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State University of New York

ROOSEVELT CHILDREN'S ACADEMY CHARTER SCHOOL

FINAL CHARTERED AGREEMENT

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VOLUME 3 OF 3

REDACTED COPY

519

REVISED EDITION

SERIES

WHAT YOUR FIRST GRADER

needs to know



FUNDAMENTALS OF A
GOOD FIRST-GRADE EDUCATION

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AUTHOR OF *CULTURAL LITERACY* AND *THE SCHOOLS WE NEED*

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History and Geography



INTRODUCTION

For many years American elementary schools (especially in kindergarten through third grade) have taught "social studies" rather than history. Social studies have typically been made up of lessons about the family, neighborhood, and community. This focus on the personal and the local can be of value, but it is only a beginning.

As anyone knows who has witnessed children's fascination with dinosaurs, knights in armor, or pioneers on the prairie, young children are interested not just in themselves and their immediate surroundings but also in other people, places, and times. In first grade, we can take advantage of children's natural curiosity and begin to broaden their horizons. An early introduction to history and geography can foster an understanding of the broad world beyond the child's locality, and make her aware of varied people and ways of life. Such historical study can also begin to develop our children's sense of our nation's past and its significance.

In the following pages, we introduce—let us emphasize, *introduce*—a variety of people and events, most of which will be treated more fully in the Core Knowledge books for the later grades. The idea in first grade is to plant seeds of knowledge that can grow later. The purpose for the child is not to achieve deep historical knowledge but, rather, to become familiar with people, terms, and ideas in such a way that, in later years, when the child hears them mentioned or reads about them, she enjoys the satisfying sense that "I know something about that."

Learning history is not simply a matter of being able to recall names and dates, though the value of getting a firm mental grip on *a few* names and dates—such as 1607 and 1776—should not be discounted. First graders have not of course developed a sophisticated sense of chronology that allows them to appreciate the vast expanses of years between, say, the American Revolution, ancient Egypt, and the Ice Age—all of which, to the first grader, happened long, longer, or *really long* ago. Nevertheless, the development of a chronological sense is aided by having at least a few dates fixed in mind and associated with specific events, so that later, as the child grows, he can begin to place these dates and events into a more fully developed sense of what happened when.

While it's good to help children grasp a few important facts, for young children the best history teaching emphasizes the "story" in history. By appealing to children's naturally active imaginations, we can ask them to "visit" people and places in the past (for

example, we take children on a trip down the Nile River with King Tut in ancient Egypt). We encourage parents and teachers to go beyond these pages to help children learn about history through art projects, drama, music, and discussions.

Suggested Resources

World History and Geography

Bill and Pete Go Down the Nile, written and illustrated by Tomie dePaola (Putnam, 1987)

The Hundredth Name by Shulamith Levy Oppenheim (Boyd's Mills Press, 1995)

I Wonder Why Pyramids Were Built and Other Questions About Ancient Egypt by Philip Steele (Kingfisher, 1995)

The Nativity, illustrated by Ruth Sanderson (Little, Brown, 1993)

New Puffin Children's World Atlas by Jacqueline Tivers and Michael Day (Puffin, 1994)

The Story of Hanukkah by Amy Ehrlich (Dial, 1989)

Tales from the Old Testament (cassette tape), retold by Jim Weiss (Greathall Productions; phone 800-477-6234)

Tut's Mummy Lost—And Found by Judy Donnelly (Random House, 1988)

American History and Geography

Across the Wide Dark Sea: The Mayflower Journey by Jean Van Leeuwen (Dial, 1995)

The Flame of Peace (a story about the Aztecs), by Deborah Nourse Lattimore (HarperCollins, 1987)

The Inca and The Maya by Patricia McKissack (Children's Press, revised, 1992 and 1993)

Lewis and Clark: Explorers of the American West by Steven Kroll (Holiday House, 1994)

Sam the Minuteman by Nathaniel Benchley (HarperCollins, 1969)

Yankee Doodle: A Revolutionary Tail by Gary Chalk (Dorling Kindersley, 1993)

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World History and Geography

History: Everyone's Story

History. Listen closely to the word: *history*. Do you hear another word in it? Do you hear the word *story*?

History is a story. It's the story of all the people who have lived before us. It helps us remember who we are and what we've done.

When you study history, you learn stories of great men and women who have done extraordinary things. You'll meet a Chinese emperor who—long, long ago—built a wall so large that astronauts today can see it all the way from outer space. You'll find out—if you don't already know—why our nation's capital city is named Washington, D.C. You'll meet a woman who risked her life again and again to help slaves escape to freedom.

History is not just the story of emperors and presidents. It's also the story of ordinary people, of farmers, builders, artists, sailors, soldiers, teachers, and children. Their stories are worth knowing. They are our stories. History is about how we have changed and how we've stayed the same. And so history is everyone's story.

The Ice Age: Humans on the Move

Our story begins a long, long time ago, before your parents or grandparents or even their parents or grandparents were born—in fact, way before their parents or grandparents or even their great-grandparents were born. How long ago? Well, take a deep breath and say “long, long, long, long . . .” over and over until your breath gives out—and that's about how long ago our story begins.

In this long-ago time, the earth was colder than it is now, and life was harder in many ways. To stay alive, people hunted and gathered plants. At night they huddled around fires in damp caves to keep warm. They couldn't buy their clothes or food. They had to make or find everything. They made tools out of sticks and stones. They made needles



out of bones, which they used to sew robes out of pieces of animal skin.

But their most important task was finding food. Just like you, they got hungry and they had to eat. Of course, way back then they couldn't go shopping at a grocery store! To get food, they sometimes picked the wild plants growing around them, but most of all they hunted for animals to eat.

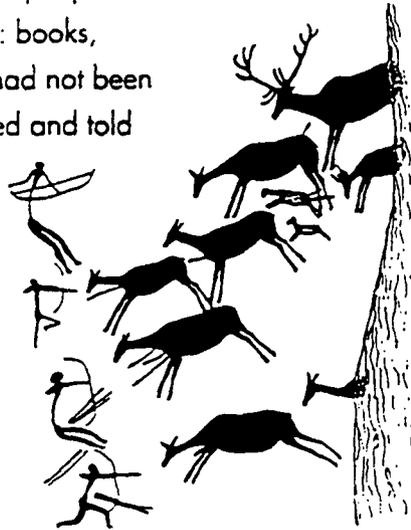
Because the early humans were hunters, they were always on the move from place to place. Why did they have to keep moving? Can you think of a reason? They kept moving because they were following the animals they hunted. In those long-ago days, great herds of woolly mammoths, wild bison, and reindeer roamed the land. As the animal herds moved on, the human beings followed because those animals were their breakfast, lunch, and dinner!

The animals kept moving because they were looking for food, too, for greener grass and a warmer climate. Back then, the earth was colder than it is now. It was so cold that much of the earth was covered by huge sheets of ice, called glaciers—which is why we call that long-long-ago time the Ice Age.

We know only a little about how people lived way back in the Ice Age. Why don't we know more? Because one of the ways that we know about people who lived long ago is by looking at clues they left behind, and those clues aren't always easy to find. Modern scientists who are called *archaeologists* [ar-key-AHL-oh-jists] study the things that were left behind by people who lived long ago. They study things like tools, weapons, jewelry, cups and bowls, and pieces of old houses. But the Ice Age people didn't leave much behind. Compared with you and me, the Ice Age people lived very

Archaeologists can also learn a lot from something else people leave behind: writing. Think of all the writing that you can see today: books, magazines, newspapers, and a lot more. But writing had not been invented back in the Ice Age. The Ice Age people talked and told stories, but they did not have a way to write messages to each other.

Still, these early people did draw. In caves all around the world, scientists and explorers have discovered ancient paintings made by the Ice Age people. What do you think those wandering hunters drew? Was it something they needed to stay alive? If you said "Wild animals" you're right!



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simply. They didn't want to have to carry a lot of things with them as they moved from place to place.

We've come a long way since the Ice Age. Today most people don't have to hunt to survive. Most of us don't have to wander around, but can settle in one place for a while. People have learned how to farm and grow food, so we don't have to follow animals. We have built towns and cities, and we know how to write.

You can see that, since the time of the early humans, there have been a lot of big changes in the way people live—changes like settling down in one place, learning how to farm, building cities, and communicating by writing. These changes are all part of what we mean by *civilization*. That's a big word: try saying it a few times. And as you say it, think of some of the things that make civilized people different from those Ice Age hunters long ago: things like living in one place, farming, building cities, and writing messages.

The first civilizations began in Africa and Asia. Can you find those continents on a globe or world map? Now let's learn about two of the earliest civilizations, both in Africa. Let's go first to ancient Egypt.

WHY ARE THEY CALLED ANCIENT?

When you hear the Egyptians or other people in this book described as *ancient*, it doesn't mean that they grew to be very old. It means that the people were part of a civilization that existed a long, long, long time ago. Ancient Egypt is the civilization in Egypt thousands and thousands of years ago.

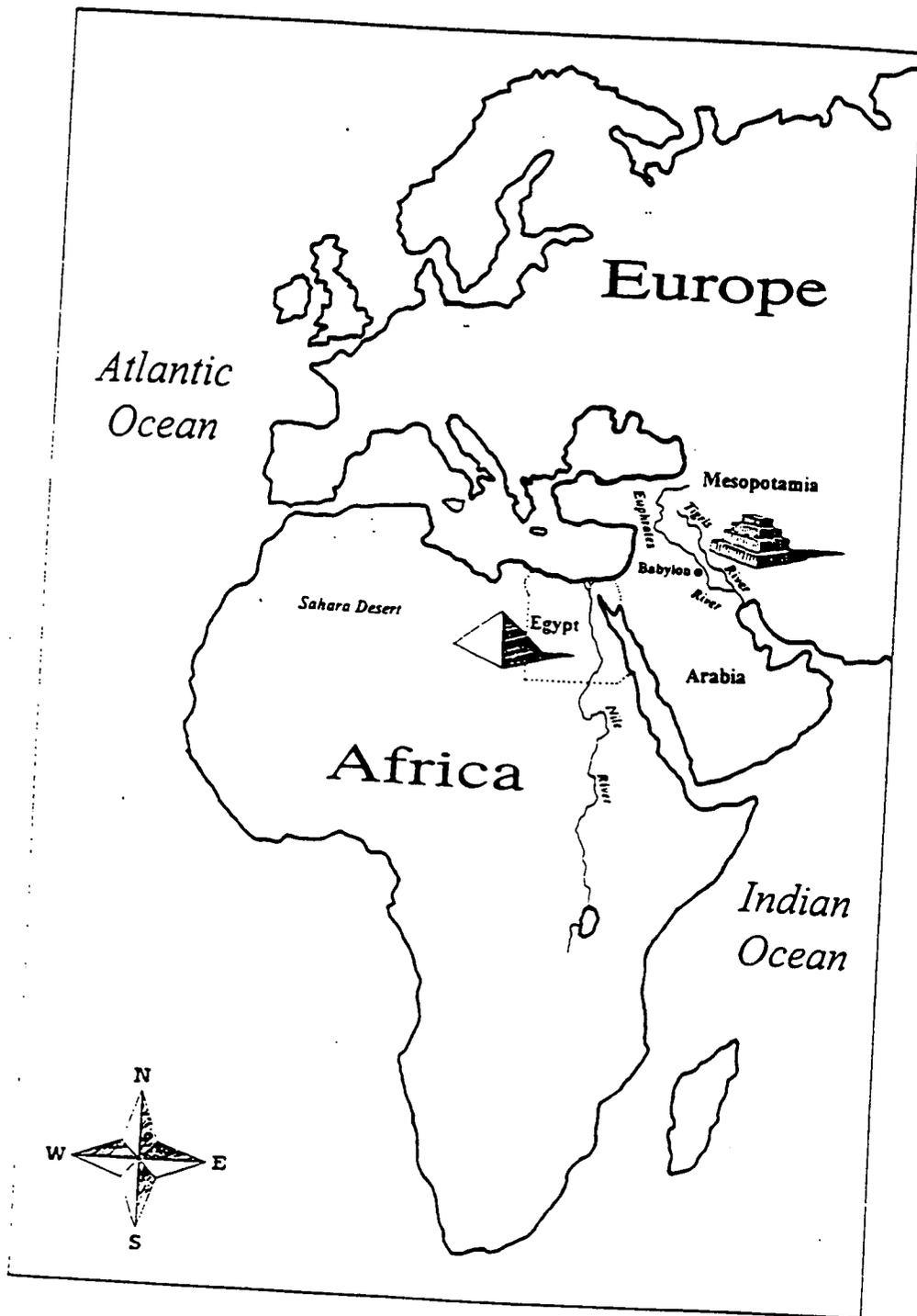
Egypt: Gift of the Nile

Egypt is in Africa. It's in the middle of a giant desert. Do you know what the weather is usually like in a desert? It's dry. It doesn't rain much at all.

Even though they lived in a desert, the ancient Egyptians were among the first people to learn to farm. Now wait a minute: how could that be? To grow crops, you need enough water. But what about Egypt, with all that burning sun and so little rain?

In fact, the Egyptian soil wasn't as dry as you might think. Egypt had very little rain, but she had a great treasure—a fantastic flooding river called the Nile.

The Nile is the lo-o-o-o-ngeest river in the world. Do you see it on the map? It begins high in the rain-soaked mountains of central Africa and trips down the mountainsides. It twists and splashes into calm lakes and beautiful waterfalls. The Nile travels north



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for thousands of miles, and when it finally reaches the desert, this river does more than flow. It floods!

Once a year the Nile overflows its banks. The river's yearly flood turns one of the driest parts of the world into fertile ground ("fertile" means that plants can grow there very easily). After the Nile floods, for about ten miles along either side of the river the soil turns a rich black color. It's full of minerals and other good things that help crops grow.

Five thousand years ago, the Nile's gift of rich black soil meant so much to the early Egyptians that they named their country "Black Land." We call such moist, rich soil "silt." If you mix silt, sunshine, and seeds together, plants will grow. Along the banks of the Nile, warm breezes blew wild barley seeds into the soil, and food crops sprang from the ground.

The Egyptians didn't just wait for nature to blow the seeds into the soil. They began planting seeds on purpose along the banks of the Nile. They grew big crops of grains like barley and wheat, whose seeds can be ground up into flour. You still eat these grains in foods like cereal and bread.

When the Egyptians began to grow crops they could eat, then they didn't have to hunt as much. They began to stay in one place in order to be near their fields and take care of their crops. They began to build villages and cities. They began to build a civilization.

Fantastic Pharaohs and Marvelous Monuments

What a civilization! In the next two thousand years, the Egyptians built enormous buildings and monuments that are still among the biggest ever made. They built huge stone temples and pyramids (you'll learn more about pyramids soon). Why did they do it?



This is how the Nile River looks today.

Well, one reason was that the pharaohs [FAIR-ohs] ordered them to do it. Who were the pharaohs? They were the rulers of ancient Egypt. The pharaohs had wonderful names that are fun to say—Rameses [RAM-uh-sees], Amenhotep [ah-men-HOE-tep], Tutankhamen [Toot-angk-AH-men], and Hatshepsut [hat-SHEP-soot]. They were like kings, but in some ways they were even more powerful than kings. The people of ancient Egypt thought the pharaoh was *divine*—which means the people thought he wasn't just a powerful person but also a *god*. This belief in the pharaoh as a living god-king made his commands very powerful indeed!

The pharaohs wanted to inspire and amaze people with their greatness. Each pharaoh wanted to show his people that he was even more powerful and important than the god-king who had come before him.

Imagine for a moment that you're the pharaoh. You are very proud and boastful. To show everyone how powerful and important you are, what would you do? Would you have someone write a story about the great things you've done? Would you make a huge statue of yourself for everyone to see? Those ideas occurred to the pharaohs, too.

The pharaohs ordered thousands of slaves to build great monuments to themselves and to the gods they worshiped.



A statue of Rameses II.



They ordered workers to carve large images of their faces in stone. Now, imagine for a moment that you're one of the workers: you sweat and strain in the sun as you drag huge, heavy stones across the hot sand. Maybe you don't think as highly of the pharaoh as he does of himself!

A giant carving of Rameses II and his family.

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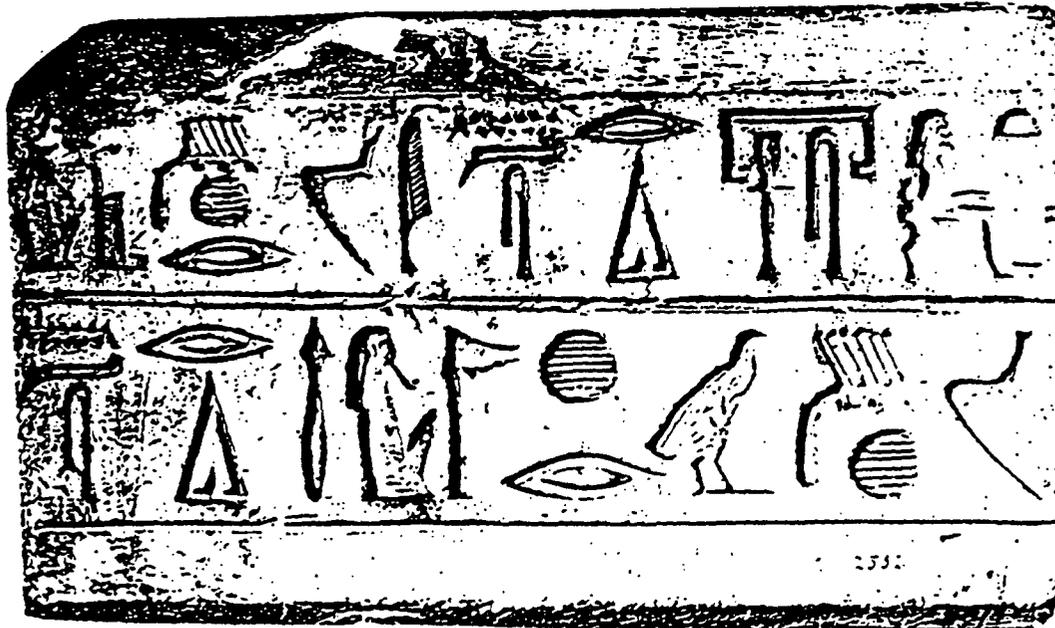
One very important pharaoh, Rameses II, thought he was so great that he even erased from the monuments the names of many pharaohs who had come before him. He made sure only *his* stories were written on the walls of the buildings!

Hieroglyphics: Picture Writing

Do you remember the reason we know only a little about the early humans in the Ice Age? It's because those early humans did not have a way to write anything about themselves. But we know a lot more about the ancient Egyptians. Why do you think we know more?

Did you say that the Egyptians knew how to write? Yes, the Egyptians did have a form of writing. Instead of writing with letters, as you're learning to do, they used picture writing. This picture writing is called *hieroglyphics*. Archaeologists have figured out what many of the hieroglyphics mean, so we can learn a lot about the Egyptians from what they wrote.

When Rameses II ordered his workers to tell his stories, they carved hieroglyphics in stone. Each picture—whether of a falcon, a snake, or a shepherd's staff—had a meaning. One of the reasons we know so much about Rameses is that he wrote a lot about himself!



Hieroglyphics from ancient Egypt.

4. Each student can show an understanding of the relationship between diet and health and explain the effects of poor nutrition and overeating.
5. Each student can show an understanding of food as a source of energy and discuss the relationship between physical activity and weight.

C. Performance Statement: Personal Fitness. Each student can participate in sports and/or recreational activities that promote health and physical fitness.

Standards:

1. Each student can perform the elements of a nationally recognized fitness test (e.g., the President's Challenge from the President's Council on Physical Fitness and Sports) and compare results to the test's established standards.
2. Each student can demonstrate fundamental locomotor (from place to place, such as running), non-locomotor (in place), and manipulative (catching, dribbling, etc.) movements, and show awareness of space, time, and force in carrying out movements.
3. Each student can show good sportsmanship by recognizing and respecting the capabilities, similarities, differences, and aspirations of others on the playing field.
4. Each student can apply knowledge of safety rules in sports, school, and home. Each student can perform basic first aid for minor injuries.

**Health and Physical Education Standards
Intermediate Level**

A. Performance Statement: Growth and Development. Each student can describe the human life cycle from fertilization; show an understanding of embryo development as the division of cells; and examine the development and functions of organs and organ systems.

Standards:

1. Each student can describe the process of embryo development from the point of fertilization through cell division and the process of cell differentiation. Each student can compare human embryo and infant development to other mammals.
2. Each student can identify physical and mental developmental changes which occur during puberty and describe physical changes brought on by aging. Each student can examine factors (such as nutrition, medical care, environment, sanitation) that affect the rate or condition of development.
3. Each student can show a basic understanding of organ systems, describe their interactions (e.g., the circulation of blood transporting oxygen to cells), and apply knowledge of the specialization of human cells.

B. Performance Statement: Health and Nutrition. Each student can show a basic understanding of the effects of various factors on health—including food, environment, disease, and the use of drugs and alcohol—and explain how such factors can be beneficial or detrimental to health.

Standards:

1. Each student can evaluate how choices related to nutrition, exercise, rest, and life experiences affect physical and mental health.
2. Each student can show an understanding of how viruses, bacteria, fungi, and parasites can infect the body and interfere with normal functions and can describe how certain preventions (e.g., vaccines) and interventions (e.g., antibiotics) work in the treatment of disease.
3. Each student can explain how calories are used in the body and evaluate the relationship of caloric requirements to body weight, age, sex, activity level, and natural body efficiency.
4. Each student can describe the short-range and long-range effects on the body of toxic substances, including illicit drugs, alcohol, and tobacco.

C. Performance Statement. Personal Fitness. Each student can measure and analyze personal fitness, and participate in sports and/or recreational activities that promote health and physical fitness.

Standards:

1. Each student can sustain an aerobic activity, maintaining a target heart rate, to achieve cardiovascular benefits.
2. Each student can demonstrate an understanding of the mechanical principles related to movement (e.g., throwing, running, catching) and perform movement skills effectively.
3. Each student can develop strategies in accordance with established rules for participation in games and sports.
4. Each student can practice the rules of safe and fair play while participating in sports and physical activities.
5. Each student can demonstrate knowledge of first aid, safety rules, and rescue skills.

**Health and Physical Education Standards
Upper Level**

A. Performance Statement: Growth and Development. Each student can apply knowledge of biology to growth and development, examine medical technologies and what makes them effective, and explore ethical and social issues raised by medical research and advancement.

Standards:

1. Each student can describe the function of DNA in human development and show an understanding of how differences in immediate cell environments can activate or inactivate DNA information.
2. Each student can examine and explain various interferences to normal body functions (such as allergic reactions, genetic diseases, and viral infections) and explain the relative effectiveness of treatments.
3. Each student can examine the development of various medical technologies and evaluate the physical, social, economic, and ethical effects and considerations.

B. Performance Statement: Health and Nutrition. Each student can examine and explain the effects of various factors on health—including food, environment, disease, and the use of drugs and alcohol—and interpret medical findings as written for lay readers to describe developments in detection, prevention, and treatment.

Standards:

1. Each student can apply knowledge of chemical interactions, heredity, and technology to analyze various factors affecting individual and public health and explain the effect of related medical developments as reported through the media.
2. Each student can examine and explain, on a molecular level, the use of nutrients and calories in the body and apply this knowledge to show its significance to health maintenance.
3. Each student can discuss the physical, emotional, and social effects of substance abuse.

C. Performance Statement: Personal Fitness. Each student can measure and analyze personal fitness and participate in sports and/or recreational activities that promote health and physical fitness.

Standards:

1. Each student can assess and analyze personal fitness levels to determine fitness and wellness. Each student can select activities that will improve and/or maintain fitness and health by analyzing and comparing the benefits of various activities.
2. Each student can demonstrate knowledge of and perform simple and complex movements using multiple body parts in individual, dual, and team activities.
3. Each student can apply the concept of good sportsmanship to various situations within and outside of sports.
4. Each student can describe and/or perform a variety of first aid and safety procedures and analyze various life-threatening situations to select effective methods of rescue.

**Fine Arts Standards
Visual Arts
Primary Level**

A. Performance Statement: Each student can create with various art media to express ideas and experiences.

Standards:

1. Each student can design and create simple works of art using different media, techniques, and processes—such as drawing, painting, sculpting, printmaking, design, film, or video—which express an intended purpose.
2. Each student can discuss the visual characteristics of student's own works in reference to perspective, proportion, scale, symmetry, motion, color and/or light.
3. Each student can reproduce the organization of the color wheel.
4. Each student can explore techniques for producing the illusion of space in two- and three-dimensional forms.
5. Each student can safely use art materials, tools, and equipment.

B Performance Statement Each student understands cultural and historical contexts of the visual arts.

Standards

1. Each student can recognize major works of western and non-western art—such as the "Mona Lisa," the Great Sphinx, "Venus de Milo"—and place the works in the correct historical context including both time (i.e. prehistoric, ancient, or modern) and place (i.e. European, African, Asian, Native American, etc.).
2. Each student can recognize and discuss important national, regional, and local works of art, artifacts, and architecture and explain their relationship to major trends, eras, or styles.
3. Each student can identify art of given culture (sculptures, paintings, architecture, artifacts, and objects used for daily living) and understand relationships between a culture's art and its social context.

C. Performance Statement: Each student can view and respond to works of visual art, and offer ideas about their purpose and meaning.

Standards:

1. Each student can identify images and symbols found within works of art, and interpret their purpose and meaning.
2. Each student can understand the ideas of others about the purpose and meaning of given works of art.

**Visual Arts
Intermediate Level**

A. Performance Statement: Each student can create with various art media and effectively convey an intended purpose and meaning.

Standards:

1. Each student can effectively translate feelings, experiences, and ideas into various visual arts media showing competent technique and organization.
2. Each student can select media, techniques, and processes which are most effective to express the student's purpose, and justify those selections.
3. Each student can discuss the techniques, the principles of design, and the literal and visual qualities of drawing, painting, printmaking, design, fine craft, sculpting, photography, computer graphics, and film and television.
4. Each student can describe images and technical terminology associated with the visual arts.

B. Performance Statement: Each student can discuss and analyze various cultural and historical contexts of the visual arts.

Standards:

1. Each student can explain the role that visual arts and artists play in various cultures and historical periods.
2. Each student can analyze and describe how the needs, attitudes, beliefs, and values of a culture influence the artwork produced by the culture.
3. Each student can characterize works according to era or genre—such as the differences and similarities between Gothic and Renaissance portraits, Mexican murals, Impressionism, etc.

C. Performance Statement: Each student can view and respond to works of visual art, and interpret their purpose and meaning.

Standards:

1. Each students can compare different works of art (student's own work and works from various eras and genres) in respect to meaning, style, media, and form.
2. Each student can analyze the aesthetic qualities of art and nature, evaluate their merits, and give reasons to support his or her appraisal.

**Visual Arts
Upper Level**

A. Performance Statement: Each student can create with various art media, demonstrating technical skill and aesthetic understanding, and effectively convey an intended purpose and meaning.

Standards:

1. Each student can show sound technique and personal style in two or more forms—such as painting, drawing, printmaking, design, sculpting, photography, fine craft, film, and/or television.
2. Each student can analyze and judge visual relationships to improve own art production.
3. Each student can effectively convey ideas, experiences, and emotions in the creation of a work of art.

B. Performance Statement Each student can examine, analyze, and discuss the connections between the visual arts and the philosophical, political, social, and economic ethos of the culture in which the art was created.

Standards:

1. Each student can analyze and describe how art from a variety of cultures reflects, records, and or shapes history.
2. Each student can relate certain works, including student's own work, to the artwork of contemporary, historic, and prehistoric artists.
3. Each student can analyze the formal technical and aesthetic qualities of certain artworks and genres; connect these works and genres with their cultural, historical, and social contexts; and interpret their meaning from various perspectives, including the perspectives contemporary to the work, as well as student's own.

C. Performance Statement: Each student can respond to works of visual art, analyze how their technical and aesthetic merits convey their purpose and meaning, and apply this knowledge to improve student's own work.

Standards:

1. Each student can examine and evaluate the work of art critics, historians, and artists.
2. Each student can engage in personal research which leads to an understanding of certain topics, such as particular theories or styles; explain findings both verbally and graphically; and translate this research into works of visual art.
3. Each student can prepare a portfolio of preparatory studies, design research and experiments, and discuss the critical aspects of this work with an examiner.

**Fine Arts Standards
Drama Standards
Primary Level**

A. Performance Statement: Each student can interpret and communicate experiences through the use of body, face, and voice.

Standards:

1. **Playwright.** Each student, with teacher guidance, can collaboratively select characters, environments, and playable actions that create scenes for small group improvisations. Each student can improvise dialogue and record it using the proper format.
2. **Actor.** Each student can, with teacher guidance, draw upon memory to imagine and describe characters and their environments. Each student can use movement and voice to explore a variety of roles and maintain a character for a specific role in classroom dramatizations drawn from life, fantasy, literature, and history.
3. **Director.** Each student can imagine and describe images using visual aspects (color, shape, mass, texture, light intensity) and aural aspects (rhythm, tempo, tone, dynamics) for a specific purpose. Each student can choose a playing space and select and organize available materials to suggest scenery, properties, lighting, sound, and costumes appropriate to specific classroom dramatizations.
4. Each student can select material about people, events, time, and place appropriate to classroom dramatizations for stories and events.

B. Performance Statement: Each student understands the influence of drama in human life and can use past and present dramatizations of people's lives to explore connections among people and cultures.

Standards

1. Each student can recognize and describe how cultural and historical characteristics, actions, time and place relate to each other in classroom dramatizations and in theater, film, and electronic media productions.
2. Each student can compare the characters and situations from dramatic works to people and situations in real life.
3. Each student can relate basic stories and specific scenes from a selection of exemplary dramatic works—for example, scenes from Shakespeare, or film and television scripts adapted from classic children's literature. Each student can identify the historical period and culture associated with the particular work.

C. Performance Statement: Each student can show perception and analytical abilities as an artist and as part of the audience.

Standards:

1. Each student can analyze the basic dramatic and production elements of classroom performance, and describe their use using theatrical vocabulary.
2. Each student can select examples; describe and demonstrate how productions from theater, film, and electronic media use characters, environment, and action; and show how each example differs.
3. Each student can identify the dramatic elements of stories using appropriate vocabulary. Each student can determine what can be dramatized and what cannot.
4. Each student can participate appropriately as part of an audience for classroom, theater, film and electronic media presentations. Each student can describe the visual, aural, and verbal elements, interpret the meaning and purpose, and offer a personal opinion about their merits.

**Drama Standards
Intermediate Level**

A. Performance Statement: Each student can perform various theatrical functions, including playwright, technician, and actor.

Standards:

1. **Playwright.** Each student can choose characters and environments and actions appropriate to specific story objectives, and can describe ways to start and end a dramatic event. Each student can create dialogue, tell stories through drama, and demonstrate an understanding of script, scenario, and storyboards.
2. **Actor.** Each student can analyze improvisational scenarios and dramatic texts for character description, motivation, and objectives. Each student can prepare biographical profiles for characters and observe people as models, identifying applicable characteristics and behaviors. Each student can apply acting techniques in such areas as concentration, movement, and voice in improvised and scripted scenes. Each student can contribute to the cooperative approach to production.
3. **Director/Technician.** Each student can analyze improvisation scenarios and dramatic texts for physical requirements and visual and aural qualities, and can collaboratively conceptualize appropriate environments for scene work. Each student can understand fundamental vocabulary, attributes, and technical elements of scenery, properties, lighting, sound, costumes, and makeup. Each student can work collaboratively to select and create materials to suggest specific environments to an audience.
4. Each student can identify and describe social, historical, and cultural clues in dramatic texts and use research from a variety of sources to inform the acting in and the design for a production.
5. Each student can describe fundamental connections among text, acting, design, and technical aspects of productions and explain the role of the director in making decisions about these connections for productions.

B. Performance Statement: Each student can understand various cultural and historical contexts for theater.

Standards:

1. Each student can describe how the social and political environment, beliefs, customs, and arts of societies are evident in theater, film and electronic media about and from specific cultures and historical periods. Each student can explain the relationship between drama and its cultural and historical context.
2. Each student can explore major plays representative of various genres, cultures, and historical periods, including ancient cultures. Each student can recognize and describe archetypal characters, plots, and situations.
3. Each student can research the life and work of selected dramatic professionals from various cultures and historical periods.

C. Performance Statement: Each student shows perception and the ability to be critical and analytical about dramatic performances.

Standards:

1. Each student can describe the specific knowledge and skills brought to an individual performance by various collaborators and the audience.
2. Each student can discuss and evaluate his or her role and the role of others in the classroom rehearsals and productions.
3. Each student can describe and compare the creation and presentation of theater, film, and television.
4. Each student can understand the concept of genre and elements of dramatic structure such as exposition, tension or problem, crisis, and conclusion.
5. Each student can describe a theatrical event, using technical vocabulary and concepts, and present a point of view.

**Drama Standards
Upper Level**

A. Performance Statement: Each student can show skill in the various roles of theater including playwright, technician, and actor.

Standards:

1. **Playwright.** Each student can use knowledge of dramatic elements and skills to create improvisations, scenarios, and scripted material for theater, film, and/or electronic media that communicate an intended meaning effectively.
2. **Actors.** Each student can create and sustain convincing characterizations based on effective use of classic and contemporary acting techniques and on analysis of dramatic texts and situations which considers the physical, emotional, and social dimensions of characters.
3. **Director/Technician.** Each student can understand the functions and uses of design and technical elements—such as scenery, properties, lighting, sound, costumes, and makeup. Each student can analyze texts from various perspectives to determine visual and aural qualities which will effectively convey an intended meaning. Each student can combine analytical and technical knowledge and skills in the collaborative development of scenery. Each student can operate technical equipment for classroom work.
4. Each student can locate and describe social, historical, and cultural references and contexts in exemplary dramatic texts. Each student can use this information to inform a range of artistic choices for improvised and scripted scene work.
5. Each student can describe the duties of producers, business managers, and stage managers. Each student can design appropriate promotional, business, and stage management plans for specific productions.

A Journey Down the Nile

Are you ready for an adventure? Imagine you can travel back thousands of years to ancient Egypt. We're going for a sail down the Nile!

There's a boat floating on the river. And look, there's a young man wearing a fancy headdress. He's nodding to you. You're lucky to have him as your host. Although he's young—only a teenager—he is very important. In fact, he's the pharaoh!

His name is Tutankhamen. Let's call him "King Tut" for short. Come on, hurry up—pharaohs aren't used to waiting for anyone.

In a very dignified voice, King Tut says, "Welcome aboard. I am so pleased that you can join us for the crocodile hunt."

"Crocodile hunt?!" you sputter. "But I don't even know how to fish!"

"Do not worry about a thing," King Tut responds. "My servants will spear the creatures for you." You look around and see that there are many people on the boat who are ready to wait on the young pharaoh's every need. They bow very low before him. You wonder what their lives are like: Are they afraid of this young pharaoh? Do they get tired of having to wait on him and do whatever he asks?



A Woman Pharaoh

Were all the pharaohs of Egypt men? Most were, but once there was a woman pharaoh named Hatshepsut. She didn't want to be called "queen." She wanted to be known as "pharaoh." She did the work of a pharaoh, too! She led armies into battle, and she ordered the building of great monuments.



A servant brings King Tut a fruit drink and offers you one, too. You sip your drink and enjoy the sights as the boat floats along the Nile. "Look over there," says King Tut. "Do you see that enormous statue—that huge figure with the body of a lion and the head of a human? That is the Great Sphinx. The Sphinx is like the pharaoh: the pharaoh rules as a man, and he is powerful as a lion.

"And look there," says Tut, "near the Sphinx. Do you see the pyramids?"

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The Great Sphinx. (Its nose was accidentally knocked off about 200 years ago.)

How could you miss them? They're huge! The biggest pyramid covers a space on the ground as big as *thirteen* football fields (of course, they didn't play football way back in Tut's time)! You look at the young pharaoh and ask, "Why did you build the pyramids, King Tut? What are they for?"

Tut laughs and says, "Oh, I did not build them! Those pyramids have been around for a thousand years. They are the sacred tombs of the god-kings before me. They are the burial places of ancestor pharaohs from long ago."

"But King Tut," you ask, "why do you go to all that trouble to bury someone?"

"For us," the young pharaoh explains, "it is not a simple matter of just putting a pharaoh in the ground after he dies. No, what is important to us is the way the pharaoh lives *after* he dies."

Tut can tell that you're puzzled, so he goes on. "You know," he says, "that Egyptian pharaohs are god-kings. After our bodies die, we believe that our spirits keep on living if we make the necessary preparations. First, our bodies must be well preserved, because the body provides a home for the spirit after death. So our priests prepare the bodies of dead pharaohs in a special way. They do many things, such as wash and clean the body with fragrant spices, and rub it with special oils. One of the last things they do is wrap the body in rolls of white cloth, to make a mummy."

"Did you say Mommy?"

"No, *mummy*." Tut goes on: "The mummy is very important. It's a home for the pharaoh's ever-living spirit. If the mummy is damaged, the spirit cannot live. So the

These ancient Egyptian priests are preparing a mummy. As part of their work, they wrapped the body tightly in long strips of linen cloth. Each finger and toe was wrapped separately!

mummy must be kept safe. That is why the pyramids were built. The pyramids are very safe places to protect the pharaoh's mummy."

"Still," you ask, "why do the pyramids have to be so big?"

"Oh, there is much more in the pyramid than just a mummy," Tut answers. "The pyramids are filled with different chambers and passageways. The room where the mummy lies contains everything the pharaoh needs in the afterlife."

"What does he need?" you ask.

"Why," says Tut, "his spirit needs almost everything he needed in his earthly life—food, furniture, jewelry, games, and much more."

Tut leans over and motions for you to come very close. Then he whispers to you, "If you can keep a secret, I'll tell you where I am to be buried."

"You can trust me," you whisper back. "Where?"

"There," he says as he points to the distant hills.

"Is that where you'll have your pyramid built?" you ask.

"No, no," says Tut with a frown. Then he explains that pharaohs don't use pyramids anymore, because too many robbers, who have no respect for



Animal Gods

The ancient Egyptians believed in many gods. They often pictured their gods as having human bodies with the heads of animals, such as lions, rams, or crocodiles!

The god of the sun, called Amon (sometimes Amon Ra), had a ram's head. Here you can see a picture of the god of the sky, Horus, who had the head of a bird called a falcon.



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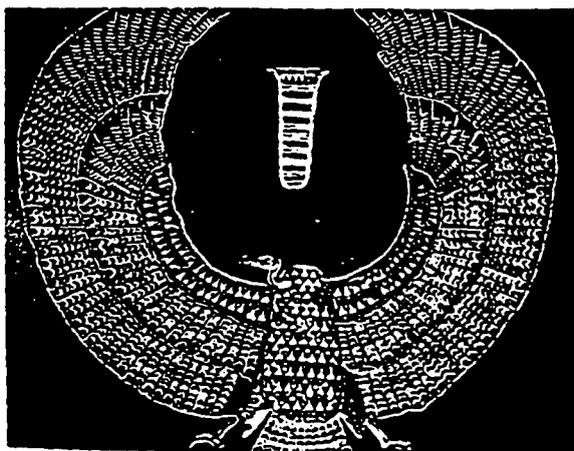
the dead, have broken into the monuments of the great pharaohs and stolen all the treasures. So, when Tut dies, he will be buried in a tomb hidden underground in this place, called the Valley of the Kings.

Thinking about tombs has made Tut very serious. In a friendly but firm voice he tells you, "It is time for you to go now." You're just about to speak up and point out that you haven't caught a crocodile yet, but then you remember: it's not a good idea to talk back to a pharaoh!

The Treasures of King Tut

King Tut was a real pharaoh who lived thousands of years ago. He did a very good job hiding his tomb. It wasn't so very long ago—in 1922—that a hardworking archaeologist, after searching for five years, finally found Tut's tomb in the Valley of the Kings. As he entered the tomb, his eyes opened wide in amazement: it was in almost perfect condition! The tomb was full of decorated chairs, shining jewelry, fancy clothes, and thousands of other objects that had been buried with the pharaoh.

Here you can see some of the treasures buried with Tut, including a beautiful gold mask that shows what he looked like. (To see a color picture of Tut's magnificent mummy case, turn to page 180 in this book.)



A golden collar.



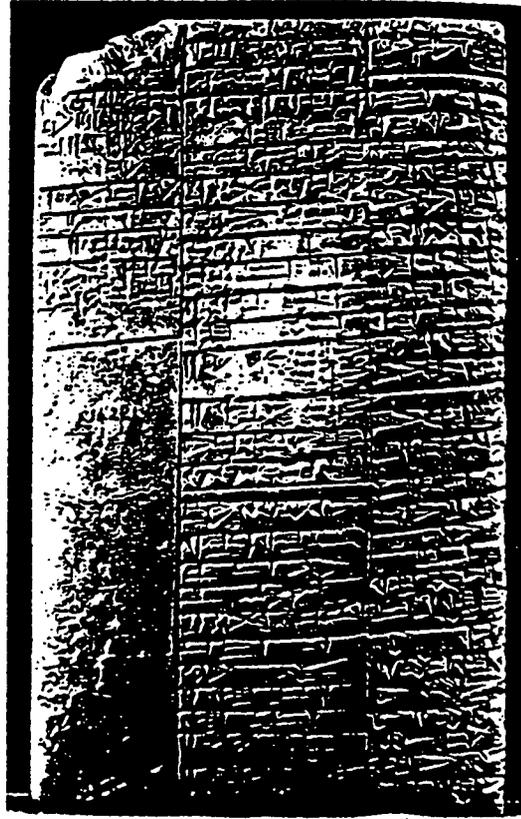
King Tut's golden mask.

Mesopotamia—Another Gift

In Egypt the Nile flooded every year. East of Egypt, on the continent of Asia, *two* other rivers flooded yearly. These neighboring rivers are called the Euphrates [yoo-FRAY-ree:] and the Tigris [TIE-gris]. Like the Nile, when these rivers flooded, they gave the gift of rich soil. That meant people who lived beside or between the rivers could farm, grow plenty of food, and build their homes.

This warm and pleasant region has a long name, Mesopotamia [MESS-uh-puh-TAY-me-uh]. Mesopotamia means "the place between two rivers." (Look at the map on page 114.) What happened between the Tigris and Euphrates rivers? *A lot!*

Mesopotamia is known as "the cradle of civilization" because history was born here. Remember, history is a story: so, when we say history was born in Mesopotamia, we mean that it's the place where people first began to write down the story of human lives. Even *before* the ancient Egyptians started writing with hieroglyphics, the early people of Mesopotamia had begun to write. We call their kind of writing *cuneiform* [KYOO-nee-uh-form]. It's a strange-sounding word, and it means "wedge-shaped," which is exactly what cuneiform was: a thin, triangular, wedge-shaped kind of writing.



This cuneiform writing describes medicines used by a doctor long ago.

A Great Mesopotamian Story

Not so long ago, archaeologists were digging in this cradle of civilization. They found twelve clay tablets covered with cuneiform. The tablets were over five thousand years old! They told an exciting story—perhaps the world's oldest story. We do not know what the people of Mesopotamia called it, but we call it the *Epic of Gilgamesh* [GILL-guh-mesh].

An epic is a long story filled with the adventures of heroes. The *Epic of Gilgamesh* tells the story of a mighty king named Gilgamesh, who rules harshly over his people.

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Science



INTRODUCTION

Children gain knowledge about the world around them in part from observation and experience. To understand animals and their habitats, or human body systems, or electricity, a child needs firsthand experience with many opportunities to observe and experiment. In the words of *Benchmarks for Science Literacy* (a 1993 report from the American Association for the Advancement of Science): "From their very first day in school, students should be actively engaged in learning to view the world scientifically. That means encouraging them to ask questions about nature and to seek answers, collect things, count and measure things, make qualitative observations, organize collections and observations, discuss findings, etc."

While experience counts for much, book learning is also important, for it helps bring coherence and order to a child's scientific knowledge. Only when topics are presented systematically and clearly can children make steady and secure progress in their scientific learning. The child's development of scientific knowledge and understanding is in some ways a very disorderly and complex process, different for each child. But a systematic approach to the exploration of science, one that combines experience with book learning, can help provide essential building blocks for deeper understanding at a later time. It can also provide the kind of knowledge that one is not likely to gain from observation: consider, for example, how people long believed that the earth stood still while the sun orbited around it, a misconception that "direct experience" presented as fact.

In this section, we introduce first graders to a variety of topics consistent with the early study of science in countries that have had outstanding results in teaching science at the elementary level. The text is meant to be read aloud to your child, and it offers questions for you and your child to discuss, as well as activities for you to do together.

Suggested Resources

Living Things and Their Habitats

Desert; Forest; Mountain; and Ocean, four books by Ron Hirschi (Bantam, 1992, 1991, 1992, and 1991)

A Walk in the Desert by Caroline Arnold (Simon and Schuster Education Group/Silver Press, 1990)

Who Eats What? Food Chains and Food Webs by Patricia Lauber (HarperCollins, 1995)

Dinosaurs

Dinosaur Time by Peggy Parish (HarperCollins, 1974)

My Visit to the Dinosaurs (1985) and *Digging Up Dinosaurs* (1988) by Alike (HarperCollins)

Oceans and Undersea Life

Amazing Fish by Mary Ling (Knopf, 1991)

The Magic School Bus on the Ocean Floor by Joanna Cole (Scholastic, 1992)

The Human Body

Germs Make Me Sick! by Melvin Berger (HarperCollins, 1985)

What's Inside? My Body (Dorling Kindersley, 1991)

Your Insides by Joanna Cole (Putnam and Grosset, 1992)

Matter

Air Is All Around You by Franklyn M. Branley (HarperCollins, 1986)

It Could Still Be Water by Allan Fowler (Childrens Press, 1992)

What Happened? by Rozanne Lanczak Williams (Creative Teaching Press, 1994)

Introduction to Electricity

All About Electricity by Melvin Berger (Scholastic, 1995)

Experiment with Magnets and Electricity by Margaret Whalley (Lerner, 1994)

Astronomy

The Moon Seems to Change by Franklyn M. Branley (HarperCollins, 1987)

My Picture Book of the Planets by Nancy E. Krulik (Scholastic, 1991)

The Sun Is Always Shining Somewhere by Allan Fowler (Childrens Press, 1991)

Inside the Earth

Earth by Dennis B. Fradin (Childrens Press, 1989)

The Magic School Bus Inside the Earth by Joanna Cole (Scholastic, 1987)

Rocks and Minerals by Illa Podendorf (Childrens Press, 1982)

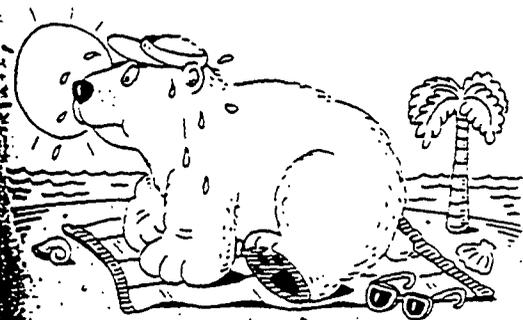
Volcanoes by Franklyn M. Branley (HarperCollins, 1985)

Living Things and Their Habitats

Do you recognize this big furry fellow? He's a polar bear. He lives near the North Pole. What's the weather like there? Brrr! Yes, it's cold, cold, cold. Look at what's all around the polar bear: ice, and lots of it.

The polar bear lives where it's cold and icy all the time, but he doesn't seem to mind at all. Look at him again. See his thick, furry coat? With all that thick fur, he stays pretty cozy, even at the North Pole.

Now, imagine that the polar bear decides to go on a vacation. (Of course, you and I know that bears don't take vacations, but let's pretend.) He goes on a trip to Hawaii. How do you think he would like it? What would our big furry friend think of the sunny, sandy beaches of Hawaii?



Well, if you've ever been to the beach, you might like it, but you can take off your clothes and wear nothing but a bathing suit. The polar bear can't take off his fur!

Poor polar bear! He wouldn't enjoy a trip to warm, sunny Hawaii. It's a lovely place, but not for him. It's not his *habitat*.

What's a habitat? For an animal, a

habitat is the place where the animal lives, eats, sleeps, makes its home, has babies, and gets along (mostly) with other animals. But it's not just any kind of place. An animal's habitat is a special place suited to the animal because the animal is suited to it.

The big furry polar bear isn't suited to the warm beach, but he gets along fine at the

icy North Pole. A fish that swims in the ocean couldn't possibly survive in the mountains, could it? Would a worm that crawls through the moist, rich soil of the forest be happy living in the hot, sandy desert?

Different animals live in different habitats. The way an animal lives has a lot to do with its habitat. Let's explore a few habitats and get to know some animals living in them.

The Forest Habitat

Imagine you're taking a walk through a beautiful forest. Oak and maple trees stand tall around you. Their highest branches reach upward and form a leafy canopy, which makes it cool and shady for you as you walk along below.



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What's that tap-tap-tapping sound? It's a bird called a woodpecker. Woodpeckers peck into the trunks of old trees, looking for insects to eat. The woodpecker lives in this forest habitat.

A squirrel scampers up a tree. The squirrel also lives in this forest habitat. Squirrels build nests in the tree branches and gather acorns from the oak trees in the fall.

Pew! What could that awful smell be? It's a skunk! You must have scared it. A skunk sends out a stinky spray to defend itself against larger animals that threaten to eat it (not that you would ever eat a skunk!). Skunks burrow into holes in the ground or into rotten tree trunks. They eat berries and insects and eggs they steal from the nests of birds that also live in the forest habitat.

Ooh, what's that sticky stuff on your face? You've walked into the threads of a spider

What You're Called and What You Eat

Here's a fact you know is true every time your tummy growls: animals need to eat. Some animals eat plants. Some animals eat other animals. And some animals eat both. Scientists use special names for animals, depending on whether they eat plants, meat, or both. Let's learn these special names: they're big words, so get ready!

Do you eat both plants and meat? Then you're an **omnivore** [AHM-nuh-vore]. An omnivore is an animal that eats both plants and animals. Bears are omnivores. They eat berries, and they eat small animals like fish. They also use their sharp claws to rip open logs and eat the insects they find there.



Animals that eat only plants are called **herbivores** [HUR-buh-vores]. Some human beings choose to eat only plants and no meat. Many animals, including mice, cows, and horses, eat only plants. Even huge elephants eat only leaves, fruits, nuts, and grasses.

Some animals would rather eat meat most of all. Can you think of any? Dogs and cats, lions and tigers, sharks and snakes eat meat. They are called **carnivores** [CAR-nuh-vores]. A carnivore eats animal flesh, or meat.

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web, strung across your path. Spiders weave their webs where insects fly, hoping to trap some bugs for dinner. Yummy!

Down on the forest floor, the leaves fall and pile up. Snails and other animals eat the leaves. Along comes a raccoon, which eats the snails (and many other things—raccoons aren't very picky eaters!).

Woodpecker, squirrel, skunk, spider, snail, raccoon—all these animals and many, many more live in the forest habitat. For their homes and food, they depend upon the plants and other animals that live in the forest with them.

The Underground Habitat

Imagine that you brought a shovel with you on your walk through the forest. Take it out and dig down under the twigs, leaves, and mushrooms on the forest floor. What can you see?

A slimy brown earthworm slithers deeper underground. A little white grub curls up in the soil. Soon it will grow into an insect and creep among the forest ferns and mosses.

The worm and the grub live together in the forest's underground habitat. Even some furry animals, like moles, live underground with them. Moles have long, slender paws just right for digging. They burrow underground, and they look for things to eat: things like roots, ants, and—sorry, little worm—worms. Actually, moles don't really "look" for



things to eat, since they can't see very well. Instead, moles find their way around underground with a keen sense of smell.

So, moles have paws for digging, and even though they have weak eyes, they have a strong sense of smell. Do you see how the mole is suited to its underground habitat?

What is this mole eating?

The Desert Habitat

Let's look at the desert, which is a very different habitat from the forest. Can you think of some differences between the forest and the desert?

The forest is often cool. The desert is often hot.

The forest is moist. The desert is dry.

The forest is dark and shady. The desert is bright and sunny.

Sometimes it snows and rains in the forest, but it rarely does in the desert.

Compared to the forest, the desert is a very different habitat for plants and animals. So, do you think you'll find the same kind of animals and plants in the desert that you found in the forest?



This lizard lives in a desert in Arizona.



A big cactus.

Lizards live in the hot desert. Their bodies do well in the heat. They like to lie on warm rocks and bask in the blazing sunshine. Lizards match the desert habitat.

Cactus plants grow in the desert. They can grow for a long time without any rain at all. They like heat and a lot of sunshine. Cactus plants do well in the desert habitat.

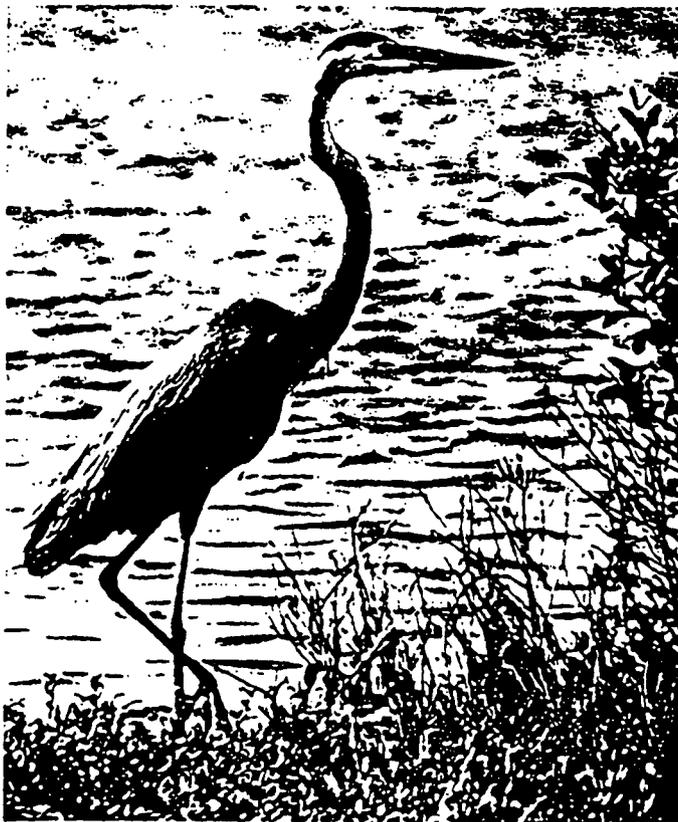
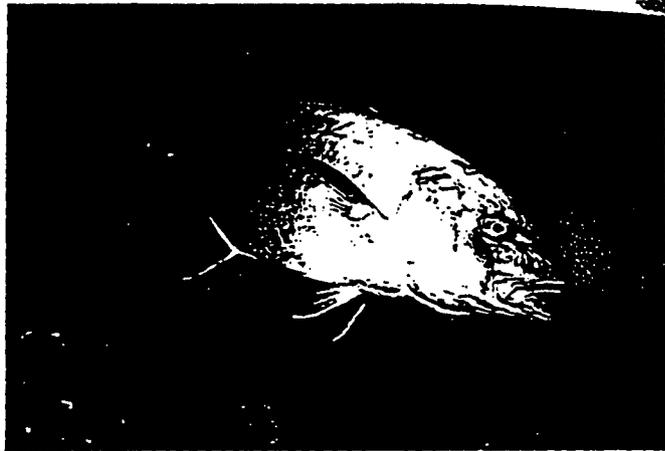
But not many animals or plants live in the desert. In fact, the desert is almost deserted—which is how it got its name.

Water Habitats

Can you name some animals that live in water?

Fish live in water, such as ponds, lakes, and streams. They eat smaller fish, plants, and insects.

Think of the ways that a fish is suited to its water habitat. Fish don't have feet, because they don't walk. They live in a water habitat, and so they swim. You can't breathe underwater, but fish can because they have gills. But a fish out of water is in trouble! A fish can't survive outside its water habitat.



The Great Blue Heron's long neck helps it reach fish under water.

Have you ever heard the saying "like a fish out of water"? Since fish can't breathe out of water, people use this saying to mean that someone is very uncomfortable in a new or unusual situation.

For example, a shy child who is asked to sing a song in front of the whole school might think, "I don't want to sing in front of all those people. I've never been onstage before. I'd feel like a fish out of water."

Many other animals do best in a water habitat, too. Some live all their lives underwater, like oysters and starfish. Some live part of their lives underwater and part on land, like frogs and salamanders. Some

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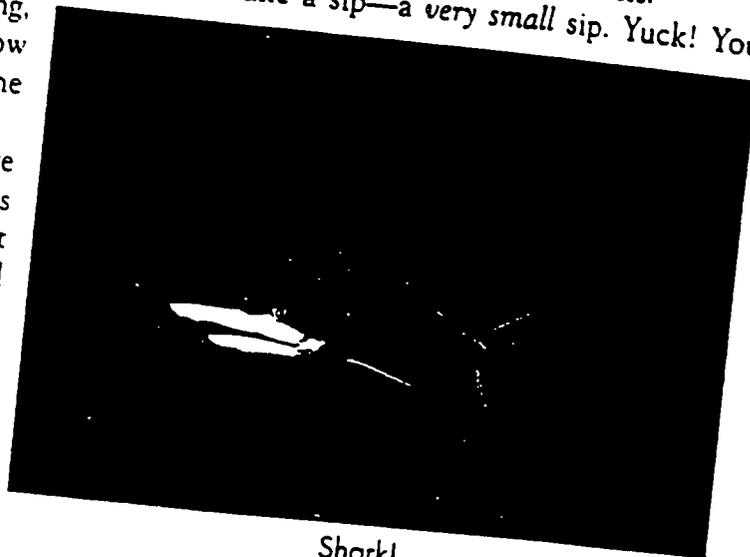
live on the land near the water, like herons and hermit crabs. All of these animals depend upon the water, the plants, and the other animals nearby.

Not all water habitats are the same. Ponds, lakes, and rivers are different from oceans. Do you know why? If you've ever played in the waves at the ocean, you know how that water tastes: very salty. Oceans contain salt water. But most ponds, lakes, and rivers contain fresh water. What's the difference?

Here's an experiment to answer that question. Fill a glass with drinking water. Take a sip. It tastes refreshing. That's the kind of water found in most lakes and rivers. Now stir in two teaspoons full of salt. Take a sip—a *very small sip*. Yuck! You wouldn't call that refreshing, would you? That glass now contains salt water, like the water in the ocean.

You may not like the taste of salt water, but many plants and animals depend upon it to live. Clams, oysters, and jellyfish live in the salty ocean, along with plants such as seaweed. Whales, dolphins, sharks—all the animals that live in an ocean habitat—need salt water. If you put them into water without salt, they wouldn't survive.

And if you put a freshwater fish in salt water, it wouldn't survive. Each water animal and plant needs to be in the kind of water habitat to which it's suited.

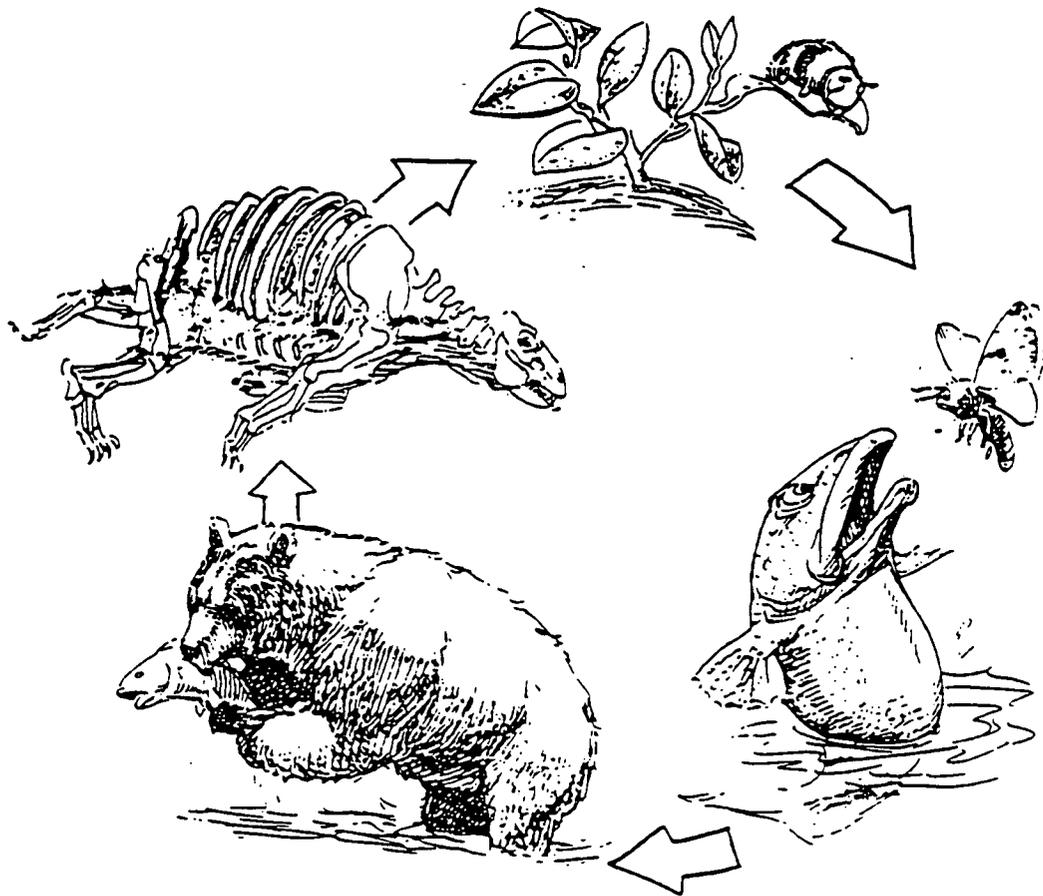


Shark!

The Food Chain

As you've learned about different habitats, you've heard a lot about animals and what they eat. Has it made you hungry? You've got to eat to live. Not just you, but every living thing needs food to survive. Plants make their own food out of sunshine, water, and nutrients from the soil in which they grow. But animals can't do that. Animals eat other living things, including plants and other animals. Big animals may eat little ones. And when the big animal dies, it may be eaten by little animals. All this eating is called the *food chain*. Let's see how it works.

Imagine a green plant growing by the side of a river. A caterpillar comes along and eats on the leaves. Later the caterpillar grows into a flying insect. The insect flies over the river, when suddenly, swoosh, a fish leaps out of the water and swallows it.



A food chain.

The fish splashes back into the water, feeling full and happy—but not for long. A big bear reaches into the river and grabs the fish in his paw. The bear has caught a tasty supper.

Later that year the bear dies, and through the winter its body rots away. The rotting body turns to nutrients that soak into the soil by the side of the river. When spring comes, the nutrients help green plants grow. One of those green plants grows by the side of the river. A caterpillar comes along and chews on the leaves and . . .

Do you see? It's a cycle, starting over, and going round and round again. It's a cycle of one creature feeding upon another, a cycle of life and death and life again.

People call this cycle the food chain because it seems to link together the plants and animals in nature. Animals eat plants, and these animals are sometimes eaten by other animals. Plants and animals die and rot, which returns nutrients to the soil, which helps more plants grow. It's all a part of the food chain that keeps nature alive, and it all starts with plants growing from sunshine, air, water, and nutrients.

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REVISED EDITION

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WHAT YOUR SECOND GRADER

needs to know



FUNDAMENTALS OF A
GOOD SECOND-GRADE EDUCATION

EDITED BY E. D. HIRSCH, JR.

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History and Geography



INTRODUCTION

For many years American elementary schools, especially in kindergarten through third grade, have taught "Social Studies" rather than history. Social Studies have typically been made up of lessons about the family, neighborhood, and community. This focus on the personal and the local can be of value, but it is only a beginning.

As anyone knows who has witnessed children's fascination with dinosaurs, knights in armor, or pioneers on the prairie, young children are interested not just in themselves and their immediate surroundings but also in other people, places, and times. In second grade, we can take advantage of children's natural curiosity and broaden their horizons by introducing them to knowledge of other times and places. An early introduction to history and geography can foster an understanding of that broad world beyond the child's locality, and make him or her aware of varied people and ways of life. Such historical study can also begin to develop our children's sense of our nation's past and its significance.

For parents and schools following the *Core Knowledge Sequence*, we can also build on the knowledge children have gained in kindergarten and first grade—knowledge about the world and how it is represented on maps and globes, knowledge of ancient Egypt, the American Revolution, and much more. (See *What Your Kindergartner Needs to Know* and the revised edition of *What Your First Grader Needs to Know*.)

In the following pages, we introduce—let us emphasize *introduce*—a variety of people and events, most of which will be treated more fully in the Core Knowledge books for the later grades. The idea in second grade is to plant seeds of knowledge that can grow later. The purpose is not for the child to achieve deep historical knowledge but rather to become familiar with people, terms, and ideas in such a way that, in later years, when the child hears them mentioned or reads about them, she enjoys the satisfying sense that "I know something about that."

Learning history is not simply a matter of being able to recall names and dates, though the value of getting a firm mental grip on a few names and dates—such as 1607 and 1776—should not be discounted. While second graders have not developed a sophisticated sense of chronology, the development of a chronological sense is aided by having at least a few dates fixed in mind and associated with specific events, so that as children grow, they can begin to place these dates and events into a more fully developed sense of what happened when.

While it's good to help children grasp a few important facts, for young children the history teaching emphasizes the "story" in history. In some cases, it is hard—but entirely necessary—to separate history from legend, such as, for example, the story of how a young Alexander the Great tamed the wild horse Bucephalus. While we made every effort to respect historical accuracy, we have also tried to put the stories, when possible, into the form of a good story. We encourage parents and teachers beyond these pages to help children learn about history through art projects, music, and discussions.

A Note on the History of World Religions: In the World History and Geography section, we introduce children not only to ancient civilizations but also to topics in the history of world religions. As the many people who contributed to the development of the *Core Knowledge Sequence* agreed (see pages xix–xxi), religion is a shaping force in the history of civilization, and thus should be part of what our children know about. The pages on religion have benefitted from the critiques of religious scholars and representatives of various faiths, whom we wish to thank for their advice and suggestions. In introducing children to the history of world religions, we focus on major symbols, figures, and stories. Our goal is to be descriptive, not prescriptive, and to maintain a sense of respect and balance.

A Note on Geography: We encourage teachers and parents to place special emphasis on the geographical topics in the following pages. The elementary years are the best years to gain a lasting familiarity with the main features of world geography, such as the continents, the larger countries, the major rivers and mountains, and the major cities of the world. These spatial forms and relationships, when connected with interesting stories, are not likely to be forgotten. Such knowledge may be reinforced by regular work with maps, which should include a lot of active drawing, coloring, and identification of place names. Drawing maps, as well as associating shapes with names of places, can be fun. Not only fun, but also important parts of what children need to know if they are to have the geographical knowledge they will need to understand the modern world.

Suggested Resources

World History and Geography

India, Hinduism, and Buddhism

Buddha by Susan Roth (Delacorte, 1994)

The Cat Who Went to Heaven by Elizabeth Jane Coatsworth (Macmillan, 1958)

Living in India by Anne Singh (Young Discovery Library, 1988)

Sacred River by Ted Lewin (Clarion Books, 1995)

Ancient China

The Great Wall of China by Leonard Everett Fisher (Macmillan, 1986)

Growing Up in Ancient China by Ken Teague (Troll, 1994)

Japan

How My Parents Learned to Eat by Ina R. Friedman (Houghton Mifflin, 1984)

Japan by Karen Jacobsen (Childrens Press, 1982)

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Ancient Greece

A Coloring Book of Ancient Greece (Bellerophon Books, 1994)

D'Aulaire's Book of Greek Myths by Ingri and Edgar Parin d'Aulaire (Doubleday, 1962)

Growing Up in Ancient Greece by Chris Chelepi (Troll, 1993)

American History and Geography**Introduction to the Constitution**

The Constitution by Warren Colman (Childrens Press, 1987)

The War of 1812

By the Dawn's Early Light: The Story of the Star-Spangled Banner by Steven Kroll (Scholastic, 1993)

Westward Expansion

The Amazing Impossible Erie Canal by Cheryl Harness (Macmillan, 1995)

The Cherokee by Emilie Uttag Lepthien (Childrens Press, rev. ed. 1992)

The Girl Who Loved Wild Horses by Paul Goble (Bradbury / Aladdin, 1978)

Wagon Wheels by Barbara Brenner (HarperCollins, 1993)

Introduction to the Civil War

Journey to Freedom by Courtni Wright (Holiday House, 1997)

Just a Few Words, Mr. Lincoln: The Story of the Gettysburg Address by Jean Fritz (Grosset & Dunlap, 1993)

Thunder at Gettysburg by Patricia Lee-Gauch (Dell Yearling, 1975)

Immigration

Coming to America: The Story of Immigration by Betsy Maestro (Scholastic, 1996)

Civil Rights

Marin Luther King, Jr. by Carol Greene (Childrens Press, 1989)

Picture Book of Rosa Parks by David A. Adler (Holiday House, 1993)

The Story of Ruby Bridges by Robert Coles (Scholastic, 1993)

Geography of the Americas

The Great Kapok Tree by Lynne Cherry (Harcourt Brace, 1990)

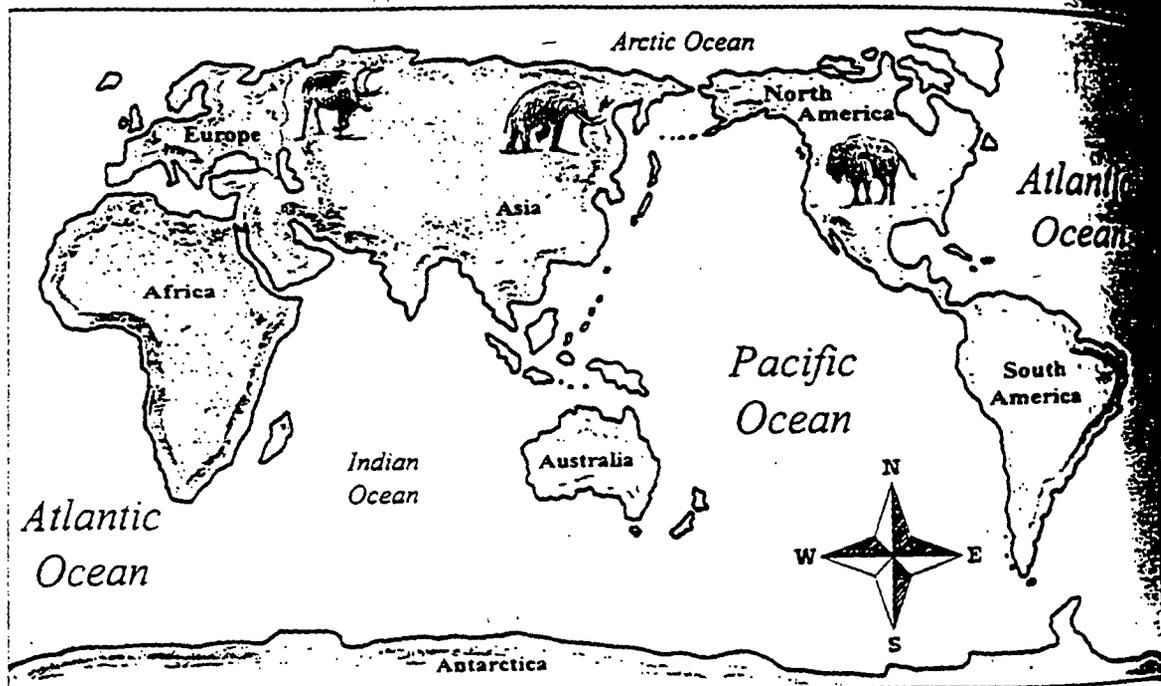
North America and South America by D. V. Georges (Childrens Press, 1986)

For more good resources, see *Books to Build On: A Grade-by-Grade Resource Guide for Parents and Teachers* edited by John Holdren and E. D. Hirsch, Jr. (Dell, 1996).

World History and Geography

A Quick Geography Review

Can you name the seven continents? * Trace the map below. Then locate each continent and write its name on the map.



*They are, from biggest to smallest, Asia, Africa, North America, South America, Antarctica, Europe, Australia.

Check your library for two books by Jack Knowlton and Harriet Barton: *Maps and Globes* (HarperCollins, 1985) and *Geography from A to Z: A Picture Glossary* (HarperCollins, 1988).

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The next time you have a globe available try this:

- Locate and name the seven continents.
- Find these important oceans: the Atlantic, the Pacific, the Indian, and the Arctic oceans.
- Locate the North Pole and the South Pole.
- Locate the imaginary line called the equator. The equator divides the globe into two equal parts. We call the part of the globe above the equator the Northern Hemisphere. The part of the globe below the equator is the Southern Hemisphere. ("Hemi" means half, so a hemisphere is half a sphere.) Is Australia in the Northern or Southern Hemisphere? Which hemisphere is Europe in—Northern or Southern?

Settle Down!

Let's think back to some of the history you learned in first grade.

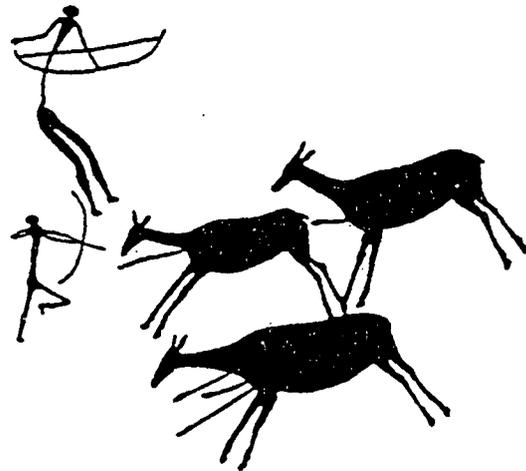
Let's start by going *way, way* back to the times that are called "prehistoric." Do you remember learning that long, long ago, before there were any towns or cities, people lived by moving around to find food? They looked for plants they could eat, and they followed herds of animals they could hunt.

But then a big change happened: people learned to grow large amounts of food. And when they could grow enough food to eat, they didn't have to keep moving around. So the people settled down. As more and more people settled in one place, cities began.

The first cities were built along the banks of some famous flooding rivers. Do you remember the important river in Africa that's the world's longest river? (It's the Nile River.) And do you remember the two big rivers in the part of Asia with that really long name, Mesopotamia? They are the Tigris and Euphrates rivers.) In these places the water and rich soil helped people grow large amounts of food, so they could stay in one place and build the first cities.

The first cities were the beginning of civilization. What does "civilization" mean? To answer that, let's look at what happened in the first cities.

In the first cities, people started to do many different kinds of jobs besides the old work of getting food, taking



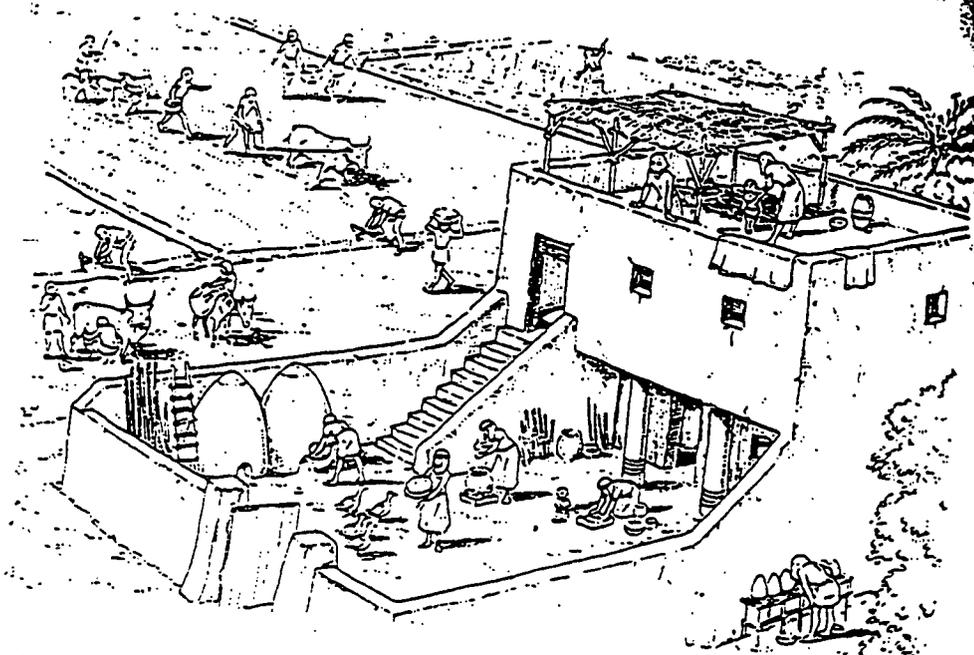
Atlantic
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America

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Here is part of an ancient city. What jobs mentioned in this book are the people doing?

care of children, and fighting in wars. In a city, you need places to live. So, some people took on the job of building houses. They didn't have time to grow food. But other people grew food, and they began to sell their food to the people who didn't have time to grow it themselves.



This worker is using a stone to pound a metal bowl into shape.

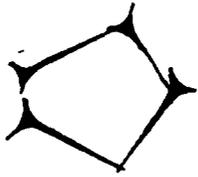
As the cities grew, different people did more and more different jobs. Some made clothes, or cooked, or cleaned. Some sold things, such as cloth, tools, or jewelry. Others became artists, musicians, teachers, or scholars.

When large numbers of people live together, they need rules to get along. They need laws. Long ago, who made the laws? Usually the laws were made by a powerful ruler, like a pharaoh or king. Sometimes these rulers made fair laws. But sometimes they made unfair laws that took away the people's freedom and made their lives very hard.

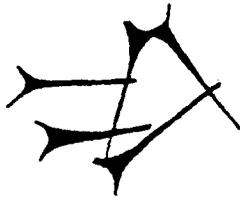
Do you remember the strong ruler named Hammurabi? In a great city called Babylon, Hammurabi made many laws. One reason we

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know about these laws is that they were written down—in fact, they were carved in stone. Writing is one of the most important developments in human history. Writing allows us to save and pass on knowledge. Do you remember what we call the writing of the ancient Egyptians? (It's called "hieroglyphics.")



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This writing from ancient Mesopotamia is called cuneiform, which means "wedge-shaped."

So, civilization means many things, including

- learning how to farm
- living in one place
- building cities
- different people doing different jobs
- making laws
- and, in some places, learning to write.

CIVILIZATIONS IN ASIA

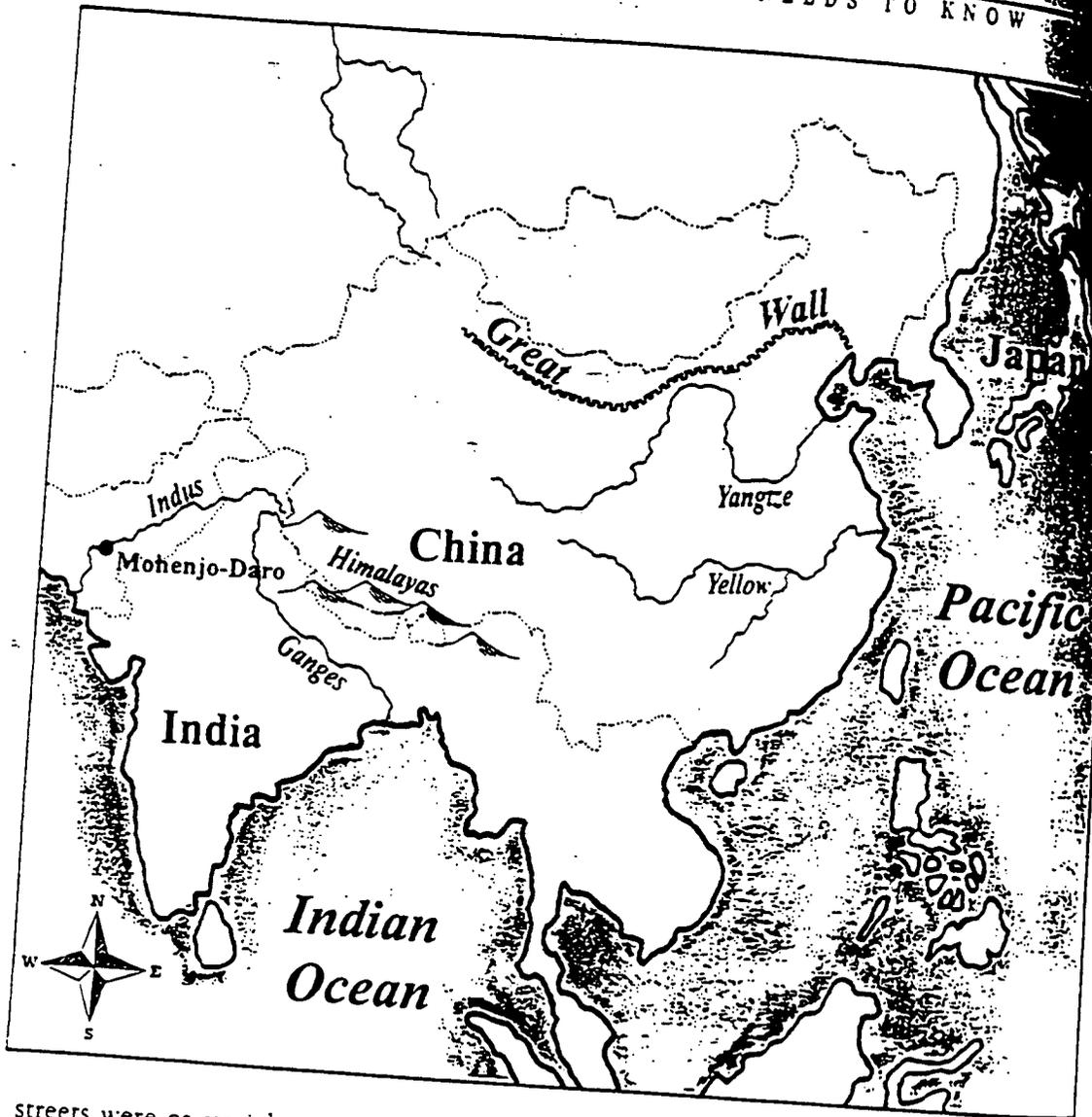
Long Ago in Asia: Civilization in the Indus Valley

In the first-grade book in this series, you learned about King Tut and the civilization of ancient Egypt. Thousands of years ago, while the pharaohs in Egypt built pyramids along the banks of the Nile, another civilization was growing in another part of the world. Let's go there now.

Look at the map on page 98 and find India. Can you find the Indus River? The Indus River, like the Nile in Africa, overflowed its banks every year. These yearly floods made the land around the river very fertile ("fertile" land is land that's good for growing many big, healthy plants). So, like the people in ancient Egypt and Mesopotamia, the people in the Indus Valley could grow lots of food because of the flooding river, fertile soil, and warm weather.

After they learned how to farm, what do you think the people in the Indus Valley did next? If you said, "Settle down and build cities," you're right.

Not long ago, archaeologists discovered the ancient cities of the Indus Valley. (Do you remember what archaeologists do?) The archaeologists were amazed to see how the cities, like Mohenjo-Daro, were laid out in a very neat and organized way. The



streets were as straight as a ruler. The houses were like boxes with flat roofs made of sun-baked brick. If you had lived back then, you might have taken a woven mat up to the roof and spread it out for a nap in the warm breeze and sunshine.

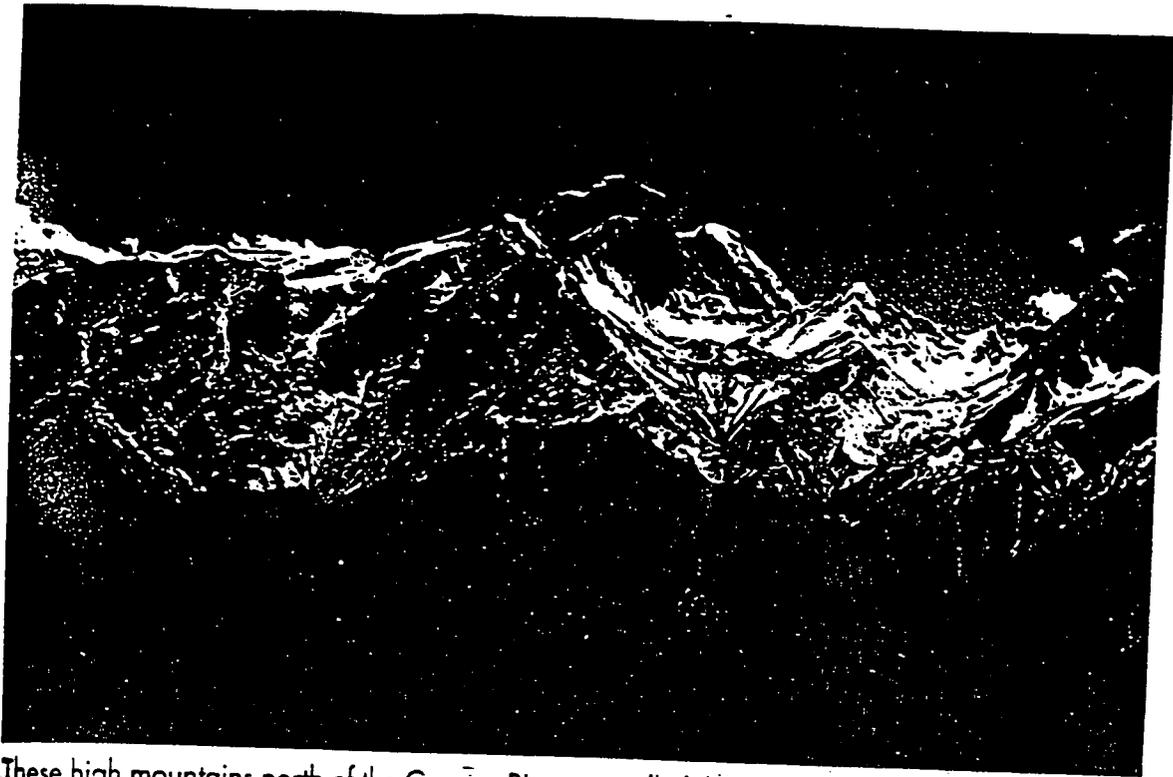
Civilization Along the Ganges

Historians—the people who study history—know that long, long ago, the people of ancient India began to leave their cities along the Indus River. But why did they leave? Was there some great disaster, such as a terrible flood or earthquakes? That is something we just don't know.

But we do know that after the people left the cities along the Indus River, a new civ-

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These high mountains north of the Ganges River are called the Himalayas [him-uh-LAY-uz].

A civilization developed in another part of India. This civilization grew along the banks of yet another flooding river, called the Ganges [GAN-jeez]. Can you find the Ganges River on the map on page 98?

The Ganges is the longest river in India. In ancient India, many people made their home near the Ganges. But then new people came to this region, and they did not come as friends. These new people, who came from the northwest, were called Aryans (AIR-ee-uns). The Aryans had large and powerful armies. They conquered and ruled over the Indian people living along the Ganges. They changed the way the Indian people lived. Let's look at some of the biggest changes, starting with their religion.

Hinduism

The Aryans changed the religion of the Indian people. Over many years, the gods of the Aryans combined with the gods worshipped by the Indian people. This was the beginning of Hinduism.

Hinduism is the oldest religion still practiced in the world today. Before we learn about Hinduism, think back to the religions you've already learned about (in the trade book in this series). Do you remember learning that Judaism, Christianity,



This is a statue of the Hindu god called Shiva.

and Islam all teach about
God?

Well, Hinduism is different. It may seem a little confusing at first. That's because most Hindus believe in one God *and* in many gods. For Hindus, the one God is called Brahman. Hindus believe Brahman is a spirit in everything in the universe—in people, animals, trees, water, the ground, the stars, *everything*.

So, Brahman is the one God of Hinduism. But in Hinduism there are also thousands and thousands of different gods. For Hindus, these thousands of gods are like different faces or names of Brahman.

Among the many thousands of gods in Hinduism, there are three main gods. Most Hindus believe that these three main gods are sort of in charge of all the others. They are called Brahma, Vishnu [VISH-noo], and Shiva [SHE-vah].

Hindus believe Brahma is the creator god, the god who made everything. Vishnu is the god who preserves and defends life. Shiva is the god of destruction and new life. In pictures, Shiva is often shown dancing in a ring of fire. Why fire? Because fire can destroy, but it can also help make new things.

Besides having many gods, Hinduism is different from Judaism, Christianity, and Islam in other ways. Hinduism has no single leader or teacher. You remember that be-

Some animals are sacred to Hindus. For Hindus, the cow is the most sacred animal. Hindus are strictly forbidden to kill a cow or eat its meat. Many Hindus are vegetarians—they do not eat any meat.

For Hindus, the Ganges is a holy river. Many Hindus try to make a trip to the Ganges and wash themselves in the water.

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lievers in Christianity follow the teachings of Jesus. And Muslims follow Muhammad. But Hinduism has no one leader or teacher that every Hindu is expected to follow.

A Story from the Holy Books of Hinduism

You've learned about religions that have a book of sacred writings. For Jews, the holy book is the Hebrew Bible, the first part of which is called the Torah. The holy book of Christians is the Bible. And the holy book of Muslims is the Qu'ran. Hinduism does not have one holy book—instead, it has several sacred books.

One of the oldest sacred books of Hinduism is the Rig Veda [RIG VAY-da]. It is filled with beautiful poems, and it tells Hindus how to celebrate weddings, funerals, and holy days. If you lived in India today, you could still hear many people saying hymns from the Rig Veda at important times in their lives.

Another important holy book for Hindus is the Ramayana [RAHM-ah-YAHN-ah]. It is full of stories of great deeds and adventures. Many stories in the Ramayana tell about the hero, Prince Rama [RAHM-ah]. In some of these stories, the Hindu god Vishnu takes the form of the human hero, Rama. Here is a story about Rama and Sita [SEE-rah]. It shows the importance of being courageous, and reminds people that evil can be very tricky, but good can win in the end.

Rama and Sita: A Tale from the Ramayana

Once long ago in India, in the kingdom of Ayodha [ah-YOD-ha], there lived a king called Dasaratha [DAHS-ah-RAH-tha]. He was growing old and tired, and he decided that it was time to pass on the kingdom to his favorite son, Prince Rama. But King Dasaratha's wife, who was Rama's stepmother, wanted her own son, Prince Bharat [bah-RAHT], to be king. She knew that Dasaratha loved her so much that he would give her anything she desired. So she went to him and asked him to send Rama to the forest of Dandak for fourteen years and make Bharat king. Dasaratha was both angry and upset, but he did exactly as she asked.

The next day, Rama left his father's palace with his wife, Sita, and his brother, Lakshman, and went into the dark forest of Dandak. On their journey they met an old priest who warned them that demons hid within the shadows of the trees. He gave Rama a quiver of magic arrows to protect himself from the evil in the forest.

After many days traveling, Rama, Sita, and Lakshman came to a place where the old priest had told them they would be safe. They built themselves a house from hardened wood and bamboo. And so they lived happily for many years.

One day a little fawn came running out of the forest. It was the most beautiful Sita had ever seen and she begged Rama to catch it for her. Leaving Lakshman to guard his wife, Rama chased the little fawn deeper and deeper into the forest. It led him down winding paths, through tangles of branches, into darkened thickets, until he



heart of the forest. Ravana had sent the little deer to draw Rama away and then tricked Lakshman with false cries for help. Now, with a wave of his hand, Ravana summoned his magic chariot and he swept Sita up and away into the sky, over the forest and across the plains and mountains beyond, until at last they crossed the sea and landed on the demon island of Lanka.

Rama and Lakshman finally found their way home. They realized that they had been tricked and that Sita had been taken away by demons. Picking up his quiver of magic arrows and his bow, Rama set out with Lakshman in search of his wife. They traveled for many miles through the forests and across the plains and mountains, but they found no sign of her.

Then one day, as they were crossing a wooded mountain pass, an enormous ape jumped down from a rock onto the path in front of them. "I am Hanuman," he said, "the captain of the Vanar tribe of monkeys." He told them how he had seen Ravana's chariot flying through the sky with Sita aboard, and he promised Rama that he and his army would help in the search for Sita. He clapped his paws together and suddenly, down from the rocks, came hundreds and hundreds of monkeys.

Rama and his new army traveled on across the mountains until they reached the seashore, where the angry waves grew higher and higher, beating wildly against the rocks. Rama could not see how he would ever reach the demon island of Lanka. Then Hanuman said, "We must build a bridge to the island from trees and rocks and anything else we can find."

was completely lost. No matter how fast he ran, he could never quite catch it.

Suddenly Sita thought she heard Rama's voice crying from the forest: "Help me, Lakshman, help me!"

Lakshman ran off into the forest to try to find his brother. No sooner was he out of sight than an ugly little old man appeared as if from nowhere. As Sita watched, the little old man grew, his face changed, and there stood Ravana [ra-VAH-na], the king of the demons!

Sita screamed but there was no one to hear her. Rama and Lakshman were now both lost in the

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All the monkeys set to work. They broke off boulders from the cliffs and hurled them into the sea. When the bridge was finally finished, Rama led his army across the sea.

With a roar, Ravana and his hordes of demons came to meet them. Rama took a magic arrow from his quiver and let it fly. The arrow struck Ravana and the demon sank to the ground. A great cheer went up—Ravana was dead and Rama had won.

Rama and Sita were together again at last, and the streets of Lanka were filled with the sounds of laughter and singing as the celebrations began.

Fourteen years had passed since Rama had left his father's palace and now it was time for him to return to Ayodha. In a magic chariot drawn by swans, Rama and Sita flew up into the clouds to begin their last journey home.



In the late fall in India, many Hindus celebrate Rama's victory over Ravana, and the homecoming of Rama and Sita, in a festival called Diwali [dih-VAH-lee]. As part of the festival, the people light many lamps and candles, and sometimes they put on plays telling the story of Rama and Sita.

Buddha: The Enlightened One

You've just learned about one great religion that began in India—Hinduism. Now learn about another, called Buddhism [BOO-dhiz-um].

Buddhism began in India. Today Buddhism is the religion of millions of people, but not all of them are in India. Today many of these people live in Southeast Asia, China, and Japan. But Buddhism began in India, and it grew out of Hinduism. It began a long time ago, with a young prince named Siddhartha Gautama [sid-DART-tuh W, tuh-muh].

Siddhartha was born the son of a very rich king and queen. His father ruled a king-

dom in the foothills of the high Himalayan mountains. Siddhartha wore soft, beautiful clothes made of the finest silk. Colorful flowers, soft music, and sweet smells surrounded him. When he walked, servants held umbrellas over him to keep off the sun and rain. When he grew to be sixteen years old, he married a beautiful princess.

What a life! All pleasure, and no pain. Siddhartha's father, the king, tried to make sure that his son was always happy. He even ordered that no one who was sick, old, or poor should ever come near the prince. That way, thought the king, the prince would live in a world without suffering, a world filled with beautiful things and happy people.

But one day, when Siddhartha was riding in his chariot outside the palace walls, he saw an old, gray-haired man, bent over and wrinkled, leaning on a stick. Soon after, he saw a sick man lying along the side of the road, and heard his painful cries for help. Later, for the first time in his life, he saw a dead person. Finally, he saw a holy man with a shaved head and a peaceful expression on his face.

Now Siddhartha knew what his father had tried so hard to hide from him. He saw that there is pain in the world, and that people grow old and die. He was troubled by what he had seen, and he thought for a long time. Was it right that just because he was born rich, he should be comfortable and happy while other people were unhappy and miserable?

Then he made a hard decision. He made up his mind to leave his family, his home, and his easy, comfortable life. He set off to try to understand why there was suffering and what to do about it. He cut off his long hair. He gave his soft silk gowns to a poor man and put on the poor man's old, ragged clothes. He wandered for years and years, looking for answers to his questions.

Then one night he sat down under a tree to be quiet and think. He sat and thought for a long time, and in the morning when the sun rose, he felt that now he understood. He had become "enlightened," which means wise and aware. And so he was called Buddha, which means "the enlightened one, the one who knows."

What did Buddha know? He said that he now understood that suffering and death are part of life. He said that life is like a great wheel in



This statue of Buddha was made over a thousand years ago in India.

which birth, suffering, and death come round and round again. And he said that the most important thing is to live a life of goodness. Buddha taught people how to be good, and many people, including his wife and his father, began to follow his teachings. He said, for example, that people should harm no living thing. He told his followers to be kind and merciful to humans and animals alike.

King Asoka: From War to Peace

About two hundred years after Buddha died, a king helped spread Buddha's teachings. King Asoka didn't believe in Buddha's teachings at first. You remember that Buddha said people should harm no living thing. But King Asoka was a warrior. He led his soldiers in fierce battles, in which many men were hurt or killed. Through these wars he brought the northern and southern parts of India together under his rule.

But after one fierce and bloody battle, King Asoka looked around and saw the death and hardship caused by war. He remembered that Buddha had said, "Harm no living thing," and he felt ashamed. He decided to stop making war and instead to devote himself to spreading Buddha's teachings throughout his kingdom. All over India he built hospitals for both people and animals. He told his workers to plant trees and dig wells for fresh water. He even set up houses along the road for travelers who were tired from walking great distances.

King Asoka wanted the people of India to learn more about Buddha's teachings, so he had Buddha's words carved on tall pillars and put them in places where many people would see them. Even though Asoka strongly believed in Buddha's teachings, he also believed that kings should let their people worship as they wanted to. So, many

Many people still visit this giant statue of Buddha in Japan.



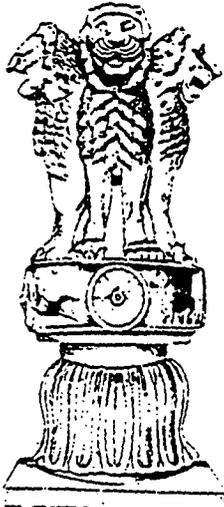
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Indian people felt they could worship their different gods and also listen to Buddha's words.

King Asoka sent Buddhist priests across Asia to tell people in other lands about Buddha's teachings. So Buddha's ideas spread all over Asia, and Buddhism remains one of the largest religions in the world today.

Asoka had this statue of lions (called a capital) put up at the place where Buddha first explained his beliefs about peace. This capital has become a symbol for India in the same way the bald eagle has become a symbol for the United States.

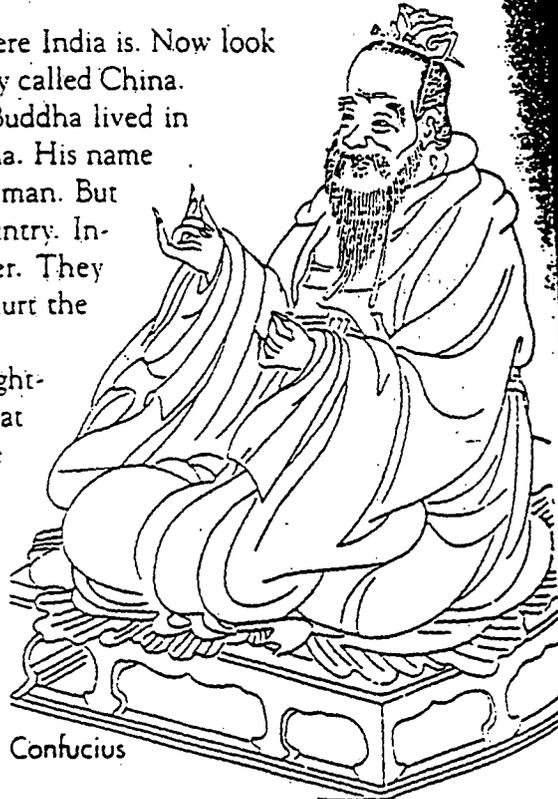
A Wise Teacher in China: Confucius

Look at the map on page 98. You know where India is. Now look north and east of India and find the big country called China.

Long, long ago, about the same time that Buddha lived in India, another wise man was teaching in China. His name was Confucius. Confucius was a very peaceful man. But during his life, China was not a peaceful country. Instead, many groups were fighting each other. They rode around the countryside and robbed and hurt the people in the villages.

Confucius, who was wise, gentle, and thoughtful, grew tired of all this fighting. He said that the fighting should stop and that all the people should come together under a single wise ruler. The people, he said, should obey a good ruler, while a good ruler should take care of the people. He said to the rulers, "You are there to rule, not to kill. If you desire what is good, the people will be good."

Confucius said many other things about how people should live and treat each other.



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For example, he said that you should respect your parents and teachers, and honor your ancestors.

You know the Golden Rule, don't you? It says, "Do unto others as you would have them do unto you." Confucius was the first person we know of to teach the Golden Rule, although he put it this way: "What you do not wish for yourself, do not do to others."

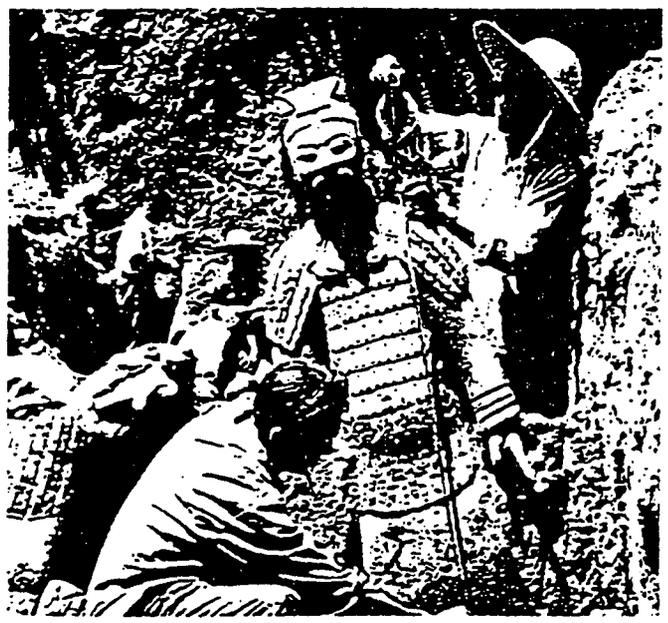
Many people in China began to listen to his teachings, which became known as "Confucianism." Confucianism is not a religion, like Islam or Christianity, because Confucius did not have anything to say about God or the gods. Confucianism is a way of thinking about how to live a good life and how to treat others.

China: Great Rivers and a Great Wall

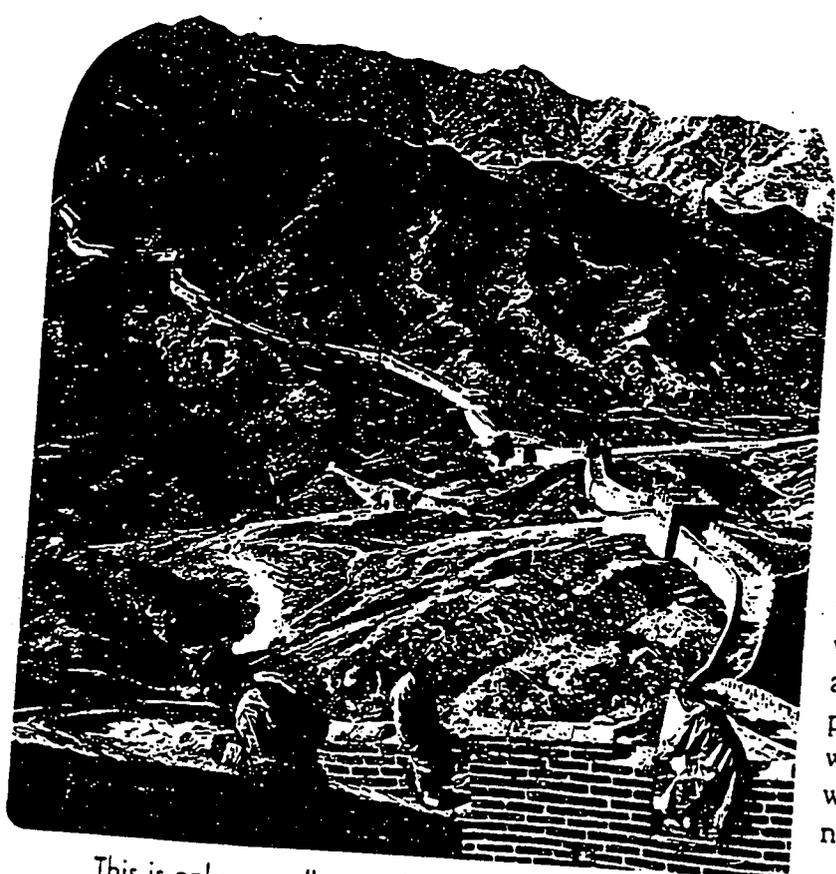
If you look at the map on page 98, you can see that China is separated from India by the high Himalaya Mountains. Where did civilization begin in China? You can probably guess—yes, by a river! Just as in ancient India, Egypt, and Mesopotamia, the first cities in China were built near rivers that regularly flooded and left rich soil, good for growing grains like millet and rice. Look at the map on page 98 and find these two important rivers in China: the Yellow River and the Yangtze River. (In China, the Yellow River is called the Huang He, and the Yangtze is called the Chang Jiang.)

Between these rivers, the people in China long ago built their first cities. Some of the people built large houses, created art, made fine clothes, and sent their children to schools. But many of the people were poor, because their rulers kept fighting one another to try to become the one all-powerful ruler.

Finally, one strong and very strict ruler brought China together under his leadership. He was China's first emperor, and he was called Qin Shihuangdi (pronounced CHIN shih-hwahng-DEE). The name "China" comes from his family name, "Qin" (which you pronounce "chin").



Long ago, archaeologists discovered the tomb of Qin Shihuangdi, the first emperor of China. This is one of thousands of life-sized soldiers made of clay they found in the tomb.



This is only a small part of the Great Wall of China.

Qin stopped the
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 from the north. The
 people were rough wa
 riors called Mongols.

Qin decided that on
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 to build a wall big enough
 and strong enough to keep
 out the Mongols. There
 were already some big
 walls made of packed dirt,
 and Qin ordered many
 people to do the hard
 work of connecting these
 walls, as well as building
 new walls.

But this was too big a
 job to finish in one life-
 time. Many years after

Qin, later emperors of China ordered many workmen to keep making the wall longer and longer. The work was very hard, since the wall went on for more than a thousand miles, up mountains, down valleys, and along the curving paths of rivers. The workmen built towers so that guards could look out for invaders from the north. Much of the Great Wall of China is still standing today. It is so long that, if you stretched it out across the United States, it would reach from Maine to Florida!

An Important Invention

Long ago, the Chinese came up with some important inventions. You can see a Chinese invention right in front of you. The Chinese invented paper! They made paper from the bark of mulberry trees, rags, and sometimes even old fishing nets. Chinese travelers showed people in other countries how to make paper. As the years went on, more and more people, in Asia and even in faraway Europe, learned how to make paper. Think about this: why was paper such an important invention?

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Science



INTRODUCTION

Children gain knowledge about the world around them in part from observation and experience. To understand magnetism, insect life cycles, or human body systems, children need opportunities to observe and experiment. In the words of *Benchmarks for Science Literacy* (a 1993 report from the American Association for the Advancement of Science): "From their very first day in school, students should be actively engaged in learning to view the world scientifically. That means encouraging them to ask questions about nature and to seek answers, collect things, count and measure things, make qualitative observations, organize collections and observations, discuss findings, etc."

While experience counts for much, book learning is also important, for it helps bring coherence and order to a child's scientific knowledge. Only when topics are presented systematically and clearly can children make steady and secure progress in their scientific learning. The child's development of scientific knowledge and understanding is in some ways a very disorderly and complex process, different for each child. But a systematic approach to the exploration of science, one that combines experience with book learning, can help provide essential building blocks for deeper understanding at a later time. It can also provide the kind of knowledge that one is not likely to gain from observation: consider, for example, how people long believed that the earth stood still while the sun orbited around it, a misconception that "direct experience" presented as fact.

In this section we introduce second graders to a variety of topics consistent with the early study of science in countries that have had outstanding results in teaching science at the elementary level. Below we suggest some resources to take you beyond these pages. In closing, let us repeat that while this book learning is essential, children also need imaginative help from teachers and parents in providing opportunities for observation and hands-on experience of the natural world.

Suggested Resources

The Cycle of Life and the Seasons

The Caterpillar and the Polliwog by Jack Kent (Simon & Schuster, 1982)

The Reason for a Flower by Ruth Heller (Grosset and Dunlap, 1983)

Weather: The Water Cycle and More

Raining Cats and Dogs: All Kinds of Weather and Why We Have It by Franklyn M.

Stanley (Houghton Mifflin, 1987)

Do Puddles Go? by Fay Robinson (Childrens Press, 1995)

Plants

Growing Insects by Laurence Mound (Knopf, 1993)

Plants by Nancy Winslow Parker and Joan Richards Wright (Greenwillow, 1987)

The Human Body

Cells and Tissues by Leslie Jean LeMaster (Childrens Press, 1985)

What Happens to a Hamburger by Paul Showers (HarperCollins, 1985)

Magnetism

All About Magnets by Stephen Krensky (Scholastic, 1993)

Experiments with Magnets by Helen J. Challand (Childrens Press, 1986)

Simple Machines

Simple Machines by Ann Horvatic (Dutton, 1989)

For more good resources, see *Books to Build On: A Grade-by-Grade Resource Guide for Parents and Teachers* edited by John Holdren and E. D. Hirsch, Jr. (Dell, 1996).

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The Cycle of Life and the Seasons

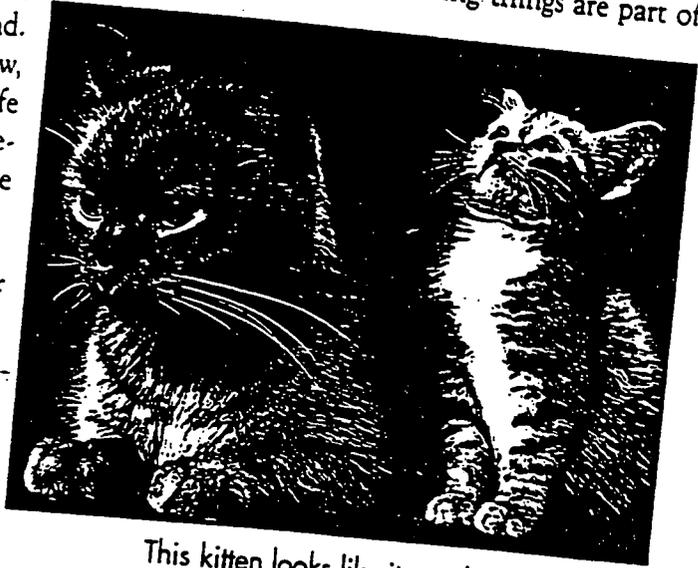
The Life Cycle

Do you know the word "cycle," or a word with "cycle" in it? How about words like "bicycle" or "tricycle"?

Think about a bicycle's wheel: can you tell where it begins or ends? You can't really find a beginning or end, can you? It's a circle that goes around and around.

That's the way it is with cycles in nature, too. In nature, all living things are part of the cycle of life, a process that keeps going around and around.

All living things are born, grow, and eventually die. To keep life going, living things need to "reproduce," which means to make young like themselves.



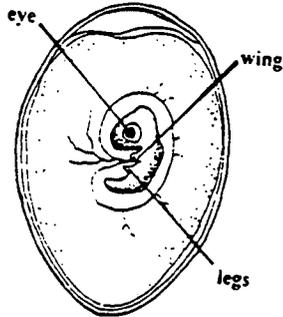
This kitten looks like its mother.

Imagine a farmyard with lots of chickens. A chicken lays an egg. Out of the egg hatches a little baby chick. The chick grows up to be a hen. The hen mates with a rooster, then soon the hen lays an egg. Out of the egg hatches a chick. That chick grows up and the cycle continues.

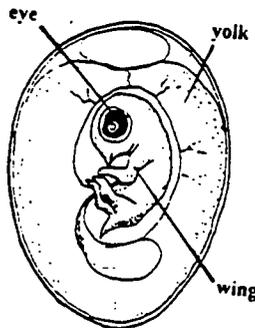
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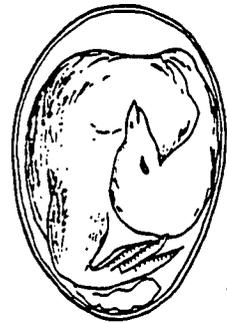
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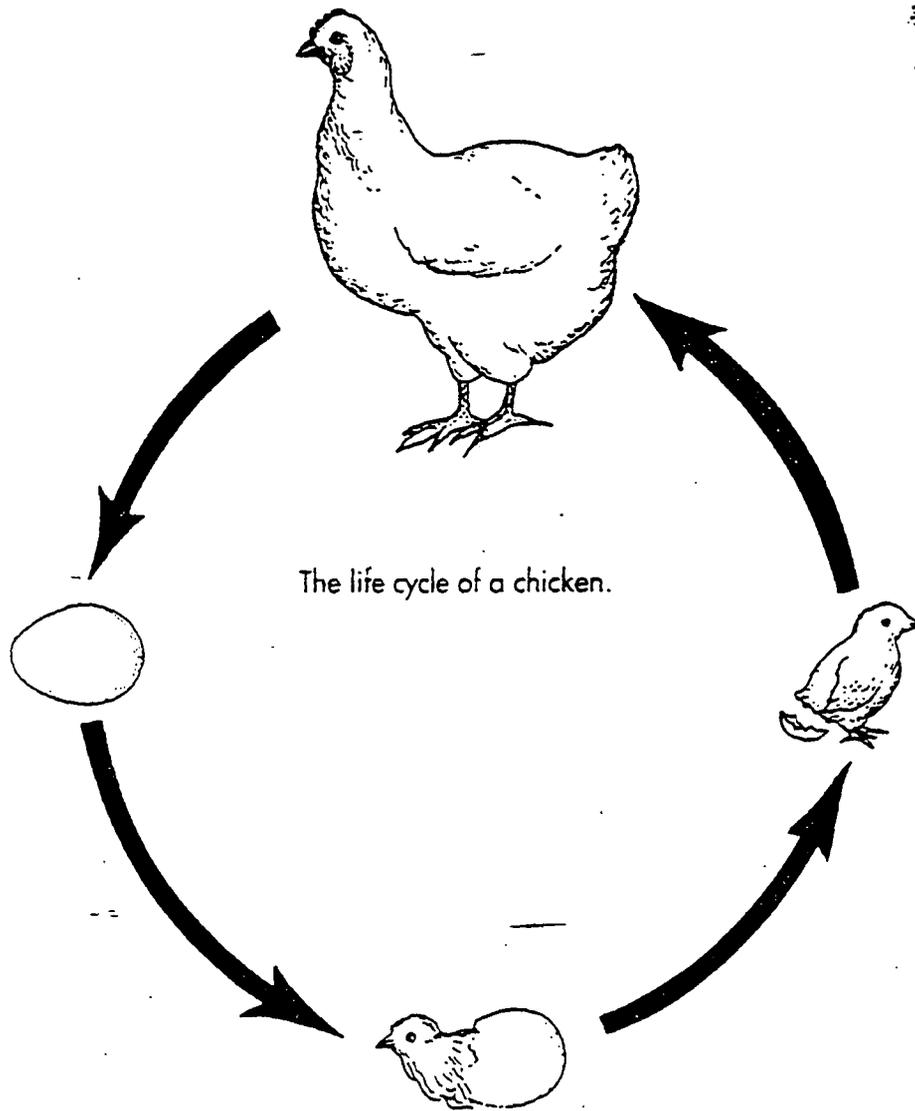
12 days



20 Days

A baby chicken grows inside an egg.

Look at the picture of the life cycle of a chicken. Here's an old question that has ever answered: which came first, the chicken or the egg? You can't tell. It's a cycle with no beginning or end, that keeps going around and around.



The cycle of life has four parts: birth, growth, reproduction, and death. Let's look at the life cycles of some different living things.

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From Seed to Seed: A Plant's Life Cycle

When you plant a seed in the ground, what happens? With the right combination of soil, water, and temperature, the seed sprouts and a plant starts growing. Roots grow down and leaves grow up. The plant grows bigger, until it is mature enough to make flowers.

Flowers help the plant reproduce. How? Often it happens like this. Part of the flower makes male *pollen*. Then the wind blows, or maybe a bee lands on the flower and carries the male pollen to the female part of the flower, called the *ovule*. ("Ovule" means "little egg.") When this happens, we say that the ovule has been "fertilized," and now it can grow until it becomes a seed.



Can you see the many seeds in these sunflowers?

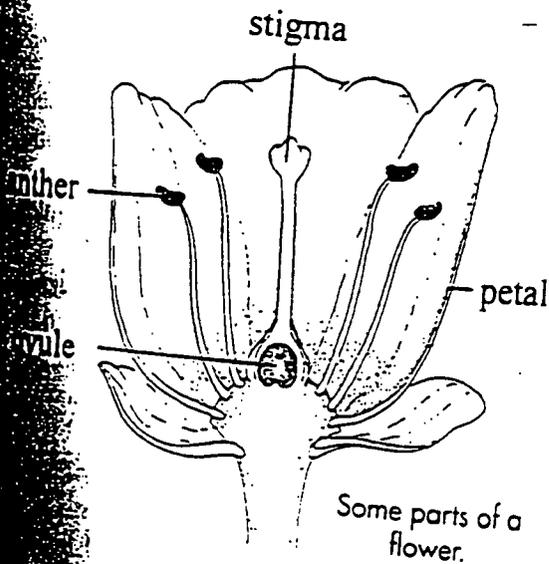
If you plant that seed in the ground, what happens? The seed sprouts, and a new plant grows. It makes new seeds, and the plant's life cycle goes on.

From Frog to Frog: An Amphibian's Life Cycle

Animals go through the same life cycle as plants: birth, growth, reproduction, death, and all over again. You can see this in the life cycle of a frog.

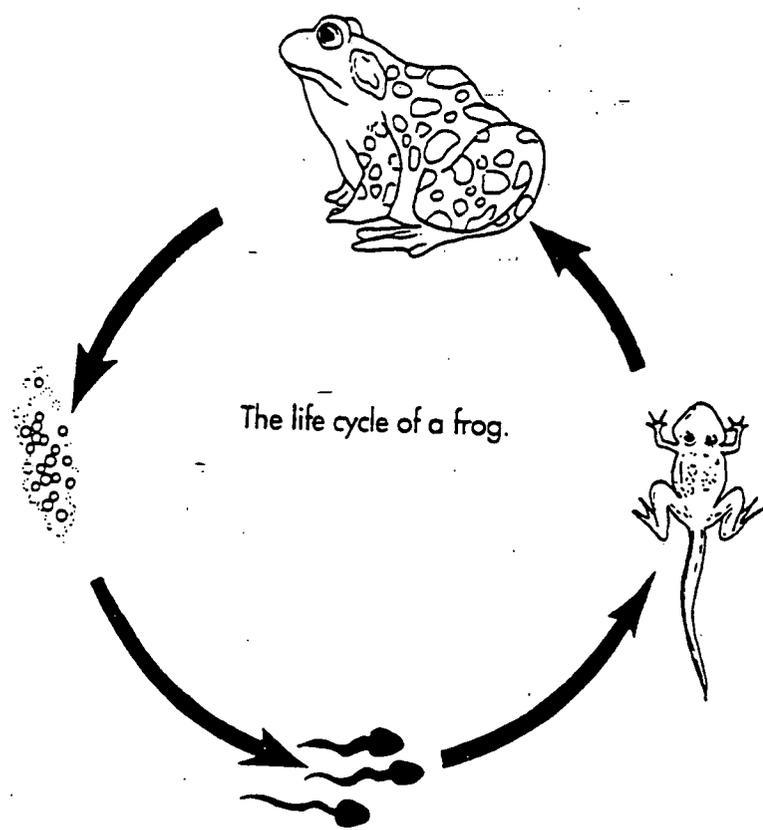
Imagine a little pond. At the edge of the pond you see the brown water. It's a bunch of frog eggs. They look like little balls of almost-look closely, you see a dark speck inside each little ball. The speck grows big-ly, all clumped together. When it hatches has a broad face and a long flat tail. The frog is called a tadpole. It lives in water, and swims around in the pond.

How plants grow, see the Science section of *What Your Kindergartner Needs to Know*.



Some parts of a flower.





As the tadpole grows, two little legs begin to sprout from the back of its body. Soon, two more little legs begin to grow in front. At the same time, the tadpole's tail shrinks and its body grows bigger. It looks more and more like a frog.

The frog grows and matures until it is ready to reproduce. A female frog lays about one thousand eggs at a time! But not many of these eggs will hatch into tadpoles because so many other creatures in the pond, such as fish, like to eat frog eggs. After the female frog lays the eggs, and a male frog fertilizes them, then the fertilized eggs float in the water like a glob of little jelly balls with dark specks inside. The specks grow bigger and begin to take shape, and the life cycle of the frog keeps on going.

The Cycle of the Seasons

You know that the life cycle has four parts: birth, growth, reproduction, and death. For many living things, the cycle of life follows the cycle of the four seasons of the year—spring, summer, fall, and winter. For example, a sunflower seed sprouts from the ground in the spring. The plant grows in the summer. The seeds of this adult plant ripen in the fall, and some of the ripe seeds fall on the ground. The plant dies in the winter. But next spring, some of the seeds that fell on the ground sprout, and new sun-

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flower plants begin to grow. Just as the life cycle repeats itself, so the cycle of the four seasons happens over and over again every year.

Let's look at how the lives of some plants and animals in one typical region of North America change with the different seasons.

Spring

After the cold winter, nature seems to wake up and come alive in spring. In spring, as the earth grows warmer, the seeds of plants begin to sprout. A sunflower seed sends roots down into the warm soil, while a little green seedling pushes up through the dirt to become a new sunflower plant. Maple and oak trees that were bare and leafless during winter begin to send sap up to their branches to help new leaves sprout and grow. (Sap is a sugary liquid that carries nutrients. You can eat the sap of some maple trees—it's what maple syrup comes from!)

In spring, many animals wake up from a long winter nap. Squirrels scurry about, and young bears born during the winter join their mothers to search for food. Birds that had flown south during the winter (why do you think they went south?) now return and build nests to lay their eggs in. Insect eggs that lay quietly all winter now begin to hatch. From some, out come tiny grasshoppers that feed on the just-budding leaves of the plants.

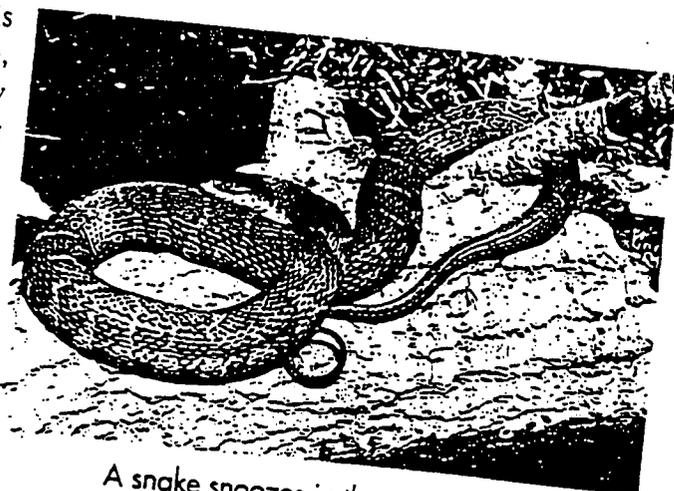


A young grizzly bear begins life in the spring.

Summer

In summer, when the weather is warm and there's plenty of sunshine, many plants and animals grow bigger. The little sunflower seedling grows into a mature, adult plant and begins to make seeds. Fruits like apples and vegetables like pumpkins get bigger and begin to ripen. Trees send sap to their branches.

In summer, the baby animals that were born in the spring grow bigger and stronger. Tadpoles grow into frogs. Young insects like grasshoppers become adults. The



A snake snoozes in the summer sun.

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These geese are migrating. They are flying south to warmer weather.

baby birds that hatched out of their eggs in the spring grow up and learn to find their own food.

Fall

In the fall (or autumn), many plants come mature, which means fully grown. On an apple tree, the apples grow big on the branches, and if you don't pick them, they fall to the ground. Acorns fall from the oak trees. From a vine on the ground, a pumpkin grows big and turns orange all over. In the fields, stalks of wheat turn brown and bend over, weighted down by plump heads of grain. On many trees, the leaves turn from green to red, gold, yellow, and brown, and then fall to the ground.

As the weather gets cooler in the fall, many animals prepare for the coming changes. Squirrels scurry about gathering nuts and storing them for the cold months ahead. Bears eat as much as they can to build up extra fat, and they look for a den to protect them from the cold. Some birds, like the Canada goose and the robin, take a big trip, or *migrate*. When they migrate, they fly south to warmer weather. In the oceans, big whales also migrate to warmer waters. Some gray whales swim for thousands of miles to find warmer water.

Do you remember the special names for trees that lose their leaves in the fall? They are called *deciduous* trees. Trees that keep most of their leaves all year round, such as pines and spruces, are called *evergreens*.

Winter

In winter, the world of living things grows more quiet and still. Many small green plants have shriveled up and died, leaving their seeds in the ground. The seeds will sit quietly through the winter, then be ready to sprout when warm weather arrives again. Trees that have dropped their leaves may look dead but they're alive. They're just *dormant*, not actively growing but, in a way, sleeping through the winter.

Some animals sleep through the winter, too, which is called *hibernation*. For exam-

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ple, chipmunks sleep in their holes through most of the winter, living off fat they built up during summer and fall. Frogs hibernate too: they burrow into the cold mud at the bottom of a pond and wait for spring to come again.

Birds that migrated south in the fall spend the winter resting and eating. They need to build up their strength for the long trip back north in the spring.

And then, as surely as the earth moves along in its orbit around the sun, spring comes again. The weather warms up, sap rises, seeds sprout, animals awake from hibernation, and the cycle of life on earth begins again.



This hibernating chipmunk is all curled up for a long winter nap.

The Water Cycle

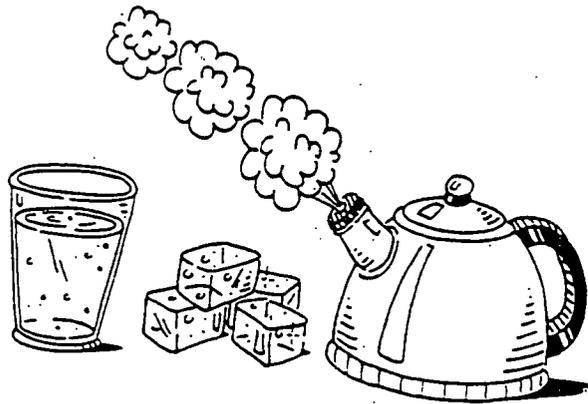
You've been learning about different cycles in nature, such as the cycle of the seasons, and the life cycles of plants and animals. Well, here's another cycle. It's called the water cycle, and it has a lot to do with the weather.

Before we talk about the water cycle, let's remember what you learned about water (in the first-grade book of this series). Water can exist in the three states of matter: as a solid, liquid, or gas.

The water you drink is a liquid. We know what we call water when it's solid—ice. When you boil water on a stove, it turns to a gas called steam or water vapor.

And you.

As we go on to learn about the water cycle, keep in mind that ice, water, and steam are all water, just in different states of matter. Whether it's in the form of a solid, liquid, or gas, water is water.



Water can be a liquid, a solid, or a gas.



You can do this evaporation experiment.

Evaporation

Think of some places on the earth where you can find water. Did you think of rivers, lakes, and most of all, oceans? There's lots of water on our planet: almost two-thirds of the surface of the earth is covered with water!

The water in rivers, lakes, and oceans is liquid. But every day, some of this liquid turns to gas. Every day, as the sun shines down, some of the water *evaporates*: it turns into water vapor and mixes with the air. Do you see the word "vapor" inside that big word "evaporation"?

Here's a question to think about: where do you think most of the water vapor in the air comes

from? Hint: where is most of the water on the earth? That's right, the oceans.

There's water vapor in the air around you. Try this. Put a few inches of water in a glass. With a piece of tape or a washable marker, mark where the water comes up to. Then put the glass where it won't be disturbed. Every day come back and check how much water is in the glass. What has happened to the water? It has evaporated. It has turned into water vapor and become part of the air around you. Maybe you're breathing it in right now!

At different times, there are different amounts of water vapor in the air. When we talk about the amount of water vapor in the air, we talk about *humidity*. A day with a lot of moisture in the air has "high humidity." A day with very little water in the air has "low humidity." On a hot, humid summer day, have you ever heard someone complain, "It's not the heat, it's the humidity"? That means that what makes us feel sticky and uncomfortable on such a day isn't so much the high temperature but instead the high amount of water vapor in the air.

Going Up, Going Down

When it rains hard, puddles of water form on the ground. When it stops raining and the sun starts to shine, what happens to the puddles? Slowly, they get smaller, and then



After it rains, what happens to the puddles?

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What happ Some of it m and some of where the a water vapor liquid water. gas back into Here's a v Fill a glass v outside of t sit for a littl Pretty soon velop a thin Now, when glass didn't air. The ic made the the air hig por in the liquid—or Up in t into dropl deed, eve candy, cl droplets (billions o the wat But inste

they go away. Where does the water go? Well, some of it evaporates. It turns to water vapor and goes up into the air, just as steam rises from a pot of water that you heat on the stove. But in nature, it's the sun that heats the water and turns it to vapor.

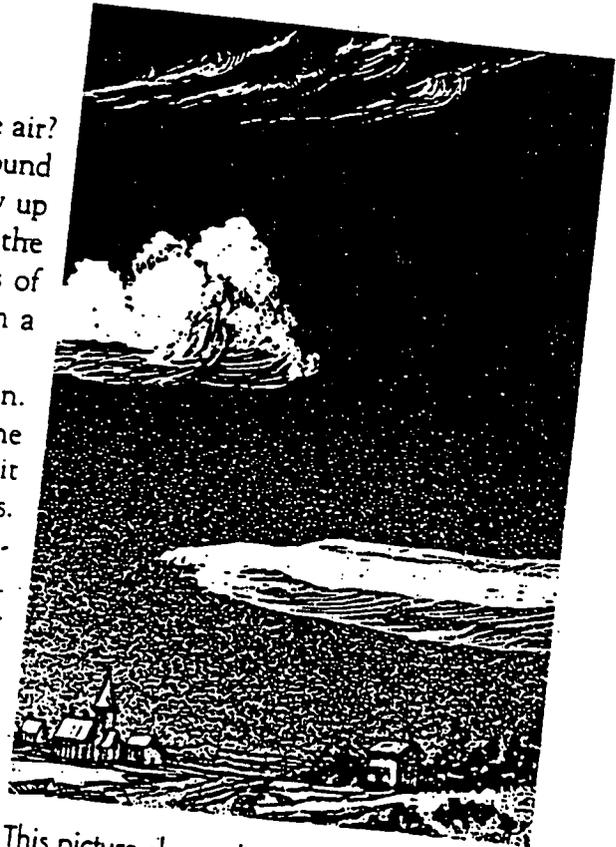
The water that doesn't go up into the air soaks down into the earth. It becomes *groundwater*, which is the name for water found under the ground. When people drill a well, they are drilling down to find the groundwater. Once they dig deep enough to find this underground water, they can put long pipes into the hole and then pump the water up to use in their homes, schools, or other places.

Condensation and Precipitation

What happens to the water vapor in the air? Some of it mixes with the air near the ground and some of it rises high into the sky, way up where the air is cooler. In this coolness, the water vapor turns back into little droplets of liquid water. When water vapor turns from a gas back into a liquid, we say it *condenses*.

Here's a way to see condensation happen. Fill a glass with ice and water. Make sure the outside of the glass stays good and dry. Let it sit for a little while, maybe five or ten minutes. Pretty soon, the outside of the glass will develop a thin coating of water. Feel it—it's wet. Now, where did that water come from? Your glass didn't leak. No, the water came from the air. The ice water made the glass cold, which made the air around the glass cool, just like the air high up in the sky. Then the water vapor in the air condensed—it turned back into liquid—on the outside of your glass.

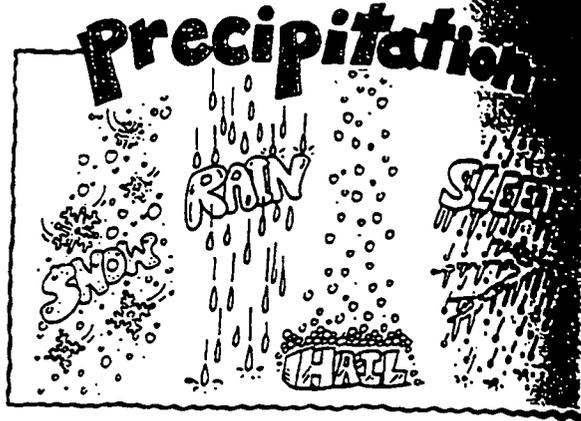
In the sky, when water vapor condenses into droplets of liquid, it forms clouds. Yes indeed, even though they may look like cotton balls, clouds are made of billions of water droplets (or sometimes, if the air is very cold, of tiny ice particles). In the clouds, water droplets bump against each other. Instead of saying "excuse me" and getting



This picture shows three different types of clouds. At the top are wispy, feathery *cirrus* [SIHR-us] clouds. They form high in the sky and are made of tiny ice crystals. In the middle are big, puffy *cumulus* [KYOOM-yuh-lus] clouds. They are usually signs of fair weather. At the bottom are *stratus* clouds, which look like flat gray sheets. When a dark layer of stratus clouds covers the sky, it often means rain is on the way.

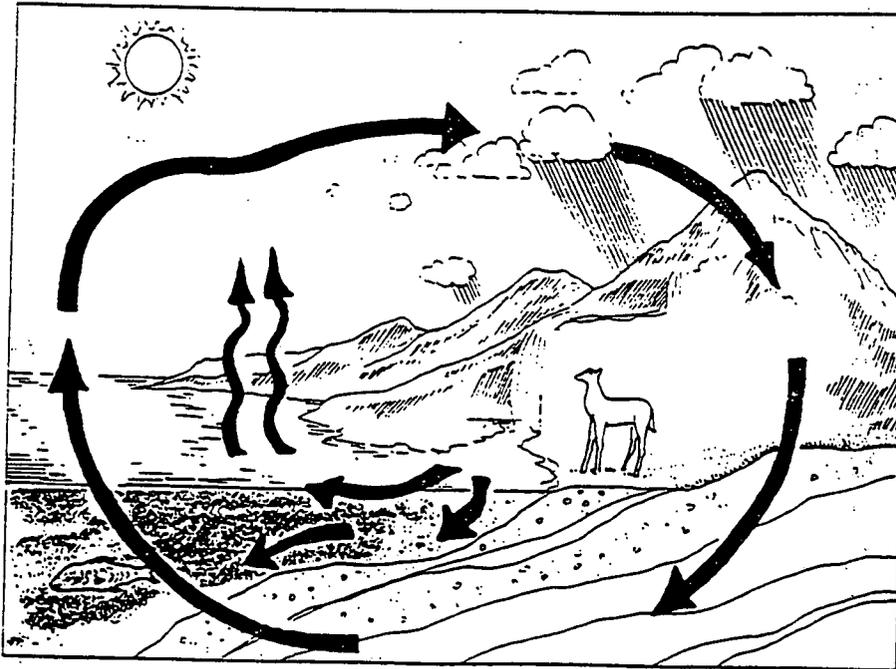
out of each other's way, they join and turn into bigger drops. When the drops get heavy enough, they fall from the clouds—it's raining! Or, if it's cold enough, instead of rain, snow will fall. Snow is water frozen into tiny crystals that fall as snowflakes.

On television, have you ever heard the weather reporter say something like, "Tonight will be cloudy with a chance of precipitation"? That means, there's a chance that water, in some form, is going to fall from the sky. Rain and snow are the most common forms of precipitation, but there are others, such as hail or sleet.



Putting It All Together: The Water Cycle

Every day water is evaporating up into the air and then condensing and falling back to the earth. We can draw all these movements of water as a great big circle, called the water cycle.



The water cycle.

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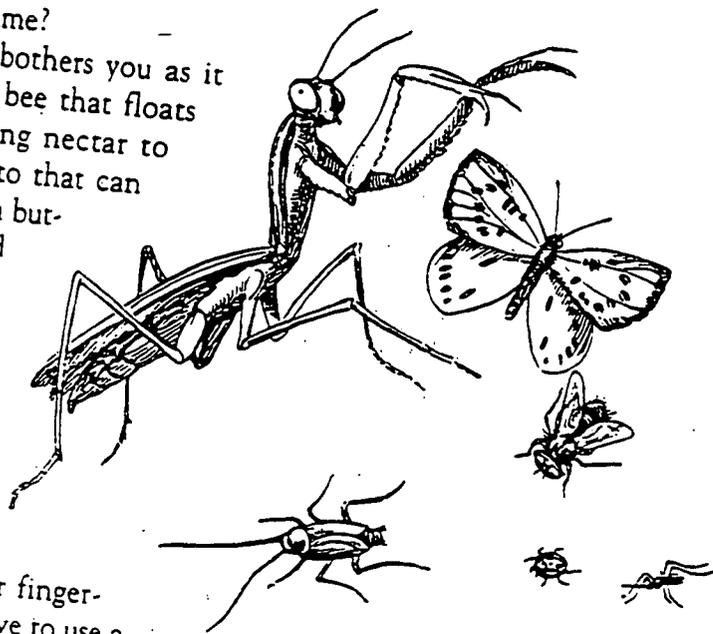
Every day, water evaporates from the earth, especially from the oceans. As it rises into the sky, the water vapor condenses into little droplets that form clouds. When the droplets get big enough, then the water falls back to the earth as some form of precipitation. It fills rivers, lakes, and oceans, and some of it soaks into the earth's groundwater. From the rivers, lakes, and oceans, water evaporates and rises into the sky, and—well, you know what happens next. That's the never-ending water cycle: on and on it goes, over and over.

Insects

Insects Everywhere!

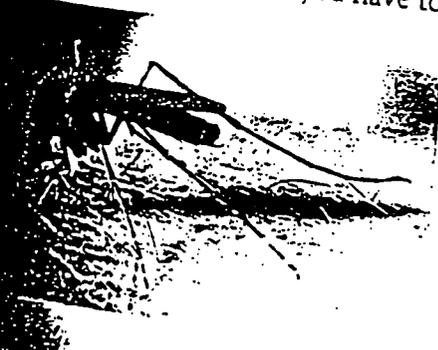
How many insects can you name? Did you think of a fly that bothers you as it buzzes around the room? Or a bee that floats from flower to flower collecting nectar to make into honey? Or a mosquito that can bite you and make you itch? Or a butterfly with beautiful, colored wings?

Did you know that in the United States and Canada alone there are over one hundred thousand different kinds of insects? But that's just the beginning: around the world, there are almost a million kinds of insects. Most are smaller than one of your fingernails. Some are so small that you have to use a



microscope to see them. But some, like the praying mantis, can grow to be four or five inches long.

Whenever a mosquito bites you, you know this fact: some insects are harmful to people. Flies carry germs that can spread diseases. Swarms of locusts can destroy a crop. It's lunchtime for this mosquito, who's about to bite a person's arm.



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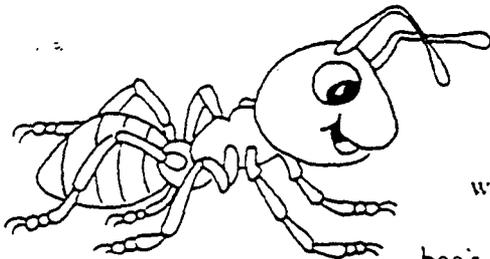


A ladybug munches on an aphid.

farmer's crops. Tiny aphids can damage plants. Horseflies can give you a bad sting.

But other insects can be very helpful to people. Ladybugs help us because they eat aphids and other insects that harm crops. Bees make honey. Bees and butterflies help flowers grow when they carry pollen from one flower to another.

What Makes an Insect an Insect?



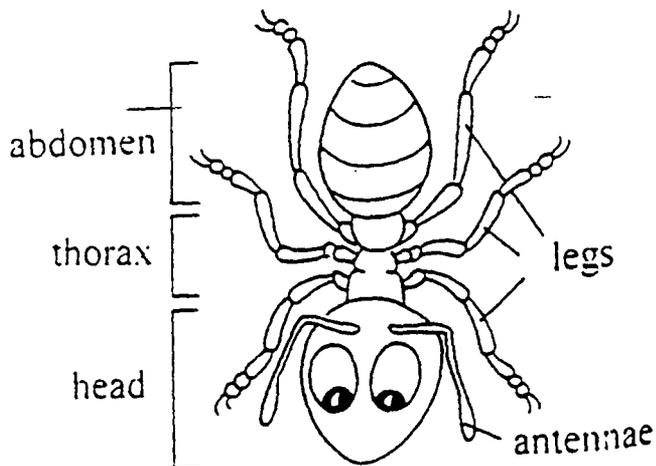
Hi there! I'm Edward Ant. You can call me Eddie. They've asked me to tell you what makes me an insect. That's simple. Like all insects, I'm smart, handsome, a great dancer, and . . . What's that? Oh, you want to know the scientific facts? Okay, no problem.

I'm an ant, right? And a cricket's a cricket, and a bee's a bee. But we're all insects. Along with butterflies, grasshoppers, and, yes, even cockroaches. We're all different in many ways, but here's what we have in common (though I just hate to think about having anything in common with a cockroach—ugh!).

Let's start with the legs. How many do you have? Only two? How in the world do you manage with only two legs? You poor creatures. Well, take a look at us insects. Every insect has six legs, three on each side of its body. Count them and see.

Now let's take a closer look at an insect body. A really strong, handsome body—like mine, for example. Every insect, whether it's in your backyard or in a jungle halfway around the world, has three main body sections: the head, the thorax, and the abdomen.

An insect's head is kind of like yours, just not so hairy. Like you, we have eyes and a mouth. And most of us have antennae, or feelers. We use these to feel, taste, and smell things.



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Program GARY KLINSKY CHILDREN'S CENTER - P.S. 306

I. # of children enrolled end of last month	<u>60</u>
# of children added this month	<u>180</u>
# of children who left program this month	<u>2</u>
Reason for leaving	
Lack of Attendance	<u>2</u>
Left P.S. 306	<u>0</u>
*Other (Explain)	<u>0</u>
 # of children enrolled end of month	 <u>238</u>

II. Special Activities this month

<u>Name of Activity</u>	<u># of children participated</u>
Group 1-Curriculum Theme:"Chocolate, How Sweet it Is!"	19
Group 2-Curriculum Theme:"Families, We Are Connected Together by Families"	20
Group 3-Curriculum Theme:"Remembering Our Heroes"	16
Group 4-Curriculum Theme:"Getting To Know You"	20
Group 5-Curriculum Theme:"Leaders Around Us"	22
Group 6-Curriculum Theme:"Super Soup"	22
Group 7-Curriculum Theme:"Celebrating Our Afro-American Culture"	20
Group 8-Curriculum Theme:"Gobble Up Science-Nature/Fun Activities"	19
Group 9-Curriculum Theme:"Rain Forests Around The World"	20
Group 10-Curriculum Theme:"Black History Month"	20
Group 11-Curriculum Theme:"America The Beautiful"	24
Group 12-Curriculum Theme:"Ebony-Our Proud Stars, Gems and Moons"	16

II. Staff starting employment this month: (Name, Title, Date)

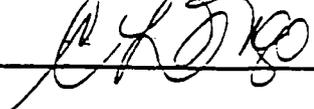
See Attached Sheet

Staff leaving employment this month: (Name, Title, Date)

N/A

Prepared By: Larry G. Yancy

Date: 4-14-99

Reviewed By: 

Date: 4/14/99

Distribute To: Steven Klinsky, Executive Director, Assistant Executive Director, Director Family Services, Director of Planning, Development Department, Director of Staff Development, Controller

III. (Lilly Landa, Group Teacher, 2/1/99)
(Keith Kinch, Group Teacher, 2/22/99)
(Ferne Maycock, Group Teacher, 2/1/99)
(Dianne Ferrer, Group Teacher, 2/8/99)
(Dawn Mc Donald, Group Teacher, 2/22/99)
(Sandra Longmore, Group Teacher, 2/22/99)
(John Ugonabo, Group Teacher, 2/8/99)
(Susan Hyatt, Group Assistant, 2/1/99)
(Claudette Paige, Group Assistant, 2/1/99)
(Monica Clark, Group Assistant, 2/1/99)
(Helene Thomas, Group Assistant, 2/8/99)
(Jemmy Delva, Group Assistant, 2/22/99)
(Patricia Thompson, Group Assistant, 2/8/99).

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "1" (Grade K)	GROUP "2" (Grade K)
<p><u>Introduction to Theme: "Chocolate, How Sweet It Is!"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by asking children what holiday comes in February. Children elicited Valentines Day. 2) Social Studies- Children were shown on the wall map, where cacao seeds were grown, the main source of chocolate. Mexico was located. 3) Literature Enrichment-Teacher read and discussed the following books: <ol style="list-style-type: none"> a) "Chocolate" by J. Dineen b) " Hot Fudge"by James Howe 4) Math- Using the M&M Counting Book, the children graphed the various colors and tallied the total for all colors. 5) Science- States of Matter- Children were able to see chocolate go from a solid to a liquid during melting. The chocolate was poured into molds and it hardened and became a solid. 	<p><u>Introduction to Theme: "Families, We Are Connected Together by Families"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by asking the students the meaning of the word, "family". 2) Listening and Speaking-Children were asked to tell how many sisters and/or brothers they had. 3) Math (Counting-On)-Students were asked how many people lived with them in their family household. A tally chart was made. 4) Social Science-(Kinship) Students were told that all families are not alike. Some are large, some are small, some have 2 parents/ guardians while others have only 1. 5) Art-Children drew, and with the help of the Teacher and the Assistant, labeled the various family members. Kinship was used if names were not available.

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "1" (Grade K)	GROUP "2" (Grade K)
<p>(Cont.)</p> <p>6) Poetry-Under the direction of Teacher and Assistant, the children created an original poem titled, "Chocolate Is Yummy". Each student made a copy of this poem to take home.</p> <p>7) Language Experience (Vocabulary Development)- After tasting the molded heart-shaped lollipops, students gave adjectives to describe the chocolate experience. Words were written and became part of the Word Bank.</p> <p>8) Shared Reading-Teacher read and discussed the book, "I Love Chocolate" by C. Holzochuhei.</p>	<p>(Cont.)</p> <p>6) Shared Reading-Teacher read and discussed the following books:</p> <ul style="list-style-type: none"> a) "The Quilt" by Ann Jonas b) "All Kinds of Families" by Norma Simon c) "Teeny Witch and the Perfect Valentine" by Liz Matthews d) "Valentine Puppy" by Michelle Maryott <p>7) Math- Students made a sibling chart recording the total number of sisters and brothers for the full class.</p> <p>8) Sharing and Caring (Listening and Speaking) -Teacher lead a discussion about how important it is for us to share and to care about each other.</p>

GARY KLINSKY CHILDREN'S CENTERS MONTHLY ACTIVITY SUMMARY

Larry G. Yancy,
P.S. 306

Month: February 1999

GROUP "1" (Grade K)	GROUP "2" (Grade K)
<p>(Cont.)</p> <p>9) Arts/Crafts-Children made chocolate kiss cards for Valentines Day. The original poem was written inside each card which was taken home to parents/guardians as gifts.</p> <p>10) Taste Test- Children taste tested the various chocolates: unsweetened, semi-sweet, sweet, milk, white, etc.</p> <p>11) Music- Children daily sang the song, "The Chocolate Tree".</p> <p>12) Children created a "Chocolate Big Book".</p>	<p>(Cont.)</p> <p>9) Family Tree (Social Anthropology)-The Teacher showed the children how to make a Family Tree and how to fill in the branches of the tree with the names of relatives. Each child did a simple family tree.</p> <p>10) Social Studies (Types of Homes)- Teacher read and discussed the book, "A House Is A House For Me". The children were able to see the various kinds of shelters people live in from other parts of the world.</p>

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "3" (Grades K/1)	GROUP "4" (Grades K/1)
<p><u>Introduction to Theme: "Remembering Our Heroes"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by asking the children to define the word, "hero". After defining a hero, the children were asked to name one of their heroes. 2) Listening and Speaking (Language Development/Oral Communication)-The children were asked to tell why they named a particular person as their hero. 3) Art-Each child drew, colored, and labeled a picture of their hero. Pictures were matted on black construction paper and displayed in the room. 4) Black History Month- An introduction to this special month was done by the Teacher and the Assistant via the use of large Afro- American Inventor Posters. 	<p><u>Introduction to Theme: "Getting to Know You"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by having each child stand and tell their name, day school room number, grade, and day school teacher's name. 2) Music- Teacher taught the children the words and music to the song, "Getting To Know You". 3) Art-Children drew and labeled pictures of their best friend. Teacher made construction paper frames for each picture. 4) Ice Breaker-Children tossed a benny baby to each other after saying the child's name. This helped the children get to know each other. 5) Math- Teacher made a bar graph which represented the various rooms of the children in the day school program.

GARY KLINSKY CHILDREN'S CENTERS MONTHLY ACTIVITY SUMMARY

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "3" (Grades K/1)	GROUP "4" (Grades K/1)
<p>(Cont.)</p> <p>5) Concept Extension- Students were asked how they could work at being a hero for one day. Children named various heroic deeds and acts.</p> <p>6) Open Discussion/Social Science-The Teacher made the children aware that bravery does not always have to be a key part in being a hero. Also, heroes are not always men. Female heroes are called heroines.</p> <p>7) Music-Teacher and Assistant taught the children the lyrics and melody to "Cumba Yah" and "This Train Is Bound For Glory".</p>	<p>(Cont.)</p> <p>6) Writing-Teacher composed an experience chart based upon what the children said their favorite funtime activities were.</p> <p>7) Shared Reading-Teacher read and discussed the following books: a)"It's Me" by Bob Thompson b)"Do You Know Me?" by Jan Austin</p> <p>8) Puzzles- Children made puzzles after they drew and colored pictures of themselves. Each child exchanged puzzles with a partner in order to see how fast they could be put together.</p>

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "3" (Grades K/1)	GROUP
<p>(Cont.)</p> <p>8) Art/Social Studies- Students cut out black silhouettes of Dr. Martin Luther King, Jr. and of Rosa Parks after the Teacher discussed both of these prominent people in Black History. The silhouettes were mounted on white construction paper.</p> <p>9) Drama- Students acted out one aspect of a famous person's life in Black History, i.e., Jackie Robinson, Barbara Jordan, Thurgood Marshall, George Monroe, etc. Teacher and Assistant wrote the scripted lines for each child to memorize.</p>	

GARY KLINSKY CHILDREN'S CENTERS MONTHLY ACTIVITY SUMMARY

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "5" (Grade 1)	GROUP "6" (Grades ½)
<p><u>Introduction to Theme: "Leaders Around Us"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by asking the children to define the word, "leader". Teacher put all responses on the board in order to come up with one full comprehensive definition. 2) Play in Learning-Children played the game, "Follow The Leader" and the game, "Simon Says". 3) Community Awareness/Social Science- Teacher explained that communities have leaders, cities have leaders, states have leaders, and nations also have leaders. 4) Opposites- (Language Arts/Social Science)-Teacher did a lesson on antonyms in which the first 2 antonyms were the words, "leader" and "follower". The lesson was expanded to all pairs elicited by the students. All words were written by the Teacher. 	<p><u>Introduction to Theme: "Super Soup"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by reading and discussing the book, "Stone Soup" by Marcia Brown. 2) Prior Knowledge/Empirical Data-Teacher asked the children to name all of the different kinds of soup they have had. 3) Math (Bar Graph)- A graph was constructed based upon the favorite soups of the children. 4) Shared Reading- Teacher read and discussed the following books: <ol style="list-style-type: none"> a)" Chicken Soup With Rice" by Maurice Sendak b)" Mean Soup" by Betsy Everitt c) "Alphabet Soup" by Kate Banks

GARY KLINSKY CHILDREN'S CENTERS MONTHLY ACTIVITY SUMMARY

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "5" (Grade 1)	GROUP "6" (Grades ½),
<p>(Cont.)</p> <p>5) Vocabulary Development/Writing- Students were asked to write sentences for 3 sets/pairs of antonyms. Sentences were shared with the class.</p> <p>6) Art in Concepts- Children drew pictures to represent one of their antonym pairs, i.e., up/down, big/little, full/empty.</p> <p>7) Art (Mural Making) – Children each drew or brought in a picture of a leader on the local, city, state, or national level. Each child either adhered their original drawing or their photograph to the large sheet of chart paper to comprise the "Leadership Mural".</p>	<p>(Cont.)</p> <p>5) Social Studies- Teacher used a world map to show the children various places famous for soup, i.e., Russia, China; Germany, etc.</p> <p>6) Art- Children made wooden spoon people and even made clothing for these creative objects d'art.</p> <p>7) Language Arts (Vocabulary Development)- Students were asked to give as many adjectives as they could for describing soups they had eaten. All words became part of the Word Bank.</p> <p>8) Culinary Arts/Math (Measurement) – Under the careful direction of the Teacher and Assistant, the children prepared the ingredients in making vegetable soup and chicken rice soup in the class.</p>

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "5" (Grade 1)	GROUP "6" (Grades 1/2)
<p>(Cont.)</p> <p>8) Shared Reading- Teacher read and discussed the book, "Arthur Meets The President".</p> <p>9) Art/Sequential Ordering of Events-Children drew a picture of a part of the story. The class put the pictures in order to form their original Big Book version of "Arthur Meets The President"</p> <p>10) Listening and Speaking- Children listened to and later discussed the "I Have A Dream" speech of Dr. Martin Luther King, Jr.</p>	<p>(Cont.)</p> <p>9) Music- Children learned the lyrics and melody to, "The Soup Is Boiling Up".</p> <p>10) Literature- Teacher did fingerplays to go with the story, "Growing Vegetable Soup" by Louis Ehlert and "Stone Soup" by Marcia Brown.</p> <p>11) Reading (Sequential Ordering of Events)- Children wrote out the recipe for their soups and noted the importance of order when following a recipe.</p>

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "7" (Grade 2)	GROUP "8" (Grades 2/3)
<p><u>Introduction to Theme: "Celebrating Our Afro-American Culture"</u></p> <ol style="list-style-type: none">1) Teacher introduced the theme by locating Africa on a wall map. Teacher stressed the fact that Africa is not a country; it is a continent. The difference was explained by the Teacher.2) Map Making- Children drew their own maps of Africa and labeled 5 of the most populated countries of the African continent.3) Music-Teacher brought in some audio cassettes of African music which focused on the percussion instruments original to Africa.4) Arts/Crafts-Children brought in Quaker Oats boxes and table salt boxes and constructed drums by stretching paper over the open ends of these containers.	<p><u>Introduction to Theme: "Gobble Up Science-Nature/Fun Activities"</u></p> <ol style="list-style-type: none">1) Teacher introduced the theme by explaining the way Nature provides shelters for its creations. I.e, egg shells, turtle shells, sea shells, peelings, coverings, etc.2) Scientific Inquiry-Teacher asked the children what it would be like without the various natural coverings we see all around us. A discussion ensued.3) Seeds- The children soaked seeds in water in order to see how long it took for the seedcoat to split and expose the seed. They recorded the data based upon daily observations.4) Eggs- Students were shown, via experiment/demonstration, how a shell protects the delicate egg inside and acts as the shelter for an embryo in the formation of a chick.

GARY KLINSKY CHILDREN'S CENTERS MONTHLY ACTIVITY SUMMARY

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "7" (Grade 2)	GROUP "8" (Grades 2/3)
<p>(Cont.)</p> <p>5) Music- The children performed original musical compositions in a fun-based ensemble production.</p> <p>6) Social Studies- Teacher showed the class masks from various parts of Africa and told of their significance.</p> <p>7) Crafts (Culture Study) -Students designed and made original masks and later explained, in a presentation, what their designs signified.</p> <p>8) Vocabulary Development- Students were taught various simple Swahili words and/or phrases.</p> <p>9) Social Science- Students were shown the various native costumes of Africa. Teacher brought in some authentic African clothes designed and made here in Brooklyn by Africans now living in America.</p>	<p>(Cont.)</p> <p>5) Expansion Concepts- Children were shown how the egg is a shelter and it is a source of food for the developing embryo.</p> <p>6) Egg Work- Children cracked eggs and separated the whites from the yolks. They made mayonnaise from the yolks and made meringue from the whites. Teacher explained that air makes the meringue fluffy and light.</p> <p>7) Culinary Arts- Following Directions/Sequence- Teacher and Assistant helped the children make a real meringue which they baked until golden brown. Children ate their treats.</p>

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "7" (Grade 2)	GROUP "8" (Grades 2/3)
<p>(Cont.)</p> <p>10) Weaving- Children used multi-colored strips of construction paper in order to simulate the historic patterns found in Kinte Cloth.</p> <p>11) Acrostic (Vocabulary Development)- Students made an acrostic using the word, "Africa" and decorated the sheet of white construction paper upon which it was written.</p>	<p>(Cont.)</p> <p>8) The Avocado- Children used avocados to make guacamole. Teacher and Assistant directed this activity. Children used measurement in adding ingredients. They also used fractions when cutting the tortillas to make homemade taco chips.</p> <p>9) Horticulture- The class put the avocado pits in water in order to germinate them and later plant them in soil.</p> <p>10) Science (Shellfish)- Teacher brought in picture cards to show the children oysters, shrimp, clams, mussels, crabs, etc. Children were asked which shellfish they have eaten. A chart was made based upon student responses.</p>

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "9" (Grades 2/3)	GROUP "10" (Grades 2/3)
<p><u>Introduction to Theme: "Rain Forests Around The World"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by defining what is meant by a rain forest and by showing where some of the largest rain forests are located using a wall map. 2) The Rain Forest- Making Our Own-Children brought in 2 liter bottles to make their individual rain forests to simulate the climatic conditions. 3) Animals of the Rain Forest- Students were shown a video which specified which animals were found in various layers of the rain forest. 4) Arts/Crafts- Students, using paper mache, created their own original rain forest animals. Each child had to explain why the animal looked the way it did. Nature always does things for a purpose. We call this Nature's Design. I.e., giraffes are tall and this allows them to eat from tall trees, antenters have long snouts which enable them to capture ants easily with the help of their long sticky tongues. 	<p><u>Introduction to Theme: "Black History Month"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by playing an audio cassette of Dr. Martin Luther King, Jr.'s speech, "I Have A Dream". 2) Listening and Speaking/Vocabulary Development- Teacher conducted an open discussion of the King speech and asked the children to give words they felt described the kind of person Dr. King was. All words became part of their Word Bank. 3) Art- Children used red, black, and green construction paper to make their own Afro-American Flags. They used drinking straws as their flagpoles. 4) Listening and Speaking-Children were asked who they would be if they could be a figure in Black History. They also had to justify their choices. A list was compiled of all names suggested.

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "9" (Grades 2/3)	GROUP "10" (Grades 2/3)
<p>(Cont.)</p> <p>5) Ecology-Teacher showed a video titled, "Devastation of Our Rain Forests". The entire class discussed the video and ways we can try to save our rain forests and the animals that depend upon them for their existence.</p> <p>6) Literature -Shared Reading-Teacher read and discussed "The Great Kapok Tree" and the Big Book "Rain Forest".</p> <p>7) Extension- Teacher used the KWL to further develop the children's understanding and appreciation of the valued rain forests.</p>	<p>(Cont.)</p> <p>5) Music- Children were given the sheet music to "Lift Every Voice and Sing" and everyone learned and shared in the singing of this Black national anthem.</p> <p>6) Writing (Language Arts)- Using the basic components of the writing process, students wrote essays explaining why they were proud to be Black.</p> <p>7) Feast (Food Sampling)- Each child was asked to bring in a food that was considered ethnic to the Black or Afro-American household.</p>

**GARY KLINSKY CHILDREN'S CENTERS
MONTHLY ACTIVITY SUMMARY**

Larry G. Yancy
P.S. 306

Month: February 1999

GROUP "9" (Grades 2/3)	
<p>(Cont.)</p> <p>8) Math (Graphing)- A graph was created which reflected the student's choices for their favorite rain forest animals.</p> <p>9) Art (Collage)- Children brought in magazines from which they cut pictures that were used in making colorful rain forest collages.</p> <p>10) Presentation Board- Samples of the various components of the group's rain forest theme were selected and displayed on a presentation board.</p> <p>11) The Water Cycle- Teacher explained the complete process called the water cycle and students did a simple informative illustration.</p>	

GARY KLINSKY CHILDREN'S CENTERS MONTHLY ACTIVITY SUMMARY

Larry G. Yancy
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Month: February 1999

GROUP "11" (Grade 4)	GROUP "12" (Grade 6)
<p><u>Introduction to Theme: "America, The Beautiful"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by showing a United States of America map. She next asked children how many states made up our United States. 2) Math (Graphing)- Teacher asked each child which state he/she was born in and a chart was constructed reflecting their responses. 3) Math (Graphing) – A graph was constructed of the states the children had visited in the United States. 4) Social Studies (States and Capitals)- Teacher brought in a short video which used rhyme to teach states and capital cities. 	<p><u>Introduction to Theme: "Ebony – Our Proud Stars, Gems and Moons"</u></p> <ol style="list-style-type: none"> 1) Teacher introduced the theme by showing the children a piece of ebony wood which was carved into an African artifact. 2) Social Studies- Teacher showed the children where ebony trees grow and explained some of the uses of this rich black wood. Teacher also explained that various musical instruments are made of ebony, i.e., oboe, bassoon, clarinets, piano keys, etc. 3) Social Studies (Cultural Expansion)- Teacher explained how in Africa, gifts made of ebony were considered very valuable and cherished.

GARY KLINSKY CHILDREN'S CENTERS

MONTHLY ACTIVITY SUMMARY

Larry G. Yancy
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Month: February 1999

GROUP "11" (Grade 4)	GROUP "12" (Grade 6)
<p>(Cont.)</p> <p>5) Quiz with Treats-A quiz was given to see who knew the most States and capitals. It was done in a contest format of Boys vs. Girls. Treats were water color paint sets.</p> <p>6) Video- Children saw a National Geographic video titled, "America The Beautiful" which showed some of the most breathtaking sites in America.</p> <p>7) Geography- The Teacher showed the children how the United States is divided into sections, i.e., South, Midwest, New England, West, Southwest, etc. Lists were made and the names alphabetized by students.</p>	<p>(Cont.)</p> <p>4) Science (Climatology)- Teacher described the kind of climatic conditions necessary to produce ebony trees. Ebony is known as one of the hardest/strongest woods in the world.</p> <p>5) Show- and-Tell-Children were asked to check at home to see if they had any products made of ebony; they brought them in for show-and-tell.</p> <p>6) Writing (Concept Extension)-Children were told to write short personal essays explaining why they thought famous black people were called the proud ebony stars of our heritage and history. The writing process was used.</p>

GARY KLINSKY CHILDREN'S CENTERS MONTHLY ACTIVITY SUMMARY

Larry G. Yancy
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Month: February 1999

GROUP "11" (Grade 4)	GROUP "12" (Grade 6)
<p>(Cont.)</p> <p>8) Art-Children drew pictures of what they thought about when they thought about America.</p> <p>9) Music-Children learned the words to "America The Beautiful".</p> <p>10) The American Flag-The Teacher explained the history of the flag and what its colors meant. She also explained how it is to be displayed and why.</p> <p>11) Music-Children listened to a recording of "America Pie" by Don McClean.</p>	<p>(Cont.)</p> <p>7) Blacks in Science-Teacher brought in the Resource Book, "Black Scientists, Yesterday, Today, and Tomorrow" and shared its wealth of information with the children.</p> <p>8) Poetry-Students wrote original poems about being Black. The poems were all edited by Teacher and Assistant and then shared with the group.</p> <p>9) Art-Students were asked to draw a design or emblem that they saw as embodying Blackness in our current age. These were mounted and explained in a presentation.</p>

APPENDIX

EMPLOYMENT ADMINISTRATION

1. Equal Opportunity Employer

It is the policy of this organization to seek and employ the best qualified personnel without regard to race, religion, color, creed, national origin, citizenship, age, sex, marital status, or disability. It is further this organization's policy to ensure equal opportunity for the advancement of staff members and equal treatment in the areas of upgrading, training, promotion, transfer, layoff, and termination.

2. Hiring

Upon employment by this organization, all employees are required to complete any and all necessary financial forms and benefit applications as deemed necessary by the Personnel Officer or by his or her designee.

All employees are required to be fingerprinted at the time of hiring and after leaves of absence of six months or greater.

Employment qualifications as stated by an employee or prospective employee on an employment application or related information may be verified, and falsification of such information may jeopardize an employee's standing with this organization or a prospective employee's likelihood of being hired.

3. Regular Full-Time and Temporary Employment

Employees may be hired as regular full-time employees, and as such will be placed on the organization's payroll, will be eligible for all benefits as described in this manual, and will accrue leave as described in this manual.

The organization also may hire part-time staff. Part-time staff are those who are employed for less than 40 hours per work week. Part-time employees are not eligible for benefits or leave accruals as stated in this manual. Time off work without pay for part-time employees may be granted by the Personnel Officer or his or her designee.

4. Adjustments to Employee Status

The Personnel Officer may at any time, but for specified reasons, adjust the salary, benefits (excluding any benefits required by law to be provided), leave accruals, titles, privileges or other personnel policies for any employee either upwards or downwards. Adjustments to employee status may be based upon, but in no way are restricted to, promotions, demotions, changes in job duties, disciplinary actions, and performance adjustments.

5. Phasing Out and Elimination of Positions

From time-to-time it may be necessary to phase-out or eliminate certain positions previously established within the organization. An orderly process has been established by the organization if such phase-out or elimination of positions is necessary.

Anyone whose employment with the organization is terminated because their position is eliminated or phased-out is entitled to compensation for accrued and unused leave as described in the chapter of this manual entitled "Time and Attendance."

6. Unauthorized Absence

An employee who is absent for a period of at least twenty-four (24) consecutive work hours (three days) without notifying the Personnel Officer will be considered to have resigned without giving the required two-week notice, with such resignation effective on the initial date of absence. The determination of unauthorized absence will be made by the Personnel Officer.

If an employee is absent unauthorized as described above, that employee will forfeit compensation for any unused accrued vacation leave as described in the chapter of this manual entitled "Time and Attendance," unless an exception is made by the Personnel Officer. Such an employee will remain eligible for any salary due.

7. If You Must Leave Us

Resignation

An employee who wishes to resign is required to give to the Board of Directors, the Principal, and the Personnel Officer in writing, a minimum of two weeks notice prior to the desired resignation date, unless an exception is made by the Personnel Officer.

Regular full-time employees who resign in accordance with the provisions of this section may be provided with compensation for accrued and unused leave as described in the chapter of this manual entitled "Time and Attendance."

If an employee fails to give a minimum of two weeks notice prior to the desired resignation date, that employee shall forfeit compensation for any unused accrued vacation leave, unless an exception is made by the Personnel Officer. Such an employee remains eligible for any salary due.

Termination

All employees serve at the will of the Board of Directors, and the authority to terminate an employee is vested with the Board of Directors or its designee, and may include but is in no way limited to a decision based upon a violation of any of the policies, procedures, regulations, or restrictions set forth in this manual.

Terminated regular full-time employees may be provided compensation for accrued vacation leave as described in the chapter of this manual entitled "Time and Attendance."

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Application

Name:

Roosevelt children's Academy

vol. 3 (1 of 1)

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Books

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Amendments to the Roosevelt Children's Academy Charter School Application

December 23, 1999

1. *Please provide the following information regarding Victory Schools, Inc. ("VSI") to the extent such information has not been provided in previous submissions.*

a. certificate of incorporation

Attached.

b. by-laws

A draft version is attached.

c. federal and state tax returns for the previous two years

Victory Schools, Inc. was founded in early 1999 and has not yet filed a state or federal tax return.

d. results of annual audits for the previous two years

Victory Schools, Inc. has not yet received an annual audit.

e. if the school intends to enter into a formal contractual relationship with VSI under which the latter will provide management services to the former, a draft of such contract or agreement.

A draft version of the management contract – revised since its original submission to CSI – is attached.

f. background information regarding any charter school that VSI has created, sponsored or managed, including

i. the names and addresses of those charter schools

Sisulu Children's Academy Charter Public School
125 West 115th Street
New York, NY 10025

- ii. *evidence regarding the on-going fiscal stability of each of those schools*

The Sisulu Children's Academy is in sound financial condition, with no debt and actual financial results to date in accordance with the initial budget. We have attached the auditor's review letter from Deloitte & Touche LLP indicating that appropriate accounting and control policies and procedures are in place. Also attached are the most recent unaudited financial statements for the school detailing its financial position as of September 30, 1999.

- iii. *the educational performance of the students in each of those charter schools for the past three years, with the achievement data disaggregated by the categories of gender, free/reduced lunch, special education, limited English proficiency, and at-risk*

Very limited educational performance data is available for Sisulu given its brief operational history (less than one year). The students have already been pre-tested on the Iowa Test of Basic Skills, but performance results have not yet been evaluated.

As a general indicator of educational performance at the school, we are attaching a summary of the students' progress to date on its Core Knowledge standards. We believe this is representative of the student's continued progress toward the educational goals outlined in the school's charter.

- iv. *college-placement rates for the past three years*

Not applicable.

- v. *whether any such charter has been revoked or the school placed on probation or otherwise disciplined*

No such action has been taken.

- vi. *whether any lawsuits have been filed against the organization for education or fiscal mismanagement, civil rights violations, criminal acts, indicating in each instance the status of such suit*

Not applicable.

vii. *whether any such charter school closed, and, if so, the reason for such closure*

Not applicable.

viii. *whether VSI has been denied the ability to conduct business in any state and, if so, the reason for such denial.*

Not applicable.

g. *Information regarding VSI's relationship with other public or non-public schools in either New York or other states including such information as requested in subparts (i-viii) of the immediately preceding request for amendment.*

Amendment to Response #4.

Victory Schools, Inc. has also supported two other applications for New York charter public schools. The Harriet Tubman Charter School in the Bronx was recently approved by the Board of Regents to open in September 2000. The Merrick Academy/Springfield Gardens Charter Public School in Queens is currently pending approval by SUNY/CSI.

2. *Please provide a copy of the school's application procedures, including the proposed timeline for the school's enrollment period, lottery, etc. A description of such procedures is not sufficient. In this regard, please note that the application states, in a footnote at page 11, that the school intends to serve a number of school districts surrounding the Roosevelt Union Free School District, though the school facility is to be located in within the Roosevelt district. The Charter School Act, on the other hand, provides that preference in admissions be given to students residing within the school district in which the school is located. Please ensure that the school's application procedures are consistent with this and the other requirements of the Charter Schools Act. In addition, please provide a specific schedule of outreach measures that the school will engage in prior to and during the school's admission period.*

Amendment to Response #12.

Proposed Timeline for Enrollment Period

Grassroots Marketing to Community Organizations	January - February
Distribution of Handbills/Flyers for Info Sessions	January - April
Open Public Information Session #1	March 30, 2000
Open Public Information Session #2	April 10, 2000
Open Public Information Session #3	April 20, 2000
Additional Information Sessions	As needed
Application Deadline	April 28, 2000
Enrollment Lottery (if needed)	May 12, 2000

Roosevelt Children's Academy Admission Procedures

In accordance with the Charter Schools Act, the school will follow an admissions process that is open to all and easily understood. If there are more applicants than spaces, admission will be determined on the basis of a random lottery.

In January, the school will begin an extensive outreach effort in the Roosevelt district and surrounding areas. A recruiting team composed of proposed Board members, Victory Schools staff, and local volunteers will be formed to focus exclusively on this effort. Through consultation with the proposed Board of Trustees and other local leaders, the recruiting team will identify the day care centers, social service agencies, and other institutions serving families with young children. Members of the recruiting team will visit these institutions, discussing the Roosevelt Children's Academy Charter School, answering questions, passing out information about the school, and advertising organization representatives of the dates of public information sessions.

A series of information sessions will be from late March through the April application deadline. During these six weeks, members of the organizing team will also hand out fliers in the neighborhood of the school site. The school may also send to each community resident a mailing, describing the school, its philosophy, curriculum, and organizers, and including an application form.

Applications will be accepted at information sessions, or by mail at the Victory Schools office. In order for applications to be considered valid, they must be reviewed by a member of the recruiting team, and verified by a card returned to the applicant indicating the application has been checked for completeness. Applications for students less than age 5 as of December 31, 2000, or for grades other than kindergarten, first and second, will not be accepted. Applications will have an attached information sheet explaining the application procedures and the lottery process, in the event that one needs to be held. This information sheet will detail the date, time and place of the lottery, and inform families that they are welcome to attend this public event. If they do not attend, results of the lottery will be mailed out within 48 hours of the event. Results will also be obtainable through calling a specified information number noted in the application information.

The deadline for the first round of applications will be April 28, 2000. If any grade has received applications beyond the number of spots available, a lottery will be held to choose the admitted students for that grade. If a lottery is held, it will be publicly on Friday, May 12. As specified in the Charter Schools Act, preference will be given to students residing in the district where the school is located (the "home district"), and to siblings. Prior to the lottery, all verified information will be noted on a ticket for each student, and the ticket placed in the raffle drum for that student's grade. The tickets for students residing outside of the home district will be placed in separate drums by grade.

Drawing will begin with the set of drums containing the tickets of the students from the home district. Once names of students from the home district have been exhausted, drawing will begin for those students residing outside of the district. Names will be drawn until all available spaces are filled. Drawing will then continue in order to establish a waiting list ranking for each remaining student applying to the school. During the process, preference will also be given to siblings, so that if a student is drawn whose sibling(s) are also applying to the school, those sibling(s) are immediately admitted.

It is important to note that the school fully intends to serve all districts referenced in its charter application, not just Roosevelt. While the school currently expects to locate in the Roosevelt district, the site has not yet been finalized and may ultimately be located in another of the served districts.

Applications received after April 28, 2000, will be received on first-come, first-serve, basis. If a lottery has not been held, these applicants will be admitted to the school by grade in the order in which their applications are received. If a lottery has been held, these applicants will be placed on the waiting list beginning after the last person in each grade selected in the lottery. The school will make every effort to keep parents informed of their status on the waiting list.

3. *The application states that the school "may also pursue service to 'home school' students and students seeking educational assistance, through outreach field services and the placement of curricula online." It is unclear whether expenditure of state funds for either of these purposes would be permitted under the Charter Schools Act or that, even if private funding is used, the school could provide such services. In any event, the application provides insufficient detail regarding such proposed programs. Accordingly, the applicant should amend the application by either (a) eliminating such provision or (b) setting forth specific, concrete and detailed plans for such program, including a statement setting forth the basis under which such program could function within the confines of the Charter Schools Act.*

Amendment to Response # 16.

The Charter School will not be pursuing services to 'home school' students as discussed in the application. All references to such services will be removed from the application.

4. *Please provide a school calendar for the academic year 2000-2001.*

Amendment to Response # 17.

Roosevelt Children's Academy Calendar – 2000/2001

September 4	Monday	Labor Day
September 5	Tuesday	General Staff Orientation
September 6	Wednesday	School Sessions Begin for ALL Students
October 9	Monday	Columbus Day observed – <i>School Closed</i>
TBD	TBD	Yom Kippur – <i>School Closed</i>
TBD	TBD	Election Day – Students will not be in attendance
November 10	Friday	Veterans Day – <i>School Closed</i>
November 23 November 24	Thursday and Friday	Thanksgiving Recess – <i>School Closed</i>
December 22 January 1	Friday through Monday	Winter Recess (incorporating Hanukkah, Christmas and New Year's Day) – <i>School Closed</i>
January 15	Monday	Dr. Martin Luther King, Jr. Day – <i>School Closed</i>
February 19 February 23	Monday through Friday	Midwinter Recess (including President's Day and Washington's Birthday) – <i>School Closed</i>
April 12 April 20	Thursday through Friday	Spring Recess (Including Good Friday, Easter and Passover) – <i>School Closed</i>
May 24 May 25	Thursday and Friday	Snow Days* – <i>School Closed</i>
May 28	Monday	Memorial Day – <i>School Closed</i>
June 20	Wednesday	Last Day of School for ALL Students
June 21	Thursday	Last Day of School for all Classroom Teachers

* Should an emergency occur and the 180 days are not met, May 24, 25 and April 20, 19, 18, 17, 16 will be used, in this sequence, in order to comply with state regulations.

5. *The description of the disciplinary policy should be amended as follows: (a) the school must agree to arrange for and/or provide for alternative education programs for those students who are suspended from the school to the extent required by law; and (b) any person unsatisfied with the outcome of his or her appeal to the charter entity, i.e., the SUNY Board of Trustees, may appeal to the Board of Regents.*

Amendment to Response #18.

The disciplinary policy will be amended to reflect that (a) the school will arrange for and/or provide alternative education programs for any students suspended from the school; and (b) any person unsatisfied with the outcome of his or her appeal to the charter entity may appeal to the Board of Regents.

6. *Please provide the name of the vendor to provide food services to the school that is referenced in the application and any progress made in setting forth the terms of the contract with such a vendor. Please note that if you wish to supply such information on a confidential basis, you must submit such request in writing as set forth at subdivision 89(5)(a)(1) of the Public Officers Law.*

Amendment to Response #20.

Currently, we expect to use Whitsons to provide food services to the school. Whitsons is a local food service provider currently under contract with VSI to serve the Sisulu Children's Academy. The contractual arrangement is expected to be similar to that of Sisulu, for which the contract is attached. The school is also exploring other food service options, and will choose the best available vendor based on quality, price and reliability.

7. *Please provide what procedures, if any, the school intends to implement regarding the provision of medicine to students during the school day. For instance, what procedures/staff will the school have in place in order to provide insulin injections for a diabetic child.*

Amendment to Response #21.

The school intends to employ a part-time nurse who will review students' health records, ensure that their immunizations are up to date, and set up medical and emergency procedures for the school to follow. Parents of a child requiring medication will be asked to fill out a 504 form, allowing the school nurse to administer the medicine if necessary. However, provisions will also be made for the times that the school nurse is not at the school, or students go on a field trip without a nurse. In these cases, the school nurse, the Principal, and the parent will work a specific plan for the child. In the case of a second grader using an inhaler for asthma, he or she will be taught to be self-directed and capable of administering the medication by him or herself. Alternatively, in the case of a kindergartner requiring an injection, the parent or an adult authorized by the parent could visit the school on a scheduled basis to administer the medication.

8. *The application proposes creation of a Grievance Committee to which the Trustees can refer complaints. The Grievance Committee will consist of parents of students currently enrolled in the Academy as well as teachers. It is likely that such a committee may need to review pupils academic and disciplinary records, parts of which may be subject to the Federal Education Records Privacy Act and other applicable laws. In addition, it appears that the committee will be involved in resolving (or, at least, investigating) complaints brought by students, parents and teachers. Accordingly, it is unclear whether the presence of parents in some instances, and teachers in others, may result in the appearance of conflicts of interest and potentially in violations of applicable privacy laws and regulations. The application should be revised accordingly to account for those concerns.*

Amendment to Responses #32 and 39.

The Grievance Committee will only include members of the Board of Trustees who are not parents, teachers or administrators of the school.

9. *While the application indicates that the proposed school will be located within the Roosevelt school district (which by virtue of the preference provisions regarding enrollment may result in it being the district of residence for many if not most of the school's students), the application provides little discussion and no evidence of community support from that district. Please provide such evidence.*

Amendment to Response #32.

Substantial community support for the school has been evidenced in several ways. First, the community has continually demonstrated a strong desire to seek out new educational options for their children - even if it means a struggle to afford them. The area served by the charter school has the *highest* percentage of students attending private schools in all of Nassau County despite having one of the *lowest* median family incomes. Local media has also been providing favorable coverage of the school and the educational alternative it is bringing to the community. In a recent Newsday article (attached), the president of the Amityville Parent-Teacher Council is quoted as saying, "I think that [the charter school] has the potential of being very popular in school systems like ours."

Second, broad based community support for the school is inherent in the composition of our founding Board of Trustees. These key members are community leaders who represent large and diverse constituencies in Roosevelt and Nassau County, all outwardly supportive of the charter school and a new educational option for the community. The substantial commitment and participation of these individuals in founding the charter school and serving on its Board is representative of the strong local support for the school and broad dissatisfaction with the current educational system.

Trustees Robert Francis and Reginald Tuggle are local advisors to the state agency overseeing the Roosevelt school district takeover. In this capacity, they represent the Roosevelt community in determining realistic solutions to the problems currently plaguing the Roosevelt school district. Commissioner Francis also directs the Hempstead Department of Planning and Economic Development, a position for which he was selected based on his ability to represent long-term community interests for the area.

Trustee Robert McMahon also represents a vast constituency of stakeholders in the Nassau schools. He is the executive director of a child-welfare agency operating in 34 locations on Long Island and in New York City. Mr. McMahon is also the President of the North Shore Central School District Board of Education.

10. *In light of the preference provisions regarding enrollment discussed above at Items 2 and 9, please provide a revised discussion of the programmatic and fiscal impact of the establishment of the school on existing public and non-public schools in the community.*

While the school must give preference to students residing within its home district, the Board expects that its student population will be widely dispersed over the entirety of the area it intends to serve, described in the application as central, southern Long Island. Given the Board's emphasis on openness to all students and intention to widely market the school's programs over the region, we expect actual enrollment to be widely dispersed as well. Further, the exact location of the school has not yet been finalized. We believe that the programmatic and fiscal impact submitted in the application is the most accurate we can present at this time.

11. *Please provide the home addresses (or other permanent mailing address) of the proposed members of the School's Board of Trustees (the "School Trustees"). These addresses are required by the Board of Regents in order to draft the School's certificate of incorporation, i.e., its provisional charter. Please clarify that the ex officio position to be held by the chief officer of VSI will be a non-voting position only. Given this fact, please provide an additional, fifth voting member of the Board of School Trustees.*

Amendment to Response #35.

The Board of Trustees ex-officio position held by Steven Klinsky of Victory Schools will be a non-voting position.

The Board of Trustees is currently contemplating the addition of two potential founding Board members, Steve Budhu and Carl Mackey. Both Mr. Budhu and Mr. Mackey have outstanding civic reputation and exhibit the characteristics and ability needed to provide sound and effective leadership to the school. The school will keep CSI apprised of this process and forward contact information for both members as soon as they are added to the Board.

The home addresses for the rest of the Board of Trustees are:

Robert Francis

[REDACTED]
Roosevelt, NY [REDACTED]

Steven B. Klinsky

[REDACTED]
New York, NY [REDACTED]

Robert J. McMahon

[REDACTED]
Sea Cliff, NY [REDACTED]

Ron Ostertag

[REDACTED]
Northport, NY [REDACTED]

Reginald Tuggle

[REDACTED]
Freeport, NY [REDACTED]

REDACTED

12. *As proposed, the terms for the proposed members of the School Trustees are not staggered. Please revise the application to provide for staggered terms or provide the reasons for not so doing.*

In not staggering the terms for Board of Trustees members, we are seeking continuity in the school's management over the life of the charter. This continuity should greatly facilitate the start-up and operation of a highly successful educational institution. We hope and expect that all members will serve the full 5-year duration of the charter.

13. *Please provide the by-laws of the school that the School Trustees propose to adopt upon incorporation. A description or outline of such by-laws is insufficient.*

Amendment to Response #38.

A draft version of the by-laws the school intends to adopt are attached.

14. *The application indicates that VSI will report monthly to the Board on academic progress, curriculum development and other performance and strategic issues. Such reports are however not required by the proposed form of management contract provided to CSI in early June 1999. Cf. Management Contract §4.11 (Reporting by VSI to the Charter School.) with Response No.40. Please explain and amend accordingly.*

Amendment to Response #38.

The revised management contract (attached) reflects that VSI shall provide the Charter School with reports on educational and operational performance bi-monthly, or as requested by the Board.

15. *The application provides that grievances and complaints may be mailed directly to the Secretary of the Board of Trustees, c/o of Charles King, esq. of the Fried, Frank et al. law firm. To the extent that such firm represents VSI in any capacity, receipt by a member of such firm presents a perceived conflict-of-interest. In the event there is such potential conflict, please provide an alternative channel through which complaints are forwarded to the board of trustees. In addition please amend the application to make clear that grievances and complaints may be made in the first instance to the school's board of trustees and that complainants need not seek resolution through school staff or the school director.*

Amendment to Response #43.

To the extent that the use of Fried, Frank et al for delivery of a grievance or complaint to the Board of Trustees represents a conflict of interest with VSI, the grievance or complaint may be delivered directly to the Secretary of the Board of Trustees, or alternatively to counsel retained by the Board of Trustees should they elect to do so.

Complainants need not first seek resolution through school staff or the school director.

16. *The application states that fingerprint checks will be required of all charter school employees. Given that it may not be legal to require such checks of school personnel, please amend the paragraph by adding the phrase "to the extent permitted by law." In addition, please specify what steps the school will take to conduct background checks in the event that fingerprint checks are not feasible.*

Amendment to Response #46.

We will amend the paragraph as requested to reflect that fingerprint checks will be used only "to the extent permitted by law." In the event that fingerprint checks are not feasible, the school will work with a private vendor to perform criminal background checks on prospective employees. Fidelifacts, a private firm, is able to search county records of individuals residing in the tri-state area, and return quick reports on any criminal activities found. These procedures are attached.

17.

- a. *If any material change has occurred in the school's start-up or operating assumptions, i.e., a change in facility, please provide a revised budget with detailed revised assumptions.*

No material changes have occurred in the start-up or operating assumptions.

- b. *Please clarify whether the line item for "Central Services" costs is tied to the actual cost to VSI of providing those services or whether a component of such costs represents additional potential "profit" to VSI. If the former, please provide backup to support this contention; if the latter please identify the profit margin that VSI expects to realize.*

VSI provides Central Services at a cost to the school that the company believes is lower than could be provided for by the school itself, and lower than the similar cost of service provision by the local Board of Education for the schools it supports. The Central Service fee is charged proportional to revenues, rather than underlying expenses, and therefore may be higher or lower than the actual cost of service. With VSI currently providing services to only one school, revenues from Central Service fees are far less than the actual costs. At some point in the future, VSI's economies of scale may create an operating surplus. It is unclear, however, when this may occur.

- c. *"Cafeteria/Food" revenues equal expenditures. Please provide backup for this assumption.*

As stated above, the school intends to contract with Whitsons under a similar service arrangement to that entered into by the Sisulu Children's Academy, also managed by VSI. It is stipulated in the contract that Whitsons will provide food service at a cost equal to the school's food reimbursement revenues.

- d. *Please provide backup to your assumption that revenues per special education pupil will equal \$16,000, i.e., \$8,000 per pupil in excess of the AOE/TAPU, and that special education expenses will equal revenue.*

It is unclear at this time how much additional funding above the \$8,000 base capitation the school will receive for provision of required special education services. It is the school's expectation that special education funding from federal, state and local sources will cover the costs of service provision. This issue is currently under discussion with James Merriman at CSI. Any funds that are received will be applied directly to the provision of special education services with any surplus or deficit accruing to the school's operating budget.

- e. *Please indicate whether the budget provides an expense line for retention of counsel to the School Trustees, i.e., counsel retained by the Trustees, not by VSI as well as Board expenses associated with its oversight over its management contract with VSI.*

Amendment to Response #54.

The budget will be revised to allow for the Board to retain independent counsel and to oversee its management contract with VSI.

18. *Please provide an update on the facility that the school intends to occupy. If a specific facility has been identified, please provide the following: all pertinent financial arrangements (e.g. lease or sale; by which entity, the school or VSI, etc.) Please also provide the certificate of occupancy or, in lieu thereof, a written statement from an architect, engineer or other qualified professional indicating that the facility is eligible for a certificate of occupancy as a school. If the facility is not so eligible, the written statement should set forth the approximate dollar amount of repairs/renovations necessary to obtain all necessary permits and certificates and timetable detailing the steps necessary to be taken. Please note that material that is deemed a trade secret, or that if disclosed would cause substantial injury to the competitive position of a commercial enterprise, may be submitted to us with a request to maintain it as confidential under the Freedom of Information Law.*

Amendment to Responses #60-62.

It is still probable that we will be using the Centennial Building in Roosevelt for the school facility. We also have several real estate brokers working with us to identify alternative sites should the Centennial Building fall through.

19. *Under the New York Charter Schools Act of 1998 (the "Act"), assets of a charter school upon dissolution may be transferred to another charter school within the same school district or, if none, to the school district itself. Please revise your response accordingly in the event that proceeds from school property sold at fair value exceed the school's debts.*

Amendment to Response #66.

In the event of dissolution, charter school assets will be transferred to another charter school within the same school district, or to the school district itself.

PRIVILEGED & CONFIDENTIAL

DRAFT 12/22/99

BY-LAWS
OF
THE ROOSEVELT CHILDREN'S ACADEMY
CHARTER PUBLIC

ARTICLE I

Name and Office

Section 1. Name. This Corporation is a charitable, educational and non-profit corporation and shall be known as the "Roosevelt Children's Academy — Charter School," herein referred to as the "Academy."

Section 2. Office. The Academy shall have its principal office in the City of New York, State of New York and shall be deemed, for the purposes of venue in civil actions, to be an inhabitant and a resident thereof. The Academy may establish offices in such other place or places as it may deem necessary or appropriate in the conduct of its business.

ARTICLE II

Members

Section 1. Members. The Academy shall have no members.

ARTICLE III

Board of Trustees

Section 1. Authority. The business and affairs of the Academy shall be managed and controlled under the general direction of the Board of Trustees in accordance with the purposes and limitations set forth in the Provisional Charter.

Section 2. Composition. The Board of Trustees shall be composed as follows:

A. The Officers of the Academy consisting of the Chairperson of the Board of Trustees and Executive Director, the Secretary and Treasurer of the Academy, each of whom shall be a Trustee;

B. The president of the Parent-Teacher's Association, who shall be an ex-officio Trustee for the length of his or her term as president of the Parent-Teacher's Association;

C. The Chief Executive Officer of Victory Schools Inc., currently Steven B. Klinsky, who shall be an ex-officio Trustee and a non-voting member;

D. During the period from the time that the Provisional Charter is declared effective to the annual meeting of the Trustees that is no less than four (4) and no more than five (5) years thereafter, those individuals who are named as Initial Trustees in the;

E. Additional trustees from among individuals of high moral character who are leaders in the Academy's community or in the nation, and who have evidenced sincere concern for the welfare of children and the improvement of education. Each Trustee shall be at least eighteen (18) years of age; provided, however, that one Trustee may be below eighteen years of age but not less than sixteen (16) years of age. To become a Trustee, a person shall be nominated by a current Trustee [three (3) months] before the annual meeting. Trustees shall be elected by a majority vote of the Trustees present at the annual meeting, provided that those present constitute a quorum;

F. Trustees, other than the Initial Trustees, will be elected to serve terms of five (5) years dating from the day of their election and extending to the date of the annual meeting of the Trustees five (5) years thereafter. All Trustees shall be eligible for re-election;

G. The number of Trustees constituting the entire Board of Trustees after the first annual meeting of the Board of Trustees shall be [], but in no event shall the entire Board consist of more than fifteen (15) Trustees;

Section 3. Vacancies. Temporary vacancies shall be filled for the remainder of an unexpired term by vote of a majority of Trustees then in office.

Section 4. Compensation. Trustees as such shall not receive any stated salaries for their services, but by resolution of the Board of Trustees, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each special meeting of the Board of Trustees; but nothing herein contained shall be construed to preclude any Trustee from serving the Academy in any other capacity and receiving compensation therefor.

Section 5. Meetings. The Board of Trustees shall meet at bi-monthly during the school year and as appropriate over the summer recess on dates to be determined in advance by the Executive Committee; one of these meetings will be the annual meeting. Special meetings of the Board of Trustees may be called at any time by the Chairman of the Board, or upon request of a majority of the Trustees or a majority of the Executive Committee. Provided there is a quorum, every meeting of the Board of Trustees held to discuss public business will be open to the general public, including official meetings of committees and subcommittees.

Section 6. Executive Session. To enter executive session, a motion for executive session must be made during a meeting; the subject of the meeting must be specifically identified; and the motion to conduct the executive session must be carried by a majority vote of the Trustees.

Topics for an executive session will be limited to those few confidential matters identified in the Open Meetings Law.

Section 7. Notices. Written notice of annual or special meetings of the Board of Trustees shall be given to Trustees at least ten (10) days prior to the date set. Notice thereof shall state the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for holding such meeting and shall indicate that it is being issued by or at the direction of the person or persons calling the meeting.

Section 8. Notice to the General Public. If a meeting is scheduled at least one week in advance, notice of its time and place will be given to the news media and conspicuously posted in one or more designated public locations at least 72 hours before the meeting. If a meeting is scheduled less than one week in advance, notice of the time and place of the meeting will be given to the news media, to the extent practicable, and will be conspicuously posted in one or more designated locations at a reasonable time before the meeting.

Section 9. Quorum. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum.

Section 10. Voting. Each member of the Board of Trustees shall be entitled to one vote at meetings of the Board of Trustees.

Section 11. Action without a Meeting. Any action required or permitted to be taken by the Board of Trustees or any committee thereof may be taken without a meeting if all Trustees or members of the committee consent in writing to the adoption of a resolution authorizing such action. The resolution and written consents thereto shall be filed with the minutes of the proceedings of the Board of Trustees.

Section 12. Powers. The Board of Trustees of the Academy shall:

A. Formulate the general policy to be followed in the management of the affairs, property and business of the Academy;

B. Designate an executive committee and other standing committees by resolution passed by a majority of the entire Board of Trustees, each committee to consist of three (3) or more of the Trustees of the Academy. The Board of Trustees may designate one or more Trustees as alternate members of any standing committee, who may replace any absent or disqualified member at any meeting of such committee. Each standing committee, to the extent provided in the resolution or in the Provisional Charter or By-Laws, shall have and may exercise all the powers and authority of the Board of Trustees and may authorize the seal of the Academy to be affixed to all papers which require it, except that no such committee shall have authority as to the following matters: (1) the filling of vacancies in the Board of Trustees or in any committee; (2) the fixing of compensation of the Trustees for serving on the Board of Trustees or on any committee; (3) the amendment or repeal of the By-Laws or the adoption of new by-Laws; or (4) the amendment or repeal of any resolution of the Board of Trustees which by its terms shall not be so amendable or repealable. Each standing committee shall serve at the pleasure of the Board of Trustees, and shall have such name as may be determined from time to time by

resolution adopted by the Board of Trustees. Each committee shall keep regular minutes of its meetings and report the same to the Board of Trustees;

- C. Create such special committees as may be deemed desirable. The members of such committees shall be appointed by the Chairman of the Board;
- D. Elect or appoint Officers of the Academy;
- E. Hire the Academy's Principal/School Director, Site Manager and teachers, based upon nominations submitted by Victory Schools, Inc.; and, approve or reject a decision by Victory Schools, Inc. to dismiss the Academy's Principal/School Director;
- F. Monitor Victory Schools, Inc.'s budgeting, regulatory compliance and academic performance with respect to the Academy and discharge Victory Schools, Inc. if contractually-established performance standards are not met;
- G. Remove a Trustee of the Academy for cause and remove an Officer with or without cause;

All powers exercised by the Board of Trustees shall be consistent with the objectives and purposes for which the Academy is formed and the provisions of Section 501 (C) (3) of the Internal Revenue Code.

ARTICLE IV

Executive Committee of the Board of Trustees

Section 1. Appointment. There shall be an Executive Committee of the Board of Trustees, which Committee shall consist of the Chairperson of the Board of Trustees, who shall preside at all meetings; the Secretary; the Treasurer; and not less than two members of the Board of Trustees elected by the members thereof or, in the absence of such election, appointed by the Executive Committee.

Section 2. Quorum. A majority of the members of the Committee shall constitute a quorum at all meetings.

Section 3. Powers. The Executive Committee shall have and may exercise all the powers of the Board of Trustees in the management of the business and affairs of the Academy during intervals between meetings of the Board of Trustees, including the power to appoint officers, to hire the Academy's Principal/School Director, Site Manager and teachers, to affix the Seal of the Academy to all instruments that may require such action, and in general to control and manage the affairs of the Academy. The Executive Committee shall inform the Board of Trustees of all of its actions, at the next meeting of the Board of Trustees.

Section 4. Meetings. Meetings of the Executive Committee may be called at any time by the Chairperson, President or majority of the members of the Executive Committee.

Section 5. Notice. Notice of all meetings of the Executive Committee shall be given by either written notice, facsimile, telegraph or other means of electronic transmission. Notice shall be transmitted [at least ten (10) days] prior to the meeting. A waiver of notice in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE V

Officers

Section 1. Officers. Officers of the Academy shall consist of a Chairperson of the Board of Trustees and Executive Director, a Secretary and a Treasurer. In addition, the Board of Trustees may designate Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers.

Section 2. Selection. The Officers shall be elected by the Board of Trustees [at the annual meeting of the Trustees].

Section 3. Terms of Offices. Officers shall serve for a period of [three (3) years], unless a shorter time is specified in their election, and shall be eligible for re-election.

Section 4. Vacancies. In the interval between meetings of the Board of Trustees, any vacancies among the Officers may be filled by the Executive Committee for the unexpired term of the Officer.

Section 5. Resignations. Any Officer of the Academy may resign at any time by giving written notice of his or her resignation to Chairperson or the Secretary of the Academy. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective is not specified therein, immediately upon receipt. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

Section 6. Chairperson of the Board of Trustees. The Chairperson of the Board of Trustees shall preside over all meetings of the Board of Trustees. In his or her absence, the Secretary, or the Trustee in attendance possessing the most seniority in that office, in that order, shall preside. He or she shall appoint members of special committees. He or she shall also perform such other duties as may from time to time be assigned to him or her by the Board of Trustees or Executive Committee.

Section 7. The Executive Director. The Chairperson of the Board of Trustees in his or her capacity as Executive Director, as chief officer of the Academy, and a member of the Board of Trustees, shall exercise general supervision over the business of the Academy and shall recommend the adoption of policies in furtherance of the business. The Executive Director shall:

A. See that all orders and resolutions of the Board of Trustees and the Executive Committee are carried out;

B. Have general supervision and direction of the other Officers of the Academy and shall see that their duties are properly performed;

C. Be an ex officio a member of all standing committees;

Section 8. Secretary. The Secretary shall keep, or cause to be kept, the minutes of all Trustee and Executive Committee meetings of the Academy. He or she shall be custodian of the records and the seal of the Academy and affix and attest the seal to all documents to be executed on behalf of the Academy under its seal. He or she shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law. He or she shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him or her by the Board of Trustees or Executive Committee.

Section 9. Treasurer. The Treasurer shall have the custody of the funds and securities of the Academy and shall cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Academy, and shall deposit or cause to be deposited all monies and other valuable effects in the name and to the credit of the Academy in such depositories as may be designated by the Board of Trustees or the Executive Committee. The Treasurer shall disburse the funds of the Academy as may be ordered by the Board of Trustees, or the Executive Committee, taking proper vouchers for the disbursements, and shall render to the Chairperson, the Board of Trustees, and the Executive Committee, at meetings and whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Academy, provided that routine transactions may be delegated to the Staff. The Treasurer shall perform such other duties as the Board of Trustees or the Executive Committee may from time to time prescribe or require.

Section 10. Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers may be appointed by the Board of Trustees or Executive Committee, and shall perform such duties as may be prescribed from time to time by the Board of Trustees or the Executive Committee. They shall not, ex officio, become either Trustees or members of the Executive Committee.

Section 11. General Counsel. The Chairperson, subject to the approval of the Executive Committee, shall have authority to name a person to serve as General Counsel to the Academy. The term of the General Counsel shall not extend beyond the first annual meeting of the Academy held subsequent to his or her appointment. The General Counsel may, however, be reappointed. The General Counsel shall not, ex officio, serve as either a Trustee or member of the Executive Committee.

ARTICLE VI

Principal/School Director

Section 1. Selection. A Principal/School Director nominated by Victory Schools, Inc. shall be appointed and employed by the Executive Committee.

Section 2. Powers. The Principal/School Director shall be responsible for the enrollment, safety, education and behavior of students; for the hiring, training, promotion and dismissal of teachers; for parent involvement, parent communication and parent satisfaction; and for relations with the community as a whole. The Principal/School Director shall submit to the Board of Trustees, at a regularly scheduled meeting no fewer than four times per year and as requested, a full report on the condition and progress of his or her responsibilities. He or she shall be present at all meetings of the Board of Trustees and the Executive Committee (except when in executive session), but shall not be entitled to vote.

ARTICLE VII

Site Manager

Section 1. Selection. A Site Manager nominated by Victory Schools, Inc. shall be appointed and employed by the Executive Committee.

Section 2. Powers. The Site Manager shall be responsible for the financial and business affairs of the Academy including: bookkeeping, transportation, food services, custodial and building maintenance, supplies, treasury and audit. The Site Manager shall submit to the Board of Trustees, at a regularly scheduled meeting no fewer than four (4) times per year and as requested, a full report on the condition and progress of his or her responsibilities. He or she shall be present at all meetings of the Board of Trustees and the Executive Committee (except when in executive session), but shall not be entitled to vote.

ARTICLE VIII

Standing Committees

Section 1. Grievance Committee. The Grievance Committee shall be vested with the responsibility for reviewing complaints received by the Board of Trustees from the community. The Grievance Committee, which shall consist of Board members who are not parents, teachers and administrators of the school, shall make non-binding recommendations to the Board of Trustees.

Section 2. Budget and Finance Committee. The Budget and Finance Committee shall review the regular budget and other fiscal reports to be submitted by Victory Schools, Inc. to the Board of Trustees on a quarterly basis. The Treasurer shall be the Chairperson of this committee.

Section 3. Development Committee. The Development Committee shall be vested with the responsibility of securing general and special purpose contributions to the Academy.

Section 4. Program Committee. The Program Committee shall plan and coordinate programs for the Academy which shall be designed to advance the purposes of the Academy, either alone or in cooperation with others.

ARTICLE IX

General Provisions

Sec. 1. Fiscal Year. The fiscal year of the Academy shall be from January 1 through December 30. The fiscal year of the Academy may be changed by resolution of the Board of Trustees.

Sec. 2. Books, List and Records. The Academy shall keep, at its office in written form, correct and complete books and records of account and minutes of the meetings of the Board of Trustees, the Executive Committee and such committees as from time to time may be designated by the Board of Trustees. When the Academy receives a request for information under the Freedom of Information Law, it will respond in the following manner: (1) within five (5) business days of receipt of a written request, the Academy will either make the information available to the person requesting it, deny the request in writing, or provide a written acknowledgment of receipt of the request that supplies an approximate date for when the request will be granted or denied; (2) if an individual is denied access to a record, he or she may, within thirty (30) days, appeal such denial to the Principal/School Director of the Academy or his or her designee; (3) upon timely receipt of such an appeal, the Academy will, within ten (10) business days of the receipt of the appeal, fully explain the reasons for further denial or provide access to the record sought. The Academy also will forward a copy of the appeal, as well as its ultimate determination, to the Committee on Open Government. The Academy may deny access to a requested record for a variety of reasons, including that: (1) such access would constitute an unwarranted invasion of personal privacy; (2) such records are compiled for law enforcement purposes; and, (3) such records are inter-agency or intra-agency materials which are not statistical or factual tabulations of data, instructions to staff that affect the public, or a final policy.

ARTICLE X

Amendment

Section 1. Amendments. These By-Laws may be amended, altered or repealed by the Board of Trustees by a three-fourths vote of those present, provided that those present constitute a quorum and further provided that notice of the meeting shall give notice of the proposed repeal, alteration or amendment of the By-Laws as a purpose of the meeting.

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "VICTORY SCHOOLS INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF MARCH, A.D. 1999, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

3014154 8100

991090613

AUTHENTICATION:

9617370

DATE:

03-09-99

CERTIFICATE OF INCORPORATION
OF
VICTORY SCHOOLS INC.

Pursuant to § 102 of the General Corporation Law
of the State of Delaware

The undersigned, in order to form a corporation pursuant to Section 102 of the General Corporation Law of Delaware, does hereby certify:

FIRST: The name of the Corporation is Victory Schools Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is 9 East Lookerman Street, Dover, DE 19901. The name of its registered agent at such address is National Corporate Research, Ltd., in Kent County.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 1,000 shares of Common Stock, par value \$.01 per share.

FIFTH: The name and mailing address of the Incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Marsha Durham	Fried, Frank, Harris, Shriver & Jacobson One New York Plaza - 26 th Floor New York, New York 10004

SIXTH: The Board of Directors is expressly authorized to adopt, amend, or repeal the by-laws of the Corporation.

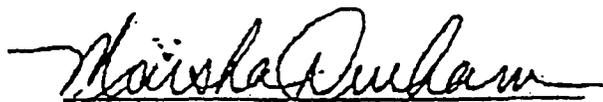
SEVENTH: Elections of directors need not be by written ballot unless the by-laws of the Corporation shall otherwise provide.

EIGHTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty

as a director; provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of Delaware is hereafter amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of Delaware as so amended. Any repeal or modification of this Article EIGHTH by the stockholders of the Corporation or otherwise shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH: The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of March, 1999 and I affirm that the foregoing certificate is my act and deed and that the facts stated therein are true.



Marsha Durham, Incorporator
1 New York Plaza
New York, New York 10004

DRAFT CO:010:AHOF

BY-LAWS OF
VICTORY SCHOOLS, INC.
(A Delaware Corporation)

ARTICLE I

Offices

SECTION 1. Registered Office. The registered office of the Corporation within the State of Delaware shall be in the City of [], County of [].

SECTION 2. Other Offices. The Corporation may also have an office or offices other than said registered office at such place or places, either within or without the State of Delaware, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

ARTICLE II

Meetings of Stockholders

SECTION 1. Place of Meetings. All meetings of the stockholders for the election of directors or for any other purpose shall be held at any such place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver thereof.

SECTION 2. Annual Meeting. The annual meeting of stockholders, commencing with the year [], shall be held at [] A.M. on the [] of [], if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, at [] A.M., or at such other date and time as shall be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver thereof. At such annual meeting, the stockholders shall elect, by a plurality vote, a Board of Directors and transact such other business as may properly be brought before the meeting.

SECTION 3. Special Meetings. Special meetings of stockholders, unless otherwise prescribed by statute, may be called at any time by the Board of Directors or the Chairman of the Board, if one shall have been elected, or the President and shall be called by the Secretary upon the request in writing of a stockholder or stockholders holding of record at least [] percent of the voting power of the issued and outstanding shares of stock of the Corporation entitled to vote at such meeting.

SECTION 4. Notice of Meetings. Except as otherwise expressly required by statute, written notice of each annual and special meeting of stockholders stating the date, place and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder of record entitled to vote thereat not less than ten nor more than sixty days before the date of the meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. Notice shall be given personally or by mail and, if by mail, shall be sent in a postage prepaid envelope, addressed to the stockholder at his address as it appears on the records of the Corporation. Notice by mail shall be deemed given at the time when the same shall be deposited in the United States mail, postage prepaid. Notice of any meeting shall not be required to be given to any person who attends such meeting, except when such person attends the meeting in person or by proxy for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, or who, either before or after the meeting, shall submit a signed written waiver of notice, in person or by proxy. Neither the business to be transacted at, nor the purpose of, an annual or special meeting of stockholders need be specified in any written waiver of notice.

SECTION 5. List of Stockholders. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city, town or village where the meeting is to be held, which place shall be specified in the notice of meeting, or, if not specified, at the place where the meeting is to be held. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 6. Quorum. Adjournments. The holders of a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented by proxy at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or, if after adjournment a new record date is set, a notice of

the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 7. Organization. At each meeting of stockholders, the Chairman of the Board, if one shall have been elected, or, in his absence or if one shall not have been elected, the President shall act as chairman of the meeting. The Secretary or, in his absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting shall act as secretary of the meeting and keep the minutes thereof.

SECTION 8. Order of Business. The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

SECTION 9. Voting. Except as otherwise provided by statute or the Certificate of Incorporation, each stockholder of the Corporation shall be entitled at each meeting of stockholders to one vote for each share of capital stock of the Corporation standing in his name on the record of stockholders of the Corporation:

(a) on the date fixed pursuant to the provisions of Section 7 of Article V of these By-Laws as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting;
or

(b) if no such record date shall have been so fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given, or, if notice is waived, at the close of business on the date next preceding the day on which the meeting is held.

Each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for him by a proxy signed by such stockholder or his attorney-in-fact, but no proxy shall be voted after three years from its date, unless the proxy provides for a longer period. Any such proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for so delivering such proxies. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote thereon, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there by such proxy, and shall state the number of shares voted.

SECTION 10. Inspectors. The Board of Directors may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting shall, or if inspectors shall not have been appointed, the chairman of the meeting may, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

SECTION 11. Action by Consent. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, by any provision of statute or of the Certificate of Incorporation or of these By-Laws, the meeting and vote of stockholders may be dispensed with, and the action taken without such meeting and vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of stock of the Corporation entitled to vote thereon were present and voted.

ARTICLE III

Board of Directors

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

SECTION 2. Number, Qualifications, Election and Term of Office. The number of directors constituting the initial Board of Directors shall be []. Thereafter, the number of directors may be fixed, from time to time, by the affirmative vote of a majority of the entire Board of Directors or by action of the stockholders of the Corporation. Any decrease in the number of directors shall be effective at the time of the

next succeeding annual meeting of stockholders unless there shall be vacancies in the Board of Directors, in which case such decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the number of such vacancies. Directors need not be stockholders. Except as otherwise provided by statute or these By-Laws, the directors (other than members of the initial Board of Directors) shall be elected at the annual meeting of stockholders. Each director shall hold office until his successor shall have been elected and qualified, or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws.

SECTION 3. Place of Meetings. Meetings of the Board of Directors shall be held at such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine or as shall be specified in the notice of any such meeting.

SECTION 4. Annual Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such other time or place (within or without the State of Delaware) as shall be specified in a notice thereof given as hereinafter provided in Section 7 of this Article III.

SECTION 5. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may fix. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by statute or these By-Laws.

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, if one shall have been elected, or by two or more directors of the Corporation or by the President.

SECTION 7. Notice of Meetings. Notice of each special meeting of the Board of Directors (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 7, in which notice shall be stated the time and place of the meeting. Except as otherwise required by these By-Laws, such notice need not state the purposes of such meeting. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to him at his residence or usual place of business, by first class mail, at least two days before the day on which such meeting is to be held, or shall be sent addressed to him at such place by telegraph, cable, telex, telecopier or other similar means, or be delivered to him

personally or be given to him by telephone or other similar means, at least twenty-four hours before the time at which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting, except when he shall attend for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 8. Quorum and Manner of Acting. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and, except as otherwise expressly required by statute or the Certificate of Incorporation or these By-Laws, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to all of the directors unless such time and place were announced at the meeting at which the adjournment was taken, in which case such notice shall only be given to the directors who were not present thereat. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors shall act only as a Board and the individual directors shall have no power as such.

SECTION 9. Organization. At each meeting of the Board of Directors, the Chairman of the Board, if one shall have been elected, or, in the absence of the Chairman of the Board or if one shall not have been elected, the President (or, in his absence, another director chosen by a majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary or, in his absence, any person appointed by the chairman shall act as secretary of the meeting and keep the minutes thereof.

SECTION 10. Resignations. Any director of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 11. Vacancies. Any vacancy in the Board of Directors, whether arising from death, resignation, removal (with or without cause), an increase in the number of directors or any other cause, may be filled by the vote of a majority of the directors then in office, though less than a quorum, or by the sole remaining director or by the stockholders at the next annual meeting thereof or at a special meeting thereof. Each director so elected shall hold office until his successor shall have been elected and qualified.

SECTION 12. Removal of Directors. Any director may be removed, either with or without cause, at any time, by the holders of a majority of the voting power of the issued and outstanding capital stock of the Corporation entitled to vote at an election of directors.

SECTION 13. Compensation. The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

SECTION 14. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, including an executive committee, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. [In addition, in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.]*

Except to the extent restricted by statute or the Certificate of Incorporation, each such committee, to the extent provided in the resolution creating it, shall have and may exercise all the powers and authority of the Board of Directors and may authorize the seal of the Corporation to be affixed to all papers which require it. Each such committee shall serve at the pleasure of the Board of Directors and have such name as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

SECTION 15. Action by Consent. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors or such committee, as the case may be.

SECTION 16. Telephonic Meeting. Unless restricted by the Certificate of incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of

*Optional. See Del. Gen. Corp. Law §141(e).

which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV

Officers

SECTION 1. Number and Qualifications. The officers of the Corporation shall be elected by the Board of Directors [or by the stockholders] and shall include the President, one or more Vice-Presidents, the Secretary and the Treasurer. If the Board of Directors [or the stockholders]* wishes [wish], it [either] may also elect as an officer of the Corporation a Chairman of the Board and may elect other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries) as may be necessary or desirable for the business of the Corporation. Any two or more offices may be held by the same person, and no officer except the Chairman of the Board need be a director. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as hereinafter provided in these By-Laws:

SECTION 2. Resignations. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon receipt. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

SECTION 3. Removal. Any officer of the Corporation may be removed, either with or without cause, at any time, by the Board of Directors at any meeting thereof.

SECTION 4. Chairman of the Board. The Chairman of the Board, if one shall have been elected, shall be a member of the Board, an officer of the Corporation and, if present, shall preside at each meeting of the Board of Directors or the stockholders. He shall advise and counsel with the President, and in his absence with other executives of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

SECTION 5. The President. The President shall be the chief executive officer of the Corporation. He shall, in the absence of the Chairman of the Board or if a

*Optional. Del. Gen. Corp. Law §142(b) permits the officers to be elected in the manner provided in the by-laws. In certain closely held corporations, it may be desirable to permit officers to be elected by the stockholders.

Chairman of the Board shall not have been elected, preside at each meeting of the Board of Directors or the stockholders. He shall perform all duties incident to the office of President and chief executive officer and such other duties as may from time to time be assigned to him by the Board of Directors.

SECTION 6. Vice-President. Each Vice-President shall perform all such duties as from time to time may be assigned to him by the Board of Directors or the President. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors (or if there be no such determination, then the Vice-Presidents in the order of their election), shall perform the duties of the President, and, when so acting, shall have the powers of and be subject to the restrictions placed upon the President in respect of the performance of such duties.

SECTION 7. Treasurer. The Treasurer shall

(a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation;

(b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;

(c) deposit all moneys and other valuables to the credit of the Corporation in such depositaries as may be designated by the Board of Directors or pursuant to its direction;

(d) receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever;

(e) disburse the funds of the Corporation and supervise the investments of its funds, taking proper vouchers therefore;

(f) render to the Board of Directors, whenever the Board of Directors may require, an account of the financial condition of the Corporation; and

(g) in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 8. Secretary. The Secretary shall

(a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board of Directors, the committees of the Board of Directors and the stockholders;

(b) see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;

(c) be custodian of the records and the seal of the Corporation and affix and attest the seal to all certificates for shares of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;

(d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and

(e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 9. The Assistant Treasurer. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as from time to time may be assigned by the Board of Directors.

SECTION 10. The Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties as from time to time may be assigned by the Board of Directors.

SECTION 11. Officers' Bonds or Other Security. If required by the Board of Directors, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety as the Board of Directors may require.

SECTION 12. Compensation. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE V

Stock Certificates and Their Transfer

SECTION 1. Stock Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the Chairman of the Board or the President or a Vice-President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restriction of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

SECTION 2. Facsimile Signatures. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

SECTION 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct sufficient to indemnify it against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

SECTION 4. Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its records; provided, however, that the Corporation shall be entitled to recognize and enforce any lawful restriction on transfer. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of transfer if, when the certificates are presented to the

Corporation for transfer, both the transferor and the transferee request the Corporation to do so.

SECTION 5. Transfer Agents and Registrars. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

SECTION 6. Regulations. The Board of Directors may make such additional rules and regulations, not inconsistent with these By-Laws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 7. Fixing the Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 8. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments a person registered on its records as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI

Indemnification of Directors and Officers

SECTION 1. General. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 3. Indemnification in Certain Cases. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 4. Procedure. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum

is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders.

SECTION 5. Advances for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VI.

SECTION 6. Rights Not-Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

SECTION 7. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VI.

SECTION 8. Definition of Corporation. For the purposes of this Article VI, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

SECTION 9. Survival of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to this Article VI shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

General Provisions

SECTION 1. Dividends. Subject to the provisions of statute and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of stock of the Corporation, unless otherwise provided by statute or the Certificate of Incorporation.

SECTION 2. Reserves. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors may, from time to time, in its absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors may think conducive to the interests of the Corporation. The Board of Directors may modify or abolish any such reserves in the manner in which it was created.

SECTION 3. Seal. The seal of the Corporation shall be in such form as shall be approved by the Board of Directors.

SECTION 4. Fiscal Year. The fiscal year of the Corporation shall be fixed, and once fixed, may thereafter be changed, by resolution of the Board of Directors.

SECTION 5. Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

SECTION 6. Execution of Contracts, Deeds, Etc. The Board of Directors may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

SECTION 7. Voting of Stock in Other Corporations. Unless otherwise provided by resolution of the Board of Directors, the Chairman of the Board or the President, from time to time, may (or may appoint one or more attorneys or agents to) cast the votes which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose shares or securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation. In the event one or more attorneys or agents are appointed, the Chairman of the Board or the President may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent. The Chairman of the Board or the President may, or may instruct the attorneys or agents appointed to, execute or cause to be executed in the name and on behalf of the Corporation and under its seal or otherwise,

such written proxies, consents, waivers or other instruments as may be necessary or proper in the circumstances.

ARTICLE VIII

Amendments

These By-Laws may be amended or repealed or new by-laws adopted (a) by action of the stockholders entitled to vote thereon at any annual or special meeting of stockholders or (b) if the Certificate of Incorporation so provides, by action of the Board of Directors at a regular or special meeting thereof. Any by-law made by the Board of Directors may be amended or repealed by action of the stockholders at any annual or special meeting of stockholders.

VICTORY SCHOOLS INC.CHARTER SCHOOL MANAGEMENT CONTRACT

This Charter School Management Contract (this "Agreement") is made as of the _____ day of _____, 1999 between Victory Schools Inc., a New York corporation ("VSI"), and Roosevelt Children's Academy Charter School, Inc., a New York non-profit corporation (the "Charter School").

PRELIMINARY STATEMENT

WHEREAS, VSI is in the business of educating children in accordance with the philosophy set forth herein, and of operating and providing educational management services to charter schools;

WHEREAS, the Charter School is the grantee of a charter (the "Charter") from the State University of New York pursuant to the New York Charter Schools Act of 1998 (as such provisions may be amended and in effect from time to time, the "ACT") to operate as a charter school, and

WHEREAS, the Charter School desires that VSI shall undertake responsibility for all aspects of the management and operation of the Charter School, and shall provide substantially all educational services to the Charter School;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. General Requirements. For and during the term of the Agreement, VSI shall manage and operate the Charter School consistent with the mission, education philosophy, school design, governance structure, fee structure, discipline policy and other items, (the "Founding Design") set forth in the Charter School's application for charter (the "Application"), which is attached to this agreement for reference. The Charter School and each member of the Charter School's Board of Trustees (the "Board") will actively support VSI in accomplishing the Founding Design, in maintaining full enrollment, in maintaining community support, in preventing operating deficits and in achieving the academic and financial plans set forth in the Application. VSI, the Charter School and the Board believe that educational services can be most effectively delivered in a competitive, free-market environment. The Board, parents and others involved with the School recognize that it is appropriate for VSI to earn a profit for its management and financial services, and is consistent with attaining the School's stated educational objectives.

2. The Role of VSI. VSI is committed to the effective education of children in a supportive, stimulating and innovative environment. In furtherance of this commitment, the role of VSI is to assume broad responsibility for the management of the educational process at the Charter School, as more specifically delineated in Section 4 of this Agreement.

3. The Role of the Charter School. The role of the Charter School, acting through the Board, is to oversee and monitor the operations and educational process at the Charter School. The Board's role is as follows:

- (a) To establish and protect the Charter School's mission, consistent with the Founding Design.
- (b) To hire the management contractor and monitor its performance in meeting the Charter School's goals for student learning.
- (c) To receive and review VSI's reports.
- (d) To work closely with VSI during the term of this Agreement.
- (e) To set broad policy for the Charter School, consistent with the Founding Design.
- (f) To approve the Charter School's strategic plan, consistent with the Founding Design.
- (g) To work with VSI to facilitate day-to-day operations of the Charter School.
- (h) To participate in fund raising activities for the Charter School, and to seek to prevent operating deficits.
- (i) To approve the hiring of a School Director by VSI.
- (j) To approve an annual budget in accordance with Section 4.7.
- (k) To represent the school to the local community.

4. Rights and Obligations of VSI. In order to assist the Charter School in carrying out the terms of the Charter and in complying with its responsibilities thereunder and under the Act and any and all other applicable laws and regulations, VSI agrees to assume full responsibility for the education of children enrolled as students in the Charter School, and in connection therewith shall have the right and the obligation to perform the following duties:

4.1 Education of the Students. VSI shall assume and be solely responsible for all tasks and functions associated with the educational services to be provided to the children enrolled as students at the Charter School in accordance with the terms of the Charter, the Act and any and all other applicable laws and regulations. Such tasks and functions shall include, but shall not be limited to:

- (a) designing the educational programs and programs of instruction including rules and requirements relating to student admissions, bilingual education, student records, access to equal educational opportunities, school year and school day requirements, special education, student testing, extra-curricular and co-curricular activities and programs;

- (b) selecting and acquiring on behalf of the Charter School instructional and curriculum materials, equipment and supplies; which may be acquired from affiliated or unaffiliated entities, provided, however, that if such materials, equipment and supplies are acquired from persons or entities affiliated with VSI, the prices paid for such items shall be reasonable and fair to the Charter School in light of the nature of the items purchased;
- (c) selecting, hiring, reviewing, compensating and terminating all personnel associated with the Charter School on behalf of the Charter School, including without limitation its School Director, teachers, teaching assistants and all administrative and support staff; provided, however, that the Board shall approve the hiring of a school Director prior to VSI's hiring of the school Director, and
- (d) implementing and monitoring professional development activity requirements applicable to school Directors and appropriate administrative and instructional personnel.

4.2 Management and Operation of the Charter School. VSI shall be responsible for, and shall have the right to control, all aspects of the management and operation of the Charter School, including without limitation performing the following functions on behalf of the Charter School:

- (a) Generally managing the business administration of the Charter School, including the preparation and maintenance of operating procedures, marketing the Charter School and providing for all aspects of the day to day operation of the Charter School;
- (b) managing all personnel and payroll functions of the Charter School for all employees of the Charter School, as more specifically described in Section 4.5 below;
- (c) contracting with public or private entities or individuals for the provision of services, which shall include but not necessarily be limited to, transportation, custodial, and food services, and which services shall be paid for in accordance with the appropriate line items in the School's budget;
- (d) purchasing or leasing real estate for use as Charter School facilities, provided that if such purchase or lease is from a person or entity affiliated with VSI the terms of such purchase or lease shall not be materially less favorable to the Charter School than comparable arrangements entered into between parties acting at arm's length;
- (e) maintaining and operating the Charter School's facilities, including making any and all such improvements thereto as VSI shall deem

necessary or appropriate to the attainment of the Charter School's educational objectives;

- (f) purchasing or leasing materials, supplies, and equipment for use at the Charter School;
- (g) providing or contracting for the provision of any other services, and acquiring or contracting for the acquisition of any other property, which VSI reasonably deems necessary to the attainment of the educational goals of the Charter School; and
- (h) designing and implementing the Charter School's student recruitment and enrollment procedures.

4.3 Payment of Expenses. VSI shall make payment, within commercially reasonable time periods, of all expenses of operating the Charter School, out of the funds turned over to it by the Charter School pursuant to Section 5.6 of this Agreement. VSI is specifically authorized to pay to itself, out of such funds, the management fees and fees for centrally provided services, provided for in Sections 6 and 4.7.

4.4 Funding of Operating Deficits. In the event that the cash receipts of the Charter School are insufficient to fund all of the cash expenditures required to be made by or on behalf of the Charter School for any fiscal year, VSI shall be obligated to contribute to the Charter School the full amount of such shortfall (any such advance being referred to herein as an "Operating Deficit Contribution") up to a total of \$1 million.

4.5 Minimum Student Outcomes. It shall be the responsibility of VSI that students at the Charter School shall, during or prior to the last year of the Term, attain the performance standards committed to by the Charter School in its charter or, alternatively, shall attain a level of academic performance, as measured by the outcome of standardized, national or state-wide testing, which exceeds by not less than 10 percent the average performance of students of comparable socio-economic background on a district-wide basis.

4.6 Staffing. VSI shall be responsible, in its capacity as manager of the business and affairs of the Charter School, for all aspects of the hiring, management and training of the educational and administrative staff, including without limitation defining staff needs, hiring and firing of staff as necessary, setting compensation levels (subject to the requirements of applicable laws or regulations), directing the development and training of staff, establishing procedures for hiring substitute staff so that the Charter School is adequately staffed at all times, establishing personnel policies, establishing administrative procedures, preparing a parent handbook, establishing employee salaries and benefits, and preparing a staff handbook. The Board's approval shall be necessary to hire the School Director.

4.7 Annual Budgets. Not less than sixty (60) days prior to the beginning of each fiscal year, VSI shall prepare and submit to the Board for its review a proposed annual budget for such fiscal year. Not more than thirty (30) days after its receipt of the proposed annual budget, the Board shall notify VSI of any proposed amendments or revisions to the proposed budget; provided that in no event shall the Board propose to amend or revise allocations in the proposed budget for services provided centrally by VSI, ("Central Services"), so long as such allocation does not exceed, in the aggregate, 15% of gross revenues of the Charter School. Upon receipt of any such proposed amendments or revisions, or upon expiration of such thirty (30) day period if no proposed amendments or revisions are received, VSI shall prepare a final annual budget for such fiscal year and provide a copy thereof to the Board for its approval. Such final annual budget shall, to the extent that VSI in its discretion considers it financially prudent and in the educational interests of the students to do so, incorporate any amendments and revisions proposed by the Board. VSI shall discuss with the Board or its designee any amendments or revisions proposed by the Board that VSI does not consider prudent to incorporate. VSI and the Board or its designee shall come to agreement on the resolution of any such proposed amendments or revisions prior to offering a final budget to the Board for its approval. The Board shall have final approval of the budget, which approval shall not be unreasonably withheld.

The Board will not mandate budget amendments or revisions that are inconsistent with the Founding Design or that would potentially create or increase an operating deficit payable by VSI without the consent of VSI. In the first year of operation, the budget proposed in the application shall be deemed to have been reviewed and accepted by the Board, with no additional budgets review or comment required.

4.8 Fees. VSI shall charge such fees for extra services, such as after school and summer programs, as shall be customary and consistent with local practice and applicable law.

4.9 Fund Raising. VSI shall provide assistance in the fund raising activities of the Charter School, and the Board shall cooperate fully with any and all such fund raising efforts. In this connection, the Board shall appoint a development committee and designate its chair. The Board and the development committee shall work cooperatively with VSI's staff to solicit private donations for the Charter School.

4.10 Complaint Procedures. VSI shall establish an advisory grievance committee, the members of which shall be chosen by, and membership on which committee shall be limited to, parents of students currently enrolled in the Charter School and teachers and administrators currently employed by the Charter School. The Board shall refer any complaint alleging any violation of the provisions of the Act to such committee in the first instance, and such committee shall make nonbinding recommendations to the Board concerning the disposition of any such complaint. Upon receipt of any such recommendation, the Board shall confer with VSI regarding such complaint and such recommendation, and VSI and the Board shall cooperate with one another in all reasonable ways to address such complaint and, if appropriate, VSI shall act to correct any deficiencies found to exist.

4.11 Reporting by VSI to the Charter School. VSI shall provide the Charter School with the following reports:

- (a) At the time and in the manner provided in Section 4.7, proposed and final annual budgets for the Charter School;
- (b) Within 60 days after the close of each fiscal quarter, unaudited financial statements of the Charter School for the fiscal quarter most recently ended;
- (c) Bi-monthly, or as requested by the Board, reports on educational and operational performance.

VSI shall also cooperate with the auditors retained by the Board to prepare annual audited financial statements of the Charter School. VSI shall coordinate its work and the work of the auditors so as to allow for the delivery of such audited statements within 120 days after the close of each fiscal year.

4.12 Compliance with Laws; Licenses; Insurance. VSI shall manage and operate the Charter School, and shall conduct all of its other affairs, in compliance with all applicable federal, state and local statutes, rules and regulations, including without limitation requirements prohibiting discrimination in employment. VSI shall procure all licenses or other approvals necessary to the conduct of its business and the operation of the Charter School. VSI shall procure and maintain for itself and on behalf of the Charter School insurance policies covering general and specific liability of the Charter School, including worker's compensation; covering members of the Board and employees of the Charter School; and any other insurance required by applicable law or by any agreement to which VSI or the Charter School is a party.

5. Rights and Obligations of the Charter School. The Charter School, acting through the Board, shall be ultimately responsible for the Charter School in accordance with the Charter, the Act and all applicable laws and regulations. In connection therewith the Charter School shall have the right and the obligation to perform the following duties;

5.1 Supervision of Manager. The Charter School shall monitor VSI's performance in the education of children at the Charter School, and VSI's compliance with the terms and provisions of this Agreement.

5.2 Complaints. The Charter School, acting through the Board, shall act jointly with VSI to resolve any complaints brought by parents, teachers or others relating to the Charter School's compliance with applicable legal requirements.

5.3 Approval of Charter School Policies. The Charter School shall cooperate with VSI in the preparation of, and shall have ultimate approval authority over, broad policies of the Charter School, including those relative to grade levels to be offered by the Charter School, and the number of students to be served by the Charter School. These policies will be consistent with the Founding Design.

5.4 Maintenance of Charter. The Charter School shall do, or cause to be done, all things necessary to ensure that all legal requirements, and all such conditions as may have been imposed by the authority granting the Charter, are fully complied with at all times. If the Charter School shall at any time receive notice from any public authority or other person that the Charter School is or may be in violation of the Charter, the Act or any provision of any applicable law or regulation, the Charter School shall immediately notify VSI of the asserted violation and shall thereafter work diligently with VSI to determine whether such asserted violation in fact exists, to correct any violation found to exist, and vigorously contest the asserted violation if the same is found not to exist.

5.5 Tax Status. The Charter School shall take all reasonable steps to establish and maintain status as a tax-exempt organization under federal and, if applicable, state law such that contributions to the Charter School are deductible to the donor for federal income tax purposes. If the Board and VSI conclude it is appropriate to do so, the Charter School may seek to establish a separate tax-exempt organization to conduct fund raising activities and receive tax-deductible contributions in support of the Charter School and/or of education generally.

5.6 Control of Funds. Pending their disbursement, all funds of the Charter School shall be maintained in an account or accounts belonging to the Charter School, but over which VSI or its designee shall have signature authority. VSI shall have custody of all funds received by the Charter School and the Charter School shall immediately turn over to VSI all funds or other revenue received by the Charter School from any source, including without limitation all per pupil or other payments or reimbursements received from the local school district, the state, or any other source, and all contributions received by the Charter School. VSI shall disburse such funds in the manner described in Section 4.3 except to the extent that any of such funds represent restricted gifts to the Charter School, in which event VSI shall disburse such funds in accordance with the applicable restrictions.

6. Management Fees Payable to VSI. As compensation to VSI for the services rendered to the Charter School pursuant to this Agreement, and for the financial risks being Assumed by VSI in undertaking to bear any funding deficits experienced by the Charter School, VSI Shall be entitled to receive an annual management fee equal to seven percent (7%) of the gross revenue of the Charter School. Such management fees shall be payable to VSI monthly on an estimated basis, and appropriate adjustments shall be made periodically as revenue is actually received by the Charter School. Notwithstanding VSI's obligation for Operating Deficit Contributions, if the Management Fee payable to VSI shall exceed the excess of revenues over expenses, the Charter School shall defer the payment of any such excess until such time as the excess of revenues over expenses is sufficient to permit the Charter School to make payment of such deferred Management Fee.

It is understood by both parties that all expenses incurred by VSI and its employees in the performance of this Agreement shall be included in the Management Fee and the charges for centrally provided services pursuant to Section 4.7 and shall not be reimbursable to VSI from the Charter School; provided, however, that in the event that VSI and the Charter School enter into a separate agreement or agreements whereby the Charter School commits to reimbursing VSI for certain expenses, this section shall not apply to such reimbursable expenses; and provided

further, that this section shall not apply to budgeted expenses of the Charter School which are incurred by VSI rather than the Charter School for convenience or in anticipation of Charter School funds. Nothing in this section is intended to diminish VSI's responsibility to fund any Operating Deficit Contribution pursuant to Section 4.4.

7. Effective Date and Duration.

7.1 This Agreement is effective on the date hereof and, unless terminated by either party under the conditions in Section 8 of this Agreement, shall continue thereafter through the fifth anniversary of the date of the Charter.

7.2 At the close of the initial contract period specified in Section 7.1, this Agreement shall automatically renew for two (2) successive five (5) year renewal periods; provided, however, that if VSI shall have failed to achieve and maintain the minimum student outcomes specified in Section 4.5, then the Charter School shall have the right, exercisable by written notice to VSI given no later than four (4) months prior to the end of the initial period or, if applicable, any subsequent renewal period, to terminate this Agreement as of the end of the then effective contract period.

8. Termination; Non-Solicitation.

8.1 **Termination.** This Agreement may be terminated prior to the expiration of its term as set forth in Section 7 only under the following conditions:

- (a) if VSI shall under such laws as shall be applicable to it commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervenor, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain undismissed; or if by any act it shall indicate its consent to, approval of, or acquiescence in any such proceeding, or the appointment of any receiver, intervenor, conservator or trustee for it or any substantial part of its property or shall suffer any of the same to continue undischarged; or if it shall become subject to any intervention whatsoever that shall deprive it of the management of the aggregate of its property or any substantial part thereof; or if it shall wind up or liquidate its affairs or there shall be issued a warrant of attachment, execution, or similar process against any substantial part of its property, and such warrant, execution or process shall remain undismissed, unbounded or undischarged for a period of ninety (90) days, this Agreement shall be deemed immediately terminated upon the occurrence of such event.
- (b) If VSI is found to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license which may be required for VSI to carry on its business and perform its obligations and

functions under this Agreement, this Agreement shall be deemed immediately terminated upon the occurrence of such event.

- (c) If there shall occur or shall become known to either party a material breach of the other's obligations, representation, or warranties under this Agreement, such party may terminate this Agreement upon thirty (30) days written notice to the other provided that the other party may prevent termination by curing such breach within thirty (30) days of receipt of such written notice.
- (d) If there shall become known to the Board at any time after the effective day of this Agreement a material breach of VSI's obligations under this Agreement which in the Board's reasonable judgment jeopardized the safety, health, or well-being of the students at the Charter School, the Board shall have the right to suspend this Agreement immediately if, within 30 days of its receipt of written notice of the alleged breach from the Board, VSI has not either cured the breach (or, if the problem cannot reasonably be cured with such 30 day period, has not commenced and continued diligently to prosecute a cure), or established to the reasonable satisfaction of the Board that no material breach of VSI's obligations hereunder which jeopardizes the safety, health, or well-being of the students at the Charter School has in fact occurred.
- (e) If with respect to any two (2) consecutive fiscal years of the Charter School's operation VSI shall be required to make Operating Deficit Contributions under Section 4.4 of this Agreement which exceed five percent (5%) of the gross per pupil payment revenues of the Charter School for the relevant fiscal year, VSI may, upon written notice to the Charter School, terminate this Agreement effective as of the date specified in such notice, which date shall not be earlier than the later of (i) the date which is thirty (30) days after the date of such notice, or (ii) if school is in session when such notice is given, the last day of the current school year.
- (f) VSI shall have the right to terminate this Agreement, on thirty (30) days prior written notice to the Board, in the event that the Charter is revoked or not renewed, or if performance of its obligations hereunder is otherwise made impossible or impracticable by circumstances beyond VSI's control.

8.2 In the event of termination pursuant to this Article 8, neither party shall have any further obligations to the other hereunder except those which cannot be disclaimed by law, liability for amounts accrued and unpaid hereunder, and obligations expressly stated to be effective after the termination hereof.

8.3 In the event that the Board shall desire to terminate this Agreement under any provision hereof at a time when VSI has loaned funds to the Charter School, guaranteed any debt or other financial obligation of the Charter School, or provided credit support, whether in the form of a letter of credit or otherwise, to the Charter School, notwithstanding any other provision of this Agreement to the contrary such termination

shall not be effective prior to the first date on which such loan has been repaid in full, such guarantee has been released by the beneficiary thereof, or such letter of credit or other credit support has been released and/or returned to VSI, it being the intention of the parties hereto that no financial arrangements between the parties hereto shall continue beyond the date of any such termination.

9. Proprietary Information.

9.1 The Charter School agrees that VSI and its affiliates own all trademarks, copyright and other proprietary information and rights, whether developed before or after the date of this Agreement, subsisting or created in VSI's instructional materials, training materials, instructional and management methods; and any other methods and materials developed by VSI, its employees, agents or subcontractors (collectively, the "VSI Proprietary Information"). The parties hereto acknowledge that during the term of this Agreement VSI may identify and disclose to the Charter School certain VSI Proprietary Information. The Charter School agrees that except to the extent necessary to carry out the terms and provisions of this Agreement, it shall not, nor shall it permit its employees or agents, to disclose, copy, publish, transmit or utilize in any fashion the VSI Proprietary Information, either during the term of this Agreement or after its termination, without the prior written consent of VSI.

9.2 The parties hereto recognize and agree that a portion of the management fee to which VSI is entitled hereunder represents an appropriate charge for the use by and for the benefit of the Charter School of the VSI Proprietary Information.

10. Indemnification. Each party hereto shall indemnify and hold harmless the other party, its directors, officers, agents, servants, and employees, from and against all demands, claims, losses and expenses, arising out of or in connection with such indemnifying party's functions under this Agreement as a result of negligence, intentional tort, fraud or criminal conduct on the part of such indemnifying party or any of such party's directors, officers, agents, servants, or employees.

11. Arbitration. All disputes arising out of or concerning this Agreement will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

12. Miscellaneous Provisions

12.1 All communications and notices relating to this Agreement are to be delivered in writing, with confirmation of delivery, to the following address or to such other address as either party may designate from time to time.

If the Charter School, to:

Attn.:

If to VSI, to VSI in care of:

Victory Schools, Inc.
 c/o Steven B. Klinsky
 666 Fifth Avenue, Suite 3700
 New York, NY 10103

12.2 The rights and remedies of either party under this Agreement shall be cumulative and in addition to any other rights given to either party by law and the exercise of any right or remedy shall not impair either party's right to any other remedy. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York (other than the provisions thereof relating to conflicts of law).

12.3 If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular situation, such circumstances shall not have the effect of rendering any other provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.

12.4 This Agreement shall not be changed, modified or amended nor shall a waiver of its terms or conditions be deemed effective except by a writing signed by the parties hereto.

12.5 The parties hereto acknowledge that the management of charter schools by third parties is an area presenting numerous legal uncertainties and ambiguities, and that the arrangements contemplated by this Agreement are new and unique, and in light of these factors agree to work together in good faith to resolve, in a manner consistent with the spirit and intent of the relationship created hereby, any new or unforeseen issues which arise in carrying out the terms of this Agreement.

12.6 The failure by either party hereto to insist upon or to enforce any of its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

12.7 The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

12.8 This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that VSI may assign this contract in connection with a sale, merger or other transaction in which all or substantially all the assets of VSI are sold or exchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as an instrument under seal and the day and year first above written.

VICTORY SCHOOLS, INC.

By: _____
Steven B. Klinsky, President

ROOSEVELT CHILDREN'S ACADEMY
CHARTER SCHOOL

By: _____
Name



Charter Schools Institute
State University of New York

Pages 679 – 687 were internal personnel documents unrelated to the Roosevelt application and therefore have been removed.

Deloitte & Touche



Deloitte & Touche LLP
Two World Financial Center
New York, New York 10281-1414

Telephone: (212) 436-2000
Facsimile: (212) 436-5000

**INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES**

To: Victory Schools, Inc.

We have performed the procedures enumerated below, which were agreed to by you, solely to assist you in reporting to the Charter School Institute regarding the status of Sisulu Children's Academy's (the "School") management and financial controls, and in particular whether the School has the following in place:

1. Generally accepted accounting procedures,
2. Adequate payroll procedures, and
3. Procedures for the creation and review of quarterly financial statements

This agreed-upon procedures engagement was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures we performed and the related findings are as follows:

1. We obtained copies of the procedures manual of the School and read it to determine if it included procedures appropriate for the School and if it was designed to be able to produce financial statements which comply with generally accepted accounting principles. We read the payroll procedures included in the procedures manual to determine whether such procedures appear to be adequate.

We found that the procedures manual addressed appropriate procedures for the School and that the payroll procedures appear to be adequate.

2. We read available accounting records and interviewed employees of Victory Schools, Inc., responsible for the maintenance of the School's accounting records, regarding the preparation of such records.

2. We read available accounting records and interviewed employees of Victory Schools, Inc., responsible for the maintenance of the School's accounting records, regarding the preparation of such records.

We found that the practices were consistent with the procedures manual referred to in paragraph 1 above.

3. We interviewed employees of Victory Schools, Inc. regarding the procedures in place for the creation and review of quarterly financial statements, and found that such procedures are in place.

We were not engaged to, and did not, perform an examination, the objective of which would be the expression of an opinion on the financial statements of Sisulu Children's Academy or Victory Schools, Inc. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for use of Sisulu Children's Academy, Victory Schools, Inc. and the Charter Schools Institute, and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

Deloitte & Touche LLP

December 9, 1999

SISULU CHILDREN'S ACADEMY			
STATEMENT OF INCOME AND EXPENSE UNAUDITED			
START-UP PHASE (June 1 - October 31, 1999)			
EXPENSES	Actual	Budget	Difference
Benefits:			
Health and Dental	-	2,250	2,250
Pension	500	1,000	500
TOTAL Benefits	500	3,250	2,750
Contractual:			
Accounting	-	1,000	1,000
Cafeteria	-	-	-
Consultants	5,000	3,000	(2,000)
Legal	-	1,000	1,000
Special needs students	-	15,000	15,000
TOTAL Contractual	5,000	20,000	15,000
			Consultant to develop CSE/IEP policies
Facility:			
Architectural services	9,820	--	(9,820)
Fixtures And Fittings	46,026	5,000	(41,026)
Insurance	-	-	-
Playground equipment	-	15,000	15,000
Renovations And Repairs	21,982	-	(21,982)
Rent	20,000	-	(20,000)
Rent Security Deposit	16,000	16,000	-
TOTAL Facility	113,828	36,000	(77,828)
Operations:			
Central Services	-	50,000	50,000
Computer Equipment	6,696	26,000	19,304
Curriculum Printing	-	-	-
Marketing	12,238	10,000	(2,238)
Misc	-	-	-
Miscellaneous	1,772	-	(1,772)
Moving Expenses	5,437	-	(5,437)
Phone	-	3,000	3,000
Postage	-	2,000	2,000
Printing And Reproduction	500	2,000	1,500
Recruiting Expenses	13,533	-	(13,533)
TOTAL Operations	40,176	93,000	52,824
Payroll:			Two months
Payroll Start-Up Admin	4,800	13,917	9,117
Payroll Start-Up Faculty	17,626	13,333	(4,293)
Temporary Personnel	2,558	-	(2,558)
Payroll General and Administration	104,210	-	(104,210)
Staff Development	-	23,000	23,000
TOTAL Payroll	129,194	50,250	(78,944)
			Direct instruction and senior admin. training
Supplies:			
Classroom equipment	-	50,000	50,000
Office Supplies	12,631	2,000	(10,631)
Out of pocket expenses	4,339	5,000	661
Texts And Materials	14,162	-	(14,162)
Uniforms	556	-	(556)
TOTAL Supplies	31,688	57,000	25,312
TOTAL EXPENSES	320,386	259,500	\$ (60,886)

SISULU CHILDREN'S ACADEMY			
STATEMENT OF INCOME AND EXPENSE UNAUDITED			
First fiscal quarter (July 1 - September 30, 1999)			
	1st Q	1st Q	1st Q
	Actual	Budget	Difference
INCOME			
Contribution from Victory Schools			
for Start-Up Expenses	320,386	259,500	60,886
After School Program	-	-	-
Federal Grants	-	-	-
Food Revenue subsidies	-	-	-
Payment - Pupil Enrollment	511,043	333,000	178,043
Private donations	-	-	-
Special Ed aid	-	75,000	(75,000)
State Grants	-	-	-
TOTAL INCOME	831,429	667,500	163,929
EXPENSES			
Start-Up Expenses	320,386	259,500	60,886
(see separate budget)			
TOTAL Start-Up Expenses	320,386	259,500	60,886
Contractual:			
Accounting and Audit	-	7,500	7,500
Cafeteria	-	41,250	41,250
Equipment Leasing	-	2,500	2,500
Internet	-	900	900
Nursing	-	5,000	5,000
Student Testing	-	-	-
Transportation	-	-	-
TOTAL Contractual	-	57,150	57,150
Facility:			
Fixtures And Furnishings	-	-	-
Insurance	15,894	-	(15,894)
Maintenance	-	1,500	1,500
Renovations And Repairs	-	-	-
Rent	20,000	40,500	20,500
Security	430	1,500	1,070
Utilities	-	4,500	4,500
TOTAL Facility	36,324	48,000	11,676
Operations:			
Computer Equipment	-	-	-
Field Trips	-	3,334	3,334
Marketing	-	-	-
Misc	-	-	-
Misc. Cost Overruns	-	12,500	12,500
Phone	-	600	600
Postage	-	750	750
Printing and Copying	-	1,250	1,250
Recruiting Expense	-	-	-
TOTAL Operations	-	18,434	18,434

	1st Q	1st Q	1st Q
	Actual	Budget	Difference
Salaries:			
Administrative	8,756	37,500	
Teachers	44,907	110,000	
Teacher Assistants	15,517	-	
Payroll Fees	-	-	
Temporary Personnel	1,919	-	
Payroll Taxes	10,680	13,275	
TOTAL Salaries	81,779	160,775	81,779
Benefits:			
Dental Insurance	-	1,750	1,750
Health Insurance	-	14,000	14,000
IRA Contrib	-	-	-
Pension	-	5,900	5,900
TOTAL Benefits	-	21,650	21,650
Special Education Services:			
Therapists and Services	-	33,433	33,433
TOTAL Special Education Services	-	33,433	33,433
Supplies:			
Classroom Supplies	-	-	-
Office Supplies	-	3,000	3,000
Texts And Materials	60,354	-	(60,354)
Uniforms	-	-	-
TOTAL Supplies	60,354	3,000	(57,354)
Central Services:	76,656	64,950	
15% of total revenues			
TOTAL Central Services*	76,656	64,950	64,950
Management Fee	35,770	30,310	30,310
7% of total revenues			
TOTAL Management Fee*	35,770	30,310	30,310
TOTAL EXPENSES	611,269	697,202	322,914
TOTAL INCOME - EXPENSES	220,160	(29,702)	(158,985)
* These fees have been accrued but not been taken as of 12/8/99. See cash flow statement.			

12/09/99

Sisulu Children's Academy
Balance Sheet Unaudited
 As of September 30, 1999

	<u>Sep 30, '99</u>
ASSETS	
Current Assets	
Cash On Hand	511,043.00
Total	<u>511,043.00</u>
Total Current Assets	<u>511,043.00</u>
TOTAL ASSETS	<u>511,043.00</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Payable to Victory Schools - Cash Advances*	178,457.83
Payable to Victory Schools - Central Services and Management Fee*	112,426.00
Total Current Liabilities	<u>290,883.83</u>
Long Term Liabilities	<u>0.00</u>
Total Liabilities	<u>290,883.83</u>
Total Equity	<u>220,159.17</u>
TOTAL LIABILITIES & EQUITY	<u>511,043.00</u>

* As of September 30, all \$511,043 received by Sisulu was retained unspent in the Sisulu checking account. All operating costs of the school were paid or advanced by Victory - including \$320,386 of non-reimbursable start-up contribution; \$178,457.83 of operating costs advanced by Victory without interest; \$76,656 of Central Services and management costs of \$35,770 accrued to Victory, but unpaid.

12/09/99

Sisulu Children's Academy
Statement of Cash Flows Unaudited
July through September 1999

	<u>Jul - Sep '99</u>
CASH INFLOWS	
Payment from New York City for pupil enrollment July - October, 1999	511,043.00
Net cash provided by Operating Activities	<u>511,043.00</u>
CASH OUTFLOWS	
Cash Expense*	<u>0.00</u>
Cash at end of period	<u><u>511,043.00</u></u>

*All cash expenses through September 30, 1999 were advanced by Victory Schools Inc. without interest.

THEMATIC UNIT- Frame that holds the content knowledge, skills and standards.

UNITS COVERED TO DATE

ALL ABOUT ME

Discipline area – GEOGRAPHY (Performance levels)

Each student can:

- Identify major land and water formations.
- Construct three-dimensional and simple pictorial maps of the immediate community.
- Identify north, south, east and west on a map/and globe.
- Identify types of clothing, and shelter needed for different seasons and climates.
- Describe distinguishing characteristics of urban, and rural areas, and focus on how needs is met.

Discipline area- History (Performance levels)

Each student can:

- *Obtain and organize personal data in sequential order.
- *Share individual history in a variety of ways (oral, Pictures, time line)
- *Recognize that there are distinctive elements within cultures.
- *Describe(in words or pictures)family traditions and
- *Recognize important American documents and symbols.
- *Identify and compare the variety of cultures represented in the community.
- *Recognize that our local communities have designated and elected leaders who make, enforce, and interpret rules and laws.

Discipline Area- Science

Each student will:

- *Demonstrate an understanding of the relationships between parent and offspring.**
- *Distinguish between plants and animals, and begin to classify organisms.**
- *Understand the importance of food, water, and air for living organisms.**
- *Recognize that there are different components to the solar system, and that the student lives on earth.**
- *Explain the weather associated with different seasons.**
- *Explain how seasons and climate are effected by location.**

Discipline Area- Math

Each student will:

- *Use various strategies to solve word problems.**
- *Recognize how math is used and applied to other content curriculum.**
- *Given a topic, conduct a survey and describe and present facts.**
- *Given data and form, discover the relationship of the data to the pictorial representation.**
- *Collect, organize and display data in a variety of ways.**
- *Describe, extend and create patterns.**
- *Recognize number families and demonstrate commutative property using manipulatives.**

Discipline Area- Literature

- *Recognize and explain the difference between reality and fantasy.**
- *Put a limited number of events in sequence; state the main idea and setting of a story.**
- *Extract information from different sources, e.g. maps, newspapers.**
- *Explain cause and effect relationships in stories and connect to own experiences.**
- *State and justify a personal opinion about a particular book.**
- *Find information in a text to answer a question, paraphrase what has been read.**
- *Write simple sentences.**
- *Draft and revise a document with assistance.**
- *Write a simple poem.**
- *Listen and respond in a discussion.**
- *Speak to classmates on a chosen topic.**

THEMATIC UNIT-Frame that holds the content knowledge, skills, and standards.

ANCIENT EGYPT

Discipline area- GEOGRAPHY (Performance levels)

Each student can (will be able to)

- **Identify the seven continents and major oceans and label on maps and globes.**
- **Student will identify his continent, state and city**
- **Students will label Africa, Egypt, Cairo, the Nile River the Sahara Desert on world map.**
- **Draw simple pictorial maps of Egypt and label with or without a model.**
- **Explain migration patterns as they relate to the Nile river.**
- **Compare and contrast the climate for Cairo and New York using graphs (made by the students).**

Discipline Area- History

- **Given a list of historical events, use simple timelines to explain sequence.**

***Collect and organize information from a variety of**

sources(such as maps, atlas, newspapers)present findings in a variety of ways.

- Identify the pyramids, sphinx, and explain the significance
 - Recognize that there are distinctive elements (style of dress, religious beliefs literature unique to Egypt.
 - Identify and describe specific contributions on world history: hieroglyphs, papyrus, The Rosetta Stone,
- *Trace the development over time of a scientific or technological innovation: shaduf, cubic stick, the writing case of the scribes.

Discipline Area- Science

Each student will:

- *Explain how scientists use fossils to understand the past.
- *Formulate a hypothesis using scientific knowledge to test/answer the question posed.
- *Present and summarize data using graphs, tables and charts.
- *Describe the functions of major organs of the human body.
- *Understand that living organisms need food, water, and air.

Discipline Area-Math

Each student will:

- *Use various strategies to be able to solve word problems**
- *Recognize how math is used and applied to other content areas.**
- *Explore addition and subtraction word problems that relate to student experiences.**
- *Become aware of the historical significance of math, creation of the calendar, number systems and the importance of counting.**
- *Collect, organize, and describe data; create graphs and charts from that data; recognize and predict patterns.**
- *Formulate and solve problems that involve collecting data.**
- *Recognize and classify geometric shapes.**
 - Calculate perimeter, and area of the base of the pyramid**
 - Identify symmetry.**

Discipline Area-Literature

- Put a limited number of events in sequence.**
- Extract information from different sources.**
- State and justify a personal opinion about a book.**
- Compare events, plots characters, themes in one story to another.**
- *Speak to an audience about a chosen topic.**
- *Present an organized set of appropriate ideas.**
- *Maintain writing journal.**

- *Write a narrative with a beginning, middle, end.**
- *Write from draft to edit.**
- *Share what is writte.**

THEMATIC UNIT-Frame that holds the content knowledge, skills and standards.

KENYA-A WILDLIFE SAFARI
Discipline area- Geography

Each student will be able to:

- **Identify the seven continents and major oceans and label on maps and globes.**
- **Construct models or sketch maps of his or her own state The United States, and the world and label correctly.**
- **Begin to use geographic vocabulary and references to locate a given region as it relates to the equator, longitude, and latitude and the hemispheres.**
- ***Widen the scope of reference material from maps and globes to include the atlas and almanac.**
- ***Locate on a simple globe or world map places where certain animals would most likely be found.**
- ***Describe the lifestyle most suited to a given climate.**
- ***Identify certain characteristics and the contributions made to Africa.**
- **Using periodicals, compare and contrast the climate of Kenya with the students.**

- *Locate the habitats of certain plant and animal species
Give descriptions of each.**
- *Compare ways the people have adapted to different
climates, focusing on clothing, and housing.**

Discipline Area- History

- *Given samples of cultural elements describe and
compare to the students (Swahili, and Ramadan)**
- *Compare and contrast certain family traditions.
(foods, holiday celebrations, schools)**
- *Name and recognize major national figures of the
region.**

Discipline Area- Science

- *Distinguish between plants and animals, and create
classification according to appearance, behavior,
habitat.**
- *Identify characteristics that show that organisms are
suited for an environment.**

Victory Schools Inc.

Procedures for background checks.

All procedures comply with the Fair Credit Reporting Act of 1971. Employees are required to complete two forms (attached). The first form notifies them that a background search will take place and informs them of their rights. The second form requests specific information on home addresses, employment history, education and references. This information is forwarded to Fidelifacts, a New York company specializing in conducting background and, if necessary, criminal checks. Within two weeks Fidelifacts provides Victory with a report on the employee.

DISCLOSURE/AUTHORIZATION FORM

By this document Victory Schools Inc. discloses to you that a consumer report may be obtained for employment purposes as part of the pre-employment background investigation and at any time during your employment.

This shall authorize the procurement of a consumer report by Victory Schools Inc. as part of the pre-employment background investigation. If hired, this authorization shall remain on file and shall serve as an ongoing authorization for Victory Schools Inc. to procure consumer reports at any time during my employment period.

I also authorize the procurement of an investigative consumer report and understand that it may contain information about my employment and educational background, credit, mode of living, character and personal reputation. I understand that I have the right to obtain additional disclosure as to the nature and scope of the investigation upon written request within a reasonable period of time and to obtain a copy of the report upon request. This authorization, in original or copy form, shall be valid for this and any future reports or updates that may be requested

In connection with this request, I authorize all corporations, companies, former employers, supervisors, credit agencies, educational institutions, law enforcement agencies, city, state, county and federal courts, motor vehicle bureaus, military services and persons to release information they may have about me to the person or company with which this form has been filed, or their agent, Fidelifacts/Metropolitan New York, Inc. and release all parties involved from any liability and responsibility for doing so.

I authorize the National Personnel Records Center, St. Louis MO or other custodian of my military records to release to Fidelifacts/Metropolitan New York, Inc. information or photocopies of my military personnel and related records, or only of the following information/records:

Service # _____ Branch of Service: _____ from _____ to _____

CALIFORNIA RESIDENTS ONLY: As part of a routine background investigation, we may request a consumer credit report from Fidelifacts. If we do so and you wish Fidelifacts to send you a free copy of this consumer credit report please check the following box:

Applicant's Signature		Print Name		Date
Other Name(s) Used	Social Security Number	Date of Birth	Driver ID Number	State
Current Address	City or Town	State	ZIPCODE	
Previous Address	City or Town	State	ZIPCODE	
Previous Address	City or Town	State	ZIPCODE	

CONTRACT BETWEEN

Victory Schools Inc.

AND

WHITSONS FOOD SERVICE CORPORATION

AGREEMENT made this 30th day of August, 1999 between The Victory Schools Inc., New York corporation with its principal office at 666 Fifth Avenue, 37th Floor, New York, NY 10103 (VICTORY), and WHITSONS FOOD SERVICE CORP., a New York corporation with its principal office at 379 Oakwood Road, Huntington Station, New York 11746 (WHITSONS).

WITNESSETH:

WHEREAS, VICTORY is desirous of engaging the service of the WHITSONS to exclusively provide food service for VICTORY'S students at Sisulu Childrens Academy (Sisulu), 125 W 115th Street, New York, NY 11025, (the "Premises") in accordance with the terms and conditions herein;

WHEREAS, WHITSONS is desirous of providing food service to VICTORY at the Premises in accordance with the terms and conditions herein:

NOW THEREFORE, in consideration of the mutual promises and agreements herein, the parties hereby agree as follows:

1. GENERAL SCOPE OF AGREEMENT

WHITSONS hereby agrees to supply prepared meals and to provide food service training and guidance to VICTORY at the Premises cited above. WHITSONS shall provide for all VICTORY'S daily meal requirements from an off-premises facility. Accordingly, WHITSONS'S responsibilities to VICTORY shall be limited to delivering the prepared meals to the facility on a timely basis at the price specified in this contract.

VICTORY shall provide its own staff to serve the food to its residents and to clean up when the meal is over.

2. QUALITY

WHITSONS shall furnish pure, wholesome, top quality food and beverages.

All meals will furnish one-third of the Recommended Dietary Allowances, as established by the Food and Nutrition Board, National Academy of Science-National Research Council and shall meet all regulations (including health, quality, nutritional, and other regulations) applicable to a public school such as Sisulu and necessary to achieve maximum federal, state or local subsidy and reimbursement. We will make all food from a facility remote from Sisulu. The menu will be adjusted for seasonal variations.

3. EQUIPMENT

A) VICTORY shall purchase, at its own risk, expense and credit, additional food service equipment necessary for the proper operation of the food service facilities.

B) Tables and chairs for the dining portion of the dining room shall be furnished and maintained by VICTORY in accordance with VICTORY'S requirements. Any alterations, including drywall construction, and all utility installations shall be the responsibility of VICTORY.

C) WHITSONS shall direct, at its sole expense, all procurement for food and paper products, as required for the proper supply of prepared meals to be provided hereunder.

4. SERVICE PARAMETER

It is the intent of both parties that the food service operation of VICTORY be prepared to service approximately 247 students, expected to increase each year

thereafter.

A) Foods will be shipped in BOH-approved thermal containers to maintain proper temperatures and delivered to each site aforementioned. Cold food must arrive at a temperature of 45°F or lower.

B) To deliver meals between the hours of ____ a.m. and ____ a.m., Monday through Friday.

C) All meals will furnish one-third of the Recommended Dietary Allowances, as established by the Food and Nutrition Board, National Academy of Science-National Research Council.

D) The NSLP Child Nutrition meal pattern will be adhered to in accordance with Exhibit A.

E) WHITSONS will submit the minimum of a one-month cycle menu for VICTORY's approval. The menu must be submitted in sufficient time to be in VICTORY's office three weeks before the first date of menu. Any change made in the menu after approval must be substitutes of equal nutritive value.

F) The number of meals ordered may vary according to VICTORY's needs.

5. FOOD BUDGET

WHITSONS shall invoice VICTORY in arrears, and VICTORY shall pay to WHITSONS, for all meals served on a weekly basis, at the rates listed below:

<u>MEAL</u>	<u>PER PERSON RATE</u>
Breakfast	\$.75
Lunch	1.70
Snack	<u>.60</u>

The above prices include condiments and paper supplies. It does not include tins or individual food containers. The prices are subject to an automatic annual price adjustment based on U.S. Consumer Price Index table for its New York-Northeast New Jersey area. The invoices shall be submitted weekly and shall be due and payable on the twenty first day from the date of the invoice. WHITSONS shall allow VICTORY to take a one percent (1%) discount for invoices paid within fifteen (15) days of invoice. It is the intent of both parties that the total cost of Sisulu's food service program, including staff, will not exceed the total amount of federal, state, and local reimbursement to Sisulu for the food service program.

6. EMPLOYEES OF WHITSONS

WHITSONS shall supply sufficient personnel for the efficient preparation and delivery of the prepared meals.

7. EMPLOYEE STANDARDS

A) WHITSONS agrees that it will employ only qualified and competent employees. Upon request of VICTORY, WHITSONS shall undertake immediate action to remove any of such employees who are unsatisfactory to VICTORY. WHITSONS shall promptly replace such unsatisfactory employees by competent, qualified and satisfactory personnel.

B) All employees of WHITSONS, while working on the Premises, shall be attired in a clean uniform and shall comply with all rules and regulations issued by VICTORY for a person working on the Premises, including the submission of an annual medical examination.

C) Employees will use hair nets if required.

D) VICTORY and WHITSONS shall comply with all laws of the United States, the State of New York, City of New York, and with all federal, state or local ordinances, or regulations in any manner regulating or affecting the work involved in the performance of this Agreement.

8. FOOD SERVICE FACILITIES

A) Food service facilities shall be defined as the kitchens and dining rooms located at the address on Page One.

B) VICTORY shall furnish, without cost to WHITSONS, an adequate service for the removal and disposal of waste materials resulting from WHITSONS'S food service operation, provided, however, the WHITSONS shall properly separate, accumulate, and prepare all such waste materials from such food service operations for removal and disposal in accordance with VICTORY'S instructions.

9. TERM

The term of this Agreement shall be for a period of (3) years commencing September 8, 1999 through August 30, 2002, at a per person rate specified in Paragraph Five, subject to the escalation provisions stated therein. Thereafter, the Agreement shall be automatically renewed from term to term with an annual price adjustment, based on

the New York area consumer price index, unless either party hereto shall give written notice of cancellation to the other, within thirty (30) days before the end of the then current contract year.

10. TERMINATION

Either party may terminate the agreement at any time for reason of non-performance or other default by the other party of any term or provision of the Agreement, upon written notice to the other party thirty (30) days prior to such termination. The party in default shall have five (5) days from the date of such notice to remedy such non-performance or default or to commence correction of such non-performance or default. If the party in default fails to remedy or to commence correction of such non-performance or default within the said five (5) day period to the reasonable satisfaction of the other party, this Agreement shall be terminated as provided in the notice. Upon the date of termination contained in such notice, this Agreement and all the terms and provisions thereof shall cease. This contract may be terminated by VICTORY with 30 days notice if VICTORY or Sisulu loses its Charter to operate a public school; or if VICTORY or, any of its affiliates, loses the management contract with Sisulu; or if the federal, state and local reimbursements, for food service, fail to fully cover VICTORY's cost of the food service program. Neither party shall have any further right or liability as against the other party upon, under, or by reason of this Agreement, or any of its terms except, VICTORY'S responsibility to pay WHITSONS for the meals already delivered.

This contract may be terminated immediately by VICTORY if VICTORY is required to do so by the chartering or regulatory authorities, or as reasonably necessary to protect

the health and safety of Sisulu students and staff.

11. ALTERATIONS

VICTORY shall entertain and give due consideration to WHITSONS'S recommendations for alterations to the food service facility, provided, however, the VICTORY reserves the exclusive right to make all decisions regarding any such alteration or change to or relocation of food service facility at the Premises.

12. PERMITS, LICENSES AND TAXES

WHITSONS, at its own expense, shall promptly obtain and maintain in effect all permits and licenses required by federal, state or local law or any regulatory authority for the operation of its food service facility. WHITSONS, at VICTORY'S request, shall promptly provide VICTORY with written proof of its compliance with such requirements. WHITSONS shall pay directly to the proper authorities all federal, state and local taxes excluding real estate, property taxes, and sales taxes which may be assessed against WHITSONS or its property or may become payable arising out of or resulting from WHITSONS'S business or its provision of food and beverages at the premises. VICTORY agrees to obtain a NYC Board of Health permit for the premises at its sole cost and expense. VICTORY represents that it is exempt from sales tax, and indemnifies WHITSONS from any responsibility to collect sales tax.

13. INDEMNITY TO VICTORY

WHITSONS agrees that it and its agents, servants, employees and invitees, will save VICTORY and Sisulu, their officers, directors, employees, agents and servants harmless and forever defend and indemnify VICTORY and Sisulu and any or all against

any liabilities, penalties, losses, damages, claims, expenses, suits, judgments, liens and encumbrances, including reasonable attorney's fees incurred, arising out of or in any way connected with the operation, use and occupancy of the food service facility and accessory areas such as loading dock, and common areas, inside and outside the building including parking areas and driveways, or the exercise or use by WHITSONS'S agents, servants, employees or invitees of the rights granted hereunder, and whenever made or incurred, including any and all inability imposed by law, and/or contract, and/or custom, upon VICTORY and Sisulu, their officers, directors, employees, agents and servants or any or all of them.

14. INSURANCE

During the term of the Agreement, WHITSONS shall carry and maintain with companies satisfaction to VICTORY, the following type of insurance:

A) Workman's Compensation in WHITSONS'S name or in the name of sub-contractors for all of its respective employees engaging in the performance of the work or any part thereof in an amount and form sufficient to protect WHITSONS and its subcontractors from any claims under the Workmen's Compensation Law of the State of New York.

B) Food Products, Product Liability and Property Damage Insurance, including contingent liability, automobile and liability of WHITSONS to indemnify VICTORY and Sisulu pursuant to Paragraph 14, with limits of no less than \$500,000.00 property damage per occurrence for VICTORY and Sisulu, covering all claims for property damage, including property of VICTORY, and Sisulu for no less than \$500,000/\$500,000

per occurrence for bodily injuries, including death, which arise out of or by reason of or in the course of the performance of the work, including delivery of materials by WHITSONS or subcontractors. WHITSONS shall also maintain a \$3,000,000 Excess Liability policy during the term of this Agreement.

WHITSONS agrees to delivery to VICTORY prior to entering the premises, certificates of insurance, having been approved by VICTORY, evidencing that the provisions of this paragraph have been properly carried into effect by WHITSONS. Such certificates are to provide for at least thirty (30) days notice of cancellation to VICTORY and shall name VICTORY and its principals as additional insured. In the event that WHITSONS'S certificates of insurance expire prior to the end of the initial term or any renewal term, WHITSONS agrees to provide renewal certificates for itself and its subcontractors at least thirty (30) days in advance of such an expiration date(3).

15. INDEPENDENT CONTRACTOR

WHITSONS agrees that in performance of work contemplated hereunder, it shall be independent contractor and not an employee of VICTORY or Sisulu; that personnel engaged by WHITSONS shall at all times be considered WHITSONS'S employees and not those of VICTORY or Sisulu; and that it will accept and assume exclusive responsibility and liability and shall hold VICTORY and Sisulu harmless from the payment of and shall pay all contributions, assessments, deductions and contributions for labor unions or associations, welfare funds and for taxes and other payments of unemployment funds, unemployment benefits, workman's compensation insurance, disability benefits, social security benefits and pensions which are or may be required

under Article 18 of the Labor Law and under any other present or future law or laws of the federal government or of any state or states or subdivision thereof upon or in respect of salaries, wages or other compensation of person employed upon or in connection with the performance of the work covered hereunder, shall execute and deliver such instruments and comply with said laws as may be necessary to confirm and effectuate freedom of VICTORY and Sisulu from responsibility or liability thereof.

In the event VICTORY and or Sisulu is adjudicated to be a partner, joint venture, co-principal or co-employee or consultant, WHITSONS shall indemnify and hold harmless VICTORY or Sisulu from and against any and all claims for loss, liability or damages arising there from.

16. ARBITRATION

Any dispute or controversy between the parties arising out of or relating to this Agreement or a breach by either party shall be settled by arbitration in Garden City, New York, under the rules then obtaining to the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction. In the event of any such arbitration, in addition to any judgment rendered against it, the party receiving the adverse judgment shall be responsible for all reasonable attorneys' fees and all costs and expenses incurred by the other party in connection with such arbitration.

17. NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly delivered to a party only if delivered in person or if sent by certified or registered first-class mail, return receipt requested postage prepaid, or is sent by overnight courier addressed to a party as the address set forth below, or to such other address as such party may have stipulated by notice delivered in accordance with the provisions of this paragraph and such notice shall be deemed given on the day of delivery.

WHITSONS: Mr. Robert E. Whitcomb
President
Whitsons Food Service Corporation
379 Oakwood Road
Huntington Station, NY 11746

with a copy to: Ms. Karen A. Monroe, Esq.
Shustak, Jalil & Heller
545 Madison Avenue
New York, NY 10022

VICTORY: Mr. Steve Klinsky
President
Victory Schools, Inc.
125 W 115 St.
New York, NY 10025

with a copy to: Mr. Charlie King
Fried, Frank, Harris, Shriver & Jacobsen
One New York Plaza
New York, NY 10004

18. WAIVERS

The failure of either party to insist upon the strict performance of any of the terms, conditions, and provision of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of the Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

19. MODIFICATION AMENDMENT

This Agreement may not be changed, amended, or modified except by a writing signed by both parties.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understanding, oral and written, between the parties with respect to the subject matter hereof, and the parties are not bound by any agreements, understandings, or conditions other than as expressly set forth herein.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements to be made and performed solely within such state.

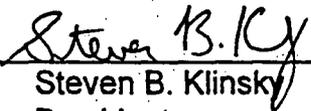
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

WHITSONS FOOD SERVICE CORP.

By: 

Robert E. Whitcomb
President

VICTORY SCHOOLS, INC.

By: 

Steven B. Klinsky
President



Charter schools, like one coming to Roosevelt, promise to shake up the system

SCHOOL IS FIRST IN ITS CLASS

BY JOIE TYRRELL AND HALIMAH ABDULLAH STAFF WRITERS

HE EXPECTED September opening of the Roosevelt Children's Academy will inject something into the local education mix that the public schools have never had to deal with in the same way before: competition.

The Roosevelt academy has received additional approval to become Long Island's first public charter school, competing with other public schools for students and tax dollars. And it will be watched closely as a potential advance yard of the future: The state is reviewing 13 other charter school applications across Long Island.

While it remains to be seen how any will win approval, proponents and opponents of the concept both predict a major impact on the quality of local education wherever such schools open.

Although public schools have often let students to private or parochial institutions, independent charter schools such as the one planned for Roosevelt compete on a different ground. Critics see the new schools as draining much-needed resources and financial commitment from the existing ones — especially in poorer districts already struggling to meet rising test standards. Roosevelt Superintendent Michael Mostow called charter schools a "death knell" for low-wealth districts like his.

Supporters, including Gov. George Pataki, anticipate the competition will eventually have the opposite effect, forcing underperforming schools to improve or lose students to those that produce better results.

"What I expect to happen 10 years down the road... we will have all schools funded based on performance," Gerry Vazquez, president of the Amityville-based New York Charter School Resource Center, a nonprofit organization that provides information and technical assistance to groups using charter schools. "I think most districts, given real competition, will act together and create schools that are better."

A state law signed by Pataki in December allows 100 charter schools statewide to start from scratch. Proposals in Long Island range from Great Neck to East Hampton and include both high- and low-wealth districts. Computer Associates is part of a group to create a high-tech training school in Islip. The group behind the Roosevelt academy has also petitioned to open a school in Amityville.

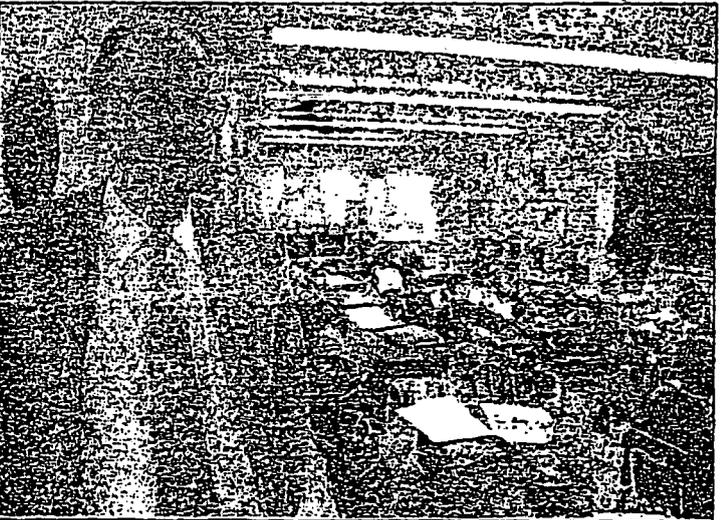
New York is late to join the trend: Charter schools already operate in 37 states, including New Jersey and Connecticut — all begun in the past seven years. Such schools share common characteristics, although they vary greatly, both in quality and educational design. One school may operate on a round calendar to help struggling students catch up, for example, while another may use units to instill better discipline.

Charter schools are run by autonomous boards, under charter granted by local or state governments. They're free to follow their own curriculums, so long as they meet basic state regulations. Also, under New York law, charter schools will not have to observe union job-tenure rules that make it difficult for



Photos by Robert Mares

While most early charter schools were in cities, they are spreading to the suburbs. At the Princeton Charter School in Princeton, N.J., fourth-graders, above, take measurements during science class. Director Charles Marsee stands by as third-graders learn French.



public schools to fire incompetent teachers. Whether charter schools spur greater academic performance is still an open question: The record so far suggests that the presence of charter schools does not necessarily produce higher test scores, either among students who enroll in charters or among students who stay in existing schools. But advocates such as Joe Nathan, director of the Center for School Change at the Humphrey Institute at the University of Minnesota, Twin Cities, cite evidence of less tangible gains — for example, that innovations practiced by charter schools are sometimes adopted by the local district schools. Charter schools are not magnet schools; there are no special admission requirements and any student is eligible to attend. If demand exceeds the supply of slots, a lottery determines who gets in. But critics say charter schools still tend to draw many of the best students because parents who take a more active role in education are more likely to

seek out the new option. "We end up losing youngsters from families that have more advantages," said Roosevelt superintendent Mostow.

The Nassau-Suffolk School Boards Association last week formed a committee to research the future impact of charter schools on local school districts, but association President Judith Chen is already convinced they will make it harder for existing schools to succeed.

If students flow out of regular schools, administrators won't easily be able to adjust, Chen said — for instance, fixed costs, such as buildings and equipment, won't change even if they serve fewer students. "If you buy a house," she said, "you still have to spend a certain amount of money to maintain that house. It doesn't matter how many people live in that house."

But according to Vito Perrone, professor of education at the Harvard Graduate School of Education, there is every indication that the number of charter schools in suburbs will increase in the next century.

"If Massachusetts is an example, there are several charter schools that are developing outside of urban areas," Perrone said, adding that charter schools within suburban areas are not without their drawbacks. "The charter schools seem to attract more kids whose families are intact," he said. And the schools "tend not to be diverse."

The charter school movement is relatively young — it was only in 1992 that Minnesota became the first state to pass legislation that allowed for their creation — and most early charter schools were located in cities. But as the concept spread, charter schools also branched out into affluent suburbs such as Princeton, N.J., where the Princeton Charter School opened in 1997 despite initial opposition from the local school board. The school now has a wait list of prospective students.

Still, in New York, the majority of applications under review are from inner-city areas, but advocates of charter schools expect their reach to expand. "I think as more people learn about having an alternative, my guess is the attraction will grow because choice is an exciting thing," said Robert Bellafiore, executive director of the Charter Schools Institute, based in Purchase.

That's how Ray Meisenheimer of Islip felt when the state law allowing charter schools passed in December.

Meisenheimer and other residents unhappy with their school district had pursued alternatives for years, eventually getting Islip-based software giant Computer Associates and other high-tech firms to support a technology-oriented charter school and signing up a management company to operate it. "I think the system will work and create competition," Meisenheimer said. "Right now parents and outside leaders don't have a say in local schools."

But other parents are wary. Michele Sikhrangkur of Amityville, who has four children enrolled in the public schools, said she hopes that the addition of charter schools doesn't erode the current system.

"I think that it has the potential of being very popular in school systems like ours where a large percentage of the population already go to private school," said Sikhrangkur, president of the Amityville Parent-Teacher Council. "It may end up detracting from the kids who remain in the public schools."

NEWSDAY, MONDAY, NOVEMBER 8, 1998