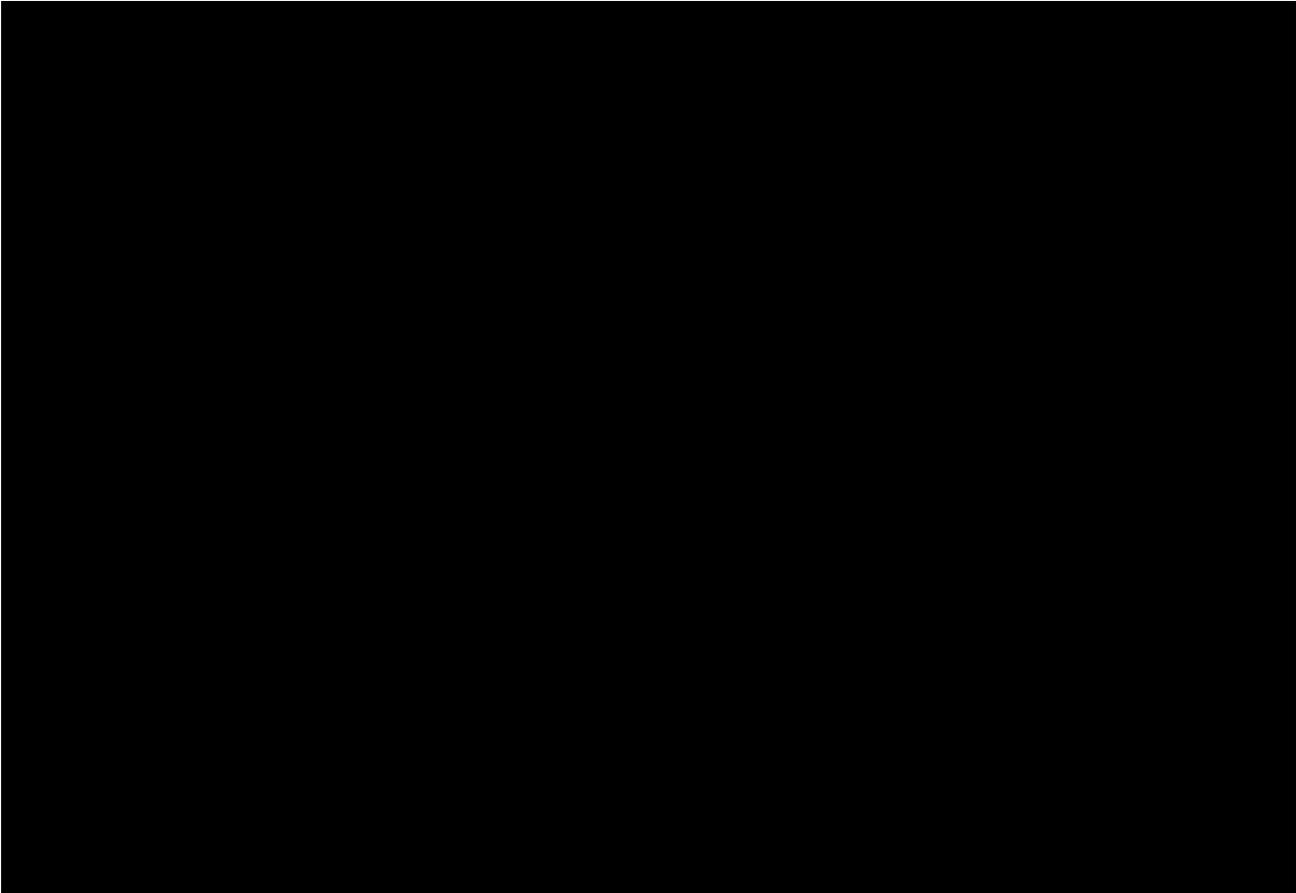
Education

Bachelor's Degree in Business Management

Binghamton University - Binghamton NY.

Raymond Rivera





Educational Experience

- Diploma of Theology Ark Evangelical Bible Institute
525 Marcy Avenue, Brooklyn, NY
- Master of Theology (TH.M.), Logos College- Graduate School
Dallas, Texas Major Urban Problems
- Doctor of Divinity (D.D.), Latin American Bible College and Seminary
La Puente, California

Language Proficiency

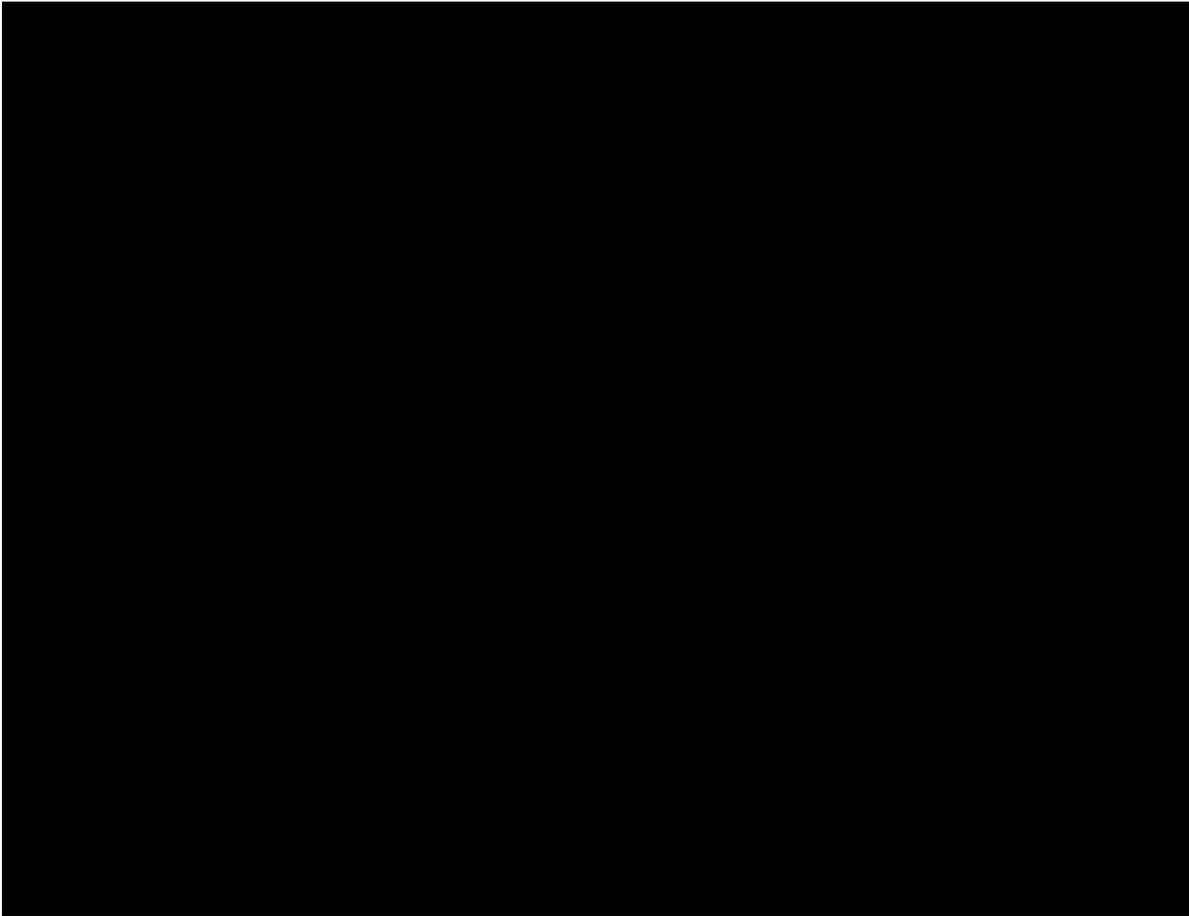
Speak, read and write Spanish fluently

References Available Upon Request

Summary Resume of
KEVIN L. KEARNS



PROFESSIONAL EXPERIENCE



EDUCATION

UNIVERSITY OF PENNSYLVANIA/WHARTON SCHOOL 1988
MBA, with distinction, concentration in Finance
MA in International Studies
Fellow of the Lauder Institute of International Management

YALE UNIVERSITY 1983
BA in Economics, awarded *summa cum laude*, distinction in major

BOARD EXPERIENCE

FAMILY LIFE ACADEMY CHARTER SCHOOLS

Member of Board, 2011 to present

Vice Chairman, 2014-15

BRONX ACADEMY OF PROMISE CHARTER SCHOOL

Treasurer, Member of Board

2013 to present

Wanda Torres-Mercado

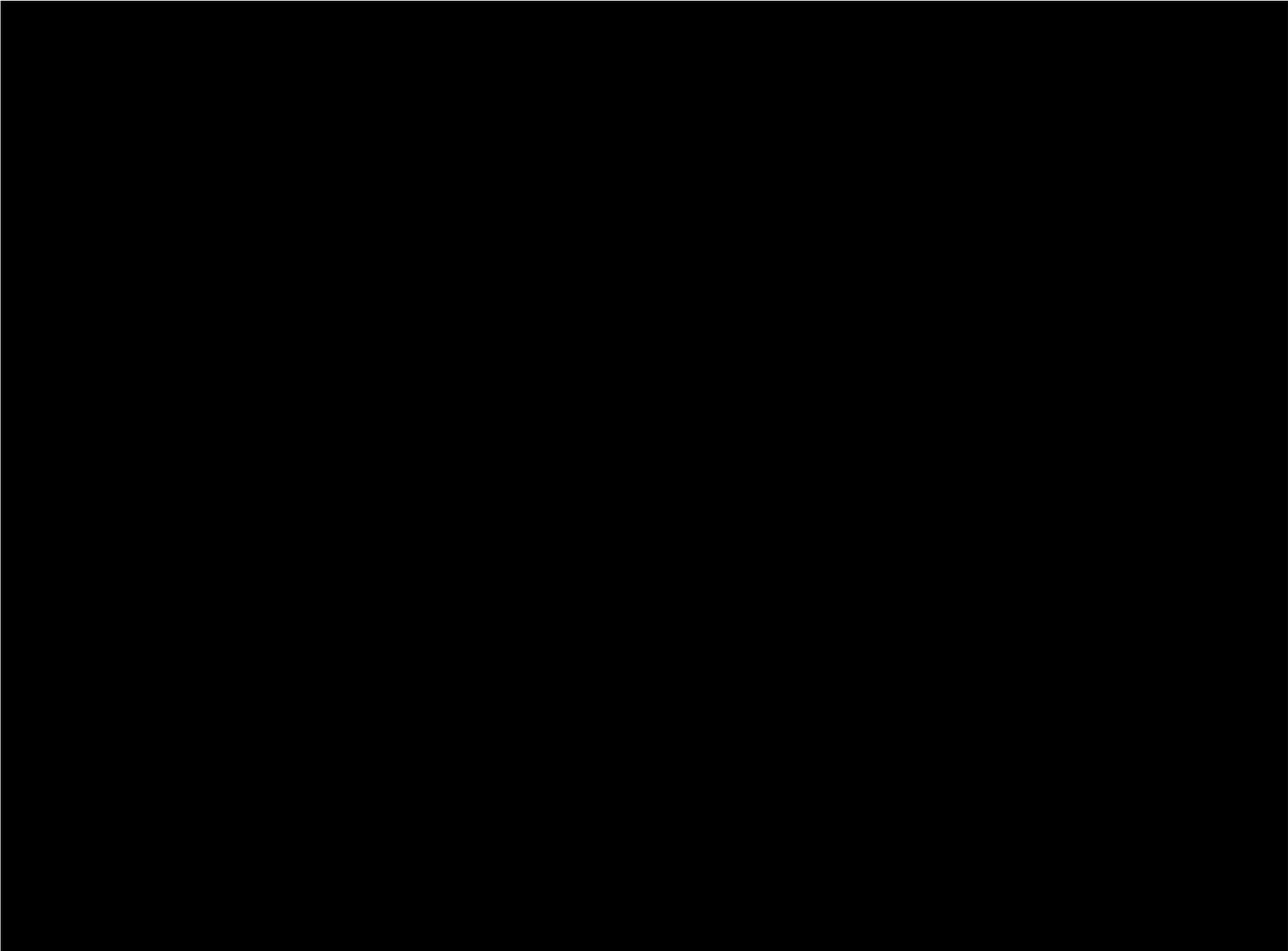
SUMMARY

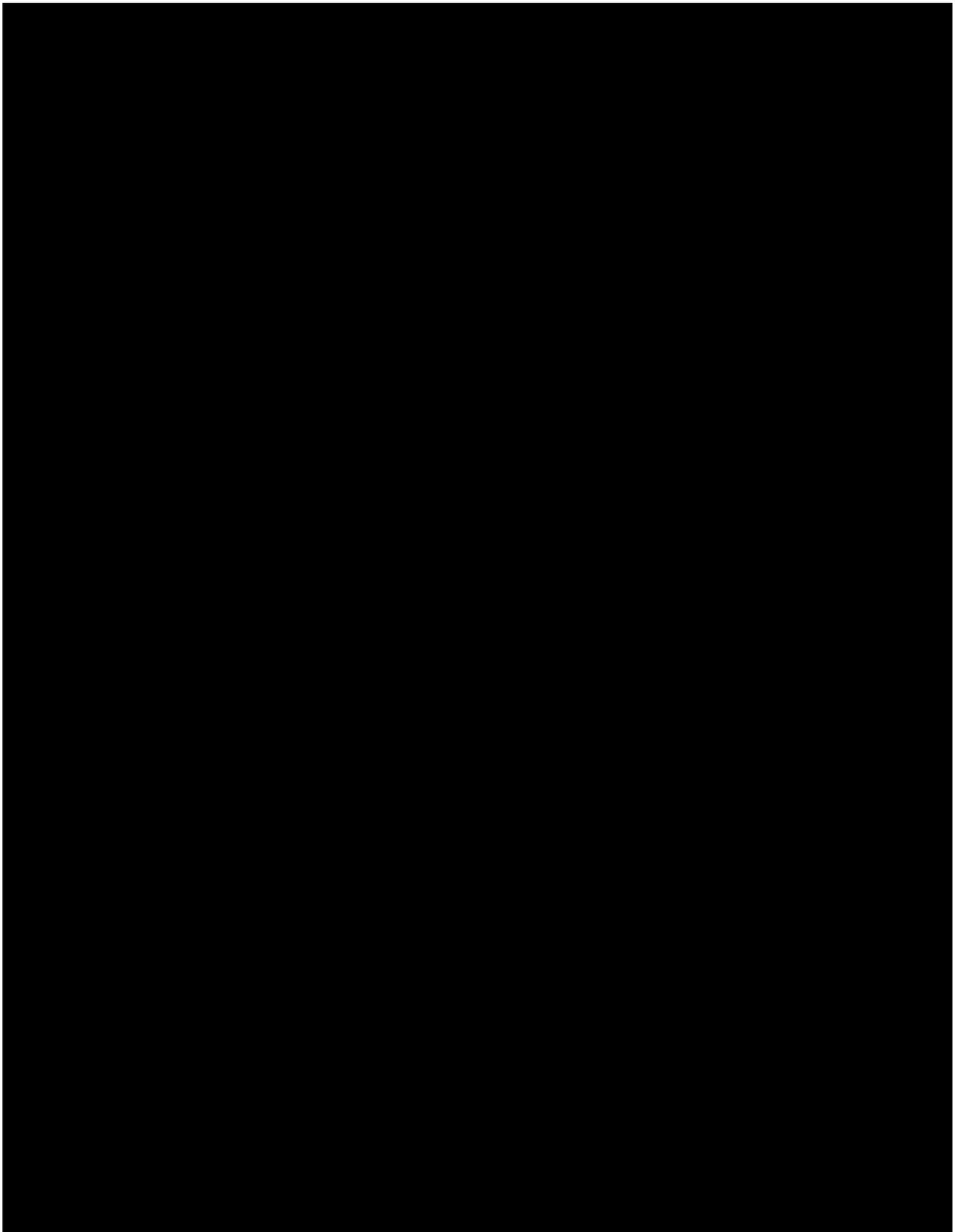
- A seasoned nonprofit professional with twenty –five years of progressive experience in program development and implementation, data analysis and evaluation, community collaboration, talent management, and fiscal administration.
- High performing human services leader with expertise in building and optimizing organizational processes, project management, and leveraging resources to maximize results.
- Skilled strategist and innovative thinker with a track record of translating strategic plans into action plans.

AREAS OF EXPERTISE

- Strategic Planning and Leadership
- Project Management
- Multi-Site Operations
- Data Driven Decision Making
- Performance Management
- Grant Making Processes
- Contract Compliance
- Community Conversations
- Financial Plan Development and Fiscal Management
- Continuous Improvement of Operational Processes
- Negotiation, Persuasion, and Effective Communication
- Board Management
- Community Schools
- Collective Impact

PROFESIONAL EXPERIENCE





EDUCATION

Union College, Schenectady, NY ~ Bachelor of Arts, Sociology	1984
Institute for Nonprofit Management, Columbia Graduate School of Business	1996
DOE Child Abuse and Neglect course	

Affiliations: NYS Community Schools Network, Steering Committee Member
Family Life Academy Charter School: Board of Directors, Vice Chair (2012- 16); Member (2016– present)
Mayor’s Task Force on Truancy and Chronic Absenteeism, Member (2012-2014)
Bronx Spanish Evangelical Church: Board of Trustees Vice-Pres. (Jan 2014); Pres. (2006–11); Director of Christian Education Dept. (2007–11)

Languages: Fluent in Spanish/English - written and verbal

Clearance: Fingerprinted by: NYC Department of Education, State Central Registry Clearance

Computer Skills: Microsoft Office Suite, Department of Education ATS system, Efforts to Outcomes (ETO) reporting software

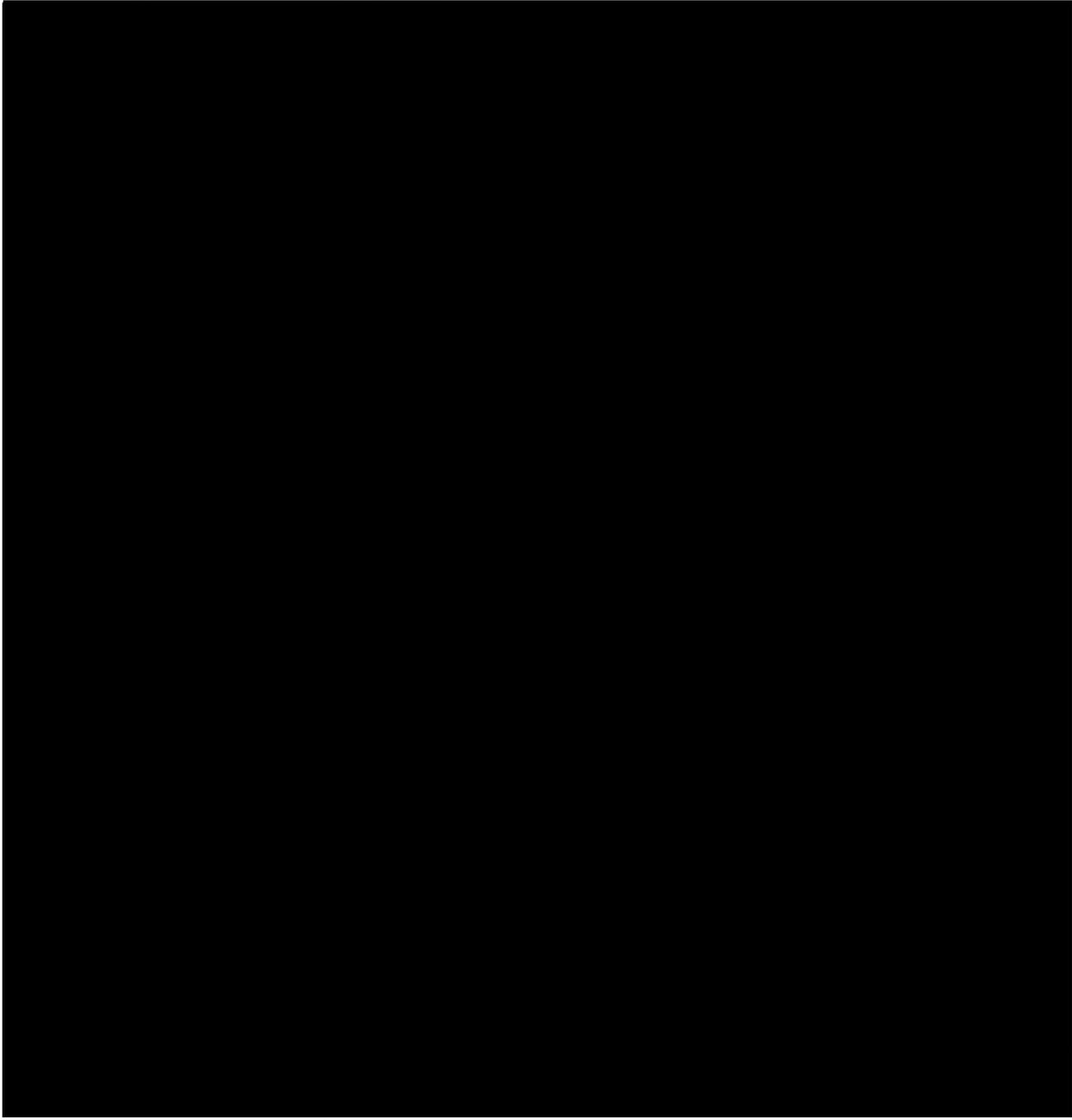
References furnished upon request

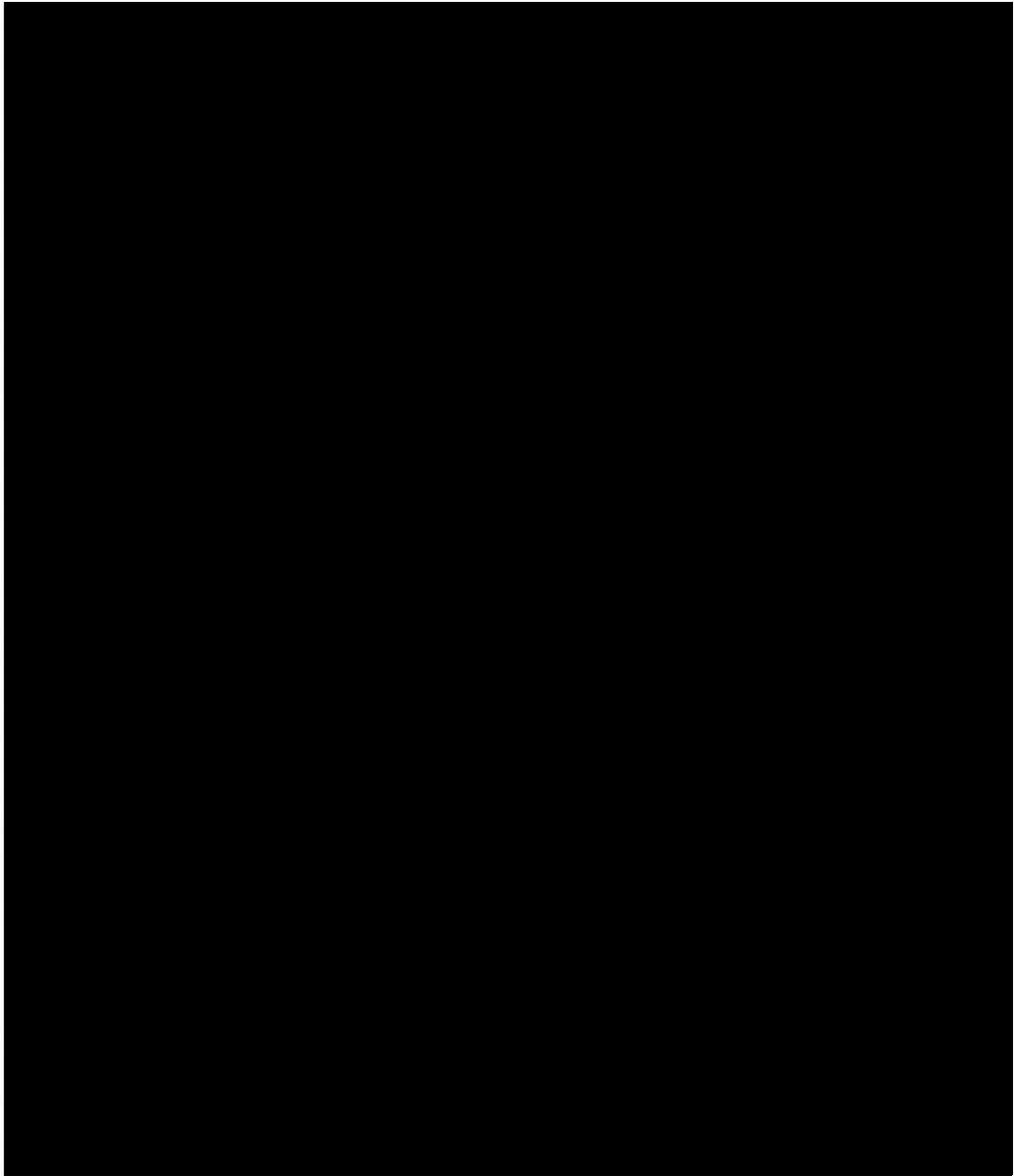
JOSEPH H. HOLLAND

PROFILE

Real estate professional possessing a broad range of experiences over thirty-five years as a developer, attorney, and government official at state-level executive and legislative branches.

EXPERIENCE





EDUCATION

CORNELL UNIVERSITY, ITHACA, NY – B.A., 1978

CORNELL UNIVERSITY, ITHACA, NY – M.A., 1979

HARVARD LAW SCHOOL, CAMBRIDGE, MA – J.D., 1982

Kelly Nuñez



Highly enthusiastic and effective office support professional with expansive experience in general office management, reception handling and appointment scheduling. Driven professional who is able to use sound judgment and manage priorities.

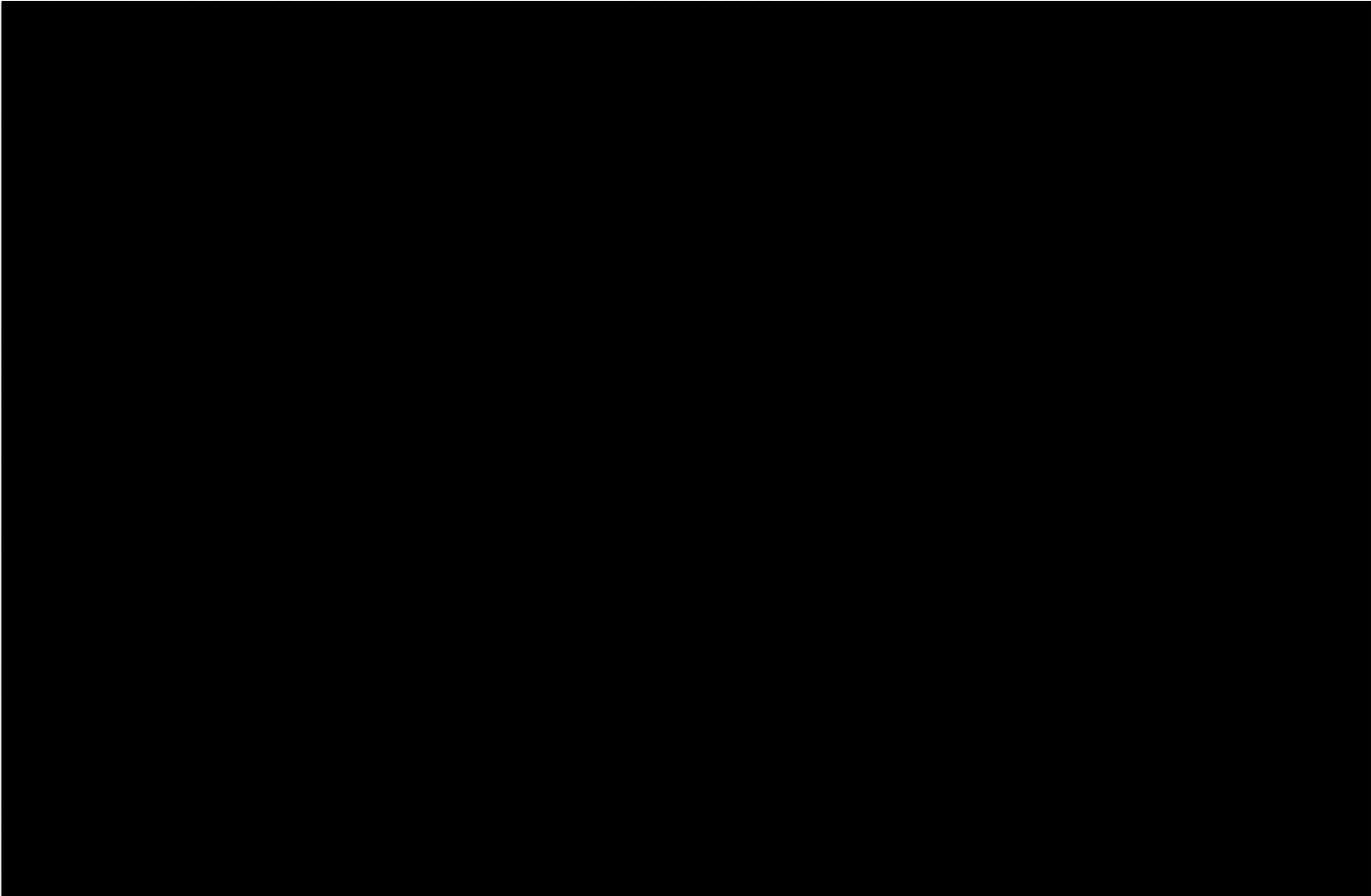
SKILLS

OFFICE MANAGEMENT
MEETINGS MANAGEMENT
CORRESPONDENCE MGMT

MICROSOFT OFFICE
OUTLOOK
MULTI- TASKING

LOGISTIC PLANNING
BILINGUAL (ENGLISH/ SPANISH)
EVENT PLANNING

PROFESSIONAL EXPERIENCE



EDUCATION

William Howard Taft High School
Academy of Health: Students interested in careers in the healthcare field
Maternity Ward @ Bronx Lebanon Hospital assignment

Bronx, NY

Rafael McDonald



PROFILE:

- Tri-Lingual, English, French and Spanish.
- Thoroughly trained in all phases of full service, casual dining.
- Highly professional with strong leadership managerial and motivational skills with the goal to create an excellent work place for employees and a positive guest experience.
- Able to analyze and evaluate results, set and exceed objectives.
- Successful in New store openings of high volume restaurant.
- Serv Safe Certified, TIPS Certified.
- Go-to person for updating, and repairing POS system.
- Highly proficient with, OPEN Table, ALOHA systems, Microsoft Word, Excel, Outlook, Power Point,

WORK EXPERIENCE:



EDUCATION

2005 B.A in Criminal Justice

- John Jay College of Criminal Justice - New York, NY

Health Certificate in Food and Mental hygiene New York, NY

John Jay of Criminal Justice - New York, NY

- Certificate of Mediation in Counseling

Jorge Torres

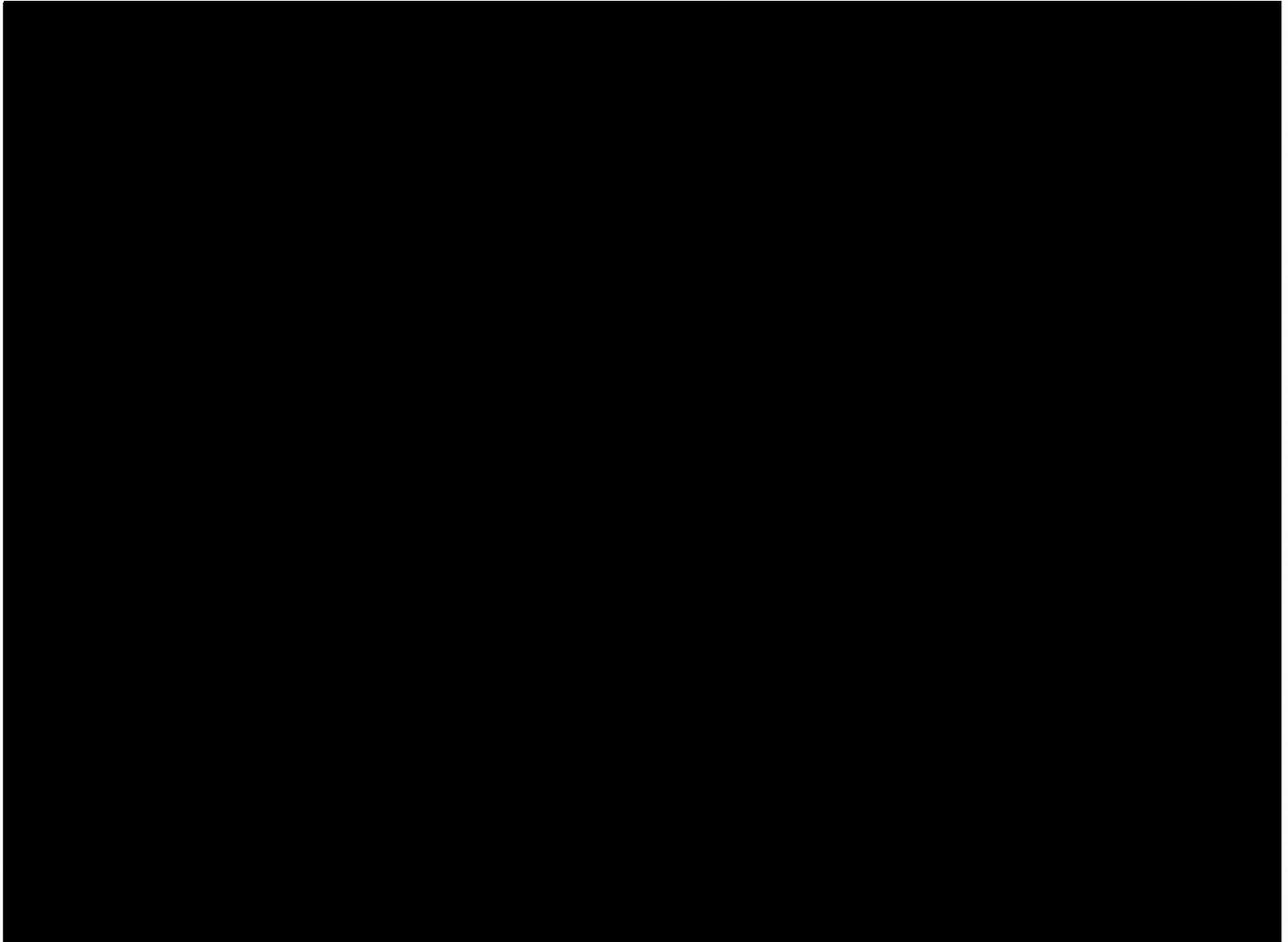
Education

Temple University, Philadelphia PA.
BA. Cultural Anthropology and Latin American Studies

GPA 3.1

2004- 2009

Work History



Skills

- Familiar with the use of web-based legal and investigative programs/applications
- Experience with surveillance, observation and use of Surveillance equipment
- Insurance and criminal investigation experience
- Well versed in Microsoft programs including excel, word, outlook and power point
- Completely Fluent in Spanish and English with translation and transcription training
- Strong verbal communication and public speaking skills
- Great Research and writing skills with extensive thesis research experience
- Work well alone and have excellent team building and conflict resolution abilities
- Strong organizational, analytical, critical thinking skills
- Great problem solver and with excellent situational awareness
- Leadership Training and management experience

Activities

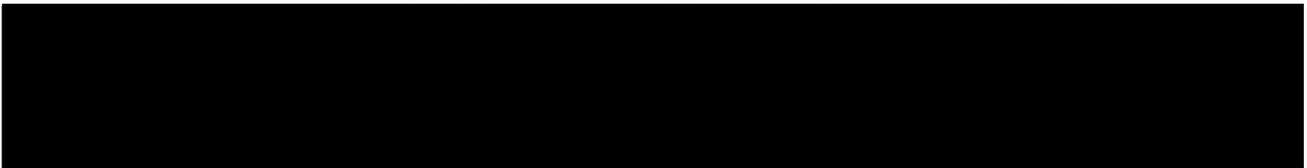
- Volunteer Fire Fighter, West Albany Fire District
- President of Lambda Theta Phi Latin Fraternity, Incorporated Alpha Rho Chapter
- Vice President of the Latino Student Association of Temple University
- Rainbow/ Push Wall Street Coalition Conference
- Small business owner
- 2008 Graduate of the LeaderShape Institution
- Collegiate lecturer

Marina Salazar



A highly skilled and organized individual with 20+ years of experience preparing a variety of dishes and maintaining cleanliness standards for my clients.

Work Experience



Education

American LLC
Certificate in English

2002 - 2003

Skills

Housekeeping
Expertise with cleaning supplies
Customer services skills
English and Spanish speaking
Attention to Detail
Cleanliness kitchen sanitary
Creativity with baking
Culinary experience

Francisco Lugoviña



Francisco Lugoviña has been committed to the Charter School movement for the past decade as founding member of the Board of Trustees of Family Life Academy Charter School and the John Lavelle Preparatory Academy Charter School. He has served as chairperson for both institutions and is credited with being a visionary and developer of these successful schools. Mr. Lugoviña has guided the development of other charter schools, assisting in Board development, fundraising, and initiating state of the art greening and nutrition programs.



He revitalized the Bronx Museum of the Arts and served on that board for 20 years. He served on the Executive Committee of the Phelps-Stokes Fund Board for 15 years; was on the Business Development Committee of the National Hispanic Business Group; and is a Board member of the Greyston Foundation, where he sits on the Housing Development Committee and is Chairman of the Spiritual Pathways Committee.

Mr. Lugoviña received New York City's highest Mayoral award for arts contribution and an award from the Jewish Community Relations Council.

He is an ordained Buddhist priest in the Soto Zen lineage; is a member of the Zen Peacemaker Circles and Peacemaker International; and is the founder of the Hudson River Peacemaker Center-House of One People in Yonkers, New York.

Mr. Lugoviña holds a Bachelor's Degree in Business Administration and Finance from Iona College. He is an avid gardener and is also certified by the Bronx Botanical Gardens as Master Composter. Mr. Lugoviña continues to play golf and racquetball. He is also one that has a lot of fun and laughs a lot.

Response 15a - Relationship Strategies

Family Life Academy Charter School (FLACS) IV is committed to establishing and maintaining an ongoing relationship with the local school district.

The founding team has already reached out to the district office about its intent to replicate and to discuss future partnerships with the district. Specifically, Marilyn Calo reached out to Dr. Kristy De La Cruz, Deputy Superintendent of CSD 9 on December 14, 2018. (A summary of the conversation is included in *Response 04d - Evidence of Outreach*). If approved, the team will reach out to the both the district office again and to individual principals in the district stating when the school will open and disclosing an intent to build partnerships with the school district and schools therein.

In the past, the FLACS network has been involved in other efforts to build relationships with schools in its local school districts. These efforts have included inviting local public school staff to visit the schools and to be part of roundtable discussions. FLACS I was part of a Dissemination Grant in which a coach from FLACS I helped support teachers at one of the local public middle schools in the district over a three year period. FLACS schools have served as a site where local public high school students can complete community service hours. At FLACS III, students from a public high school on the same block volunteer in the school once a week.

The FLACS network recognizes it must continue to seek opportunities to foster district and school partnerships across the local school districts. As a means to create partnerships with other schools in South Bronx, FLACS IV, along with its sister schools, is proposing holding workshops and professional development sessions that would be open to teachers and administrators from educators from any school in CSD 7 and 9. These workshops would be held in FLACS facilities and provided by FLACS staff members. These might happen after school or on the weekends. FLACS would seek funding to help support this initiative to cover the cost of staffing and materials (books, photocopies, refreshments, etc.); otherwise the school would build this cost into its professional development budget. Currently, FLACS is planning to open up the workshops that it offers as the lead school in the New York City English Language Learner consortium to leadership staff that works with ELLs in CSD 7 and 9.

FLACS IV would also consider offering to share the curriculum resources that it has developed with other schools in the South Bronx and/or support local schools in strengthening their curriculum.

At times, the FLACS network has found it challenging to engage members of the local school district. When inviting local public schools into FLACS schools, the network has received little interest in the past. The network believes that this may stem from an incorrect sense that charter schools and traditional public schools are at odds or from fear over competition for staffing and other resources. FLACS will be cognizant of these concerns as it works to build true partnerships with the district in the future.

Response 15b - School Partnerships

Response 01b - Programmatic Impact lists all of the public schools in CSD 9. Of these, the schools that FLACS IV would specifically try to engage in school partnerships are included in Table 15-1.

**Request for Information from
Prospective Charter School Education Corporation Trustee
FORM**

Please provide the following information.

Background

1. Name of charter school education corporation for which you intend to serve as a trustee.

2. Full name:

Marina Salazar

Home Address:

Business Name and Address:

Home telephone No.:

Work telephone No.:

E-mail address:

[Redacted]

preferred contact number

3. A brief educational and employment history (you may attach a resume):

Resume attached.

4. Please affirm that you will be at least 18 years old by the date of appointment to the education corporation's board. I affirm.

5. Please indicate whether you currently or have previously served on a board of a school district, another charter school education corporation, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above).

Does not apply to me. Yes,

6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,

7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.

Does not apply to me. Yes,

Conflicts

8. Please indicate whether you or your spouse knows any of the other charter school education corporation trustees, or prospective or former trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes,
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, an employee of the education corporation. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes,
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the education corporation or any of the schools it has the authority to operate (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the education corporation. I / we do not know any such persons. Yes,
11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the education corporation or any school it has the authority to operate. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the education corporation or any of the schools it has the authority to operate contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the education corporation does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the education corporation or any of the schools it has the authority to operate contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the education corporation or any of the schools it has the authority to operate is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,

15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the education corporation or any of the schools it has the authority to operate, i.e., is partnered with the education corporation. (For the identity of all such organizations, please consult with the chair of the board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,

16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the education corporation board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,

17. Please indicate how you would handle a situation in which you believe one or more members of the education corporation's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. *I would talk to the Member directly and then reach out to the board for a private meeting in regards to my concern so that if everything is in order and there was no self-dealing the person would not be open to public questioning.*

Other

18. Please affirm that you have read the education corporation's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.

19. Please provide any other information that you feel pertinent to the SUNY Charter Schools Institute's review.

Certification

I, Marina Sabzer, certify to the best of my knowledge and ability that the information I am providing to the State University of New York/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the {insert name of education corporation} *FLACS* is true and correct in every respect.

Marina Sabzer
Signature

11/28/18
Date

Please submit this form with the RFI form to the Institute or via mail, facsimile or e-mail (in PDF with signature) to:

SUNY Charter Schools Institute
353 Broadway
Albany, New York 12246
(518) 445-4250 (phone)
(518) 320-1572 (fax)



**Request for Information from
Prospective Charter School Education Corporation Trustee
FORM**

Please provide the following information.

Background

1. Name of charter school education corporation for which you intend to serve as a trustee.

Family LIFE Academy School

2. Full name: RAFAEL MCDONALD

Home Address: [REDACTED]

Business Name and Address: [REDACTED]

Home telephone No.: [REDACTED]

Work telephone No.: [REDACTED]

E-mail address: [REDACTED]

3. A brief educational and employment history (you may attach a resume):

Resume attached.

4. Please affirm that you will be at least 18 years old by the date of appointment to the education corporation's board. I affirm.

5. Please indicate whether you currently or have previously served on a board of a school district, another charter school education corporation, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above).

Does not apply to me. Yes,

6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,

7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.

Does not apply to me. Yes,

as a school trustee. After the Institute approves a trustee in writing, it will ask the education corporation for an updated list of trustees.

D. Responsible Tasks

- Submit a signed copy of the resolution electing the prospective trustee or the signed minutes showing such election to the Institute together with a *Request for Information from Prospective Charter School Education Corporation Trustee* (RFI).
- After each prospective trustee reviews the by-laws, code of ethics and any conflict of interest policies of the education corporation, the board secretary or administrator should have each prospective trustee complete a RFI form, which the education corporation or proposed trustee must submit to the Institute.
- After approval by the Institute, the board secretary or other administrator should inform the new trustee of his or her official seating on the board. The trustee may now vote. The education corporation must send an updated board list to the Institute.
- As a reminder, the Education Corporation must notify the SUNY Trustees within five (5) business days of any of the following education corporation trustee actions: removal; resignation; expiration of term without re-election; or, otherwise leaving the education corporation board.

Conflicts

8. Please indicate whether you or your spouse knows any of the other charter school education corporation trustees, or prospective or former trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes,
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, an employee of the education corporation. If so, indicate the precise nature of your relationship. I / we do not know any such employees. Yes,
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the education corporation or any of the schools it has the authority to operate (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the education corporation. I / we do not know any such persons. Yes,
11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the education corporation or any school it has the authority to operate. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the education corporation or any of the schools it has the authority to operate contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship. Not applicable because the education corporation does not contact with a management company or charter management organization. I / we do not know any such persons. Yes,
13. If the education corporation or any of the schools it has the authority to operate contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the education corporation or any of the schools it has the authority to operate is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,

15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the education corporation or any of the schools it has the authority to operate, i.e., is partnered with the education corporation. (For the identity of all such organizations, please consult with the chair of the board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes.
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the education corporation board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes.
17. Please indicate how you would handle a situation in which you believe one or more members of the education corporation's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer.

Other

18. Please affirm that you have read the education corporation's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the SUNY Charter Schools Institute's review.

Certification

I, RAFAEL MCDONALD, certify to the best of my knowledge and ability that the information I am providing to the State University of New York/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the {insert name of education corporation} is true and correct in every respect.

Signature

Date

11/25/18

Please submit this form with the RFI form to the Institute or via mail, facsimile or e-mail (in PDF with signature) to:

SUNY Charter Schools Institute
 353 Broadway
 Albany, New York 12246
 (518) 445-4250 (phone)
 (518) 320-1572 (fax)



trustees must be fixed (i.e., when there is a range) the board should do so at or prior to the time of the election of the proposed trustee and clearly reflect same in the minutes. Note: the legal limits on board size are 5 minimum and 25 maximum, although best practice has shown boards of 13 or under to be effective.

- The board secretary or other administrator should review the following to determine the proper qualification of the prospective board member:
 - Charter Agreement section entitled “Governance; School Board; By-laws” (Section 2.2 in recent charters) for the following:
 - compliance with the 40% rule (no more than 40% of the school board may be affiliated with any single entity unless the school has received a waiver from the SUNY); and
 - compliance with provisions prohibiting or restricting board membership for persons associated with a CMO/EMO.
 - Charter Agreement Exhibit A, “Additional Assurances and Terms,” if any, which may contain restrictions on board membership or a waiver thereof;
 - Charter Agreement Exhibit A, “Terms of Operation;”
 - By-laws, which may:
 - state what type or “class” of trustee must be elected, e.g., parent, teacher representative, community member;
 - state any conditions that must be met prior to the election or nomination of a proposed trustee (vote of the parent/teacher organization; vote of partner organization, etc.);
 - direct how the trustee will be elected or appointed (super-majority vote, vote of corporate member, etc.); and/or,
 - state how long the term of a trustee will be. When vacant seats are filled, the new trustee serves for the remainder of the prior trustee’s term. When new seats are created, the board, chairperson or other methodology in the by-laws may dictate the length of the term, which may be staggered with other terms. It is good practice for the secretary to keep a multi-year elections calendar to track each trustee’s term.

The education corporation board or corporate member elects or appoints the *prospective* trustee at a duly convened meeting of the applicable board with a quorum and following any by-laws restrictions on elections such as super-majority provisions. The Institute will approve or reject such proposed trustee in writing within 45 days of submission of *all* of the above required documentation (complete *Request for Information from Prospective Charter School Education Corporation Trustee* (“RFI”) and evidence of proper election (e.g., signed resolution or minutes reflecting vote). If the Institute takes no action within the 45 day period, the person may be seated

1. REQUEST FOR INFORMATION

A. Applicable Charter Agreement Provisions

The following images show applicable provision from the Model Charter Agreement:

- Section 2.3, *Selection of New Education Corporation Board Members*.

(available at <http://www.newyorkcharters.org/model-charter-agreement/>), which are the same or very similar to those of each education corporation's Charter Agreement.

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

B. Applicable Laws and Regulations

None.

C. Discussion

In order to legally seat a person on a charter school education corporation board, the following procedures should generally be followed as well as any specific provisions contained in education corporation's by-laws:

- When a board seat becomes vacant or is created, the board (by committee or otherwise) should seek nominations for a person to fill the vacant seat with appropriate qualifications per the Charter Agreement *and* by-laws requirements.
- The board secretary or other administrator should review the by-laws to determine the proper number of trustees that may be seated on the board, or the proper range (e.g., 7-11). If the board has too many members, a request to amend the by-laws must be made to the Institute or the seat may not be filled. In cases where the number of

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. FLACS Charter School
2. Full name: RAFAEL MCDONALD
Home Address: [REDACTED]
Business Name and Address: [REDACTED]
Home telephone No.: [REDACTED]
Work telephone No.: [REDACTED]
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes,
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes,

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes,
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes,
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and

the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes,

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,

12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.

Not applicable because the school does not contact with a management company or charter management organization.

I / we do not know any such persons.

Yes,

13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,

14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,

15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,

16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,

17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. *Address the issue at hand, and*

Other

Discuss the matter in further detail and find a resolution of ending of such dealings of personal interest upon decision making for these schools

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.

19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

Certification

I, Rafael McDonald certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the FACS Charter School is true and correct in every respect.

Signature

10/15/18
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]



Charter Schools Institute
The State University of New York

**Request for Information
from Prospective
Charter School Trustees**

Guidance and Form

Updated: May 21, 2007

Charter Schools Institute
State University of New York
41 State Street, Suite 700
Albany, New York 12207
518/433-8277
Fax: 518/427-6510

Guidance regarding the *Request for Information Form*

Serving on a public charter school board is a position of great trust and responsibility. As a charter school trustee, you would be charged with overseeing the education of all students enrolled in the school, the expenditure of public and private monies directed to the charter school, and, if applicable, the oversight of any charter management entity.

Because of the importance of the position that you seek to assume, the Board of Trustees of the State University of New York requires that new board members be approved by it pursuant to the terms of each school's Charter Agreement. The Charter Schools Institute carries out this responsibility for the State University Trustees through this Request for Information (RFI) process.

Only in very rare cases does the Institute reject properly approved prospective trustees who have provided all information requested on this form. These cases are generally limited to prospective members who would have severe conflicts of interest* in fulfilling their fiduciary or other duties as a charter school board member, who are proposed to be seated in violation of the school's charter or by-laws, or whose background evidences untrustworthiness, e.g., criminal record, a record of financial dealings inimical to the public trust. Accordingly, and in order to expedite the approval of new board members, the Institute requests that you provide full and complete answers to each of the items below (and provide the certification indicated). This will assist the Institute in its review.

Pursuant to New York's Freedom of Information Law (FOIL), any personal information listed on or attached to this form (including the Charter School Trustee Contact Information form) that would constitute an unwarranted invasion of personal privacy will not be disclosed to the public pursuant to FOIL (home address, telephone number, etc.).

* A conflict of interest is generally defined as a situation in which someone has differing or competing professional or personal interests, and do not necessarily have to involve monetary interests. In the case of a charter school trustee, who has a duty of loyalty to the charter school on whose board he or she sits, such differing or competing interests can complicate corporate decision making. Examples of conflicts of interest include the following:

- being a charter school trustee of more than one charter school at the same time;
- being paid by a charter school as an employee or contractor while serving as a school trustee;
- being a parent of a student of a charter school on whose board you sit, especially when making decisions related to your child's teachers; and
- being a charter school trustee while your spouse's company or employer is doing business with the charter school.

In many cases, conflicts are waiveable as long as the trustee discloses the interests to the school board and recuses his- or herself from voting when conflicted. In rare cases the conflict of interest will mandate that either one of the competing interests be given up. For example, a school trustee cannot work for a for-profit management company that manages the charter school's operations.

Questions related to conflict of interest may be addresses to the school's counsel or the General Counsel of the Insitute.

Seating New Trustees: General Procedures

In order to legally seat a person on a charter school board, the following procedures should generally be followed as well as any specific provisions contained in your school's by-laws.

- When a board seat becomes vacant or is created, the school board (by committee or otherwise) should seek nominations for a person to fill the vacant seat with appropriate qualifications per the Charter Application, *and* who complies with the Charter Agreement restrictions in Section 2 (and including Exhibit D) *and* school by-laws requirements.
- The charter school board secretary or other administrator should review the school by-laws to determine the proper number of trustees that may be seated on the board, or the proper range (e.g., 7-11). If the board has too many members, a request to amend the by-laws must be made to the Institute or the seat may not be filled. In cases where the number of trustees must be fixed (i.e., when there is a range) the school board should do so at or prior to the time of the election of the proposed trustee and clearly reflect same in the minutes. Note: The legal limits on board size are 5 minimum and 25 maximum.
- The board secretary or other administrator should review the following to determine the proper qualification of the prospective board member:
 - 1) Charter Agreement paragraph entitled "Governance; School Board; By-laws" (§ 2.10 in recent charters) for the following:
 - a) compliance with the 40% rule (no more than 40% of the school board may be affiliated with any single entity unless the school has received a waiver from the State University Trustees);
 - b) compliance with provisions prohibiting or restricting board membership for persons associated with a charter management organization (CMO);
 - 2) Charter Agreement Exhibit D, "Additional Assurances and Terms," which may contain restrictions on board membership or a waiver thereof;
 - 3) Charter Agreement Exhibit A, "Terms of Operation," which is either the Charter Application (new schools) or the Key Design Elements (renewal schools). The Charter Application will set forth the school trustee qualifications of the school that are in addition to those required by law (age 18). Key Design Elements may or may not contain such information;
 - 4) By-laws, which may:
 - a) state what type or "class" of trustee must be elected, e.g., parent, teacher representative, community member;
 - b) state any conditions that must be met prior to the election or nomination of a proposed trustee (vote of the parent/teacher organization; vote of partner organization, etc.);
 - c) direct how the trustee will be elected or appointed (super-majority vote, vote of corporate member, etc.); and/or
 - d) state how long the term of a trustee will be. When vacant seats are filled, the new trustee serves for the remainder of the prior trustee's term. When new seats are created, the board, chairperson or other methodology in the by-laws may dictate the length of the term, which be staggered with other terms. It is a good practice for the secretary to keep a multi-year elections calendar to track each trustees' term.
- The school board or corporate member elects or appoints the *prospective* school trustee at a duly convened meeting of the school board with a quorum and following any by-laws restrictions on elections such as super-majority provisions.
- Submit a signed copy of the resolution electing the prospective trustee or of the signed minutes showing such election to the Institute together with a *Request for Information from Prospective Board Members* (RFI).
- After each prospective trustee reviews the by-laws, code of ethics and any conflict of interest policies of the school, the board secretary or administrator should have each prospective trustee complete a RFI form, which the school or proposed trustee must submit to the Institute.

Institute Actions:

The Institute will approve or reject such proposed trustee in writing within 45 days of submission of *all* of the above required documentation (complete RFI with Charter School Trustee Contact Information form, and evidence of proper election (e.g. signed resolution or minutes reflecting vote). If the Institute takes no action within the 45 day period the person may be seated as a school trustee. After the Institute approves a trustee in writing, it will ask the school for an updated list of school trustees.

- The school board secretary or other administrator should inform the new trustee of his or her official seating on the school board. The trustee may now vote. The school must send an updated board list to the Institute.

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee.
2. Full name: *Bryan Rivera*
Home Address: [REDACTED]
Business Name and Address: [REDACTED]
Home telephone No.: [REDACTED]
Work telephone No.: [REDACTED]
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes, I am currently the secretary for LPAC's board.
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes,

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes, please see attached addendum.
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes, please see attached addendum.
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes,

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 - Not applicable because the school does not contact with a management company or charter management organization.
 - I / we do not know any such persons.
 - Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer.

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review. *I have the same last name as the Rivera family but am not related.*

Certification

I, Bryan Rivera, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter School is true and correct in every respect.

Signature

Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. FLACS II
2. Full name: Francisco Lugovina
Home Address: [REDACTED]
Business Name and Address:
Home telephone No.: [REDACTED]
Work telephone No.: [REDACTED]
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes,.
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes, Settled with IRS Services for taxes owed

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes, work together as policy maker.
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes, We have worked together.
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with

the school. I / we do not know any such persons. Yes, persons involved with the potential facility where we plan to locate one school.

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes, seeking compensation as chairperson if legally possible.

12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.

Not applicable because the school does not contact with a management company or charter management organization.

I / we do not know any such persons.

Yes,

13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description N/A. I / we have no such interest. Yes,

14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,

15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,

16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes, Serve on two boards – Family Life Academy Charter School and John Lavelle Preparatory Charter School.

17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. Report to Chairman, if need be to the authorizer.

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.

19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review. None

Certification

I, FRANCISCO LUGOVIA, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the _____ Charter School is true and correct in every respect.


Signature

2/16/2011
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: 

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. FLACS II
2. Full name: Evelyn Castro
Home Address: [REDACTED]
Business Name and Address: N/A
Home telephone No.: [REDACTED]
Work telephone No.: n/A
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me. Yes,.
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes, .
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees.
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes, Ms. Calo, she will be a

consultant to the FLACS II charter school, I know her through working together at the DOE many years back.

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate Does not apply to me, my spouse or family. Yes,.
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None.
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. I would provide written and verbal notice to entire Board

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review

Certification

I, Evelyn Castro, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Charter-II Charter School is true and correct in every respect.

Evelyn Castro
Signature

2/17/2011
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. FLACS II
2. Full name: Florence G. Wolpoff
Home Address: [REDACTED]
Business Name and Address: [REDACTED]
Home telephone No.: [REDACTED]
Work telephone No.: [REDACTED]
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes.
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes.
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes.

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes, My husband worked in District #4 when Evelyn Castro was Superintendent.
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes.
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and

the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. After confronting I would go to the Chairman of the Board.

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

Certification

I, Florence G Wolpoff certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the FLACS-11 Charter School is true and correct in every respect.

Florence G Wolpoff
Signature

February 16, 2011
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. FLACS II
2. Full name: Greg Nannery
Home Address: [REDACTED]
Business Name and Address:
Home telephone No.: [REDACTED]
Work telephone No.:
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. X I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes,.
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees.
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes, Ms. Calo, she will be a

consultant to the FLACS II charter school, I know her through her son-in-law, a friend of mine.

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None.
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. I would provide written and verbal notice to the non-self-dealing members of the Board and the school's administration. If immediate action was not taken, I would call an emergency meeting to vote on removing the member. The action I would deem sufficient would have to be removal; a ceasing of the self-dealing would not suffice because said member could no longer be entrusted with their fiduciary duties to the school as a member of the Board of Trustees.

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.

19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review

Certification

I, GREG NANNERY, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the FAMILY LIFE ACADEMY Charter School is true and correct in every respect. CHARTER SCHOOL - II

Greg Nannery
Signature

2/23/2011
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. FLACS II
2. Full name: Wanda Torres Mercado
Home Address: [REDACTED]
Business Name and Address: [REDACTED]
Home telephone No.: [REDACTED]
Work telephone No.: [REDACTED]
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes.
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes.
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes.

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees Yes,
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes,
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes, sister on Board of Trustees for potential school facility building

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes, sister on Board of Trustees for potential school facility building
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. After addressing member, Report to Chairman, if need be to the authorizer.

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review. None

Certification

I, Wanda Torres Mercado certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy II Charter School is true and correct in every respect.

Wanda Torres Mercado
Signature

2/23/11
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: XXXXXXXXXX



Charter Schools Institute
The State University of New York

**Request for Information
from Prospective
Charter School Trustees**

Guidance and Form

Updated: May 21, 2007

Charter Schools Institute
State University of New York
41 State Street, Suite 700
Albany, New York 12207
518/433-8277
Fax: 518/427-6510

Guidance regarding the *Request for Information Form*

Serving on a public charter school board is a position of great trust and responsibility. As a charter school trustee, you would be charged with overseeing the education of all students enrolled in the school, the expenditure of public and private monies directed to the charter school, and, if applicable, the oversight of any charter management entity.

Because of the importance of the position that you seek to assume, the Board of Trustees of the State University of New York requires that new board members be approved by it pursuant to the terms of each school's Charter Agreement. The Charter Schools Institute carries out this responsibility for the State University Trustees through this Request for Information (RFI) process.

Only in very rare cases does the Institute reject properly approved prospective trustees who have provided all information requested on this form. These cases are generally limited to prospective members who would have severe conflicts of interest* in fulfilling their fiduciary or other duties as a charter school board member, who are proposed to be seated in violation of the school's charter or by-laws, or whose background evidences untrustworthiness, e.g., criminal record, a record of financial dealings inimical to the public trust. Accordingly, and in order to expedite the approval of new board members, the Institute requests that you provide full and complete answers to each of the items below (and provide the certification indicated). This will assist the Institute in its review.

Pursuant to New York's Freedom of Information Law (FOIL), any personal information listed on or attached to this form (including the Charter School Trustee Contact Information form) that would constitute an unwarranted invasion of personal privacy will not be disclosed to the public pursuant to FOIL (home address, telephone number, etc.).

* A conflict of interest is generally defined as a situation in which someone has differing or competing professional or personal interests, and do not necessarily have to involve monetary interests. In the case of a charter school trustee, who has a duty of loyalty to the charter school on whose board he or she sits, such differing or competing interests can complicate corporate decision making. Examples of conflicts of interest include the following:

- being a charter school trustee of more than one charter school at the same time;
- being paid by a charter school as an employee or contractor while serving as a school trustee;
- being a parent of a student of a charter school on whose board you sit, especially when making decisions related to your child's teachers; and
- being a charter school trustee while your spouse's company or employer is doing business with the charter school.

In many cases, conflicts are waiveable as long as the trustee discloses the interests to the school board and recuses his- or herself from voting when conflicted. In rare cases the conflict of interest will mandate that either one of the competing interests be given up. For example, a school trustee cannot work for a for-profit management company that manages the charter school's operations.

Questions related to conflict of interest may be addresses to the school's counsel or the General Counsel of the Insitute.

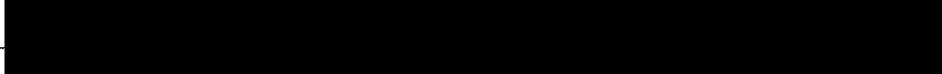
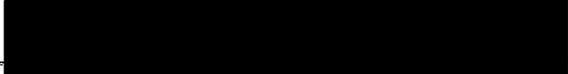
Seating New Trustees: General Procedures

In order to legally seating a person on a charter school board, the following procedures should generally be followed as well as any specific provisions contained in your school's by-laws.

<input type="checkbox"/>	When a board seat becomes vacant or is created, the school board (by committee or otherwise) should seek nominations for a person to fill the vacant seat with appropriate qualifications per the Charter Application, <i>and</i> who complies with the Charter Agreement restrictions in Section 2 (and including Exhibit D) <i>and</i> school by-laws requirements.
<input type="checkbox"/>	The charter school board secretary or other administrator should review the school by-laws to determine the proper number of trustees that may be seated on the board, or the proper range (e.g., 7-11). If the board has too many members, a request to amend the by-laws must be made to the Institute or the seat may not be filled. In cases where the number of trustees must be fixed (i.e., when there is a range) the school board should do so at or prior to the time of the election of the proposed trustee and clearly reflect same in the minutes. Note: The legal limits on board size are 5 minimum and 25 maximum.
<input type="checkbox"/>	The board secretary or other administrator should review the following to determine the proper qualification of the prospective board member: <ol style="list-style-type: none"> 1) Charter Agreement paragraph entitled "Governance; School Board; By-laws" (§ 2.10 in recent charters) for the following: <ol style="list-style-type: none"> a) compliance with the 40% rule (no more than 40% of the school board may be affiliated with any single entity unless the school has received a waiver from the State University Trustees); b) compliance with provisions prohibiting or restricting board membership for persons associated with a charter management organization (CMO); 2) Charter Agreement Exhibit D, "Additional Assurances and Terms," which may contain restrictions on board membership or a waiver thereof; 3) Charter Agreement Exhibit A, "Terms of Operation," which is either the Charter Application (new schools) or the Key Design Elements (renewal schools). The Charter Application will set forth the school trustee qualifications of the school that are in addition to those required by law (age 18). Key Design Elements may or may not contain such information; 4) By-laws, which may: <ol style="list-style-type: none"> a) state what type or "class" of trustee must be elected, e.g., parent, teacher representative, community member; b) state any conditions that must be met prior to the election or nomination of a proposed trustee (vote of the parent/teacher organization; vote of partner organization, etc.); c) direct how the trustee will be elected or appointed (super-majority vote, vote of corporate member, etc.); and/or d) state how long the term of a trustee will be. When vacant seats are filled, the new trustee serves for the remainder of the prior trustee's term. When new seats are created, the board, chairperson or other methodology in the by-laws may dictate the length of the term, which be staggered with other terms. It is a good practice for the secretary to keep a multi-year elections calendar to track each trustees' term.
<input type="checkbox"/>	The school board or corporate member elects or appoints the <i>prospective</i> school trustee at a duly convened meeting of the school board with a quorum and following any by-laws restrictions on elections such as super-majority provisions.
<input type="checkbox"/>	Submit a signed copy of the resolution electing the prospective trustee or of the signed minutes showing such election to the Institute together with a <i>Request for Information from Prospective Board Members</i> (RFI).
<input type="checkbox"/>	After each prospective trustee reviews the by-laws, code of ethics and any conflict of interest policies of the school, the board secretary or administrator should have each prospective trustee complete a RFI form, which the school or proposed trustee must submit to the Institute.
Institute Actions:	The Institute will approve or reject such proposed trustee in writing within 45 days of submission of <i>all</i> of the above required documentation (complete RFI with Charter School Trustee Contact Information form, and evidence of proper election (e.g. signed resolution or minutes reflecting vote). If the Institute takes no action within the 45 day period the person may be seated as a school trustee. After the Institute approves a trustee in writing, it will ask the school for an updated list of school trustees.
<input type="checkbox"/>	The school board secretary or other administrator should inform the new trustee of his or her official seating on the school board. The trustee may now vote. The school must send an updated board list to the Institute.

**DISCLOSURE OF FINANCIAL INTEREST
BY A CHARTER SCHOOL TRUSTEE¹**

FOR INSTITUTE USE ONLY
 FILING FOR SCHOOL YEAR: _____
 DATE RECEIVED: _____

1. Name of charter school: Family Life Academy Charter School
2. Trustee's name (print): Susana Rivera Leon
3. Position(s) on board (e.g., chair, treasurer, committee chair, etc.): member
4. Home address: 
5. Business Address: 
6. Daytime phone: 
7. E-mail: 
8. Is Trustee an employee of the school? ___ Yes. No. If you checked yes, please provide a description of the position you hold, your salary and your start date.

9. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members have held or engaged in with the charter school during the prior school year. If there has been no such financial interest or transaction, please write "None." Please note that if you answered yes to Question 8, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps Taken to Avoid a Conflict of Interest, (e.g., did not vote, did not participate in discussion)	Identity of Person Holding Interest or Engaging in Transaction (e.g., you and/or immediate family member (name))
<u>See</u> <i>Please write "None" if applicable. Do not leave this space blank.</i>	<u>goldendiamond</u>		

¹ Form Revised May 24, 2006

10. Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the charter school *and* in which such entity, during the preceding school year, you and/or your immediate family member(s) had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school that is doing business with the school through a management or services agreement, you need not list every transaction between such entity and the school that is pursuant to such agreement; rather, please identify only the name of the entity, your position in the entity as well as the relationship between such entity and the charter school. If there was no financial interest, please write "None."

Entity Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee and/or Immediate Family Holding an Interest in the Entity Conducting Business with the School and the Nature of the Interest	Steps Taken to Avoid Conflict of Interest
	<p><i>none</i></p>	<p><i>see addendum</i></p>	<p><i>see addendum</i></p>	<p><i>see addendum</i></p>

Please write "None" if applicable. Do not leave this space blank.

[Handwritten Signature]

 Signature

7/16/12

 Date

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,

17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer.

Other

#17 after addressing the member, I would report it to chairman, and if need be inform authorizer.

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

Certification

I, Susana Quiñón, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter School is true and correct in every respect.

Susana Quiñón
Signature

July 16, 2012
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

Conflict of Interest Addendum

Attachment A

Susana Rivera Leon

Board Candidate

- #3 I am a parent of two (2) children that attend FLACS I and I will excuse myself from any voting decisions pertaining to my children's teachers.
- #4 I am the Executive Vice President of the Latino Pastoral Action Center, which is the community sponsor and landlord of FLACS.
- My father, Rev. Dr. Raymond Rivera is the founder of both LPAC and FLACS. He will be stepping down from the FLACS board in the near future; and I plan to continue his vision and legacy on the board. I would also like to disclose that Mrs. Marilyn Calo, the new CEO of the FLACS network of schools is my stepmother. We consider ourselves a community grown charter school and strive to maintain an organic relationship with our community sponsor.
- I am also a board member of the CG Educational Holdings, Corp. which is the company that jointly owns the newly purchased FLACS II building located at 370 Gerard Avenue, Bronx, N.Y. 10451

Request for Information from Prospective Charter School Board Members

RESPONSES OF PEDRO ALVAREZ, AUGUST 9, 2004

CONFLICT OF INTEREST

- 6. Please indicate whether you or your spouse knows any of the other board members, or prospective or former board members. If so, please indicate the precise nature of your relationship.**

Nor my wife or I have any connection with other members.

- 7. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.**

As a parent of two students at FLACS we have met with teachers, staff and administration in PTA meetings, PT Conferences and other school activities.

- 8. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer or employee of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.**

I do not know anyone who is doing, or plans to do, business with FLACS.

- 9. Please indicate if you, your spouse or other immediate family member anticipates conducting, or is conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.**

I do not anticipate conducting or who are conducting, any business with the school.

- 10. If the school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.**

I do not know any employees, officers, owners, directors or agents of any partnering education service provider of the school.

Request for Information from Prospective Charter School Board Members

RESPONSES OF PEDRO ALVAREZ, AUGUST 9, 2004

- 11. If the school is partnered with an educational service provider, please indicate whether you, your spouse or other immediate family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.**

My immediate family and I do not have a direct or indirect ownership, employment, contractual or management interest in any partnering interest in any partnering educational service provider of the school.

- 12. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted.**

My immediate family members and I do not anticipate conducting, or are conducting, business with any partnering educational service provider of the school.

- 13. Please indicate whether you, your spouse or other immediate family member is a director, officer, employee, partner or member of, or is otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to items 9-12, you may so indicate.**

My immediate family members and I are not directors, officers, employees, partners or members of, or are otherwise associated with, any organization that filed an application in conjunction with the charter school.

- 14. Please indicate the potential ethical or legal conflicts of interests (if any) that would, or are likely to, exist should you be approved for service on the school's board.**

I do not foresee any ethical or legal conflicts of interests should I be approved to serve on the school's board.

- 15. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family).**

I will act accordingly with the bylaws of the organization and the rules contained in the government granting the authority to exist.

Request for Information from Prospective Charter School Board Members
RESPONSES OF PEDRO ALVAREZ, AUGUST 9, 2004

EDUCATIONAL PHILOSOPHY

16. Please provide your understanding of the school's mission and/or philosophy.

The Family Life Academy Charter School seeks to provide a space for children in the Highbridge community to achieve academic excellence. The school employs a transitional bilingual education methodology to ensure that the students use their existing skills and language skills to become strong English speakers. At the same time, the students continue to learn their native language—primarily Spanish—in a foreign language class. This enables the students to continue to communicate with family and friends who connect in their native language, or who speak a non-English language.

17. Please indicate whether you are familiar with the educational program of the school.

Yes, as a parent I am familiar with the school program, vision and mission through activities such as conferences, meetings, workshops and my children's schoolwork.

18. Please indicate what you believe to be the characteristics of a successful school. In particular, provide the specific steps you think the board of the school will need to take to ensure that this school is and remains successful.

I believe that if everyone in the community gets involved in the educational process of our children we can improve it and make positive changes.

Request for Information from Prospective Charter School Board Members

RESPONSES OF PEDRO ALVAREZ, AUGUST 9, 2004

OTHER

19. Please indicate your understanding of the appropriate role of a public charter school board member.

As an educated parent I can see the role of a board member to reach balance decisions on school issues and oversee the day to day operations of the school.

20. Please affirm that you have read the school board's by-laws and conflict of interest policies.

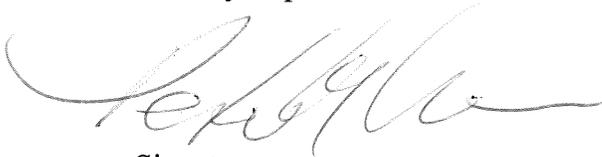
I have read the school board's by-laws and conflict of interest policies.

21. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

I will be glad to return to the school system part of what I got from it, a professional and meaningful life.

CERTIFICATION

I, NAME, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter School is true and correct in every respect.



Signature



Date

Request for Information from Prospective Charter School Board Members

RESPONSES OF [MIGUEL A. PENA], JANUARY 24, 2004

CONFLICT OF INTEREST

- 6. Please indicate whether you or your spouse knows any of the other board members, or prospective or former board members. If so, please indicate the precise nature of your relationship.**

We do not know any of the members of the board. That includes past or present members.

- 7. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.**

We don't know any of the staff members of the school.

- 8. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer or employee of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.**

We do not know anyone who is doing or intend to do business with the charter school.

- 9. Please indicate if you, your spouse or other immediate family member anticipates conducting, or is conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.**

We do not have any family member who is or will be doing business with the school.

- 10. If the school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.**

We do not know anyone or any institution that is conducting business with the school.

Request for Information from Prospective Charter School Board Members
RESPONSES OF [MIGUEL A. PENA], JANUARY 24, 2004

- 11. If the school is partnered with an educational service provider, please indicate whether you, your spouse or other immediate family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.**

Nor we or any one of my immediate family members have any direct or indirect interest in the school.

- 12. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted.**

Nor we or any one of my immediate family members have any direct or indirect interest in the school.

- 13. Please indicate whether you, your spouse or other immediate family member is a director, officer, employee, partner or member of, or is otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to items 9-12, you may so indicate.**

Nor we or any one of my immediate family members have any direct or indirect interest in the school.

- 14. Please indicate the potential ethical or legal conflicts of interests (if any) that would, or are likely to, exist should you be approved for service on the school's board.**

None.

- 15. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family).**

I would follow the Board Bylaws regarding self-dealing.

Request for Information from Prospective Charter School Board Members

RESPONSES OF [MIGUEL A. PENA], JANUARY 24, 2004

EDUCATIONAL PHILOSOPHY

16. Please provide your understanding of the school's mission and/or philosophy.

The Family Life Academy Charter School seeks to provide a space for children in the Highbridge community to achieve academic excellence. The school employs a transitional bilingual education methodology to ensure that the students use their existing skills and language skills to become strong English speakers. At the same time, the students continue to learn their native language—primarily Spanish—in a foreign language class. This enables the students to continue to communicate with family and friends who connect in their native language, or who speak a non-English language.

17. Please indicate whether you are familiar with the educational program of the school.

As a parent of a third grader at Family Life Academy Charter School, I am very familiar with the work my son brings home and I have had a good relationship with his teachers through conferences and weekly conversations. I have also participated in all PTA meetings and workshops in these past three years. As the President of the PTA since, October, 2003 I have been a part of the Board meetings and have been exposed directly to the written charter and also to presentations from the FLACS Administration and Faculty which is allowing me to understand in more detail our schools educational program.

18. Please indicate what you believe to be the characteristics of a successful school. In particular, provide the specific steps you think the board of the school will need to take to ensure that this school is and remains successful.

The number of students per classroom; FLACS Charter has established no more than 26 children in a classroom. The environment of two teachers per classroom in the lower grades-Our Charter has been amended to this setup. Interaction between Parents, Administration and Faculty- been able to voice concerns and being addressed by Administration and Faculty. Individual attention and development per student and the safety of all students and staff at the school.

To ensure these guidelines I believe the Board must understand and believe in our schools mission, defend and protect all the areas that are showing success and review and if necessary change those that are not.

Request for Information from Prospective Charter School Board Members
RESPONSES OF [MIGUEL A. PENA], JANUARY 24, 2004

OTHER

19. Please indicate your understanding of the appropriate role of a public charter school board member.

Oversee and review the schools progress, which happens through monthly meetings, attending workshops, allowing us to ensure the school is complying with its mission to educate our children.

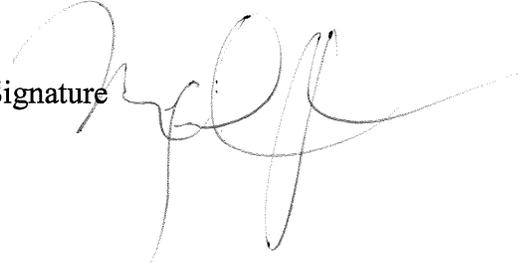
20. Please affirm that you have read the school board's by-laws and conflict of interest policies.

I have read the school board's by-laws and conflict of interest policies.

21. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

CERTIFICATION

I, NAME, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter School is true and correct in every respect.

Signature 

Date 1/24/09

Request for Information from Prospective Charter School Board Members
RESPONSES OF LOURDES ALMANZAR, OCTOBER 11, 2003

BACKGROUND

- 1. Please provide your educational and employment history. You may do so by attaching a resume.**

My resume is attached.

- 2. Please affirm that you will be at least 18 years old by January 1, 2002 (providing your date of birth is not required).**

I will be at least 18 years old by January 1, 2002.

- 3. Please indicate how you became aware of the charter school and the opportunity to serve as a member of its board.**

Jose Montes and Susana Rivera informed me that they were members of the FLA Charter School and if I was interested in becoming a member..

- 4. Please explain why you wish to serve on the board.**

I am committed to the academic excellence of all children, in particular children from low-income communities of color. The Family Life Academy is located in the Highbridge section of the Southwest Bronx, an economically depressed neighborhood. In addition, I look forward to sharing my knowledge of effective schools and youth development to contribute to the school's quality of education.

- 5. Please indicate whether you have previously served on a board of a school district, a non-public school or any not-for profit corporation (to the extent not otherwise indicated in your response on Item 1, above). In addition, please describe any other experience, knowledge or skills you feel is relevant to service on the charter school board.**

In addition to my experience reflected in the attached resume, I have worked with ELL population all my teaching career therefore, understanding their needs and wants. I served in school committee such as the heritage committee where we plan presentations for Black history and Dominican Independence month.

CONFLICT OF INTEREST

Request for Information from Prospective Charter School Board Members
RESPONSES OF LOURDES ALMANZAR, OCTOBER 11, 2003

6. Please indicate whether you or your spouse knows any of the other board members, or prospective or former board members. If so, please indicate the precise nature of your relationship.

I know the Jose Montes and Susana Rivera through my previous employer ASPIRA of New York, Inc.

7. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.

I do not know any school employee.

8. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer or employee of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.

I do not know anyone who is doing, or plans to do, business with the charter school.

9. Please indicate if you, your spouse or other immediate family member anticipates conducting, or is conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.

I do not anticipate conducting, or are conducting, any business with the school.

10. If the school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.

I do not know any employees, officers, owners, directors or agents of any partnering educational service provider of the school.

Request for Information from Prospective Charter School Board Members
RESPONSES OF LOURDES ALMANZAR, OCTOBER 11, 2003

- 11. If the school is partnered with an educational service provider, please indicate whether you, your spouse or other immediate family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.**

My immediate family and I do not have a direct or indirect ownership, employment, contractual or management interest in any partnering educational service provider of the school.

- 12. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted.**

My immediate family members, and I do not anticipate conducting, or are conducting, business with any partnering educational service provider of the school.

- 13. Please indicate whether you, your spouse or other immediate family member is a director, officer, employee, partner or member of, or is otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to items 9-12, you may so indicate.**

My immediate family members, and I are not directors, officers, employees, partners or members of, or are otherwise associated with, any organization that filed an application in conjunction with the charter school.

- 14. Please indicate the potential ethical or legal conflicts of interests (if any) that would, or are likely to, exist should you be approved for service on the school's board.**

I do not foresee any ethical or legal conflicts of interests should I be approved for serve on the school's board.

- 15. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family).**

I would approach the Board chair and executive committee and ask for an immediate inquiry. If it is revealed that a board member is involved in self-dealing, I would ask that the board act on the matter in accordance with its by-laws and standing rules.

**Request for Information from Prospective Charter School Board Members
RESPONSES OF LOURDES ALMANZAR, OCTOBER 11, 2003**

EDUCATIONAL PHILOSOPHY

16. Please provide your understanding of the school's mission and/or philosophy.

The Family Life Academy Charter School seeks to provide a space for children in the Highbridge community to achieve academic excellence. The school employs a transitional bilingual education methodology to ensure that the students use their existing skills and language skills to become strong English speakers. At the same time, the students continue to learn their native language—primarily Spanish—in a foreign language class. This enables the students to become biliterate as well as bilingual.

17. Please indicate whether you are familiar with the educational program of the school.

The Family Life Academy Charter School is a transitional bilingual school. The school is available to the children of the Highbridge community, and distinguishes itself in having open enrollment. All students learn English and a foreign language. After English Language Learners transition in to English classes, they continue to learn their native language—primarily Spanish—in a foreign language class.

18. Please indicate what you believe to be the characteristics of a successful school. In particular, provide the specific steps you think the board of the school will need to take to ensure that this school is and remains successful.

The following are the characteristics of a successful, or effective, school:

- Strong academic curriculum that ensures students perform well in state standardized tests
- Qualified teachers with ongoing teacher development opportunities
- Qualified director and administrative staff
- Parents active in their children's education and in ensuring the success of the school
- School has strong ties with parents, community members and institutions, and is accessible to these groups
- Students receive opportunities to learn through formal and informal methods, both during and after school hours
- Students are prepared to transition to middle school or high school
- Continuous rapport among parents, teachers, and administration

The Board should work with the Director to create a quarterly monitoring tool to gauge the progress of the school in agreed upon areas. The Director would be asked to develop and present a baseline report and would produce a quarterly report and presentation. At the end of the fourth quarter, the Director would provide a year-end assessment of the state of the school and would present an annual plan for board consideration and approval.

Request for Information from Prospective Charter School Board Members
RESPONSES OF LOURDES ALMANZAR, OCTOBER 11, 2003

OTHER

19. Please indicate your understanding of the appropriate role of a public charter school board member.

A public charter school board member should lend support to the school around school policies and in assisting the staff to obtain additional resources to ensure the school provides the highest quality of education it can offer.

20. Please affirm that you have read the school board's by-laws and conflict of interest policies.

I have read the school board's by-laws and conflict of interest policies.

21. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

n/a

CERTIFICATION

I, Lourdes Almanzar, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter School is true and correct in every respect.


Signature

October 11, 2003
Date

Lourdes Almanzar

❖ OBJECTIVE

To secure a teaching position where I can use my academic training and experiences to provide students with a learning environment that is challenging and nurturing.

❖ WORK HISTORY

❖ EDUCATION

M. S. ED with Bilingual Ext., Hunter College, 2002

B. A., Hunter College, 1990

New York, NY

Major: Psychology Minor: Education

❖ LICENSES & CERTIFICATES

- Permanent NYC Certification, Pre-K through 6 Bilingual Common Branch
- Permanent NYS Certification

❖ SPECIAL PROGRAMS & ACTIVITIES

- Participated in CSD 6 Dual Language Fellows Program Action Research Team
- Participated in a Video Journal of Education based on Action Research in NYC
- Participated in the Standard-Based Model Classroom Project at CSD 6
- Presented the Action Research Project at the University of Pennsylvania Ethnography Conference

❖ HONORS & RECOGNITIONS

- Kappa Delta Pi Honor Society Member

September 25, 2008

Mr. Edmund Gaffney
Chair, Board of Trustees
Family Life Academy Charter School
14 West 170th Street
Bronx, New York 10452

Re: Approval of Mr. Ojemen and Mr. Dutton as Family Life Academy Charter School Trustees

Dear Mr. Gaffney:

Based on the information provided to the Charter Schools Institute, and pursuant to paragraph 2.11 of the Charter Agreement between the Family Life Academy Charter School (the "School") and the Board of Trustees of the State University of New York, please be advised that the Institute grants permission to the School to seat Mr. George Ojemen and Mr. Marvin Dutton as members of its board of trustees.

Please forward an updated board member roster to the Institute as soon as possible.

Should you have any questions or concerns, please do not hesitate to contact the Institute.

Sincerely,



Maureen C. Murphy
Director of Charter Accountability

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. *Family Life Academy Charter School*
2. Full name: *Marvin Dutton*
Home Address: [REDACTED]
Business Name and Address: [REDACTED]
Home telephone No.: [REDACTED]
Work telephone No.: [REDACTED]
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes,
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes,

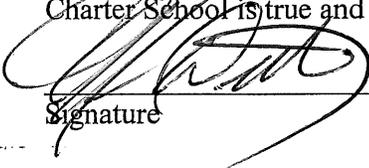
Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes,
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes,
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes,

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. *I will bring it to the attention of*
Other *the entire school board, as well as, the Board of Trustees of the State University of N.Y.*
18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

Certification

I, Marvin Dutton, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter School Center is true and correct in every respect.


Signature

7-25-08
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: 

**DISCLOSURE OF FINANCIAL INTEREST
BY A CHARTER SCHOOL TRUSTEE¹**

FOR INSTITUTE USE ONLY

FILING FOR SCHOOL YEAR: _____

DATE RECEIVED: _____

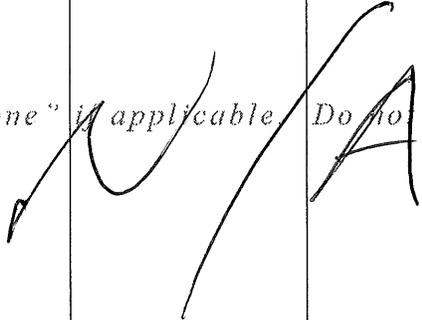
1. Name of charter school: Family Life Academy
2. Trustee's name (print): Marvin Putton
3. Position(s) on board (e.g., chair, treasurer, committee chair, etc.): _____
4. Home address: [REDACTED]
5. Business Address: [REDACTED]
6. Daytime phone: [REDACTED]
7. E-mail: [REDACTED]
8. Is Trustee an employee of the school? ___ Yes. No. If you checked yes, please provide a description of the position you hold, your salary and your start date.

9. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members have held or engaged in with the charter school during the prior school year. If there has been no such financial interest or transaction, please write "None." Please note that if you answered yes to Question 8, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps Taken to Avoid a Conflict of Interest, (e.g., did not vote, did not participate in discussion)	Identity of Person Holding Interest or Engaging in Transaction (e.g., you and/or immediate family member (name))
<p><i>Please write "None" if applicable. Do not leave this space blank.</i></p> <p style="font-size: 2em; font-weight: bold;">N/A</p>			

¹ Form Revised May 24, 2006

10. Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the charter school *and* in which such entity, during the preceding school year, you and/or your immediate family member(s) had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school that is doing business with the school through a management or services agreement, you need not list every transaction between such entity and the school that is pursuant to such agreement; rather, please identify only the name of the entity, your position in the entity as well as the relationship between such entity and the charter school. If there was no financial interest, please *write "None."*

Entity Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee and/or Immediate Family Holding an Interest in the Entity Conducting Business with the School and the Nature of the Interest	Steps Taken to Avoid Conflict of Interest
<p><i>Please write "None" if applicable. Do not leave this space blank.</i></p> 				



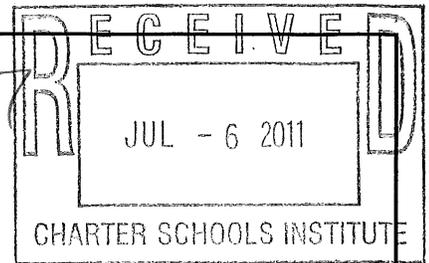
Signature

7-25-08

Date

OK 8/17

**Request for Information from
Prospective Charter School Trustee**



Please provide the following information.

Background

- FAMILY LIFE ACADEMY
CHARTER SCHOOL*
1. Name of Charter School for which you intend to serve as a trustee: *FAMILY LIFE ACADEMY CHARTER SCHOOL*
 2. Full name: *Kevin Lane Kearns*
Home Address: [REDACTED]
Business Name and Address: *LATINO PASTORAL ACTION CENTER*
Home telephone No.: [REDACTED]
Work telephone No.: [REDACTED]
E-mail address: [REDACTED]
 3. A brief educational and employment history (you may attach a resume):
 Resume attached.
 4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
 5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes,
 6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,
 7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes,

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes, *I am employed by Raymond Rivera*
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship. I / we do not know any such employees. Yes, *I know Marilyn Calo, outgoing principal.*
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes,

Brand voted 6/23

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes, *I work for the schools landlord*
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. *Bring it to the attention of Board then to CSI*
- Other
18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

Certification

I, Kevin Kearns, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter School is true and correct in every respect.

Kevin Kearns
Signature

6/30/11
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

**DISCLOSURE OF FINANCIAL INTEREST
BY A CHARTER SCHOOL TRUSTEE¹**

FOR INSTITUTE USE ONLY
 FILING FOR SCHOOL YEAR: _____
 DATE RECEIVED: _____

- 1. Name of charter school: FAMILY LIFE ACADEMY CS
- 2. Trustee's name (print): Kevin Kearns
- 3. Position(s) on board (e.g., chair, treasurer, committee chair, etc.): member
- 4. Home address: _____
- 5. Business Address: _____
- 6. Daytime phone: _____
- 7. E-mail: _____
- 8. Is Trustee an employee of the school? ___ Yes. No. If you checked yes, please provide a description of the position you hold, your salary and your start date.

9. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members have held or engaged in with the charter school during the prior school year. If there has been no such financial interest or transaction, please write "None." Please note that if you answered yes to Question 8, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps Taken to Avoid a Conflict of Interest, (e.g., did not vote, did not participate in discussion)	Identity of Person Holding Interest or Engaging in Transaction (e.g., you and/or immediate family member (name))
<p><i>Please write "None" if applicable. Do not leave this space blank.</i></p> <p style="text-align: center;"><u>NONE</u></p>			

¹ Form Revised May 24, 2006

10. Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the charter school *and* in which such entity, during the preceding school year, you and/or your immediate family member(s) had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school that is doing business with the school through a management or services agreement, you need not list every transaction between such entity and the school that is pursuant to such agreement; rather, please identify only the name of the entity, your position in the entity as well as the relationship between such entity and the charter school. If there was no financial interest, please *write "None."*

Entity Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee and/or Immediate Family Holding an Interest in the Entity Conducting Business with the School and the Nature of the Interest	Steps Taken to Avoid Conflict of Interest
<p><i>Please write "None" if applicable. Do not leave this space blank.</i></p>				

RLK

 Signature

7/20/11

 Date

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. *Family Life Academy Charter Schools*
2. Full name: *Kelly Nunez*
Home Address: [REDACTED]
Business Name and Address: [REDACTED]
Home telephone No.: [REDACTED]
Work telephone No.: [REDACTED]
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes,
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes,

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes,
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes,
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes,

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. *I would consult with a higher official.*

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

Certification

I, Kenny Nuñez, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the FACS Charter School is true and correct in every respect.

Kelly Munn
Signature

12-13-17.
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

Disclosure of Financial Interest by a Current or Proposed Charter School Education Corporation Trustee

Trustee Name:

Kelly Nunez

Name of Charter School Education Corporation (for an unmerged school, this is the Charter School Name):

Family Life Academy Charter Schools

1. List all positions held on the education corporation board (e.g., president, treasurer, parent representative).
2. Is the trustee an employee of any school operated by the Education Corporation?
 Yes No

If **Yes**, for each school, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

3. Is the trustee an employee or agent of the management company or institutional partner of the charter school(s) governed by the Education Corporation?
 Yes No

If **Yes**, for each school, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

4. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school(s) governed by the Education Corporation during the time you have served on the board, and in the six-month period prior to such service. If there has been no such financial interest or transaction, write **None**. Please note that if you answered **Yes** to Questions 2-4 above, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to yourself



Charter Schools Institute
The State University of New York

**Request for Information
from Prospective
Charter School Trustees**

Guidance and Form

Updated: May 21, 2007

Charter Schools Institute
State University of New York
41 State Street, Suite 700
Albany, New York 12207
518/433-8277
Fax: 518/427-6510

Guidance regarding the *Request for Information Form*

Serving on a public charter school board is a position of great trust and responsibility. As a charter school trustee, you would be charged with overseeing the education of all students enrolled in the school, the expenditure of public and private monies directed to the charter school, and, if applicable, the oversight of any charter management entity.

Because of the importance of the position that you seek to assume, the Board of Trustees of the State University of New York requires that new board members be approved by it pursuant to the terms of each school's Charter Agreement. The Charter Schools Institute carries out this responsibility for the State University Trustees through this Request for Information (RFI) process.

Only in very rare cases does the Institute reject properly approved prospective trustees who have provided all information requested on this form. These cases are generally limited to prospective members who would have severe conflicts of interest* in fulfilling their fiduciary or other duties as a charter school board member, who are proposed to be seated in violation of the school's charter or by-laws, or whose background evidences untrustworthiness, e.g., criminal record, a record of financial dealings inimical to the public trust. Accordingly, and in order to expedite the approval of new board members, the Institute requests that you provide full and complete answers to each of the items below (and provide the certification indicated). This will assist the Institute in its review.

Pursuant to New York's Freedom of Information Law (FOIL), any personal information listed on or attached to this form (including the Charter School Trustee Contact Information form) that would constitute an unwarranted invasion of personal privacy will not be disclosed to the public pursuant to FOIL (home address, telephone number, etc.).

* A conflict of interest is generally defined as a situation in which someone has differing or competing professional or personal interests, and do not necessarily have to involve monetary interests. In the case of a charter school trustee, who has a duty of loyalty to the charter school on whose board he or she sits, such differing or competing interests can complicate corporate decision making. Examples of conflicts of interest include the following:

- being a charter school trustee of more than one charter school at the same time;
- being paid by a charter school as an employee or contractor while serving as a school trustee;
- being a parent of a student of a charter school on whose board you sit, especially when making decisions related to your child's teachers; and
- being a charter school trustee while your spouse's company or employer is doing business with the charter school.

In many cases, conflicts are waiveable as long as the trustee discloses the interests to the school board and recuses his- or herself from voting when conflicted. In rare cases the conflict of interest will mandate that either one of the competing interests be given up. For example, a school trustee cannot work for a for-profit management company that manages the charter school's operations.

Questions related to conflict of interest may be addresses to the school's counsel or the General Counsel of the Insitute.

Seating New Trustees: General Procedures

In order to legally seating a person on a charter school board, the following procedures should generally be followed as well as any specific provisions contained in your school's by-laws.

- When a board seat becomes vacant or is created, the school board (by committee or otherwise) should seek nominations for a person to fill the vacant seat with appropriate qualifications per the Charter Application, *and* who complies with the Charter Agreement restrictions in Section 2 (and including Exhibit D) *and* school by-laws requirements.
- The charter school board secretary or other administrator should review the school by-laws to determine the proper number of trustees that may be seated on the board, or the proper range (e.g., 7-11). If the board has too many members, a request to amend the by-laws must be made to the Institute or the seat may not be filled. In cases where the number of trustees must be fixed (i.e., when there is a range) the school board should do so at or prior to the time of the election of the proposed trustee and clearly reflect same in the minutes. Note: The legal limits on board size are 5 minimum and 25 maximum.
- The board secretary or other administrator should review the following to determine the proper qualification of the prospective board member:
 - 1) Charter Agreement paragraph entitled "Governance; School Board; By-laws" (§ 2.10 in recent charters) for the following:
 - a) compliance with the 40% rule (no more than 40% of the school board may be affiliated with any single entity unless the school has received a waiver from the State University Trustees);
 - b) compliance with provisions prohibiting or restricting board membership for persons associated with a charter management organization (CMO);
 - 2) Charter Agreement Exhibit D, "Additional Assurances and Terms," which may contain restrictions on board membership or a waiver thereof;
 - 3) Charter Agreement Exhibit A, "Terms of Operation," which is either the Charter Application (new schools) or the Key Design Elements (renewal schools). The Charter Application will set forth the school trustee qualifications of the school that are in addition to those required by law (age 18). Key Design Elements may or may not contain such information;
 - 4) By-laws, which may:
 - a) state what type or "class" of trustee must be elected, e.g., parent, teacher representative, community member;
 - b) state any conditions that must be met prior to the election or nomination of a proposed trustee (vote of the parent/teacher organization; vote of partner organization, etc.);
 - c) direct how the trustee will be elected or appointed (super-majority vote, vote of corporate member, etc.); and/or
 - d) state how long the term of a trustee will be. When vacant seats are filled, the new trustee serves for the remainder of the prior trustee's term. When new seats are created, the board, chairperson or other methodology in the by-laws may dictate the length of the term, which be staggered with other terms. It is a good practice for the secretary to keep a multi-year elections calendar to track each trustees' term.
- The school board or corporate member elects or appoints the *prospective* school trustee at a duly convened meeting of the school board with a quorum and following any by-laws restrictions on elections such as super-majority provisions.
- Submit a signed copy of the resolution electing the prospective trustee or of the signed minutes showing such election to the Institute together with a *Request for Information from Prospective Board Members* (RFI).
- After each prospective trustee reviews the by-laws, code of ethics and any conflict of interest policies of the school, the board secretary or administrator should have each prospective trustee complete a RFI form, which the school or proposed trustee must submit to the Institute.

Institute Actions:	The Institute will approve or reject such proposed trustee in writing within 45 days of submission of <i>all</i> of the above required documentation (complete RFI with Charter School Trustee Contact Information form, and evidence of proper election (e.g. signed resolution or minutes reflecting vote). If the Institute takes no action within the 45 day period the person may be seated as a school trustee. After the Institute approves a trustee in writing, it will ask the school for an updated list of school trustees.
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- The school board secretary or other administrator should inform the new trustee of his or her official seating on the school board. The trustee may now vote. The school must send an updated board list to the Institute.

**DISCLOSURE OF FINANCIAL INTEREST
BY A CHARTER SCHOOL TRUSTEE¹**

<p>FOR INSTITUTE USE ONLY</p> <p>FILING FOR SCHOOL YEAR: _____</p> <p>DATE RECEIVED: _____</p>

- Name of charter school: Family Life Academy Charter School
- Trustee's name (print): Susara Rivera Leon
- Position(s) on board (e.g., chair, treasurer, committee chair, etc.): member
- Home address: _____
- Business Address: _____
- Daytime phone: _____
- E-mail: _____
- Is Trustee an employee of the school? ___ Yes. No. If you checked yes, please provide a description of the position you hold, your salary and your start date.

9. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members have held or engaged in with the charter school during the prior school year. If there has been no such financial interest or transaction, please write "None." Please note that if you answered yes to Question 8, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps Taken to Avoid a Conflict of Interest, (e.g., did not vote, did not participate in discussion)	Identity of Person Holding Interest or Engaging in Transaction (e.g., you and/or immediate family member (name))
<p><i>See</i></p> <p><i>Please write</i></p>	<p><i>appendix</i></p> <p><i>"None" if applicable. Do not leave this space blank.</i></p>		

¹ Form Revised May 24, 2006

10. Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the charter school *and* in which such entity, during the preceding school year, you and/or your immediate family member(s) had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school that is doing business with the school through a management or services agreement, you need not list every transaction between such entity and the school that is pursuant to such agreement; rather, please identify only the name of the entity, your position in the entity as well as the relationship between such entity and the charter school. If there was no financial interest, please *write "None."*

Entity Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee and/or Immediate Family Holding an Interest in the Entity Conducting Business with the School and the Nature of the Interest	Steps Taken to Avoid Conflict of Interest
<p style="text-align: center;"><i>Please write "None" if applicable. Do not leave this space blank.</i></p> <p style="text-align: center;"><i>see addendum</i></p> <p style="text-align: center;"><i>none</i></p>				

Suzanne Leon

 Signature

7/16/12

 Date

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer.

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

Certification

I, Susana Fournier León, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter School is true and correct in every respect.

Susana Fournier León
Signature

July 16, 2012
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

Conflict of Interest Addendum

Attachment A

Susana Rivera Leon

Board Candidate

- #3 I am a parent of two (2) children that attend FLACS I and I will excuse myself from any voting decisions pertaining to my children's teachers.
- #4 I am the Executive Vice President of the Latino Pastoral Action Center, which is the community sponsor and landlord of FLACS.
- My father, Rev. Dr. Raymond Rivera is the founder of both LPAC and FLACS. He will be stepping down from the FLACS board in the near future; and I plan to continue his vision and legacy on the board. I would also like to disclose that Mrs. Marilyn Calo, the new CEO of the FLACS network of schools is my stepmother. We consider ourselves a community grown charter school and strive to maintain an organic relationship with our community sponsor.
- I am also a board member of the CG Educational Holdings, Corp. which is the company that jointly owns the newly purchased FLACS II building located at 370 Gerard Avenue, Bronx, N.Y. 10451

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. Family Life Academy Charter School II (FLACS II)
2. Full name: Hilda Sanchez
Home Address: [REDACTED]
Business Name and Address: Retired
Home telephone No.: [REDACTED]
Work telephone No.:
E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes,
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes,

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes, I know the following individuals: Florence Wolpoff, current trustee; Evelyn Castro, former trustee. Mrs. Wolpoff is the wife of a former colleague from my service in Community School District 4. I have known Ms. Castro professionally in various capacities in Community School District 4, from working as teachers together to serving as Director of School Improvement and Program Development while she was Superintendent of Community School District 4.
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes, Mr. Martin Wolpoff, a current

employee of the school was a former colleague of mine in Community School District 4.

10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes,
11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. In the event that I became aware that one or more members of the school board were involved in self-dealing, I would bring the situation before the full school board to afford the parties to respond to all members present and to ensure that the situation was officially expedited in accordance with the by-laws of the school board and New York State regulations governing school boards.

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

Certification

I, Hilda Sanchez, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter School II (FLACS II) is true and correct in every respect.

Hilda Sanchez
Signature

July 9, 2012
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

**DISCLOSURE OF FINANCIAL INTEREST
BY A CHARTER SCHOOL TRUSTEE¹**

<p>FOR INSTITUTE USE ONLY</p> <p>FILING FOR SCHOOL YEAR: _____</p> <p>DATE RECEIVED: _____</p>

1. Name of charter school: Family Life Academy Charter School II
2. Trustee's name (print): Hilda Sanchez
3. Position(s) on board (e.g., chair, treasurer, committee chair, etc.): Member
4. Home address: [REDACTED]
5. Business Address: Retired
6. Daytime phone: [REDACTED]
7. E-mail: [REDACTED]
8. Is Trustee an employee of the school? Yes. No. If you checked yes, please provide a description of the position you hold, your salary and your start date.

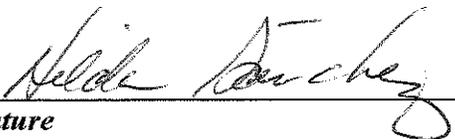
9. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members have held or engaged in with the charter school during the prior school year. If there has been no such financial interest or transaction, please write "None." Please note that if you answered yes to Question 8, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps Taken to Avoid a Conflict of Interest, (e.g., did not vote, did not participate in discussion)	Identity of Person Holding Interest or Engaging in Transaction (e.g., you and/or immediate family member (name))
<i>NONE.</i>			

¹ Form Revised May 24, 2006

10. Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the charter school *and* in which such entity, during the preceding school year, you and/or your immediate family member(s) had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school that is doing business with the school through a management or services agreement, you need not list every transaction between such entity and the school that is pursuant to such agreement; rather, please identify only the name of the entity, your position in the entity as well as the relationship between such entity and the charter school. If there was no financial interest, please *write "None."*

Entity Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee and/or Immediate Family Holding an Interest in the Entity Conducting Business with the School and the Nature of the Interest	Steps Taken to Avoid Conflict of Interest
<i>NONE</i>				



Signature

July 9, 2012
Date

Certification

I, Joseph Holland, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the Family Life Academy Charter Schools Charter School is true and correct in every respect.

Signature

Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

Disclosure of Financial Interest by a Current or Proposed Charter School Education Corporation Trustee

Trustee Name:

Joseph H. Holland

Name of Charter School Education Corporation (for an unmerged school, this is the Charter School Name):

Family Life Academy Charter Schools

1. List all positions held on the education corporation board (e.g., president, treasurer, parent representative).

2. Is the trustee an employee of any school operated by the Education Corporation?
 Yes No

If **Yes**, for each school, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

3. Is the trustee an employee or agent of the management company or institutional partner of the charter school(s) governed by the Education Corporation?
 Yes No

If **Yes**, for each school, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

4. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school(s) governed by the Education Corporation during the time you have served on the board, and in the six-month period prior to such service. If there has been no such financial interest or transaction, write **None**. Please note that if you answered **Yes** to Questions 2-4 above, you need not disclose again your employment status, salary, etc.

NONE

Date(s)	Nature of Financial Interest/ Transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to yourself
NONE			

- N O N E -

5. Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) governed by the Education Corporation and in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school(s) that is/are doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, write None.

NONE

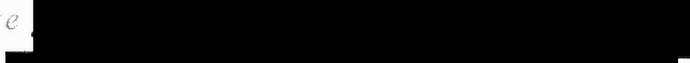
Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps Taken to Avoid Conflict of Interest
- N O N E -				



 Signature

Date 1/23/2018

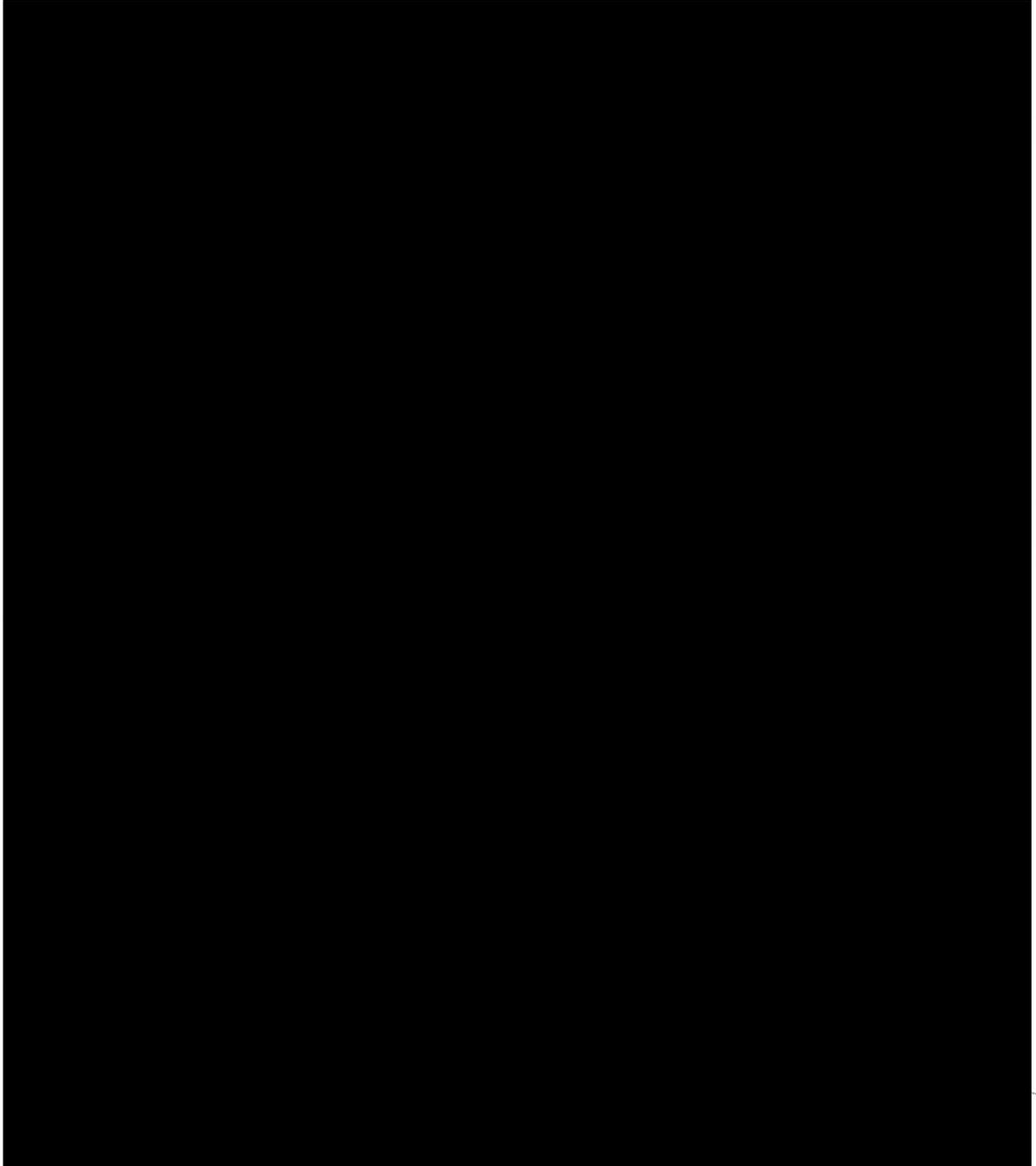
Please note that this document is considered a public record and as such, may be made available to members of the public upon request under the Freedom of Information Law. Personal contact information provided below will be redacted.

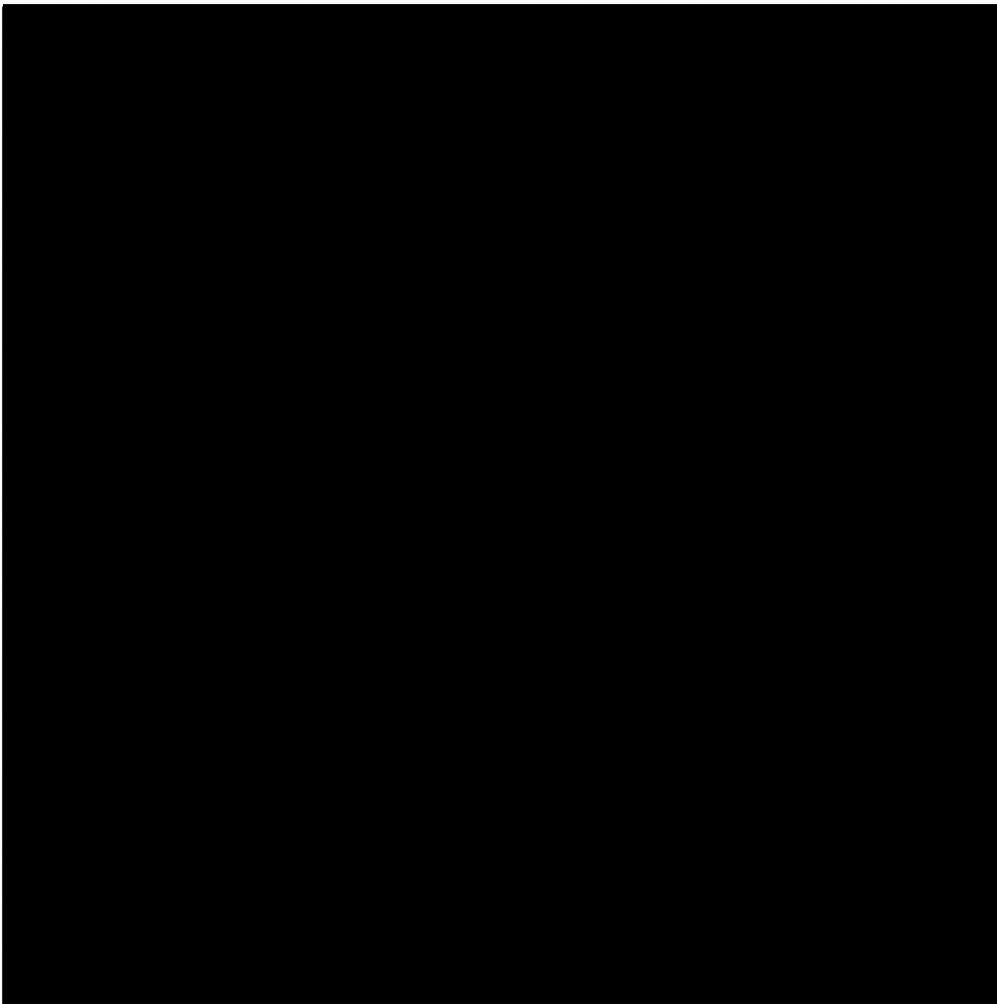
Business Telephone:  _____
Please write **Business Address:**  _____ *space blank.*
E-mail Address:  _____
Home Telephone: same as above
Home Address: same as above

JOSEPH H. HOLLAND

PROFILE

Real estate professional possessing a broad range of experiences over thirty-five years as a developer, attorney, and government official at state-level executive and legislative branches.





AUTHOR, *FROM HARLEM WITH LOVE: AN IVY LEAGUER'S INNER CITY ODYSSEY* & *THE TOUCHSTONE TOOLS: BUILDING YOUR WAY TO AN INSPIRED LIFE*.

The former (memoir) was published by Lantern Books in 2012 and the latter (inspirational self-help) by Grand Harbor Press in 2015.

EDUCATION

CORNELL UNIVERSITY, ITHACA, NY – B.A., 1978

CORNELL UNIVERSITY, ITHACA, NY – M.A., 1979

HARVARD LAW SCHOOL, CAMBRIDGE, MA – J.D., 1982

OK 8/17

Request for Information from Prospective Charter School Trustee

Please provide the following information.

Background

1. Name of Charter School for which you intend to serve as a trustee. *FLACS*
2. Full name: *JANET MARIE LERNER*
 Home Address: [REDACTED]
 Business Name and Address: [REDACTED]
 Home telephone No.: [REDACTED]
 Work telephone No.: [REDACTED]
 E-mail address: [REDACTED]
3. A brief educational and employment history (you may attach a resume):
 Resume attached.
4. Please affirm that you will be at least 18 years old by the date of appointment to the charter school's board. I affirm.
5. Please indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above). Does not apply to me.
 Yes,
6. Please indicate if you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc. Does not apply to me. Yes,
7. Please indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me. Yes,

Conflicts

8. Please indicate whether you or your spouse knows any of the other school trustees, or prospective or former school trustees. If so, please indicate the precise nature of your relationship. I / we do not know any such trustees. Yes, *MR. LUGOVINA WORKS AS A CONSULTANT FOR NARCO FREEDOM SOMETIMES*
9. Please indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes,
10. Please indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. I / we do not know any such persons. Yes,

Board 8/17

11. Please indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted. I / we do not anticipate conducting any such business. Yes,
12. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not contact with a management company or charter management organization.
 I / we do not know any such persons.
 Yes,
13. If the school contracts with an educational service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description. N/A. I / we have no such interest. Yes,
14. If the school is partnered with an educational service provider, please indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted. N/A. I / we or my family do not anticipate conducting any such business. Yes,
15. Please indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. (For the identity of all such organizations, please consult with the chair of the charter school board.) To the extent you have provided this information in response to prior items, you may so indicate. Does not apply to me, my spouse or family. Yes,
16. Please indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you be approved for service on the school's board. Please note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve as a trustee. None. Yes,
17. Please indicate how you would handle a situation in which you believe one or more members of the school's board are involved in self-dealing (working for their own benefit, or the benefit of their friends and family). Please note that simply confronting the involved trustee is not usually a sufficient answer. *REPORT TO THE PROPER AUTHORITY.*

Other

18. Please affirm that you have read the school board's by-laws and conflict-of-interest policies (Code of Ethics). I affirm.
19. Please provide any other information that you feel pertinent to the Charter Schools Institute's review.

Certification

I, Janet Lerner, certify to the best of my knowledge and ability that the information I am providing to the State University Trustees/Charter Schools Institute in regards to my application to serve as a member of the board of trustees of the LPAC FAMILY LIFE CHARTER Charter School is true and correct in every respect. SCHOOL

Janet M. Lerner
Signature

7-6-11
Date

Please submit this form with the RFI form to the charter school or via mail, facsimile or e-mail (in PDF with signature) to:

Charter Schools Institute
State University of New York
41 State Street, Suite 700, Albany, NY 12207
Telephone: 518/433-8277; Facsimile 518/427-6510
E-mail: [REDACTED]

FOR INSTITUTE USE ONLY
 FILING FOR SCHOOL YEAR: _____
 DATE RECEIVED: _____

**DISCLOSURE OF FINANCIAL INTEREST
 BY A CHARTER SCHOOL TRUSTEE¹**

1. Name of charter school: Family Live Academy Charter School _____
2. Trustee's name (print): Janet M. Lerner, _____
3. Position(s) on board (e.g., chair, treasurer, committee chair, etc.): member _____
4. Home address: _____
5. Business Address: _____
6. Daytime phone: _____
7. E-mail: _____
8. Is Trustee an employee of the school? Yes. No. If you checked yes, please provide a description of the position you hold, your salary and your start date.

9. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members have held or engaged in with the charter school during the prior school year. If there has been no such financial interest or transaction, please write "None." Please note that if you answered yes to Question 8, you need not disclose again your employment status, salary, etc. None

Date(s)	Nature of Financial Interest/Transaction	Steps Taken to Avoid a Conflict of Interest, (e.g., did not vote, did not participate in discussion)	Identity of Person Holding Interest or Engaging in Transaction (e.g., you and/or immediate family member (name))
None <i>Please write "None" if applicable. Do not leave this space blank.</i>	None	None	None

¹ Form Revised May 24, 2006

10. Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the charter school *and* in which such entity, during the preceding school year, you and/or your immediate family member(s) had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school that is doing business with the school through a management or services agreement, you need not list every transaction between such entity and the school that is pursuant to such agreement; rather, please identify only the name of the entity, your position in the entity as well as the relationship between such entity and the charter school. If there was no financial interest, please *write "None."*

Entity Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee and/or Immediate Family Holding an Interest in the Entity Conducting Business with the School and the Nature of the Interest	Steps Taken to Avoid Conflict of Interest
None	None	None	None	None
<i>Please write "None" if applicable. Do not leave this space blank.</i>				

James M. Damon

 Signature

7-21-11

 Date

FILE COPY
 F1/A/S
 - School Bd. Info
 R/H

Table 15-1: Schools Identified for Possible Partnerships					
School Name	Address	Grades	# of Students	% Meeting ELA	% Meeting Math
I.S. 313 School of Leadership Development	1600 Webster Avenue	6-8	302	14.2	11.2
I.S. 229 Roland Patterson	275 Harlem River Park Bridge	6-8	242	16.7	7
The New American Academy at Roberto Clemente State	275 Harlem River Park Bridge	PK-5	719	16.8	14.1
I.S. 117 Joseph H. Wade	1865 Morris Avenue	6-8	488	16.9	8.6
New Millennium Business Academy Middle School	1000 Teller Avenue	6-8	321	17.9	10.4
P.S. 073 Bronx	1020 Anderson Avenue	PK-5	572	18	11.2
J.H.S. 022 Jordan L. Mott	270 East 167 Street	6-8	421	18.9	12.1
P.S. 132 Garret A. Morgan	1245 Washington Avenue	PK-5	374	21.7	17.9
I.S. 219 New Venture School	3630 Third Avenue	6-8	346	21.9	10.1
P.S. X114 - Luis Llorens Torres Schools	1155 Cromwell Avenue	K-5	711	22.6	23.8
P.S./M.S. 004 Crotona Park West	1701 Fulton Avenue	PK-8	544	22.7	33.1
P.S. 199X - The Shakespeare School	1449 Shakespeare Avenue	PK-5	716	23.5	29.1

These schools were chosen because they are either K-5, 6-8, or K-8 schools who are the lowest performing in ELA in CSD 9. The demographics of these schools mirror those of the schools as a whole in CSD 9 and of FLACS schools.

Response 15a - Relationship Strategies lists several proposed strategies for building a relationship with CSD 9; many of these are also school partnership ideas. Specifically, FLACS IV envisions holding workshops or professional development sessions at its sites that would be open to members from local schools and potentially share curriculum or curriculum development tools with these schools. FLACS IV hopes that this will be the catalyst to form lasting partnerships with these schools.

Response 16a - Facility Needs

FLACS IV intends to open in CSD 9. Table 16-1 lists the number of classrooms needed for FLACS IV.

Table 16-1: Space Requirements by Year for FLACS IV					
Type of Space	Year 1	Year 2	Year 3	Year 4	Year 5
General Education Classrooms	6	9	15	21	27
Small group instructional spaces	2	2	3	5	6
Specialty Classrooms	0	1	2	2	3
Main Office	1	1	1	1	1
Principal's Office	1	1	1	1	1
Assistant Principal Office	1	1	1	2	2
Other Office Space	For 7 people	For 9 people	For 12 people	For 12 people	For 14 people
Food Services	Kitchen Space and Cafeteria Space (to seat at least 125 students at a time)				
Nurse's Office	1	1	1	1	1
Physical Education	Space adequate to fit two classrooms at one time				

Response 16b - Facility Selection

FLACS is actively looking for space available for rental or funding to support the construction of a new facility for FLACS IV.

During its first two years of operation, FLACS IV will co-locate with the FLACS II middle school building, on 316 165th Street, in CSD 9, which will only be using its building at about two-thirds capacity during this time. This building is new construction that will be complete in winter 2019. Since this is new construction and was built as a school property, the facility has been built to meet New York City Department of Buildings School Use and state sanitary specifications; the official certificate of occupancy is anticipated in January or February 2019. This facility has 30 classrooms and a full-size gymnasium and cafeteria. Using this facility for the first two years gives additional flexibility to the organization to secure permanent facilities for the 2022-23 school year.

Over the next 42 months, FLACS will look for a facility to house FLACS IV for 2022-23 and beyond. This timeline is more than adequate to find a building to rent, with time for renovations, or a lot in which a new school could be built and ensure that the building meets New York City Department of Buildings School Use and state sanitary specifications by 2022-23. The board has formed an ad hoc committee, New Facilities, to support this effort. FLACS' community partner, LPAC will also aid in the effort to find space to potentially construct a new school, as FLACS recently did with the property in 316 165th Street for the middle school facility.

At this time, FLACS IV is not intending to be located in a public school facility.

Response 16c - Facility Related Conflicts of Interest

The building at 316 East 165th Street is owned by CG Educational Holding Corporation (CG), a 501(c)(25) not-for-profit real estate holding company organized and controlled by LPAC. CG will pass through the mortgage payments (and any directly related incidental expenses) on the facility to FLACS as rent with no margin to CG itself.

FLACS is seeking a permanent facility for 2022-23 and beyond. If the charter school education corporation or its partner organization would own or lease this facility, FLACS would provide a description of the ownership or lease arrangement indicating specifically any potential conflicts of interest and arrangements by which the education corporation would manage or avoid such conflicts; this would include a fair market valuation of the cost of the facility supported by independent appraisers if required.

Response 16d - Additional Facility Information

Following this page are selected pages from the blueprints for 316 East 165th street, which demonstrate the appropriate designation of the building for school use and give plans for each floor of the facility, and a copy of the lease for 316 East 165th street.

Excerpts from Architectural Drawings about Building Use

SITE:

316 EAST 165TH ST, THE BRONX, NY 10456
(SOUTH SIDE OF E 165TH ST, BETWEEN TELLER AND FINDLAY AVENUES)

BLOCK: 2432
LOT: 80

ZONE DISTRICT: R7-1 (PAGE 3b)

* LANDMARK DESIGNATION: NONE.
* FLOOD ZONE DESIGNATION: NONE.

LOT AREA: 22,682.00 SQ. FT.
CORNER LOT AREA PORTION: 17,086.00 SQ.FT.
INTERIOR LOT AREA PORTION: 5,636.00 SQ.FT.

PROPOSED USE: SCHOOL, USE GROUP 3A

(24-10) MAXIMUM FLOOR AREA AND LOT COVERAGE

(24-11) FAR: 4.80
(LOT AREA) 22,682.00 SQ. FT. x 4.80 = 108,873.60 SQ. FT. (MAXIMUM ALLOWABLE FLOOR AREA)

MAXIMUM LOT COVERAGE: CORNER LOT PORTION
MAXIMUM LOT COVERAGE: 70%
17,086.00 SQ. FT. x 0.70 = 11,960.00 SQ. FT. (MAXIMUM ALLOWABLE COVERAGE AREA - CORNER LOT PORTION)

MAXIMUM LOT COVERAGE: INTERIOR LOT PORTION
MAXIMUM LOT COVERAGE: 65%
5,636.00 SQ. FT. x 0.65 = 3,663.00 SQ. FT. (MAXIMUM ALLOWABLE COVERAGE AREA - INTERIOR LOT PORTION)

FLOOR AREA SCHEDULE	
FLOOR	FLOOR AREA
FIRST FLOOR	15,839 SF
SECOND FLOOR	11,046 SF
LOWER FLOOR	113 SF
THIRD FLOOR	10,987 SF
FOURTH FLOOR	10,987 SF
ROOF	260 SF
TOTAL FLOOR AREA	49,232 SF

* FLOOR AREA OF A BUILDING SHALL NOT INCLUDE FLOOR SPACE USED FOR ACCESSORY OFF-STREET PARKING SPACES PROVIDED IN ANY STORY LOCATED NNOT MORE THAN 23 FEET ABOVE CURB LEVEL

(24-12) PORTION OF THE BUILDING FOR COMMUNITY FACILITY USE AT ANY HEIGHT NOT EXCEEDING 23 FEET ABOVE CURB LEVEL MAY BE EXCLUDED IN DETERMINING THE PERCENTAGE OF LOT COVERAGE.

LOT COVERAGE CALCULATIONS:

A1 = CORNER LOT PORTION 1
A2 = INTERIOR LOT PORTION
A3 = CORNER LOT PORTION 2 (REFER TO SITE PLAN 2/G-103 FOR A1, A2 AND A3 LOCATIONS)

(A1 x 0.7) + (A2 x 0.65) + (A3 x 0.7) = ALLOWABLE LOT AREA
(1321 SF x 0.7) + (5636 SF x 0.65) + (15725 SF x 0.7) = 15,595.6 SF

(15,595.6 SF / 22,682 SF) x 100% = 68.75% (MAX ALLOWABLE LOT COVERAGE)
(11,046 SF / 22,682 SF) x 100% = 48.69% (PROPOSED LOT COVERAGE) < 68.75% (COMPLIES)

(24-30) YARD REGULATIONS: CORNER LOT PORTION

(24-34) FRONT: NOT REQUIRED
(24-35) SIDE: NOT REQUIRED; MINIMUM OF 8 FT IF PROVIDED.
(24-39)(24-39.1) REAR: NOT REQUIRED WITHIN 100 FT OF CORNER STREET INTERSECTION.

(24-30) YARD REGULATIONS: INTERIOR LOT PORTION

(24-34) FRONT: NOT REQUIRED.
(24-35) SIDE: NOT REQUIRED; MINIMUM OF 8 FEET IF PROVIDED.
(24-39) REAR: MINIMUM OF 30 FEET.

(24-50) HEIGHT AND SETBACKS- SEE BUILDING PROFILES ON THIS SHEET

(24-522) MAXIMUM HEIGHT OF FRONT WALL: 60 FEET OR 6 STORIES, WHICHEVER IS LESS.

INITIAL SETBACK DISTANCE:
NARROW STREET: (E. 165TH ST., FINDLAY AVE & TELLER AVE.) = 20 FEET MINIMUM.
WIDE STREET: 15 FEET MINIMUM (N/A)

SKY EXPOSURE PLANE:
NARROW STREET: 2.7 (VERTICAL); 1 (HORIZONTAL).

PARKING
(25-31) Schools; R7-1 - NOT REQUIRED

8 ZONING ANALYSIS

SCALE NTS

SPECIAL INSPECTIONS REQUIREMENTS:**CODE/SECTION**

STRUCTURAL STEEL - WELDING ✓	1704.3.1
STRUCTURAL STEEL - DETAILS ✓	1704.3.2
STRUCTURAL STEEL - HIGH STRENGTH BOLTING ✓	1704.3.3
STRUCTURAL COLD-FORMED STEEL ✓	1704.3.4
CONCRETE - CAST-IN-PLACE ✓	1704.4
MASONRY ✓	1704.5
SUBGRADE INSPECTION ✓	1704.7.1
SUBSURFACE CONDITIONS - FILL PLACEMENT & ✓	1704.7.2
IN-PLACE DENSITY	1704.7.3
SUBSURFACE INVESTIGATIONS (BORINGS AND TEST PITS)	1704.7.4
DEEP FOUNDATION ELEMENTS ✓	1704.8
EXTERIOR INSULATION FINISH SYSTEMS (EIFS) ✗	1704.12
SPRAYED FIRE-RESISTANT MATERIALS ✓	1704.11
SMOKE CONTROLS	1704.15
MECHANICAL SYSTEMS ✓	1704.15
EXCAVATIONS - SHEETING, SHORING AND BRACING ✓	1704.20.2
SPRINKLER SYSTEMS ✓	1704.23
STANDPIPE SYSTEMS ✓	1704.24
HEATING SYSTEMS ✓	1704.25
FIRE-RESISTANT PENETRATIONS AND JOINTS ✓	1704.27
EMERGENCY AND STANDBY POWER SYSTEMS ✓	1704.31
CONCRETE DESIGN MIX ✓	1905.3
	1913.5
CONCRETE SAMPLING AND TESTING ✓	1905.6
	1913.10

PROGRESS INSPECTIONS

FOOTING & FOUNDATION INSPECTION ✓	BC 110.3.1
ENERGY CODE COMPLIANCE INSPECTIONS ✓	BC 110.3.5
FIRE RESISTANCE RATED CONSTRUCTION ✓	BC 110.3.4

ENERGY CODE PROGRESS INSPECTION

COMPLIANCE WITH TRCN 5000-01 (h) (1) and (2)

- IIA2. INSULATION PLACEMENT AND R VALUES
- IIA3. FENESTRATION U-FACTOR AND PRODUCT RATING
- IIA4. FENESTRATION AIR LEAKAGE
- IIA5. FENESTRATION AREAS*
- IIA6. AIR SEAL AND INSULATION- VISUAL
- IIA7. AIR SEAL AND INSULATION- TESTING
- IIB2. SHUTOFF DAMPERS
- IIB3. HVAC-R AND SERVICE WATER HEATING EQUIPMENT
- IIB4. HVAC-R AND SERVICE WATER HEATING SYSTEM CONTROLS
- IIB5. HVAC-R INSULATION AND SEALING
- IIB6. DUCT LEAKAGE TESTING •
- IIC3. INTERIOR LIGHTING POWER
- IIC4. EXTERIOR LIGHTING POWER
- IIC5. LIGHTING CONTROLS •
- IIC6. ELECTRICAL MOTORS
- IID1. MAINTENANCE INFORMATION

SITE : 316 EAST 165TH ST, BRONX, NY 10456

PROPOSED: SCHOOL

USE CLASSIFICATION: EDUCATIONAL GROUP E - SCHOOL

(TABLE 503) ALLOWABLE BUILDING HEIGHTS & AREAS

GROUP: E

CONSTRUCTION CLASSIFICATION: II-B

ALLOWABLE HEIGHT: 75 FEET - PROPOSED: 60' - 0"

ALLOWABLE STORIES: 4 - PROPOSED: CELLAR + 4 FLOORS

MAXIMUM FLOOR AREA: REFER TO SECTION 506 AND ITS CALCULATIONS BELOW FOR AREA MODIFICATIONS

APPLICABLE NYC CODES	
2014	THE NEW YORK CITY BUILDING CODE
2014	THE NEW YORK CITY PLUMBING CODE
2014	THE NEW YORK CITY MECHANICAL CODE
2014	THE NEW YORK CITY FUEL GAS CODE
2014	THE NEW YORK CITY FIRE CODE
2016	THE NEW YORK CITY ENERGY CONSERVATION CODE
2016	THE NEW YORK CITY ELECTRICAL CODE

(TABLES 503) ALLOWABLE HEIGHT AND BUILDING AREAS REQUIREMENTS

OCCUPANCY GROUP: E			
TYPE OF CONSTRUCTION: II-B	REQUIREMENT:	APPLICABLE EXCEPTIONS:	PROPOSED:
MAXIMUM STORIES	3	+1 STORY = 3+1 = 4 (SEC. 504.2)	4* = 4
MAXIMUM FLOOR AREA	10,500 SF	36,225 SF (SEC.'S 506.1 & 506.2)	15,839 SF < 36,225 SF
MAXIMUM BUILDING HEIGHT	55' - 0"	+ 20' AND 1 ADDITIONAL STORY 55' + 20' = 75' (SEC. 504.2)	59' - 11" < 75

* REFER TO AVERAGE GRADE CALCULATIONS AND APPLICABLE EXCEPTIONS BELOW

APPLICABLE EXCEPTIONS:

(SEC. 504.2) AUTOMATIC SPRINKLER SYSTEM INCREASE

WHERE A BUILDING IS EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1, THE VALUE SPECIFIED IN TABLE 503 FOR MAXIMUM HEIGHT IS INCREASED BY 20 FEET (6096 MM) AND THE MAXIMUM NUMBER OF STORIES IS INCREASED BY ONE.

(SEC. 506.1) AREA MODIFICATIONS:

506.1 GENERAL. THE AREAS LIMITED BY TABLE 503 SHALL BE PERMITTED TO BE INCREASED DUE TO FRONTAGE (If) AND AUTOMATIC SPRINKLER SYSTEM PROTECTION (Is) IN ACCORDANCE WITH THE FOLLOWING:
 $A_a = [A_t + (A_t \times If)] + [A_t \times Is]$ (EQUATION 5-1)

WHERE:

A_a = ALLOWABLE BUILDING AREA PER STORY (SQ. FT.)

A_t = TABULAR BUILDING AREA PER STORY IN ACCORDANCE W/TABLE 503 (SQ. FT.)

If = AREA INCREASE FACTOR DUE TO FRONTAGE AS CALCULATED IN ACCORDANCE WITH SECTION 506.2

Is = AREA INCREASE FACTOR DUE TO SPRINKLER PROTECTION AS CALCULATED IN ACCORDANCE WITH SECTION 506.3

$A_a = [10,500 + (10,500 \times 0.45)] + [10,500 \times 2]$

$A_a = 36,225$ SF MAXIMUM ALLOWABLE BUILDING AREA PER STORY

(SEC. 506.2) FRONTAGE INCREASE:

WHERE A BUILDING HAS MORE THAN 25 PERCENT OF ITS PERIMETER ADJOINING A PUBLIC WAY OR OPEN SPACE HAVING A MINIMUM WIDTH OF 20 FEET (6096 MM), THE FRONTAGE INCREASE SHALL BE DETERMINED IN ACCORDANCE WITH THE FOLLOWING:

$If = [F/P - 0.25](W/30)$ (EQUATION 5-2)

WHERE:

If = AREA INCREASE DUE TO FRONTAGE.

F = BUILDING PERIMETER THAT FRONTS ON A PUBLIC WAY OR OPEN SPACE HAVING 20 FEET OPEN MINIMUM WIDTH (FEET).

P = PERIMETER OF ENTIRE BUILDING (FEET).

W = WIDTH OF PUBLIC WAY OR OPEN SPACE (FEET) IN ACCORDANCE WITH SECTION 506.2.1

$If = [388/550 - 0.25](30/30)$

$If = 0.45$

(SEC. 506.3) AUTOMATIC SPRINKLER SYSTEM INCREASE:

WHERE A BUILDING IS EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1, THE AREA LIMITATION IN TABLE 503 IS PERMITTED TO BE INCREASED BY AN ADDITIONAL 200% (Is=2) FOR BUILDINGS WITH MORE THAN ONE STORY ABOVE GRADE PLANE AND ADDITIONAL 300% (Is=3) FOR BUILDINGS WITH NO MORE THAN ONE STORY ABOVE GRADE PLANE. THESE INCREASES ARE PERMITTED IN ADDITION TO THE HEIGHT AND STORY INCREASES IN ACCORDANCE WITH SECTION 504.2

Is = 2

(TABLES 601 & 602) FIRE RESISTANCE RATING REQUIREMENTS - TYPE II-B CONSTRUCTION

STRUCTURAL FRAME:	REQUIRED:	PROPOSED:
BEARING WALLS		
EXTERIOR	0	0 HR
INTERIOR	0	0 HR
NON-BEARING WALLS & PARTITIONS INTERIOR	0	0 HR
FLOOR CONSTRUCTION	0	0 HR
ROOF CONSTRUCTION	0	0 HR
FIRE SEPARATION DISTANCE FOR EXT. WALLS	≥ 30 FEET = 0 HRS	0 HR
FIRE SEPARATION DISTANCE FOR EXT. WALLS	< 5 FEET = 2 HRS	2 HRS

(SEC. 703.2) FIRE RESISTANCE RATING AND FIRE TEST

FIRE RATED MATERIAL AND EQUIPMENTS SHALL PER ASTM E 119 OR UL 263 OR IN ACCORDANCE WITH SECTION 703.3.

(TABLE 705.8) MAXIMUM AREA OF EXTERIOR WALL OPENINGS

FIRE SEPARATION DISTANCE:	TYPE OF OPENING	ALLOWABLE OPENING	PROPOSED
> THAN 5 & NO MORE THAN 10'	UNPROTECTED	10% OF WALL AREAS	0%
> THAN 30 FEET	UNPROTECTED	UNLIMITED	

(SEC. 706.3.1) SHAFT ENCLOSURE AS PER 708.2

(SEC. 708.2) SHAFT ENCLOSURE REQUIRED
 OPENINGS THROUGH A FLOOR/CEILING ASSEMBLY SHALL BE PROTECTED BY A SHAFT ENCLOSURE COMPLYING WITH THIS SECTION.

EXCEPTIONS:

3. A SHAFT ENCLOSURE IS NOT REQUIRED FOR PENETRATIONS BY PIPE, TUBE, CONDUIT, WIRE, CABLE, AND VENTS PROTECTED IN ACCORDANCE WITH SECTION 713.4.

(TABLES 601 & 602) FIRE RESISTANCE RATING REQUIREMENTS - TYPE II-B CONSTRUCTION

STRUCTURAL FRAME:	REQUIRED:	PROPOSED:
BEARING WALLS EXTERIOR INTERIOR	0 0	0 HR 0 HR
NON-BEARING WALLS & PARTITIONS INTERIOR	0	0 HR
FLOOR CONSTRUCTION	0	0 HR
ROOF CONSTRUCTION	0	0 HR
FIRE SEPARATION DISTANCE FOR EXT. WALLS	≥ 30 FEET = 0 HRS	0 HR
FIRE SEPARATION DISTANCE FOR EXT. WALLS	< 5 FEET = 2 HRS	2 HRS

(SEC. 703.2) FIRE RESISTANCE RATING AND FIRE TEST

FIRE RATED MATERIAL AND EQUIPMENTS SHALL PER ASTM E 119 OR UL 263 OR IN ACCORDANCE WITH SECTION 703.3.

(TABLE 705.8) MAXIMUM AREA OF EXTERIOR WALL OPENINGS

FIRE SEPARATION DISTANCE:	TYPE OF OPENING	ALLOWABLE OPENING	PROPOSED
> THAN 5 & NO MORE THAN 10'	UNPROTECTED	10% OF WALL AREAS	0%
> THAN 30 FEET	UNPROTECTED	UNLIMITED	

(SEC. 706.3.1) SHAFT ENCLOSURE AS PER 708.2

(SEC. 708.2) SHAFT ENCLOSURE REQUIRED

OPENINGS THROUGH A FLOOR/CEILING ASSEMBLY SHALL BE PROTECTED BY A SHAFT ENCLOSURE COMPLYING WITH THIS SECTION.

EXCEPTIONS:

3. A SHAFT ENCLOSURE IS NOT REQUIRED FOR PENETRATIONS BY PIPE, TUBE, CONDUIT, WIRE, CABLE, AND VENTS PROTECTED IN ACCORDANCE WITH SECTION 713.4.

4. A SHAFT ENCLOSURE IS NOT REQUIRED FOR PENETRATIONS BY DUCTS PROTECTED IN ACCORDANCE WITH SECTION 716.6. GREASE DUCTS SHALL BE PROTECTED IN ACCORDANCE WITH THE NEW YORK CITY MECHANICAL CODE.

10. A SHAFT ENCLOSURE IS NOT REQUIRED FOR JOINTS PROTECTED BY A FIRE-RESISTANT JOINT SYSTEM IN ACCORDANCE WITH SECTION 714.

(SEC. 708.3) MATERIALS

THE SHAFT ENCLOSURE SHALL BE OF MATERIALS PERMITTED BY THE BUILDING TYPE OF CONSTRUCTION.

(SEC. 1009.13) STAIRWAY TO ROOF AND ROOF ACCESS

IN BUILDINGS FOUR OR MORE STORIES OR MORE THAN 40 FEET (12 192 MM) IN HEIGHT ABOVE GRADE, ONE STAIRWAY SHALL EXTEND TO THE ROOF SURFACE THROUGH A STAIRWAY BULKHEAD COMPLYING WITH SECTION 1509.2, UNLESS THE ROOF HAS A SLOPE STEEPER THAN 20 DEGREES (0.35 RAD). ACCESS TO SETBACK ROOF AREAS MAY BE THROUGH A DOOR OR WINDOW OPENING TO THE ROOF. STAIRS TERMINATING AT THE LEVEL OF A SETBACK SHALL PROVIDE ACCESS TO THE SETBACK ROOF AREAS, EXCEPT WHERE THE SETBACK IS LESS THAN 4 FEET (1219 MM) IN WIDTH AND 10 FEET (3048 MM) IN LENGTH, MEASURED FROM THE INSIDE OF THE PARAPET WALL.

(SEC. 1016.1) EXIT ACCESS TRAVEL DISTANCE: W/SPRINKLER SYSTEM = 200 FEET.

(TABLE 1018.1.1) CORRIDOR FIRE RESISTANCE RATING:

OCCUPANCY = E; OCC. GREATER THAN 30;

W/SPRINKLER SYSTEM = 0 HRS.

PROPOSED = 0 HRS.

(SEC. BC 1018.2) CORRIDOR WIDTH REQUIRED IS 66' IN GROUP E SERVING CLASSROOMS. PROVIDED 96'.

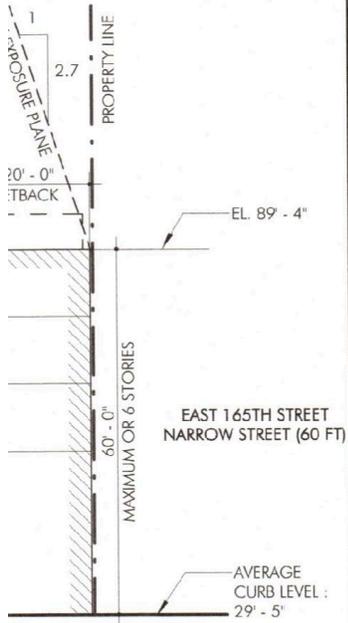
(TABLE 1021.1) MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD

REQUIRED = 2

PROPOSED = 2

(SEC. 3002.1) ELEVATOR SHAFT ENCLOSURE

ELEVATOR, DUMBWAITER AND OTHER HOISTWAY ENCLOSURES SHALL BE SHAFT ENCLOSURES COMPLYING WITH SECTION 708.



EXAMINED FOR ZONING EGRESS AND FIRE PREVENTION ONLY AS PER DIR NO. 275

FEB 20 2018

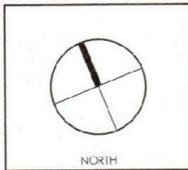
THEODORE FINLEY

TELLER AVENUE
NARROW STREET (60 FT)

AVERAGE
CURB LEVEL :
29' - 5"

SCALE NTS

ISS/REV	DATE	ISSUED TO	DESCRIPTION
14	02/20/2018	DOB	ISSUED FOR APPROVAL
13	02/08/2018	DOB/ENERGY	ISSUED FOR APPROVAL
12	01/11/2018	DOB/GC	ISSUED FOR CONSTRUCTION
1	09/26/2017	DOB/GC	ISSUED FOR BID, ZONING + EGRESS AF



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FAMILY LIFE ACADEMY CHARTER SCHOOL IIB

316 EAST 165TH STREET, THE BRONX, NY 10456

ZONING AND BUILDING CODE INFORMATION

SEAL & SIGNATURE



DATE: 08/29/2017

PROJECT NO.: 17-725

DRAWN BY: TE

CHECKED BY: AG

DRAWING NO:

G-102.00

CAD FILE NO.

J:\Proj\2017\725 FLACS IIB

LEASE AGREEMENT

BETWEEN

CG EDUCATIONAL HOLDING CORP.,
a Delaware non-profit corporation

(“LANDLORD”)

AND

FAMILY LIFE ACADEMY CHARTER SCHOOLS,
a charter public school organized and existing under the laws of the State of New York

(“TENANT”)

For the Lease
of

335 E 165TH STREET AND 318 E 165TH STREET,
BRONX, NEW YORK

August 11, 2017

TABLE OF CONTENTS

	Page
1. Attachments to Lease and Exhibits.....	2
2. Definitions and Rules of Construction	2
3. Premises	9
4. Term.....	10
5. Intentionally Deleted	11
6. Rent.....	11
7. Quiet Possession; Transfer of Title.....	13
8. Use of Premises	14
9. Subletting and Assigning	15
10. Continued Possession of Tenant	16
11. Fixtures	16
12. Utilities	17
13. Governmental Compliance	17
14. Maintenance and Repairs.....	19
15. Damage Clause	20
16. Insurance, Indemnity, Waiver of Subrogation and Fire Protection	20
17. Condemnation.....	23
18. Indemnification Generally	24
19. Tenant to Pay Taxes.....	25
20. Alterations and Tenant’s Liens	25
21. Tenant’s Signs	26
22. Restrictive Agreements; REA; Grants of Easements	26
23. School Charter	27
24. Tenant’s Covenant to Operate	28
25. Intentionally Deleted	28
26. Tenant’s Right to Control Operations.....	28
27. Estoppel Certificate; Attornment and Priority of Lease; Subordination	28
28. Tenant’s Representations and Warranties	29
29. Defaults and Remedies	32
30. Access to Premises	35
31. Remedies Cumulative; Legal Expenses; Time of the Essence	35
32. Certain Landlord Rights On Termination.....	35
33. Notices	36
34. Waiver of Performance and Disputes	36
35. No Oral Modifications; Obligation to Execute Amended and Restated Addendum.....	37
36. Brokers.....	37
37. Financial Information; Tenant Reporting Requirements	37
38. Intentionally Deleted	39
39. Force Majeure	39
40. Governing Law	39
41. Estoppel	40
42. Limitation on Landlord’s Liability	40
43. Waiver of Trial by Jury.....	40

44.	Interest on Past Due Obligations	40
45.	No Leasehold Mortgages	40
46.	Integration	41
47.	Lease Binding on Successors and Assigns, Etc.....	41
48.	Lease Not to Be Recorded	41
49.	Joint Preparation	41
50.	Counterparts.....	41
51.	No Third-Party Beneficiaries.....	41
52.	Captions	41
53.	Integration.....	42
54.	Mortgagee Consent	42
55.	Enrollment Covenant	42
56.	Net Income Covenant	42
57.	Tabor	43

EXHIBIT A	Legal Description of Land
EXHIBIT B	Form of Addendum to Lease
EXHIBIT C	Form of Tenant Resolution
EXHIBIT D	Form of SNDA

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”), dated as of August 11, 2017 (the “**Effective Date**”), is made by and between CG EDUCATIONAL HOLDING CORP., a Delaware non-profit corporation (“**Landlord**”), and FAMILY LIFE ACADEMY CHARTER SCHOOLS, a charter public school organized and existing under the laws of the State of New York (“**Tenant**”).

RECITALS:

A. Landlord has acquired, or simultaneously herewith will acquire, approximately 0.689 acres of real property and the improvements thereon, if any, located at 335 E 165th Street and 318 E 165th street, in the City of New York, County of Bronx, New York, which real property is legally described on **Exhibit A** attached hereto and by this reference made a part hereof (referred to herein as the "**Land**"). Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Leased Property, on and subject to the terms and conditions set forth in this Lease.

B. Tenant is a non-profit corporation, and a public charter school organized and existing in good standing pursuant to the New York State Charter Schools Act of 1998, NY Education Law, Title 2, Article 56, §§ 2850–2857, as amended, and all New York laws and regulations governing charter schools (collectively, the “**Charter School Law**”).

C. Tenant is authorized pursuant to the Charter School Law to acquire real property by lease for use as a charter school facility.

D. Tenant desires to operate a charter school at, on, within and from the school facilities located on the Leased Property (the "**Improvements**") all on and subject to the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

FUNDAMENTAL PROVISIONS

Total Development Cost:	\$30,972,817.00. See <u>Section 3(B)</u> .
Annual Fixed Rent:	Annual Loan payments payable by Landlord to Lender pursuant to the Loan Agreement, as those increase from time to time
Expiration Date of Fixed Term:	Midnight on _____, 2037. See <u>Section 4(B)</u>

Permitted Use:

Operation of a Charter School (or other uses that, as with the advancement of technology, are customary for a public Charter School facility from time to time), which may include other uses incidental to the operation of a Charter School and for no other purpose. See Section 8(A)

1. Attachments to Lease and Exhibits.

Attached to this Lease and hereby made a part hereof are the following:

EXHIBIT A – Legal description of Land

EXHIBIT B –Form of Addendum to Lease

EXHIBIT C -- Form of Tenant Resolution

EXHIBIT D -- Form of SNDA

2. Definitions and Rules of Construction.

(A) **Definitions.** The following terms for purposes of this Lease shall have the meanings hereinafter specified:

“ADA” shall mean the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq.

“Addendum” shall mean the Addendum to Lease in form attached hereto as Exhibit B.

“Additional Rent” is defined in Section 6(E).

“Affiliate” shall mean as applied to a person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with, that person or entity.

“Ancillary Uses” is defined in Section 8(A).

“Annual Fixed Rent” shall mean the annual fixed rent payable hereunder for the Leased Property, which shall be equal to the annual Loan payments payable by Landlord to Lender pursuant to the Loan Agreement, as those increase from time to time.

“Charter” is defined in Section 23.

“Charter School” shall have the same meaning as used by the U.S. Department of Education’s Public Schools Program (as amended) as follows:

(1) A charter school is a public school that

(A) in accordance with a specific State statute authorizing the granting of charters to schools, is exempted from significant State or local rules that inhibit the flexible operation and management of public schools, but not from any rules relating to the other requirements of this paragraph;

(B) is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and direction;

(C) has a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency;

(D) provides a program of elementary or secondary education, or both;

(E) is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious institution;

(F) does not charge tuition;

(G) complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and part B of the Individuals with Disabilities Education Act;

(H) is a school to which parents choose to send their children, and that admits students on the basis of a lottery, if more students apply for admission than can be accommodated;

(I) agrees to comply with the same Federal and State audit requirements as do other elementary and secondary schools in the State, unless such requirements are specifically waived for the purpose of this program;

(J) meets all applicable Federal, State, and local health and safety requirements;

(K) operates in accordance with State law; and

(L) has a written performance contract with the authorized public chartering agency in the State that includes a description of how student performance will be measured in charter schools pursuant to State assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the authorized public chartering agency and the charter school.

“Code” means the Internal Revenue Code of 1986, as the same may be amended or supplemented, and the rules and regulations promulgated thereunder.

“Construction Term” is defined in Section 4(A).

“Curing Party” is defined in Section 29(D).

“Default Rate” shall mean the lesser of (i) the Prime Rate plus four percent (4%) or (ii) the highest rate of interest that may lawfully be charged to the party then required to pay interest under this Lease at the Default Rate.

“Defaulting Party” is defined in Section 29(D).

“Deferred Fixed Rent” is defined in Section 6(D) of this Lease.

“Developer” is FLACS IIB Project Development, LLC, a Utah limited liability company.

“Development Agreement” means that certain Project Development Agreement among Developer and Landlord dated as of the date hereof regarding Construction Work.

“ECS” means Education Capital Solutions, LLC, a Delaware limited liability company.

“Effective Date” is defined in the introductory paragraph of this Lease.

“Environmental Report” is defined in Section 13(B).

“Event of Default” is defined in Section 29(A).

“Existing FLACS Facilities” shall mean collectively, the Facility, the FLACS I Facility, the FLACS II Facility, and the FLACS III Facility.

“Expiration Date” is defined in Section 4(B).

“FF&E” shall mean all equipment, machinery, fixtures and other items of property owned by the Landlord and now or hereafter permanently affixed to or incorporated into the Leased Property, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, together with all replacements, modifications, alterations and addition thereto; all of which to the maximum extent permitted by law, are hereby deemed to constitute real estate.

“Final Disbursement Date” is defined in Section 4(C).

“Final Plans” shall mean the final plans, drawings and specifications for the Improvements to the Leased Property as built.

“First Mortgage” shall collectively mean that certain Acquisition Loan Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the Effective Date, by Landlord in favor of ECS and Developer; that certain Building Loan Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the Effective Date, by Landlord in favor of ECS and Developer; and that certain Project Loan

Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the Effective Date, given by Landlord in favor of ECS and Developer.

“First Mortgagee” shall mean ECS and Developer and their respective successors and assigns.

“Fiscal Tax Year” shall mean the 12 month period established as the real estate tax year by the taxing authority having jurisdiction over the Leased Property.

“FLACS I Facility” shall mean that certain Charter School operated by Borrower located at 14 West 170th Street, Bronx, New York.

“FLACS II Facility” shall mean that certain Charter School operated by Borrower located at 296-300 East 140th Street, Bronx, New York.

“FLACS III Facility” shall mean that certain Charter School operated by Borrower located at 370 Gerard Avenue, Bronx, New York 10451.

“Force Majeure” is defined in Section 39.

“GAAP” shall mean generally accepted accounting principles consistently applied, as in affect from time to time.

“Governmental Authorities” shall mean all federal, state, county, municipal and local departments, commissions, boards, bureaus, agencies and offices thereof, having or claiming jurisdiction over all or any part of the School Facility or the use thereof.

“Highmark Guarantor” shall mean Highmark School Development, LLC, a Utah limited liability company, as guarantor under that certain Guaranty of Payment of even date herewith executed by Guarantor.

“Hazardous Substances” is defined in Section 13(F).

“Improvements” shall mean the School Facility and any and all other buildings and other improvements to the Land constructed thereon.

“Initial Fixed Term” is defined in Section 4(B).

“Initial Fixed Term Commencement Date” is defined in Section 4(B).

“Land” is defined in the Recitals hereto.

“Landlord” is defined in the introductory paragraph of this Lease.

“Laws” shall mean all present and future requirements, administrative and judicial orders, laws, statutes, ordinances, rules and regulations of any Governmental Authorities, including, but not limited to the ADA.

“Lease” is defined in the introductory paragraph of this Lease.

“Lease Year” shall mean a period of twelve (12) full calendar months, provided that the first Lease Year shall begin on the Initial Fixed Term Commencement Date and shall end on the date which is one (1) year from the last day of the calendar month in which the Initial Fixed Term Commencement Date occurs, and the last Lease Year shall end on the Expiration Date, unless sooner terminated pursuant to any provision hereof. The second Lease Year shall commence on the day immediately following the last day of the first Lease Year and each succeeding Lease Year shall commence on the anniversary of such date (each, an “Adjustment Date”).

“Leased Property” shall mean the Land and the Landlord’s interest therein, all Improvements now existing or hereafter constructed on the Land, all FF&E, appurtenances, rights, easements and privileges thereunto belonging or in any way appertaining, and all other rights, easements and privileges granted to Tenant in this Lease, excluding, however, School’s Property (as defined below).

“Legal Requirements” means the requirements of all present and future Laws, including, but not limited to, all permit and licensing requirements and all covenants, easements, restrictions and conditions, now or hereafter of record which may be applicable to Tenant or the Leased Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, expansion, repair or restoration of the Leased Property.

“Loan” means that certain acquisition and construction loan in the original principal amount of Thirty Million Nine Hundred Seventy-Two Thousand Eight Hundred Seventeen and No/Dollars (\$30,972,817.00) pursuant to the Loan Agreement.

“Loan Agreement” means, collectively, that certain Building Loan Agreement of even date herewith by and between ECS, as lender, and Landlord, as borrower, that certain Project Loan Agreement of even date herewith by and between ECS, as lender, and Landlord, as borrower, and that certain Acquisition Loan Agreement of even date herewith by and between ECS, as lender, and Landlord, as borrower.

“Management Fee” is defined in Section 57.

“Material Adverse Effect” means with respect to any event or occurrence of whatever nature (including any adverse determination in any litigation, arbitration or governmental investigation or proceeding by a Governmental Authority), a materially adverse effect on the business, operations, revenues, financial condition, or property of Tenant or the School or on the ability of Tenant or the School to perform its obligations under this Lease or Charter.

“Mortgage” shall mean any mortgage or deed of trust or other instrument in the nature thereof evidencing a security interest in the Leased Property or any part thereof, including, without limitation, the First Mortgage.

“Mortgagee” shall mean the holder of a Mortgage, including the First Mortgagee.

“Notices” is defined in Section 33.

“Prime Rate” shall mean the per annum interest rate from time to time publicly announced by Citibank, N.A., New York, New York as its base rate. If Citibank, N.A. should cease to publicly announce its base rate, the “Prime Rate” hereunder shall be the prime, base or reference rate of the largest bank (based on assets) in the United States which announces such rate.

“Project Cost” is defined in the Development Agreement.

“Prohibition” is defined in Section 8(C).

“REA” shall mean any applicable reciprocal easement agreement or instrument of similar effect with respect to the Leased Property.

“Released Party” is defined in Section 16(C).

“Releasing Party” is defined in Section 16(C).

“Rent” shall mean Annual Fixed Rent, Deferred Fixed Rent, Additional Rent and any other charges, expenses or amounts payable by Tenant under this Lease.

“Restrictive Agreements” shall mean those certain reciprocal easement agreements, operating agreements, development agreements, easement agreements and/or other similar agreements and instruments that govern and regulate the development of the Land.

“School” shall mean Tenant.

“School Facility” shall mean the school facility located on the Land, including, without limitation, any improvements located on the Land during the Term.

“School’s Property” is defined in Section 11.

“Servicer” shall mean a servicer of the Loan and its successors and assigns. Developer is the initial Servicer.

“SNDA” is defined in Section 25(A).

“State” shall mean the state in which the Leased Property is located.

“State Agency” shall mean the State governmental agency responsible for granting the School the Charter or other agency as designated by the laws of the State to collect and verify enrollment data from public Charter Schools.

“Substantial Completion Date” shall mean that date on which Substantial Completion is achieved. The term “Substantial Completion” shall have the meaning assigned to the term “Substantial Completion” in the Development Agreement.

“Taxes” shall mean: (a) all ad valorem taxes and assessments and governmental charges (including sewer charges), general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, whether imposed by any Governmental

Authorities, which are levied on or charged against the Leased Property, School Facility, this Lease, or the School's Property, personal property or rents, or on the right or privilege of leasing real estate or collecting rents thereon, including any sales or use tax on rents (including the aggregate of any excise, sales, occupancy, franchise, privilege, rental, or transaction privilege tax on, or of any similar tax now or in the future levied, assessed, or imposed by any governmental authority upon, Landlord or the Leased Property as a result (and to the extent) of payments comprising Rent under this Lease, or as a result of Tenant's (or any subtenant's) use or occupancy of the Leased Property) and any other taxes and assessments attributable to the Leased Property or its operation or any tax or assessment or governmental charge imposed or collected in lieu of or in substitution for any such tax, assessment or governmental charge, including without limitation all special assessments, impact fees, development fees, traffic generation fees, parking fees in respect of any Fiscal Tax Year falling wholly within the Term and a portion of any real estate taxes so imposed in respect of any Fiscal Tax Year falling partly within and partly without the Term hereof, equal to the proportion which the number of days of such Fiscal Tax Year falling within the Term hereof bears to the total number of days of such Fiscal Tax Year, and (b) any and all transfer taxes regarding the Leased Property imposed upon and payable by Landlord in connection with the conveyance to Landlord of fee simple title to the Leased Property, and any and all transfer taxes regarding the Leased Property imposed in connection with the creation, grant and conveyance of a leasehold interest (and the grant of any option to purchase) under: (i) any ground lease(s) to Landlord, Tenant or the School regarding the Leased Property, any assignment(s) of such ground leases to any of said parties, and any memoranda of leases regarding the same; (ii) intentionally deleted; (iii) this Lease, any addenda thereto and any memoranda of leases regarding the same; (iv) any other conveyance of leasehold interests to each of Landlord and Tenant; and (v) any conveyance of leasehold interests by Tenant (any and all transfer taxes in connection with the creation, grant or transfer(s) of the fee simple or leasehold interests regarding the Leased Property as described in this subparagraph (b) or in connection with the recording or filing of the deed or memoranda of leases regarding the same, as applicable, are hereinafter collectively referred to as the "Included Transfer Taxes"); excluding, however, any income, franchise, corporate, capital levy, capital stock, excess profits, transfer, revenue, estate, inheritance, gift, devolution or succession tax payable by Landlord other than the Included Transfer Taxes, and any other similar tax, assessment, charge or levy, other than the Included Transfer Taxes, upon, or measured, in whole or in part, by the rent payable hereunder by Tenant except to the extent any such other tax, assessment, charge or levy is imposed in substitution for any ad valorem tax or assessment or except as otherwise provided herein.

"Tenant" is defined in the introductory paragraph of this Lease.

"Tenant's Operating Covenant" is defined in Section 24.

"Tenant's Signs" is defined in Section 21.

"Term" or "Term of this Lease" or "term hereof" means the Initial Fixed Term as defined in Section 4(B) and any renewal or extension thereof.

"Total Development Cost" is defined in the Development Agreement.

“Used” is defined in Section 13(C).

(B) **Rules of Construction.** The following rules of construction shall be applicable for all purposes of this Lease, unless the context otherwise requires:

(i) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Lease, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Lease.

(ii) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of the other genders and words importing the singular number shall mean and include the plural number and vice versa.

(iii) The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.”

3. **Premises.**

(A) **Leased Property.** Landlord hereby demises and leases unto Tenant, and Tenant hereby leases from Landlord, for the consideration and upon the terms and conditions herein set forth, the Leased Property during the Term.

(B) **Construction Work.** Landlord and Tenant acknowledge that Developer will develop the School Facility pursuant to the Development Agreement (“**Construction Work**”). As of the Effective Date, the preliminary good faith estimate of Total Development Cost (the “**Preliminary Total Development Cost**”) is Thirty Million Nine Hundred Seventy-Two Thousand Eight Hundred Seventeen and No/Dollars (\$30,972,817.00). The Preliminary Total Development Cost is subject to change as provided in the Development Agreement. Landlord and Tenant acknowledge and agree that Developer and the design-builder engaged by Developer and their respective contractors, subcontractors, representatives and agents shall have the absolute right to enter and access the Leased Property, without notice to Tenant at any time during the Construction Term and thereafter and shall have the right to conduct or cause to be conducted, major or minor renovations, repairs, rebuilds, improvements, or demolitions as are necessary to complete the Construction Work, any punchlist items, and warranty items, without any right of offset or deduction of rent by Tenant. Developer shall be an express third-party beneficiary of this Section.

(C) **Delivery of Leased Property.**

(i) **Acceptance of Delivery.** Landlord shall deliver the Leased Property to Tenant, and Tenant shall accept delivery of the Leased Property from Landlord, on the Substantial Completion Date (“**Delivery Date**”). By occupying the Leased Property, Tenant accepts the same and acknowledges that Developer has complied with all the requirements imposed upon it under the terms of the Development Agreement, and, Tenant accepts the Leased Property, “AS IS, WHERE IS”, WITH NO REPRESENTATION OR WARRANTY BY LANDLORD AS TO THE FITNESS, SUITABILITY, OR USABILITY OF THE LEASED PROPERTY, OR AS TO THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS ON, ABOUT OR

ADJACENT TO THE LEASED PROPERTY. In addition, Tenant hereby accepts the Leased Property subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Leased Property, Restrictive Agreements, and all matters of record, and accepts the Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Developer nor Developer's agent have made any representation or warranty as to the suitability of the Leased Property for the conduct of Tenant's business or use.

(ii) **Early Entry.** Upon Landlord's and First Mortgagee's prior written consent, which shall not be unreasonably withheld, Tenant shall have access to the School Facility prior to the Initial Fixed Term Commencement Date in order to begin installing Tenant's trade fixtures and personal property, and for any other legal purpose necessary for preparation of the Leased Property for operation by Tenant, provided that such early entry shall not unreasonably interfere with Landlord's Work. Prior to such entry Tenant shall provide Landlord and First Mortgagee with evidence that Tenant has obtained insurance required under the terms of this Lease and shall provide Landlord with a certificate of insurance evidencing such insurance. Such early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Initial Fixed Term Commencement Date had occurred, except for the payment of Rent, which will commence on the Initial Fixed Term Commencement Date, and except that Tenant shall be responsible for all utility services required in connection with Tenant's early entry rights. All rights of Tenant under this section will be subject to the requirements of all applicable Laws.

(iii) **Temporary Space.** If Substantial Completion has not occurred by August 1, 2018, provided that the entire School Facility is incomplete or cannot be occupied, or a portion thereof is incomplete and cannot be occupied, Tenant shall use commercially reasonable efforts to secure a temporary space that Tenant can reasonably conduct its business therefrom ("**Temporary Space**"), and Tenant shall have the obligation to occupy such Temporary Space until the occurrence of Substantial Completion for the entire School Facility.

4. **Term.**

(A) **Construction Term.** The construction term of this Lease shall commence on the Effective Date and shall expire on the earlier to occur of (i) the day prior to the Delivery Date or (ii) the date that is twelve (12) months from the date of commencement of construction of the School Facility (the "**Construction Term**"). Tenant shall be obligated to open the School Facility immediately following the Delivery Date.

(B) **Initial Fixed Term.** The term of this Lease (the "**Initial Fixed Term**") shall commence on the date following the last day of the Construction Term (the "**Initial Fixed Term Commencement Date**") and shall expire at midnight on _____, 2037 (the "**Expiration Date**"), unless sooner terminated pursuant to any provision hereof.

(C) **Addendum.** Within thirty (30) days after the final disbursement of the Total Development Cost by ECS (“**Final Disbursement Date**”), Tenant and Landlord shall execute the Addendum in the form attached hereto as **Exhibit B**, which shall memorialize, among other things, the Initial Fixed Term Commencement Date, the Expiration Date and the Annual Fixed Rent. Tenant’s failure to execute and deliver such Addendum within ten (10) days after delivery thereof by Landlord shall, at the option of Landlord, constitute a material default under this Lease and, in any event, shall be conclusive upon Tenant that the Addendum as delivered by Landlord is correct in all respects. In addition, Landlord is hereby irrevocably appointed and authorized as agent and attorney-in-fact of Tenant to execute and deliver such Addendum in the event that Tenant fails to execute and deliver such Addendum within ten (10) days after notice from Landlord requesting execution and delivery thereof.

5. **Intentionally Deleted.**

6. **Rent.**

(A) **Construction Term.** No Annual Fixed Rent shall be payable during the Construction Term.

(B) **Annual Fixed Rent.**

(i) Tenant shall timely pay to Landlord for each month during the Term, rent equal to 1/12th of the Annual Fixed Rent, without abatement, adjustment or setoff except as otherwise expressly set forth herein. The Annual Fixed Rent will be paid in twelve (12) equal monthly installments on or before the first (1st) day of each calendar month during the Term, in advance commencing on the Initial Fixed Term Commencement Date and continuing for the remainder of the Initial Fixed Term, as renewed or extended; provided, however, that if the Initial Fixed Term Commencement Date is a date other than the first day of the month, then the first monthly installment of the Annual Fixed Rent shall be made on or before the first (1st) day of the first full calendar month following the Initial Fixed Term Commencement Date and such payment shall be the sum of (1) a pro rata portion of the Annual Fixed Rent payable for a full month, based on the number of days in the month from the Initial Fixed Term Commencement Date to the end of that month and (2) the Annual Fixed Rent for the first full calendar month following the Initial Fixed Term Commencement Date.

(ii) The Annual Fixed Rent and all other Rent due to Landlord under this Lease shall be timely paid to Landlord by electronic transfer to an account designated by Landlord pursuant to written instructions provided in advance by Landlord to Tenant or by check payable to Landlord at the address set forth in Section 33 hereof, until Tenant receives other written instructions from Landlord.

(C) **Intentionally Omitted**

(D) **Deferred Fixed Rent.** Notwithstanding anything to the contrary contained herein, Tenant shall have the right to defer the first two (2) full calendar monthly installments of the Annual Fixed Rent and to commence paying the Annual Fixed Rent on the first (1st) day of the third (3rd) full calendar month following the Initial Fixed Term

Commencement Date; provided, however, that if the Initial Fixed Term Commencement Date is a date other than the first day of the month, then the first monthly installment of the Annual Fixed Rent after the two-full calendar month deferment shall also include a pro rata portion of the Annual Fixed Rent payable for a full month, based on the number of days in the month from the date that is two (2) months after the Initial Fixed Term Commencement Date to the end of that month (“**Partial Rent**”). Accordingly, as a result of such deferment, Tenant shall make only ten (10) monthly installments of the Annual Fixed Rent during the first Lease Year and Partial Rent (if the Initial Fixed Term Commencement Date is a date other than the first date of the month). The deferred payments of the Annual Fixed Rent as provided in this Section are referred to herein as the “**Deferred Fixed Rent.**”

(E) **Net Lease.** This Lease shall be deemed and construed to be a “net lease”, and Tenant shall pay to Landlord, net throughout the Construction Term and the Term of this Lease, the Rent, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off whatsoever except as expressly set forth herein (provided that all Additional Rent, and certain additional costs applicable during the Construction Term shall be added to the Project Cost as herein provided). Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as herein otherwise expressly set forth. Without limiting the foregoing, Tenant shall pay to the parties respectively entitled thereto, all costs, expenses and charges of every kind and nature relating to the Leased Property (except debt service on any indebtedness of Landlord or except as otherwise expressly set forth herein), which may arise or become due or payable prior to, during or after (but to the extent and only to the extent attributable to or arising during a period falling within) the Construction Term (subject to inclusion thereof in the Project Cost) and Term of this Lease. All of such charges, costs and expenses shall be deemed “**Additional Rent**” and will be due and payable upon demand, if no other time for payment is specified. The parties intend that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease. As part of Tenant's additional rent obligations under this Lease, Tenant shall also be responsible for reimbursing Landlord for annual accounting costs incurred by Landlord regarding the Lease, including audits in connection with this Lease, audits regarding Tenant's operation at the Leased Property, the filing of any necessary governmental forms regarding the Lease and other accounting costs in connection with the operation of the Charter School on the Leased Property.

(F) **Application of Payments.** Landlord shall have the right to apply any payments received from Tenant in reduction of any amount due under this Lease, in such order as Landlord may elect in its discretion, and regardless of whether Tenant has designated how such payment is to be applied.

(G) **Late Fees.** Landlord may assess a late fee of five percent (5%) of the amount due for any payment due Landlord and not paid within five (5) days of the date due, to compensate Landlord for the extra expense of handling late payments. Such late fee will be in addition to any and all interest and costs of collection of past due amounts.

7. **Quiet Possession; Transfer of Title.**

(A) **Landlord's Covenant.** Landlord represents and warrants to Tenant that: provided that no Event of Default has occurred and is continuing, Tenant shall have and enjoy, during the Term hereof, the quiet and undisturbed possession of the Leased Property as in this Lease contemplated, free from interference by Landlord or any party claiming under Landlord.

(B) **Leasehold Title Policy.** Tenant may obtain, at its sole cost and expense, binding commitments for the issuance of a leasehold owner's policy on the then-current policy form available in the state in which the Leased Property is located, in amounts so requested by Tenant, written by a title company selected by Landlord and reasonably acceptable to Tenant, committing to insure as of the date of the recording of a memorandum of this Lease the condition and state of the title to the leasehold estate created hereunder. The cost of the foregoing shall be included in the Project Cost. Landlord shall cooperate with Tenant in executing and delivering to Tenant or the title company such reasonable affidavits, undertakings, or other instruments as may be necessary to cause this issuance of such leasehold owner's policies. By executing this Lease, Tenant shall be deemed to have approved and accepted the status of title as reflected in such title commitments.

(C) **Change of Ownership.** Landlord shall promptly notify Tenant in writing of any change in the ownership of the Leased Property or any transfer of Landlord's interest in the Leased Property, giving the name and address of the new owner or transferee, as applicable, and instructions regarding the payment of Rent. In the event of any change in or transfer of title of Landlord in and to the Leased Property or any part thereof, whether voluntary or involuntary, or by act of Landlord or by operation of Laws, Tenant shall have the right to continue to pay Rent to the party to which Tenant was making such payments prior to such change in title until Tenant shall have been notified of such change in title and given satisfactory proof thereof (it being hereby agreed that a letter from the prior owner of the Leased Property notifying Tenant of such transfer and the name and address of the new owner shall be deemed satisfactory proof of such change in title). Tenant acknowledges that the Leased Property, including all Improvements and FF&E, but excluding the School's Property, shall be Landlord's property.

8. **Use of Premises.**

(A) **During Tenant's Operating Period.** Except with the prior express written consent of the Landlord (which may be granted or withheld in its sole and absolute discretion) or as otherwise provided in this Lease, the Leased Property shall be used only for the operation of a Charter School (or other uses that, as with the advancement of technology, are customary for a public Charter School facility from time to time), which may include other uses incidental to the operation of a Charter School (collectively, "**Ancillary Uses**") and for no other purpose. Notwithstanding anything to the contrary herein, Tenant shall not have the right to use the Leased Property, or any part thereof, for any use or purpose which is not permitted by, or which results in a violation of, any agreement, covenant or restriction to which the Leased Property, or any part thereof, is subject as of the date of this Lease, including any REA or any other Restrictive Agreements applicable to the Leased Property and of which Tenant has been notified in writing by Landlord or of which Tenant has knowledge, actual or constructive.

(B) **Landlord Assistance.** Landlord agrees to execute, without cost to Landlord, such customary applications, consents and other instruments as shall be required by Governmental Authorities to permit the operation of the School Facility as a Charter School, as permitted by this Lease, so long as such applications, consents or other instruments do not impose or subject Landlord to any liability or claim, and Tenant hereby covenants and agrees to indemnify and hold harmless Landlord from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Landlord may suffer or incur by reason of Landlord's execution of any such applications, consents or other instruments as Tenant may request. If at any time any claims, costs, demands, losses or liabilities are asserted against Landlord by reason of Landlord's execution of any such applications, consents or other instruments as Tenant may request, Tenant will, upon notice from Landlord, defend any such claims, costs, demands, losses or liabilities at Tenant's sole cost and expense by counsel, selected by Tenant, and reasonably acceptable to Landlord.

(C) **Prohibition of Use.** If at any time during the term of this Lease, any Law shall prohibit the use of the School Facility for the purposes permitted in Section 8(A) of this Lease (the "**Prohibition**"), then immediately upon the earlier to occur of (a) Tenant becoming aware of any proposed Prohibition, or (b) Tenant's receipt of any notice from any Governmental Authorities of any Prohibition, Tenant shall promptly notify Landlord of such fact, and Tenant shall have the right (but not the obligation) to proceed, in its or Landlord's name, and at Tenant's sole cost and expense, to take such action as Tenant shall determine to be necessary or desirable to contest or challenge the Prohibition. If a Prohibition should occur or be imposed, nothing in this Section 8(C) shall be deemed to impair Tenant's obligations under Section 13(D) at any time during which Tenant is not prohibited from using such School Facility for the purposes permitted in Section 8(A).

9. Subletting and Assigning.

(A) **Landlord's Consent.** Subject to the provisions of this Section 9, Tenant shall not assign this Lease or sublet the Leased Property in whole or in part by operation of law or otherwise (including merger, consolidation of Tenant into or with any other entity, dissolution of Tenant, change in control, reorganization, sale of Tenant's assets or transfer of membership interest resulting in a change of control of Tenant) without the consent of Landlord and the Mortgagee (if required under the terms of any Mortgage), which consent Landlord and Mortgagee may grant or deny in their sole and absolute discretion.

(B) **Continuation of Liability.** Notwithstanding Landlord's and Mortgagee's consent to any assignment under (A) above, Tenant shall remain liable and responsible under this Lease, unless Landlord and Mortgagee release Tenant in writing.

(C) **Landlord's Assignment.** Anything in this Lease to the contrary notwithstanding, Landlord shall be permitted without Tenant's consent (but after first obtaining the written consent of Mortgagee, which may be withheld in Mortgagee's sole discretion), to sell, transfer, or assign Landlord's interest in the Leased Property and/or this Lease and in such event, Landlord shall be relieved of Landlord's obligations under this Lease to the extent such obligations arise after the date of such sale, transfer, or assignment consented to by Mortgagee, provided that such transferee, or assignee agrees to assume all of the unaccrued obligations under

this Lease and agrees to perform the same to the full extent required under the terms and conditions of this Lease, and further provided that no such sale, transfer or assignment shall violate or cause the revocation or termination of the Charter.

(D) **Rights of Landlord's Lender.** Tenant hereby agrees that the Mortgagee shall have the absolute right at any time after the occurrence and continuance of an Event of Default as herein provided, upon notice to Tenant, to enforce any and all rights Landlord may have under this Lease, and all extensions, modifications and renewals hereof.

(E) **Termination of Lease.** In the event that Landlord terminates this Lease (with the prior written consent of Mortgagee), pursuant to the terms and provisions hereof with respect to the Leased Property, any and all subleases and the rights of all subtenants under such subleases in effect at such Leased Property at such time shall be extinguished unless otherwise approved in writing by Landlord and Mortgagee.

(F) **Licenses, Etc.** For purposes of this Article, subleases shall be deemed to include any licenses, management contracts or other similar arrangements relating to the possession or use of the Leased Property.

(G) **Default Notices After Assignments.** If Landlord and Mortgagee consent in writing to Tenant's assignment in accordance with this Article 9 and Tenant thereafter assigns this Lease in accordance with this Article 9 and with the written consent of Landlord and Mortgagee, then Landlord, when giving notice to said assignee or any future assignee in respect of any default, shall also serve a copy of such notice in the manner provided herein upon the original tenant named in this Lease (the "**Original Tenant**"). The Original Tenant, at its option, shall have the same period that such assignee, as tenant, under this Lease has to cure such default.

10. Continued Possession of Tenant.

Any holding over with respect to the Leased Property after the last day of any extension of the term hereof, or after the last day of the Initial Fixed Term hereof if this Lease is not extended, shall be construed to be a monthly tenancy, on the terms herein set forth, terminable by either party on not less than one month's notice, with the exception that Annual Fixed Rent shall be increased to (i) one hundred twenty five percent (125%) of the Annual Fixed Rent that existed for the year prior to the expiration of the then current term for the first ninety (90) days of holding over following the last day of the applicable term; and (ii) one hundred fifty percent (150%) of the Annual Fixed Rent that existed for the year prior to the expiration of the then current term thereafter. Nothing contained in this Section or elsewhere in this Lease will be construed as Landlord's permission for Tenant to hold over or as limiting Landlord's remedies against a holdover tenant. If the Leased Property is not surrendered at the end of the Term, Tenant will indemnify Landlord for, from and against any loss or liability resulting from delay by Tenant in so surrendering the Leased Property, including without limitation, any claims made by any succeeding tenant based on such delay. This indemnity will survive the expiration or earlier termination of the Lease Term and any holdover term.